# BENEFITS BOOK



AmeriHealth®

## POS

HOW YOUR HEALTH PLAN WORKS

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# Using your prescription drug benefits

Your prescription drug plan is administered by an independent pharmacy benefits management company. The pharmacy benefits manager is responsible for maintaining a network of in-network pharmacies, administering benefits, conducting prior authorization reviews, and providing customer service.

## Take a look at the advantages:

- **Easy to use.** A national network of retail pharmacies will recognize and accept your member identification (ID) card.
- **Low out-of-pocket expenses.** When you use an in-network pharmacy, your out-of-pocket costs are based on a discounted price, fixed copayments, or coinsurance.
- **No paperwork.** You don't have to file a claim form or wait for reimbursement when you use an in-network pharmacy.
- **High level of safety.** When you fill a prescription at an in-network pharmacy, your pharmacist can identify harmful drug interactions and other dangers by viewing your drug history.
- **Mail order and 90-day retail pharmacy options.** Mail order/home delivery may be available for medications you take regularly. You may also get a 90-day supply of maintenance medications at Rite Aid retail pharmacies for the same cost-share as mail order/home delivery to help make medication adherence easier and more affordable. Check your prescription drug benefits for specific details pertaining to the 90-day retail pharmacy benefit that may apply to your plan.

## How to fill your prescription at a retail pharmacy

Present your ID card and your prescription at an in-network pharmacy for your plan. The pharmacist will confirm your eligibility for benefits and determine your share of the cost of your prescription. Your doctor may also electronically submit your prescription to your pharmacy.

## In-network pharmacies

A pharmacy is considered in-network if it is in the pharmacy network for your plan. If your plan uses the Preferred Pharmacy network, Walgreens is not an in-network pharmacy.

When you're traveling, you will find that most of the pharmacies in all 50 states accept your ID card and can fill your prescription for the same cost you pay at an in-network pharmacy at home.

To locate an in-network pharmacy, log in at **amerihealth.com** or call the Pharmacy Benefits number on the back of your ID card.

## Out-of-network pharmacies

If your prescription is filled at a pharmacy that does not participate in the network for your plan, you will have to pay the pharmacy's regular charge right at the counter. Then, depending on your plan design, you may submit a prescription reimbursement claim form for partial reimbursement to the address noted on the form.

Your reimbursement check should arrive within 14 days from the day your claim form is received.

Keep in mind that your plan sponsor selected AmeriHealth and/or its subsidiaries based in part on the discounted drug prices that the pharmacy benefits manager has negotiated. When you use a out-of-network pharmacy that has not agreed to charge a discounted price, it costs your plan more money; part of that cost is passed on to you.



### Find a pharmacy

Log in at **amerihealth.com** or call the Pharmacy Benefits number on the back of your member ID card.

## Understanding your prescription

We provide our members with comprehensive prescription drug coverage. The drug formulary includes generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. The formulary is reviewed regularly to ensure its continued effectiveness.

A brand drug is manufactured by only one company, which advertises and sells its product under a special trade name. In many cases, brand drugs are quite expensive, which is why your share of the cost is higher. Generic drugs are typically manufactured by several companies and are almost always less expensive than the brand drug. Generic drugs are approved by the U.S. Food and Drug Administration (FDA) to ensure they are as safe and effective as their brand counterparts. However, not every brand drug has a generic version.

To check the formulary status of drugs, log in at **amerihealth.com**.

In addition to the drug formulary, you will also find helpful information on these related topics:

- Prior authorization
- Formulary exception process
- Age and quantity limits
- Drug pricing and drug alternatives

If you're not sure if brand or generic drugs are right for you, talk to your doctor. The pharmacist may, on occasion, discuss with your doctor whether an alternative drug might be appropriate for you. Let your doctor know if you have a question about a change in prescription or if you prefer the original prescription. Your doctor makes the final decision on the necessity of you getting a brand drug.

Certain controlled substances and other prescribed medications may be subject to dispensing limitations. If you have any questions regarding your medication, please call the Pharmacy Benefits number on the back of your member ID card.

## Preventive drugs for adults and children

Your prescription drug plan includes 100 percent coverage for some preventive medications when received from an in-network pharmacy. This means that you won't have to pay copays, coinsurance, or deductibles for certain preventive medications with a prescription from your doctor. Receiving preventive care helps you stay healthy and may improve your overall health.

For a list of preventive drugs eligible for 100 percent coverage, visit **amerihealth.com** or call the Pharmacy Benefits number on the back of your member ID card.



**If you have any questions about your prescription drug plan, call the Pharmacy Benefits number on the back of your member ID card.**



### Brand vs. generic

Generic drugs are as effective as brand drugs and could save you money. Consult your doctor to find out which drug is best for you.

# Mail order/home delivery

If your doctor has prescribed a medication that you need to take regularly over a long period of time, mail order/home delivery is an excellent way to get a long-lasting supply and, depending on your plan, reduce your out-of-pocket costs.

## Mail order/home delivery is convenient and safe to use

If you choose mail order/home delivery, your doctor can prescribe a supply that will last up to 90 days. This means that you can get three times as many doses of your maintenance medication at one time through mail order/home delivery.

Mail order/home delivery prescriptions have been safely handled through the mail for many years. When your order is received, a team of registered, licensed pharmacists checks your prescription against the record of all drugs dispensed to you by an in-network pharmacy. This process ensures that every prescription is reviewed for safety and accuracy before it is mailed to you.

If there are questions about your prescription, a pharmacist will contact your doctor before your medication is dispensed. Your medication will be sent to your home within 14 days from the date your legible and complete order is received.

There may be times when you need a prescription right away. On these occasions, you should have your prescription filled at a local in-network pharmacy. If you need medication immediately, but you will be taking it on an ongoing basis, ask your doctor to write two separate prescriptions: you can have the first prescription filled locally for an initial 30-day supply of your medication, and you can use the second prescription to submit your mail order/home delivery request.*

## How to request mail order/home delivery:

1. When you are prescribed a chronic or maintenance drug therapy, ask your doctor to write the prescription for a 90-day supply, plus refills. Make sure your doctor knows that you have a mail order/home delivery service so that you get one 90-day prescription and not three 30-day prescriptions (the cost of the three 30-day prescriptions may be more than the cost for one 90-day prescription). If you're taking medication now, ask your doctor for a new prescription.
2. Complete the Mail Service Order Form with your first order only. Forms and envelopes are available by calling the Pharmacy Benefits number on the back of your member ID card or download the form when you log in at **amerihealth.com**.
3. Be sure to answer all the questions and include your member ID number. An incomplete form can cause a delay in processing. Send the completed Mail Service Order Form, your original 90-day prescription, and your payment to OptumRx.
4. Your mail order/home delivery request will be processed and your medication sent to you within 14 days from the day OptumRx receives your order, along with instructions for future refills. Standard shipping is via U.S. Mail and is free of charge. Narcotic substances and refrigerated medicines will be shipped by FedEx® at no additional charge. Your order will be shipped to the address you provide on the form.
5. Mail order/home delivery requests can also be initiated when you log in at **amerihealth.com**.



### Online services

Log in at **amerihealth.com** to take advantage of convenient features, such as:

- Pharmacy search
- Formulary search
- Drug pricing and drug alternatives
- Claims information
- Mail order/home delivery refill request

* Prescription drug mail order/home delivery services are administered by OptumRx Home Delivery, an independent company.

## How can my doctor order a prescription for me?

Doctors can call our toll-free number to prescribe your medication(s) or submit prescriptions via fax or electronically using ePrescribing. In addition to the prescription information, your doctor must provide your member ID number, name, and date of birth. Note: To be legally valid, the fax must originate from the doctor's office. All state laws apply.

You will be dispensed the lower-priced generic drug (if manufactured) unless your doctor writes "brand medically necessary" or "dispense as written" on your prescription, or you indicate that you do not want the generic version of your brand drug on the Mail Service Order Form. A Mail Service Order Form will be included with each mail order/home delivery.

## Paying for mail order/home delivery services

Your payment can be a check or money order (made payable to OptumRx), or you can complete the credit card portion of the Mail Service Order Form. OptumRx accepts Visa, MasterCard®, Discover®, and Amex®. Please do not send cash.

If you are uncertain of your payment, call the Pharmacy Benefits number on the back of your ID card. If the payment you enclose is incorrect, you will be sent either a reimbursement check or an invoice, as appropriate.

## Mail order/home delivery refills

You can manage your prescriptions, order refills, and pay for your refills online when you log in at **amerihealth.com**.

When you receive a medication through the mail order/home delivery service, you will also receive a notice showing the number of refills allowed by your doctor. To avoid the risk of being without your medication, mail the refill notice and your payment two weeks before you expect your present supply to run out.

The refill notice will include the date when you should reorder and the number of refills you have left. Remember, most prescriptions are valid for a maximum of one year. Please note: PRN (take as needed) refills in the Commonwealth of Pennsylvania are limited to five times or six months, whichever is less.

If you have any questions concerning this program, call the Pharmacy Benefits number on the back of your ID card.

## Self-administered specialty drug coverage

Self-injectables and other oral specialty drugs that can be administered by you, the patient, or by a caregiver outside of the doctor's office are generally covered under your prescription drug benefits. Filling your prescription for a specialty drug via the OptumRx specialty pharmacy program can save you money and provide you with support by a pharmacist very experienced with specialty medications and their side effects.

The administration of a self-injectable drug by a medical professional is covered under your AmeriHealth medical benefit, even if you obtained the self-injectable through the OptumRx specialty pharmacy program. However, the drug itself will be covered under your prescription drug benefit.

The self-injectable drugs covered under your medical plan include drugs that:

- Are required by law to be covered under both medical benefits and prescription drug benefits (for example, insulin)
- Are required for emergency treatment, such as self-injectables that counteract allergic reactions

## Use your vision benefits

Vision problems are among the most prevalent health issues in the United States. Three out of four adults use some form of vision correction. An eye exam can help detect vision problems and also help detect more serious chronic health conditions, such as diabetes, hypertension, and heart disease.

Administered by Davis Vision, your vision plan features a robust network, low out-of-pocket costs, and variety of value-added services.

## Freedom of provider choice

You have access to the national Davis Vision network, which includes more than 160,000 access points for independent eye care professionals and large retail and online providers, including Visionworks, **Befitting.com**, **Glasses.com**, and **1800Contacts.com**.

## Low-cost frames and lens options

You have several options to choose from for your eyewear needs:

- Select frames from the Davis Vision Exclusive Collection, which are covered in full or with a minimal copay. An interactive frame try-on tool will allow you to see what the frames look like on before purchasing them.
- Choose from any participating independent or retail provider's own frame collection and receive an allowance. This includes the following online providers: **1800Contacts.com**, **Befitting.com**, and **Glasses.com**. You may have an enhanced frame allowance towards the purchase of frames at Visionworks stores. Please refer to your benefits for more information.

With fixed pricing on all lens styles and coatings, including blue light coatings, it's easy to predict your out-of-pocket costs. All frames and lenses provided by Davis Vision providers are warranted against breakage for one year from the original date of dispensing.

## Coverage for contacts and laser vision correction

You have the option to choose contact lenses instead of eyeglasses using your allowance. You can also use your contact lens benefit allowance at **1800Contacts.com**, which features an extensive collection, mail order, and discounted pricing.

If you're eligible and interested in LASIK laser vision correction services, you can receive exclusive discounted pricing and financing options from a national network of credentialed physicians.

## View your benefits online

Log in at **amerihealth.com** to:

- Check eligibility and plan allowances
- Locate an in-network provider

## Additional value-added services

Through your Davis Vision benefits, you have access to a free hearing exam and exclusive discounts on hearing aids, supplies, and more from Your Hearing Network.

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Coverage issued by AmeriHealth HMO, Inc. and/or AmeriHealth Insurance Company of New Jersey.

AmeriHealth vision plans are administered by Davis Vision, an independent company.
An affiliate of AmeriHealth has a financial interest in Visionworks, a separate company.

AmeriHealth

Vision plan administered by DavisVision™

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**HMO**

**GROUP HEALTH MAINTENANCE ORGANIZATION**

**BENEFITS BOOKLET**

**AMERIHEALTH HEALTH BENEFITS PLAN**
By and Between

**AmeriHealth HMO, Inc.**
("AmeriHealth" or "the Health Benefit Plan")

A Pennsylvania corporation
Located at:
1901 Market Street
P.O. Box 7516
Philadelphia, PA 19103-7516

And
**Group (Contract Holder)**
(Called "the Group")

The Health Benefit Plan certifies that the enrolled Employee and the enrolled Employee's eligible Dependents, if any, are entitled to the benefits described in this Evidence of Coverage ("Benefit Booklet"), subject to the eligibility and Effective Date requirements.

This Benefit Booklet replaces any and all Benefit Booklets previously issued to the Member under any group contracts issued by the Health Benefit Plan providing the types of benefits described in this Benefit Booklet.

The Contract is between the Health Benefit Plan and the Contract Holder. This Benefit Booklet is a summary of the provisions that affect the Member's Health Benefit Plan. All benefits and exclusions are subject to the terms of the Group Contract.

**AMERIHEALTH HMO, INC.**

ATTEST:

Koleen Cavanaugh
SVP and Chief Marketing Officer

Jonathan Stump
VP Product Services

**AMERIHEALTH HEALTH BENEFITS PLAN**

Administered by

**AmeriHealth HMO, Inc.**
("AmeriHealth" or "the Claims Administrator")

A Pennsylvania corporation
Located at:
1901 Market Street
P.O. Box 7516
Philadelphia, PA 19103-7516

**Language Assistance Services**

**Spanish:** ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

**Chinese:** 注意：如果您讲中文，您可以得到免费的语言协助服务。致电 1-800-275-2583。

**Korean:** 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

**Portuguese:** ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

**Gujarati:** સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કૉલ કરો.

**Vietnamese:** LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

**Russian:** ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

**Polish** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

**Italian:** ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

**Arabic:**
ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

**Telugu:** శ్రద్ధ పెట్టండి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషాసహాయక సేవలు ఉచితంగాలభిస్తాయి. 1-800-275-2583 (TTY: 711) కు కాల్ చేయండి.

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

**French:** ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

**Pennsylvania Dutch:** BASS UFF: Wann du Pennsylvania Deitsch schwetzscht, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

**Hindi:** ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

**Japanese:** 備考：母国語が日本語の方は、言語アシスタンスサービス（無料）をご利用いただけます。1-800-275-2583へお電話ください。

**Persian (Farsi):**
توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

**Navajo:** Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh. Hódíílnih koji' 1-800-275-2583.

**Urdu:**
توجہ درکارہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں. کال کریں 1-800-275-2583.

**Mon-Khmer, Cambodian:** សូមមេត្តាចាប់អារម្មណ៍៖ ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Taglines as of 11/4/2024

**Discrimination is Against the Law**

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - — Qualified sign language interpreters
  - — Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
  - — Qualified interpreters
  - — Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: civilrightscoordinator@1901market.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at **http://www.hhs.gov/ocr/office/file/index.html**.

This notice is available at the following website: **https://www.healthinsurancehosting.com/notices**.

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## INTRODUCTION

Welcome to the Health Benefits Plan established by the Group and administered by AmeriHealth HMO, Inc. ("AmeriHealth" or "the Claims Administrator"). AmeriHealth has entered into an arrangement with the Group to provide claims administration services and to make its Provider networks available for this Program.

This Benefit Booklet is a description of the terms, conditions and procedures required to be followed in order to receive the benefits and Covered Services to which the Member is entitled. Covered Services are described in the ***Description of Covered Services*** section of this Benefit Booklet. Benefits, exclusions and Limitations appear in the ***Exclusions – What Is Not Covered*** and the ***Schedule Of Covered Services*** section of this Benefit Booklet.

If changes are made to this Program, the Member will be notified. Changes will apply to benefits for services received on or after the effective date unless otherwise required by applicable law.

The effective date is the *later* of:

- The effective date of the change;
- The Member's Effective Date of coverage; or
- The Administrative Services Only Agreement anniversary date coinciding with or next following that service's effective date.

Please read this Benefit Booklet thoroughly and keep it handy. It will answer most questions regarding the Claims Administrator's procedures and services.

**If Members have any questions, they should contact their Plan Administrator or call the Customer Service Department ("Customer Service") at the telephone number shown on the Member's Identification Card ("ID Card")**.

Any rights of a Member to receive benefits under the Administrative Services Only Agreement and Benefit Booklet are personal to the Member and may not be assigned in whole or in part to any person, Provider or entity, nor may benefits be transferred, either before or after Covered Services are rendered. However, a Member can assign benefit payments to the custodial parent of a Dependent covered under the Administrative Services Only Agreement and Benefit Booklet, as required by law.

See ***Important Notices*** section for updated language and coverage changes that may affect this Benefit Booklet.

# Your Costs

| | |
|---|---|
| **Benefit Period** | Calendar Year (1/1 – 12/31) |
| **Program Deductible** | |
| Per Member | $500 |
| Per Family | $1,000 |

The Family Deductible will be applied for all family Members covered under a family Coverage. It will not be applied to any covered individual family Member once that covered individual has satisfied the Deductible for that Benefit Period, or the Family Deductible has been satisfied for all covered family Members combined.

The Member will also be responsible to pay costs for services that are that are not covered by the Claims Administrator.

| | |
|---|---|
| **Out-of-Pocket Maximum** | |
| Per Member | $3,500 |
| Per Family | $7,000 |

The Out-of-Pocket Maximum is the maximum dollar amount that a Member pays for Covered Services in each Benefit Period. The Out-of-Pocket Maximum includes Copayments, Coinsurance, and Deductible amounts, if applicable, for Essential Health Benefits. It does not include any amounts above the Allowed Amount for a specific Provider, or the amount for any services not covered under this Benefit Booklet.
If you have met the Out-of-Pocket Maximum in this Benefit Period and your Provider continues to ask for cost sharing, please contact Customer Service.
This maximum includes Copayments required under the Vision benefit, if made a part of the Program.

| | |
|---|---|
| **Lifetime Benefit Maximum** | Unlimited |

## SCHEDULE OF COVERED SERVICES

The Member is entitled to benefits for the Covered Services described in their Benefit Booklet, subject to any Coinsurance, Copayment or Limitations described below.

If the Participating Provider's usual fee for a Covered Service is less than the Coinsurance or Copayment shown in this schedule, the Member is only responsible to pay the Participating Provider's usual fee. The Participating Provider is required to remit any Coinsurance or Copayment overpayment directly to the Member. Contact Customer Service at the phone number on the Member ID Card with any questions regarding this.

The Member's Primary Care Physician or Specialist must obtain Preapproval from the Claims Administrator to confirm this Program's coverage for certain Covered Services. If the Member's Primary Care Physician or Specialist provides a Covered Service or Referral without obtaining the Claims Administrator's Preapproval, the Member is not responsible for payment for that Covered Service. The Member can access a complete list of services that require Preapproval, by logging onto www.amerihealth.com/preapproval, or by calling Customer Service at the phone number listed on the Member ID Card to have the list mailed to them.

| BENEFIT | COST SHARING |
|---|---|
| **Acupuncture**[4] | 10%, after Deductible |
| *Note for Acupuncture shown above:* Benefit Period maximum: 12 visits | |
| **Alcohol Or Drug Abuse And Dependency Treatment**[3] (Including Detoxification Services) | |
| Inpatient | $240 Copayment per admission, after Deductible |
| Outpatient | |
| Office Visit | None, Deductible does not apply |
| All Other | None, Deductible does not apply |
| Telebehavioral Health | None, Deductible does not apply |
| **Ambulance Services/Transport**[4] | |
| Emergency | None, after Deductible |
| Non-Emergency | None, after Deductible |
| **Autism Spectrum Disorders**[4] | Same cost-sharing as any other Covered Service within the applicable medical service category (For example, Specialist, Hospital Services, Therapy Services, etc.) |
| *Note for Autism Spectrum Disorders shown above:* Visit limits do not apply to services provided for this condition. | |
| If this Program does not provide coverage for Prescription Drugs, Autism Spectrum Disorders medications are covered less the applicable Coinsurance per 30-day Prescription Order: | |
| Generic Coinsurance - 30% of the retail pharmacy price | Brand Coinsurance - 30% of the retail pharmacy price |
| **Blood**[3] | None, Deductible does not apply |
| **Day Rehabilitation Program**[4] | None, after Deductible |
| **Diabetic Education Program**[4] | None, Deductible does not apply |
| *Note for Diabetic Education Program shown above:* Copayments, Coinsurance and maximum amounts do not apply to this benefit | |
| **Diabetic Equipment And Supplies**[4] | None, after Deductible |
| **Diagnostic Services - Non-Routine**[4] (including MRI/MRA, CT scans, PET scans,Sleep Studies) | None, Deductible does not apply |
| **Diagnostic Services - Routine**[4] | None, Deductible does not apply |
| **Durable Medical Equipment and Consumable Medical Supplies**[4] | None, after Deductible |
| **Emergency Care Services**[4] | $200 Copayment per date of service (waived if admitted), after Deductible |
| *Note for Emergency Services shown above:* The emergency room Copayment will be the PCP Office Visit Copayment if the Member notifies us that they were directed to the emergency room by their Primary Care Physician or the Claims Administrator, and the services could have been provided in their Primary Care Physician's office. | |
| **Hearing Care**[4] | None, Deductible does not apply |
| Note for Hearing Care shown above: In-Network/Out-of-Network Maximum: 1 per ear (maximum of 2*), per 36 months, up to a lifetime maximum of $5,000<br>* maximum of 2 is defined as 1 monaural Hearing Aid per ear up to a maximum of 2; or 1 binaural Hearing Aid | |
| **Home Health Care**[4] | None, after Deductible |

| BENEFIT | COST SHARING |
|---|---|
| **Hospice Services**[3] | |
| Inpatient Hospice Service | None, after Deductible |
| Outpatient Hospice Services | |
| Professional Service | None, after Deductible |
| Facility Service for Respite Care | None, after Deductible |
| *Note for Hospice Services shown above:* Respite Care: Maximum of seven days every six months | |
| **Hospital Services**[2] | $240 Copayment per admission, after Deductible |
| **Immunizations**[1] | None, Deductible does not apply |
| **Injectable Medications**[4] | None, after Deductible |
| *Note for Injectable Medications shown above:* The cost-sharing amounts for injected or infused drugs set forth above are applicable to those injected or infused drugs administered to a Member who does not receive cost-sharing assistance such as coupons/copay cards provided by a drug manufacturer. In the event a Member does elect to receive such cost-sharing assistance, amounts paid or credited by a drug manufacturer on behalf of a Member will not accrue toward the satisfaction of the Member's Deductible, if applicable, or Out-of-Pocket Maximum. Additionally, the HMO may elect to implement a program whereby each separate injected or infused drug will be paid by the HMO subject to variable copayment amounts. This variable copayment amount associated with an injected or infused drug or for certain other high-cost injected or infused drugs experienced by a Member will not result in a Member paying more cost-sharing out of pocket for an injected or infused drug than they would have paid absent the HMO's application of the program. Members who exhaust cost-sharing assistance available from a manufacturer will not be responsible for more cost-sharing for the drug or refill than the amount for which they were responsible while receiving such cost-sharing assistance. | |
| **Insulin And Oral Agents**[4] | None, less the Copayment amount, if applicable |
| *Note for Insulin and Oral Agents shown above:* If this Program does not provide coverage for Prescription Drugs, insulin and oral agents are covered less the applicable Copayment per Prescription Order: | |
| Generic Copayment – $10 | Brand Copayment – $15 |
| **Laboratory and Pathology Tests**[4] | None, Deductible does not apply |
| **Maternity/OB-GYN/Family Services**[3] | |
| **Artificial Insemination** | Single copayment of $25, after Deductible |
| **Fertility Services** | None, after Deductible |
| **Elective Abortions** | |
| Professional Service | None, after Deductible |
| Outpatient Facility Charges | $100 Copayment per Outpatient surgical procedure performed, after Deductible |
| **Maternity/Obstetrical Care** | |
| Professional Service | Single Copayment of $25, Deductible does not apply |
| Facility Service-Inpatient/Birthing Center | $240 Copayment per admission, after Deductible |
| **Newborn Care** | None, after Deductible |
| **Medical Care**[2] | None, after Deductible |
| **Medical Foods And Nutritional Formulas**[4] | None, Deductible does not apply |
| **Mental Health Care and Serious Mental Illness Health Care**[3] | |
| Inpatient | $240 Copayment per admission, after Deductible |
| Outpatient | |
| Office Visit | None, Deductible does not apply |
| All Other | None, Deductible does not apply |

| BENEFIT | COST SHARING |
|---|---|
| Telebehavioral Health | None, Deductible does not apply |
| **Methadone Treatment**[3] | None, Deductible does not apply |
| **Nutrition Counseling**[1] | None, Deductible does not apply |
| *Note for Nutrition Counseling shown above:* Benefit Period maximum: 6 visits/sessions. Benefit Period maximums do not apply to services that are prescribed for Mental Health Care and Serious Mental Illness Health Care, and Treatment of Alcohol or Drug Abuse and Dependency. | |
| **Preventive Care – Adult**[1] | None, Deductible does not apply |
| **Preventive Care - Pediatric**[1] | None, Deductible does not apply |
| **Private Duty Nursing Services**[4] | None, after Deductible |
| **Prosthetic Devices**[4] | None, after Deductible |
| **Skilled Nursing Facility Services**[2] | None, after Deductible |
| **Smoking Cessation**[1] | None, Deductible does not apply |
| **Specialist Office Visits**[4] | $25 Copayment, Deductible does not apply |
| **Spinal Manipulation Services**[4] | None, after Deductible |
| *Note for Spinal Manipulation Services shown above:* Medically Necessary treatment received in a 20 consecutive day period per acute medical episode. Treatment is limited to conditions which are subject to significant improvement within the treatment period. | |
| **Surgical Services**[3] | |
| Outpatient Facility Service | $100 Copayment per Outpatient surgical procedure performed, after Deductible |
| Outpatient Professional Services | None, after Deductible |
| Outpatient Anesthesia | None, after Deductible |
| Second Surgical Opinion (Voluntary) | None, after Deductible |
| **Therapy Services**[4] | |
| Cardiac Rehabilitation Therapy | None, Deductible does not apply |
| *Note for Cardiac Rehabilitation Therapy shown above:* Benefit Period Maximum: 36 sessions | |
| Chemotherapy | None, after Deductible |
| Dialysis | None, after Deductible |
| Infusion Therapy | None, after Deductible |
| Orthoptic/Pleoptic Therapy | None, after Deductible |
| *Note for Orthoptic/Pleoptic Therapy shown above:* Lifetime Maximum: 8 sessions | |
| Rehabilitation Therapy | None, Deductible does not apply |
| *Note for Rehabilitation Therapy shown above*: Benefit Period maximum: 60 consecutive days per condition per acute medical episode.<br><br>Treatment is limited to conditions which are subject to significant improvement within the rehabilitation benefit period. | |
| Benefit Period Maximum amounts that apply to Physical Therapy do not apply to the treatment of lymphedema related to mastectomy.<br>Benefit Period Maximums that apply to Physical Therapy, Occupational Therapy, and Speech Therapy do not apply to services that are prescribed for Mental Health Care and Serious Mental Illness Health Care, and Treatment for Alcohol or Drug Abuse and Dependency. | |

| BENEFIT | COST SHARING |
|---|---|
| Pulmonary Rehabilitation Therapy | None, Deductible does not apply |
| Radiation Therapy | None, after Deductible |
| Respiratory Therapy | None, Deductible does not apply |
| **Transplant Services**[3] | Applicable Inpatient or Outpatient Facility or Professional Provider Copayments or Coinsurance will apply |
| **Urgent Care Centers**[4] | $50 Copayment per visit, after Deductible |
| **Women's Preventive Care**[1] | None, Deductible does not apply |
| *Note for Women's Preventive Care shown above:* Contraceptives mandated by the Women's Preventive Services provision of PPACA, are covered at 100% when obtained at a Participating Pharmacy or a Participating Mail Service Pharmacy for certain generic products and brand products. All other contraceptive products are covered at standard cost-sharing as reflected in this *Schedule of Covered Services*. | |

| BENEFIT | For Benefits managed by Livongo Health, Inc. | For Benefits not managed by Livongo Health, Inc. |
|---|---|---|
| **Diabetes Management Program (Managed by Livongo Health, Inc.)** [4] | None, Deductible does not apply | Not Covered |

| [BENEFIT | FOR BENEFITS PROVIDED BY CONTRACTED VENDOR: |
|---|---|
| **Virtual Care Services**[4] | |
| Telemedicine Visit (Vendor/Virtual Provider) | None, Deductible does not apply |
| Teledermatology | None, Deductible does not apply |
| Telebehavioral Health | None, Deductible does not apply |

- * If an inpatient Copayment is shown in this schedule, it applies to each admission, readmission or transfer of a Member for Covered Services for Inpatient treatment of any condition. For purposes of calculating the total Copayment due, any admission occurring within ten days of discharge from any previous admission shall be treated as part of the previous admission.

**Limited Pharmacy**
(applies to coverage of Diabetes and Autism Spectrum Disorders only)

If this Program does not provide separate coverage for Prescription Drugs, benefits are provided for the following less the applicable cost share per Prescription Order.

**Pharmacy Limitations:**

[1.] This benefit does not include insulin and oral agents or ASD drugs available under a Prescription Drug benefit or a Freestanding Prescription Drug agreement under this plan.

[2.] A pharmacy need not dispense a Prescription Order which, in the Pharmacist's professional judgment, should not be filled, without first consulting with the prescribing physician.

[3.] The quantity of a Prescription Drug, for purposes of cost-sharing, dispensed from a pharmacy pursuant to a Prescription Order or Refill is limited to 30 days. That is, the Member will be responsible for the cost for each 30 day supply of insulin or oral agents or their ASD drug.

[4.] The dollar amount paid by a third party will not accumulate toward any applicable Deductible or Out-of-Pocket Maximum to the extent permitted by law.

[5.] The Member will pay to the pharmacy 100% of the cost for the insulin or oral agent dispensed or ASD drug. A claim for reimbursement should be submitted to the Claims Administrator. The Member can access a claim form at the Claims Administrator's website listed on their ID Card, or they can call Customer Service at the phone number listed on their ID Card to have one mailed to them.

(1) Located in the Primary & Preventive Care Section of the ***Description of Covered Services***
(2) Located in the Inpatient Section of the ***Description of Covered Services***
(3) Located in the Inpatient/Outpatient Section of the ***Description of Covered Services***
(4) Located in the Outpatient Section of the ***Description of Covered Services***

## DESCRIPTION OF COVERED SERVICES

Subject to the Exclusions, conditions and Limitations of this Program, a Member is entitled to benefits for the Covered Services described in this ***Description of Covered Services*** section. The Member may be responsible for applicable cost sharing or there may be limits on services as specified in the ***Schedule of Covered Services*** section of the Benefit Booklet. Additional benefits may be provided by the Group through the addition of a Rider. If applicable, this benefit information is also included with this Benefit Booklet. Please take time to read this ***Description of Covered Services*** and the ***Schedule of Covered Services***, and use them as references whenever services are required.

Most Covered Services are provided or arranged by the Member's Primary Care Physician. In the event there is no Participating Provider to provide the specialty or subspecialty services that the Member needs, a Referral to a Non-Participating Provider will be arranged by the Member's Primary Care Physician, with approval by the Claims Administrator. See ***Access to Primary, Specialist, And Hospital Care*** in the ***General Information*** section for procedures for obtaining Preapproval for use of a Non-Participating Provider.

Some Covered Services must be Preapproved before the Member can receive the services. The Primary Care Physician or Referred Specialist must seek the Claims Administrator's approval and confirm that coverage is provided for certain services. Preapproval of services is a vital program feature that reviews Medical Necessity of certain procedures and/or admissions. In certain cases, Preapproval helps determine whether a different treatment may be available that is equally effective yet less traumatic. Preapproval also helps determine the most appropriate setting for certain services.

If a Primary Care Physician or Referred Specialist provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment. To access a complete list of services that require Preapproval, log onto www.amerihealth.com/preapproval, or the Member can call Customer Service at the phone number listed on the Member ID Card to have the list mailed to them.

If the Member should have questions about any information in this Benefit Booklet or need assistance at any time, please feel free to contact Customer Service by calling the telephone number shown on the Member ID Card.

### PRIMARY AND PREVENTIVE CARE

The Member is entitled to benefits and Primary and Preventive Care Covered Services when:

- The Member's Primary Care Physician (PCP) either provides or arranges for these Covered Services, as noted.
- The Member's Primary Care Physician (PCP) provides a Referral, when one is required, to a Participating Professional Provider when their condition requires a Specialist's Services.

If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:

- They will be covered, when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone

number found on the Member's ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:
- This will require yet another electronic referral from the Member's Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services

**Note:** Cost-sharing requirements, if any, are specified in the ***Schedule of Covered Services***.

"Preventive Care" services generally describe health care services performed to catch the early warning signs of health problems. These services are performed when the Member has no symptoms of disease.

"Primary Care" services generally describe health care services performed to treat an illness or injury.

The Claims Administrator reviews the ***Schedule of Covered Services***, at certain times. Reviews are based on recommendations from organizations such as:
- The American Academy of Pediatrics;
- The American College of Physicians;
- The U.S. Preventive Services Task Force; and
- The American Cancer Society.

Accordingly, the frequency and eligibility of Covered Services are subject to change. A list of Preventive Care Covered Services can be found in the Preventive Schedule document. A complete listing of recommendations and guidelines can be found at https://www.healthcare.gov/preventive-care-benefits/.

The Claims Administrator reserves the right to modify the Preventive Schedule document at any time.

**Allergy Injections**
Benefits are provided for allergy extracts and allergy injections.

**Hearing Screening for Diagnostic Purposes**

**Immunizations**
The Claims Administrator will provide coverage for the following:
- Pediatric Immunizations;
- Adult Immunizations; and
- The agents used for the Immunizations.

All immunizations and the agents must conform to the standards of the *Advisory Committee on Immunization Practices (ACIP) of the Center for Disease Control, U.S. Department of Health and Human Services*.

Pediatric and adult Immunization schedules may be found in the Preventive Schedule document.

**Nutrition Counseling**
The Claims Administrator will provide coverage for nutrition counseling visits or sessions. However, they need to be performed and billed by any of the following Providers, in an office setting:

- By the Member's Physician;
- By a Referred Specialist; or
- By a Registered Dietitian (RD).

This benefit is in addition to any other nutrition counseling Covered Services described in this Benefit Booklet. The Member does not need a Referral from their Primary Care Physician to obtain services for Nutrition Counseling.

**Osteoporosis Screening (Bone Mineral Density Testing or BMDT)**
The Claims Administrator will provide coverage for Bone Mineral Density Testing (BMDT) in accordance with the Preventive Schedule document. The method used needs to be one that is approved by the U.S. Food and Drug Administration. This test determines the amount of mineral in a specific area of the bone. It is used to measure bone strength which depends on both bone density and bone quality. Bone quality refers to architecture, turnover and mineralization of bone.

The BMDT must be prescribed by a Professional Provider legally authorized to prescribe such items under law.

**Preventive Care - Adult**
Adult Preventive Care includes routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document attached to the Contract.

**Preventive Care - Pediatric**
Pediatric Preventive Care includes routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document attached to the Contract.

**Primary Care Physician Office Visits/Retail Clinics**
The Claims Administrator will provide coverage for Medical Care visits, by a Primary Care Physician, for any of the following services:
- The examination of an illness or injury;
- The diagnosis of an illness or injury;
- The treatment of an illness or injury;

For the purpose of this benefit, "Office Visits" include:
- Medical Care visits to a Primary Care Physician's office;
- Medical Care visits to the Member's residence;
- Medical Care consultations on an Outpatient basis;
- Medical Care visits to the Member's Primary Care Physician's office, during and after regular office hours; or
- Emergency visits to the Member's residence, if within the Service Area.

In addition to Office Visits a Member may receive Medical Care at a Retail Clinic. Retail Clinics are staffed by certified family nurse practitioners, who are trained to diagnose, treat, and write Prescriptions when clinically appropriate. Nurse practitioners are supported by a local Physician who is on-call during clinic hours to provide guidance and direction when necessary.

Examples of treatment and services that are provided at a Retail Clinic include, but are not limited to:
- Sore throat;
- Ear, eye, or sinus infection;
- Allergies;
- Minor burns;
- Skin infections or rashes; and
- Pregnancy testing.

**Smoking Cessation**
Smoking cessation includes clinical preventive services rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF) as described under the Preventive Services provision of the Patient Protection and Affordable Care Act.

**Women's Preventive Care**
Women's Preventive Care includes coverage for an initial physical examination for pregnant women to confirm pregnancy, screening for gestational diabetes, and other Covered Services, in accordance with the Preventive Schedule document attached to the Contract.

Covered Services and Supplies include, but are not limited to, the following:

- Routine Gynecological Exam, Pap Smear. Members are covered for one (1) routine gynecological exam each Benefit Period. This includes the following:
  - A pelvic exam and clinical breast exam; and
  - Routine Pap smears.

  These must be done in accordance with the recommendations of the *American College of Obstetricians and Gynecologists.*

  Members have direct access to care by a participating obstetrician or gynecologist. This means the Member does not need a referral, from the Member's Primary Care Physician, to receive this care**.**
- Mammograms. Coverage will be provided for screening mammograms without Referral.

  The Claims Administrator will only provide benefits for mammography if the following applies:
  - It is performed by a qualified mammography service Provider.
  - It is performed by a Participating Provider who is properly certified by the appropriate state or federal agency.
  - That certification is done in accordance with the Mammography Quality Assurance Act of 1992.
- Breastfeeding comprehensive support and counseling from trained providers; access to breastfeeding supplies, including coverage for rental of hospital-grade breastfeeding pumps under DME with Medical Necessity review; and coverage for lactation support and counseling provided during postpartum hospitalization, Mother's Option visits, and obstetrician or pediatrician visits for pregnant and nursing women at no cost share to the Member when provided by a Participating Provider.
- Contraception: The Women's Preventive Services Initiative recommends that adolescent and adult women have access to the full range of female-controlled contraceptives to prevent unintended pregnancy and improve birth outcomes. Contraceptive care should include contraceptive counseling, initiation of contraceptive use, and follow-up care. The full range of contraceptive methods for women currently identified by the U.S. Food and Drug Administration (FDA) include
  - Sterilization surgery for women;
  - Surgical sterilization implant for women;
  - Implantable rod;
  - IUD copper;
  - IUD with progestin;
  - The shot or injection;
  - Oral contraceptives (combined pill);
  - Oral contraceptives (progestin only, and);
  - Oral contraceptives (extended or continuous use);
  - The contraceptive patch;

- Vaginal contraceptive rings;
- Diaphragm;
- Contraceptive sponges;
- Cervical caps;
- Female condoms;
- Spermicides;
- Emergency contraception (levonorgestrel); and
- Emergency contraception (ulipristal acetate)

- Although all Food and Drug Administration-approved contraceptive methods and patient education and counseling are covered, only certain contraceptive drug options in each category are covered at no cost share to the Member when provided by a Participating Provider. Contraception drugs and devices are covered under this Program unless otherwise covered under the Prescription Drug benefit issued with this Program. Abortifacients are not considered contraceptives.

If a Member's Physician determines that they require more than one well-women visit annually to obtain all recommended preventive services (based on the women's health status, health needs and other risk factors), the additional visit(s) will be provided without cost-sharing.

**INPATIENT SERVICES**

Unless otherwise specified in this Benefit Booklet, services for Inpatient Care are Covered Services when they are:

- Deemed Medically Necessary;
- Provided or Referred by the Member's Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:

- They will be covered, when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone number found on the Member's ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from the Member's Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services.

**Note:** Cost-sharing requirements, if any, are specified in the ***Schedule of Covered Services***.

**PLEASE NOTE: ALL INPATIENT STAYS MUST BE PREAPPROVED BY THE CLAIMS ADMINISTRATOR AT LEAST FIVE WORKING DAYS BEFORE ADMISSION, EXCEPT FOR AN EMERGENCY ADMISSION.**

**Diabetic Equipment and Supplies**

Benefits are provided for equipment and supplies which include:

- Glucose monitors;
- Monitor supplies;
- Insulin;
- Injection aids;
- Syringes;
- Insulin infusion devices;
- Pharmacological agents for controlling;
- blood Sugar; and
- Orthotics.

**Hospital Services**

Benefits are provided for unlimited days in a Hospital.

Rehabilitation Therapy Services may be subject to Limitations.

These limitations, if applicable, are shown on the ***Schedule of Covered Services***.

Unless otherwise included in this Benefit Booklet, the following inpatient Hospital services are Covered Hospital Services:

- Semi-private room and board (other accommodations if Medically Necessary);
- General nursing care;
- Prescription Drugs, medications, and biologicals; (The Claims Administrator reserves the right to apply quantity level limits as conveyed by the FDA or the Claims Administrator's Pharmacy and Therapeutics Committee for certain Prescription Drugs);
- Use of operating room and related services;
- Use of intensive care or cardiac units and related services;
- Oxygen services;
- Administration of whole blood and blood plasma;
- Other Medically Necessary supplies and equipment;
- Diagnostic Laboratory and X-ray;
- Anesthesia services when performed in connection with Covered Services; and
- Benefits are provided for Physician Care for Covered Services received during a Preapproved Inpatient admission.

**Prosthetic Devices**

Surgically implanted Prosthetic Devices (except dental prostheses). For benefits related to Mastectomy Care, see Surgical Services.

**Skilled Nursing Facility**

The Claims Administrator will provide coverage for a Participating Skilled Nursing Facility:

- When Medically Necessary as determined by this Claims Administrator.
- When the Member requires treatment by skilled nursing personnel which can be provided:
  - Only on an Inpatient basis; and
  - Only in a Skilled Nursing Facility.
- As long as the services are not considered Custodial or Domiciliary Care. Benefits are limited to semi-private accommodations (or an allowance equal to this rate which may be applied to private accommodations).

During the Member's admission, members of the Claims Administrator's Care Management and Coordination team are monitoring the Member's stay.

They do this to:

- Assure that a plan for the Member's discharge is in place; and
- Make sure that the Member has a smooth transition from the facility to home or other setting.
- A case manager will work closely with the Member's Primary Care Physician, or the Referred

Specialist to help with the Member's discharge. If necessary, they will arrange for other medical services, as well.

Should the Member's Primary Care Physician, or Referred Specialist, agree with the Claims Administrator that continued stay in a Skilled Nursing Facility is no longer required:

- The Member will be notified in writing of this decision.
- Should the Member decide to remain in the facility after its notification, the facility has the right to bill the Member after the date of the notification.
- The Member may appeal this decision through the Medical Necessity Appeal process.

**Therapy Services**

- Cardiac Rehabilitation Therapy

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells. The cost of these drugs/biologics is covered, provided if it meets all of the criteria listed below:
  - The Drugs/biologics are approved by the U.S. Food and Drug Administration (FDA) as antineoplastic agents.
  - The FDA approved use is based on reliable evidence demonstrating positive effect on health outcomes and/or the use is supported by the established referenced Compendia identified in the Company's policies.
  - Drugs/biologics are eligible for coverage when they are injected or infused into the body by a Professional Provider.

  Note: If this Program does not provide coverage for prescription drugs, oral antineoplastic agents are covered as provided under the benefits described above.

- Dialysis
  Dialysis services are covered until the Member becomes eligible for Medicare coverage of Dialysis.

- Pulmonary Rehabilitation Services
  Benefits are limited to treatment received during a covered inpatient admission.

- Radiation Therapy
  Radiation Therapy services when provided during a covered inpatient admission.

- Rehabilitation Therapy Services
  Inpatient rehabilitation therapy provided by a Hospital, a Skilled Nursing Facility, or a Rehabilitation Hospital. Covered therapies include: Occupational; Physical; Hand; Lymphedema; and Speech. Covered Services are subject to the determination that significant improvement can be expected and include:
  - All therapeutic exercise, testing and soft tissue mobilization;
  - All physical modalities utilizing heat, cold, light, air, electricity, sound, all forms of water therapy, massage, mobilization and mechanical stimulation;
  - Checking out the fitting of splints, braces, prostheses and other orthotic devices (orthotic devices are not covered unless stated otherwise); and
  - Reconditioning, including work reconditioning.

- Respiratory Therapy
  Respiratory Therapy services when provided by a licensed respiratory therapist.

## INPATIENT/OUTPATIENT SERVICES

Unless otherwise specified in this Benefit Booklet, services for Inpatient or Outpatient Care are Covered Services when they are:

- Deemed Medically Necessary;
- Provided or Referred by the Member's Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider:

- They will be covered when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral is valid for 90 days from the date it was issued. This is the case, as long as the Member is still enrolled in this Claims Administrator.
- If the Member receives any bills from the Provider contact Customer Service at the telephone number found on the Member's ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from the Member's Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services.
**Note:** Cost-sharing requirements, if any, are specified in the ***Schedule of Covered Services***.

**PLEASE NOTE: ALL INPATIENT STAYS MUST BE PREAPPROVED BY CLAIMS ADMINISTRATOR AT LEAST FIVE WORKING DAYS BEFORE ADMISSION, EXCEPT FOR AN EMERGENCY ADMISSION.**

### Allergy Testing and Treatment

Allergy tests, testing materials, and treatment.

### Blood

- Services related to an Outpatient transfusion:
  - These are services provided in conjunction with a planned episode of care that requires an Outpatient transfusion.
- Services related to an Inpatient transfusion:
  - These are Inpatient Services in conjunction with a planned episode of care that requires transfusion, including but not limited to, surgical procedures.
- Storage of autologous blood until the date of scheduled care.

### Family Planning

Voluntary family planning services and infertility services. Covered Services include sterilization procedures, such as tubal ligation or vasectomy.

### Hospice Services

The Claims Administrator will provide coverage for palliative and supportive services to a terminally ill Member through a Hospice program by a Participating Hospice Provider.

- Who is eligible: The Member will be eligible for Hospice benefits if both of the following occur:
  - The Member's attending Primary Care Physician or Referred Specialist certifies that the Member has a terminal illness, with a medical prognosis of six months or less
  - The Member elects to receive care primarily to relieve pain.
- The goal of care and what is included: Hospice Care provides services to make the Member as comfortable and pain-free as possible. This is primarily comfort care, and it includes:

- Pain relief;
- Physical care;
- Counseling; and
- Other services, that would help the Member cope with a terminal illness, rather than cure it.

- What happens to the treatment of the Member's illness: When the Member elects to receive Hospice Care:
  - Benefits for treatment provided to cure the terminal illness are no longer provided.
  - The Member can also change their mind and elect to not receive Hospice Care anymore.
- How long Hospice care continues: Benefits for Covered Hospice Services shall be provided until whichever occurs first:
  - The Member's discharge from Hospice Care; or
  - The Member's death.
- Respite Care for the Caregiver: If the Member were to receive Hospice Care primarily in the home, the Member's primary caregiver may need to be relieved, for a short period. In such a case, the Claims Administrator will provide coverage for the Member to receive the same kind of care in the following way:
  - On a short-term basis;
  - As an Inpatient; and
  - In a Medicare certified Skilled Nursing Facility.

This can only be arranged when the Hospice considers such care necessary to relieve primary caregivers in the Member's home.

**Maternity/OB-GYN/Family Services**

- Artificial Insemination
  Facility services provided by a Participating Facility Provider and services performed by a Referred Specialist for the promotion of fertilization of a recipient's own ova (eggs):
  - By the introduction of mature sperm from partner or donor into the recipient's vagina or uterus, with accompanying:
    - Simple sperm preparation;
    - Sperm washing; and/or
    - Thawing.

- Elective Abortions
  The Claims Administrator will provide coverage for services provided in a Participating Facility Provider that is a Hospital or Birth Center. It also includes services performed by a Referred Specialist for the voluntary termination of a pregnancy by a Member.

- Maternity/Obstetrical Care
  The Claims Administrator will provide coverage for Covered Services rendered in the care and management of a pregnancy for a Member.
  - Pre-notification **-**The Claims Administrator should be notified of the need for maternity care within one month of the first prenatal visit to the Physician or Certified Midwife.
  - Facility and Professional Services **-** The Claims Administrator will provide coverage:
    - Facility services: Provided by Participating Facility Provider that is a Hospital or Birth Center; and
    - Professional services: Performed by a Referred Specialist or Certified Midwife;
    - The Claims Administrator will provide coverage for certain services provided by a Referred Specialist for elective home births.
  - Scope of Care **-** The Claims Administrator will provide coverage for:
    - Prenatal care;

    - Postnatal care; and
    - Complications of pregnancy and childbirth.
  - Type of delivery **-** Maternity care Inpatient benefits will be provided for:
    - 48 hours for vaginal deliveries; and
    - 96 hours for cesarean deliveries.

    Except as otherwise approved by the Claims Administrator
  - Home Health Care for Early Discharge: In the event of early post-partum discharge from an Inpatient Admission:
    - Benefits are provided for Home Health Care, as provided for in the Home Health Care benefit.
- Newborn Care
  - A Member's newborn child will be entitled to benefits provided by this Program:
    - From the date of birth up to a maximum of 31 days.
  - Such coverage within the 31 days will include care which is necessary for the treatment of:
    - Medically diagnosed congenital defects;
    - Medically diagnosed birth abnormalities;
    - Medically diagnosed prematurity; and
    - Routine nursery care.
  - Coverage for a newborn may be continued beyond 31 days under conditions specified in the ***General Information*** section of this Benefit Booklet.

**Mental Health Care and Serious Mental Illness Health Care**
Benefits are provided for Covered Services during:
- An Outpatient Mental Health Care or Serious Mental Illness Health Care visit/session.
  - Outpatient services include Telebehavioral Health Services; or
- An Inpatient Mental Health Care or Serious Mental Illness Health Care admission.

Services are covered:
- For the treatment of a mental illness; and
- When provided by a Behavioral Health/Substance Abuse Provider.

When a Participating Professional Provider other than a Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider, renders Medical Care to the Member other than Mental Health Care or Serious Mental Illness Health Care, coverage for such Medical Care will be based on the medical benefits available as shown in the Schedule of Covered Services included with this Benefit Booklet.

- A Referral from your Primary Care Physician is not required to obtain Inpatient or Outpatient Mental Health Care or Serious Mental Illness Health Care. Instead:
  - Contact your Primary Care Physician; or
  - Call the telephone number shown on the back of your Member ID Card.

All Intensive Outpatient Program and Partial Hospitalization services must be approved by the Health Benefit Plan.

The criteria for Medical Necessity determinations made by the Participating Behavioral Health/Substance Abuse Provider with respect to Mental Health and Serious Mental Illness Health Care benefits will be made available to the Member upon request.

**Routine Patient Costs Associated With Qualifying Clinical Trials**
- The Claims Administrator provides coverage for Routine Patient Costs Associated With Participation in a Qualifying Clinical Trial (see the ***Important Definitions*** section).

- To ensure coverage and appropriate claims processing, the Claims Administrator must be notified in advance of the Member's participation in a Qualifying Clinical Trial.
- Benefits are payable if the Qualifying Clinical Trial is conducted by a Participating Professional Provider, and conducted in a Participating Facility Provider. If there is no comparable Qualifying Clinical Trial being performed by a Participating Provider, and in a Participating Facility Provider, then, the Claims Administrator will consider the services by a Non-Participating Provider, participating in the clinical trial, as covered if the clinical trial is deemed a Qualifying Clinical Trial (see ***Important Definitions*** section) by the Claims Administrator.

**Surgical Services**
The Claims Administrator will provide coverage for surgical services provided:
- By a Participating Professional Provider, and/or a Participating Facility Provider;
- For the treatment of disease or injury.

Separate payment will not be made for:
- Inpatient preoperative care or all postoperative care normally provided by the surgeon as part of the surgical procedure.

Covered Services also include:
- Congenital Cleft Palate. The orthodontic treatment of congenital cleft palates:
  - That involve the maxillary arch (the part of the upper jaw that holds the teeth);
  - That is performed together with bone graft Surgery; and
  - That is performed to correct bony deficits that are present with extremely wide clefts affecting the alveolus.

- Mastectomy Care. The Claims Administrator will provide coverage for the following when performed after a mastectomy:
  - All stages of reconstruction of the breast on which the mastectomy has been performed;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses and physical complications all stages of mastectomy, including lymphedemas; and
  - Surgery to reestablish symmetry or alleviate functional impairment, including, but not limited to:
    - Augmentation;
    - Mammoplasty;
    - Reduction mammoplasty; and
    - Mastopexy.

  Coverage is also provided for:
  - The surgical procedure performed in connection with the initial and subsequent insertion or removal of Prosthetic Devices (either before or after Surgery) to replace the removed breast or portions of it;

  - The treatment of physical complications at all stages of the mastectomy, including lymphedemas. Treatment of lymphedemas is not subject to any benefit Maximum amounts that may apply to "Physical Therapy" services as provided under the subsection entitled "Therapy Services" of this section.

- Routine neonatal circumcisions and any voluntary surgical procedure for sterilization.

- Anesthesia
  The Claims Administrator will provide coverage for the administration of Anesthesia:

- In connection with the performance of Covered Services; and
- When rendered by or under the direct supervision of a Referred Specialist other than the surgeon, assistant surgeon or attending Referred Specialist.

General Anesthesia, along with hospitalization and all related medical expenses normally incurred as a result of the administration of general Anesthesia, when rendered in conjunction with dental care provided to Members age seven (7) or under and for developmentally disabled Members when determined by the Health Benefit Plan to be Medically Necessary and when a successful result cannot be expected for treatment under local Anesthesia, or when a superior result can be expected from treatment under general Anesthesia.

- Assistant at Surgery
  The Claims Administrator will provide coverage for an assistant surgeon's services if:
  - The assistant surgeon actively assists the operating surgeon in the performance of covered Surgery;
  - An intern, resident, or house staff member is not available; and
  - The Member's condition or the type of Surgery must require the active assistance of an assistant surgeon as determined by the Claims Administrator.

- Hospital Admission for Dental Procedures or Dental Surgery.
  The Claims Administrator will provide coverage for a Hospital admission in connection with dental procedures or Surgery only when:
  - The Member has an existing non-dental physical disorder or condition; and
  - Hospitalization is Medically Necessary to ensure the Member's health.

  Dental procedures or Surgery performed during such a confinement will only be covered for the services described in "Oral Surgery" and "Assistant at Surgery" provisions.

- Oral Surgery
  The Claims Administrator will provide coverage for oral Surgery which is subject to special conditions as described below:
  - Orthognathic Surgery – Surgery on the bones of the jaw (maxilla or mandible) to correct their position and/or structure for the following clinical indications only:
    - For accidents: The initial treatment of Accidental Injury/trauma (That is, fractured facial bones and fractured jaws), in order to restore proper function.
    - For congenital defects**:** In cases where it is documented that a severe congenital defect (That is, cleft palate) results in speech difficulties that have not responded to non-surgical interventions.
    - For chewing and breathing problems: In cases where it is documented (using objective measurements) that chewing or breathing function is materially compromised (defined as greater than two standard deviations from normal) where such compromise is not amenable to non-surgical treatments, and where it is shown that orthognathic Surgery will decrease airway resistance, improve breathing, or restore swallowing.
  - Other Oral Surgery – Defined as Surgery on or involving the teeth, mouth, tongue, lips, gums, and contiguous structures. Covered Service will only be provided for:
    - Surgical removal of impacted teeth which are partially or completely covered by bone;
    - Surgical treatment of cysts, infections, and tumors performed on the structures of the mouth; and
    - Surgical removal of teeth prior to cardiac Surgery, Radiation Therapy or organ transplantation.

To the extent that the Member has available dental coverage, the Claims Administrator

reserves the right to seek recovery from the Provider.

The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may, without consent of or notice to any person, release to or obtain from any other organization or person any information, with respect to any person, which the Claims Administrator deems necessary for such purposes. Any person claiming benefits under this Program shall furnish to the Claims Administrator such information as may be necessary to implement this provision.

- Second Surgical Opinion (Voluntary)
  The Claims Administrator will provide coverage for consultations for Surgery to determine the Medical Necessity of an elective surgical procedure.
  - "Elective Surgery" is that Surgery which is not of an Emergency or life threatening nature.
  - Such Covered Services must be performed and billed by a Referred Specialist other than the one who initially recommended performing the Surgery.

**Transplant Services**
When the Member is the recipient of transplanted human organs, marrow, or tissues, benefits are provided for all Covered Services. Covered Services for Inpatient and Outpatient Care related to the transplant include procedures which are generally accepted as not Experimental/Investigational Services by medical organizations of national reputation. These organizations are recognized by the Health Benefit Plan, or Claims Administrator, as applicable, as having special expertise in the area of medical practice involving transplant procedures. Benefits are also provided for those services which are directly and specifically related to the Member's covered transplant. This includes services for the examination of such transplanted organs, marrow, or tissue and the processing of blood provided to the Member.

The determination of Medical Necessity for transplants will take into account the proposed procedure's suitability for the potential recipient and the availability of an appropriate facility for performing the procedure.

Eligibility for Covered Services related to human organ, bone and tissue transplant are as follows.

If a human organ or tissue transplant is provided by a donor to a human transplant recipient:

- When both the recipient and the donor are Members, the payment of their respective medical expenses shall be covered by their respective benefit programs.
- When only the recipient is a Member, and the donor has no available coverage or source for funding, benefits provided to the donor will be charged against the recipient's coverage under the Benefit Booklet. However, donor benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage or any government program.
- When only the recipient is a Member and the donor has available coverage or a source for funding, the donor must use such coverage or source for funding as no benefits are provided to the donor under the Benefit Booklet.
- When only the donor is a Member, the donor is entitled to the benefits of the Benefit Booklet for all related donor expenses, subject to following additional limitations:
  - The benefits are limited to only those benefits not provided or available to the donor from any other source of funding or coverage in accordance with the terms of the Benefit Booklet; and
  - No benefits will be provided to the non-Member transplant recipient.
- If any organ or tissue is sold rather than donated to the Member recipient, no benefits will be payable for the purchase price of such organ or tissue; however, other costs related to

evaluation and procurement are covered. Benefits for a covered transplant procedure shall include coverage for the medical expenses of a live donor to the extent that those medical expenses are not covered by another program. Covered Services of a donor include:

- Removal of the organ;
- Preparatory pathologic and medical examinations; and
- Post-surgical care.

**Treatment for Alcohol Or Drug Abuse And Dependency**

- Alcohol Or Drug Abuse And Dependency is a disease that can be described as follows: It is an addiction to alcohol and/or drugs. It is also the compulsive behavior that results from this addiction.
  - This addiction makes it hard for a person to function well with other people.
  - It makes it hard for a person to function well in the work that they do.
  - It will also cause person's body and mind to become quite ill if the alcohol and/or drugs are taken away.
- The Claims Administrator will provide coverage for the care and treatment of Alcohol Or Drug Abuse And Dependency based on the services provided and reported by the Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.
- A Referral from the Member's Primary Care Physician is not required to obtain Inpatient or Outpatient Alcohol Or Drug Abuse And Dependency treatment.
- To Access Treatment for Alcohol Or Drug Abuse And Dependency:
  - Contact the Member's Primary Care Physician; or
  - Call the behavioral health management company at the phone number shown on the Member's ID Card.
- <u>Inpatient Treatment</u>
  - Covered Services include:
    - The diagnosis and medical treatment of Alcohol Or Drug Abuse And Dependency, including Detoxification;
    - At a Participating Facility Provider that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

  Benefits are also provided for Covered Services for non-medical treatment, such as vocational rehabilitation or employment counseling, during an Outpatient Alcohol Or Drug Abuse And Dependency treatment admission in an Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/ Alcohol Or Drug Abuse And Dependency Provider.

  Covered Services include:
  - Lodging and dietary services;
  - Diagnostic services, including psychiatric, psychological and medical laboratory tests;
  - Services provided by a staff Physician, a Psychologist, a registered or Licensed Practical Nurse, and/or a certified addictions counselor;
  - Rehabilitation therapy and counseling;
  - Family counseling and intervention; and
  - Prescription Drugs, medicines, supplies and use of equipment provided by the Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/ Alcohol Or Drug Abuse And Dependency Provider.

  <u>Outpatient Treatment</u>
  - Covered Services include:
    - The diagnosis and medical treatment of Alcohol Or Drug Abuse And Dependency, including Detoxification;

- At a Participating Facility Provider that is a Behavioral Health/ Alcohol Or Drug Abuse And Dependency Provider.

Benefits are also provided for Covered Services for non-medical treatment, such as vocational rehabilitation or employment counseling, during an Inpatient Alcohol Or Drug Abuse And Dependency treatment admission in an Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/ Alcohol Or Drug Abuse And Dependency Provider.

Covered Services include:
- Diagnostic services, including psychiatric, psychological and medical laboratory tests;
- Services provided by the Behavioral Health/Alcohol And Drug Abuse Or Dependency Provider on staff;
- Telebehavioral Health services;
- Rehabilitation therapy and counseling;
- Family counseling and intervention; and
- Medication management and use of equipment and supplies provided by the Alcohol And Drug Abuse Or Dependency or a Residential Treatment Facility that is a Behavioral Health/ Alcohol And Drug Abuse Or Dependency Provider.

The criteria for Medical Necessity determinations made by the Participating Behavioral Health/ Alcohol Or Drug Abuse And Dependency Provider with respect to Treatment for Alcohol Or Drug Abuse And Dependency benefits will be made available to the Member upon request.

**OUTPATIENT SERVICES**

Unless otherwise specified in this Benefit Booklet, Services for Outpatient Care are Covered Services when:
- Deemed Medically Necessary;
- Provided or Referred by the Member's Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:
- They will be covered, when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone number found on the Member's ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:
- This will require yet another electronic referral from the Member's Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services.

**Note:** Cost-sharing requirements, if any, are specified in the ***Schedule of Covered Services***.

**Acupuncture**
The Health Benefit Plan will provide coverage for Acupuncture up to the limits specified in the *Schedule of Covered Services* for all Covered Services**.**

**Ambulance Services/Transport**
The Claims Administrator will provide coverage for Emergency ambulance services. However, these services need to be:

- Medically Necessary as determined by the Claims Administrator; and
- Used for transportation in a specially designed and equipped vehicle that is used only to transport the sick or injured and only when all the following applies;
  - The vehicle is licensed as an ambulance, where required by applicable law;
  - The ambulance transport is appropriate for the Member's clinical condition;
  - The use of any other method of transportation, such as taxi, private car, wheel-chair van or other type of private or public vehicle transport would endanger the Member's health or be inappropriate for the Member's medical condition; and,
  - The ambulance transport satisfies the destination and other requirements as stated under Regarding Emergency Ambulance transport or Regarding Non-Emergency Ambulance transports provisions below.

In addition, the Health Benefit Plan will provide coverage for services provided by a licensed emergency services provider who initiates necessary intervention to evaluate and, if necessary, stabilize the condition of the Member and subsequently determines the Member does not require transport or the Member refuses to be transported. These services must be Medically Necessary as determined by the Health Benefit Plan**.**

Benefits are payable for air or sea ambulance transportation only if the Member's condition, and the distance to the nearest facility able to treat the Member's condition, justify the use of an alternative to land transport.

- Regarding Emergency Ambulance transport: The ambulance must be transporting the Member:
  - From the Member's home, or the scene of an accident or Medical Emergency;
  - To the nearest Hospital, or other Emergency Care Facility, that can provide the Medically Necessary Covered Services for the Member's condition.
- Regarding Non-Emergency Ambulance transport:
  - Non-emergency air or ground facility to facility transport may be covered when Medically Necessary as determined by the Claims Administrator (e.g. sending facility does not have the required services to effectively treat the Member, such as trauma or burn care).
  - Non-emergency air or ground transport may be covered to transport the Member back to a Participating Facility Provider in the Member's Service Area as determined by the Claims Administrator, when:
    - The transfer is Medically Necessary (as determined by the Claims Administrator's definition of Medical Necessity); and
    - The Member's Service Area is provided when the Member's medical condition requires uninterrupted care and attendance by qualified medical staff during transport by either ground ambulance, or by air transport when transfer cannot be safely provided by land ambulance.
    - Non-emergency ambulance transports are not provided for family members or companions, or for the convenience of the Member, the family, or the Provider treating the Member.

**Autism Spectrum Disorders (ASD)**
The Claims Administrator will provide coverage for the diagnostic assessment and treatment of Autism Spectrum Disorders (ASD) for Members when provided or Referred by the Primary Care Physician for the development of an ASD Treatment Plan. Treatment of Autism Spectrum

Disorders must be:

- Prescribed, ordered or provided by a Participating Professional Provider, including the Member's Primary Care Physician, Referred Specialist, licensed Physician Assistant, licensed Psychologist, Licensed Clinical Social Worker or Certified Registered Nurse practitioner;
- Provided by an Autism Service Provider, including a Behavior Specialist; or
- Provided by a person, entity or group that works under the direction of an Autism Service Provider.

Treatment of Autism Spectrum Disorders is defined as any of the following Medically Necessary services that are listed in an ASD Treatment Plan developed by a licensed Physician or licensed Psychologist who is a Participating Professional Provider:

- Applied Behavioral Analysis – The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.
- Pharmacy Care - means the following when Prescribed and/or ordered by a licensed Physician, licensed Physician Assistant or Certified Registered Nurse practitioner who is a Participating Professional Provider:
  - Medications; and
  - Any assessment, evaluation or test to determine the need or effectiveness of such medications.

  If this Program provides benefits for Outpatient Prescription Drugs through this Program or under a Freestanding Prescription Drug agreement issued by an affiliate of AmeriHealth, the ASD medications may be purchased at a pharmacy, subject to the cost-sharing arrangement applicable under a Prescription Drug benefit.

  If this Program does not provide coverage for Outpatient Prescription Drugs through this Program or under a Freestanding Prescription Drug agreement issued by an affiliate of AmeriHealth***,*** ASD medications may be purchased at a retail pharmacy, and are covered at the cost sharing stated in the Member's ***Schedule of Covered Services***. In order to receive reimbursement, the Member must submit a completed claim form to the address listed on the form. The Member can access a claim form at the Claims Administrator's website or the Member can call Customer Service at the phone number listed on the ID Card to have one mailed to them.

- Psychiatric Care – Direct or consultative services provided by a Physician specializing in psychiatry who is a Participating Professional Provider.
- Psychological Care – Direct or consultative services provided by a Psychologist who is a Participating Professional Provider.
- Rehabilitative Care – Professional services and treatment programs, including applied behavioral analysis, provided by an Autism Service Provider to produce socially significant improvements in human behavior or to prevent loss of attained skill or function.
- Habilitative Care – Health care services provided by an Autism Service Provider that help an individual to keep, learn, or improve skills and functioning for daily living.
- Therapeutic Care – Services provided by a speech language pathologist, occupational therapist or Physical Therapist who is a Participating Professional Provider.

An ASD Treatment Plan shall be developed by a licensed Physician or licensed Psychologist who is a Participating Professional Provider pursuant to a comprehensive evaluation or reevaluation performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics. The ASD Treatment Plan may be reviewed by the Claims

Administrator once every six months. A more or less frequent review can be agreed upon by the Claims Administrator and the licensed physician or licensed Psychologist developing the ASD Treatment Plan.

Diagnostic assessment is defined as Medically Necessary assessments, evaluations or tests performed in accordance with either of the following:

A. A documented diagnosis can be made by a qualified licensed treating professional provider including a psychiatrist, pediatrician, pediatric neurologist, family practice physician, child psychiatrist or psychologist, psychiatric-behavioral health nurse practitioner consistent with state licensing requirements.
B. The documented diagnosis incorporates the results of a validated autism assessment measures. Validated autism assessment measures may be performed by a qualified licensed professional provider including master's (e.g., social worker, licensed professional counselor), physicians, psychologists, certified nurse practitioners, or psychiatric mental health nurse practitioners, as is consistent with state licensing requirements.

Upon full or partial denial of coverage for any Autism Spectrum Disorders benefits, a Member shall be entitled to file an appeal. The appeal process will:

- Provide internal review followed by independent external review; and,
- Have levels, expedited and standard appeal time frames, and other terms established by the Claims Administrator consistent with applicable Pennsylvania and federal law.

Appeal filing procedures will be described in notices denying any Autism Spectrum Disorders benefits. Full appeal process descriptions will be provided after a new appeal is initiated and can also be obtained at any time by contacting Customer Service.

**Colorectal Cancer Screening**

The Claims Administrator will provide coverage for colorectal cancer screening for Symptomatic Members, Nonsymptomatic Members over age 50, and Nonsymptomatic Members under age 50 who are at high risk or increased risk for colorectal cancer. Coverage for colorectal cancer screening must be in accordance with the current American Cancer Society guidelines, and consistent with approved medical standards and practices. Benefits are provided for the following Covered Services:

- Coverage for Symptomatic Members shall include a colonoscopy, sigmoidoscopy or any combination of colorectal cancer screening tests at a frequency determined by a treating Primary Care Physician or Referred Specialist.
- Coverage for Nonsymptomatic Members over age 50 shall include:
  - An annual fecal occult blood test;
  - A sigmoidoscopy, a screening barium enema, or a test consistent with approved medical standards and practices to detect colon cancer, at least once every five years; and
  - A colonoscopy at least once every ten years.
- Coverage for Nonsymptomatic Members under age 50 who are at high or increased risk for colorectal cancer shall include a colonoscopy or any combination of colorectal cancer screening tests.

"Nonsymptomatic Member at high or increased risk" means a Member who poses a higher than average risk for colorectal cancer according to the current American Cancer Society guidelines on screening for colorectal cancer.

"Symptomatic Member" means a Member who experiences a change in bowel habits, rectal bleeding or persistent stomach cramps, weight loss or abdominal pain.

**Consumable Medical Supplies**

The Claims Administrator will provide coverage for the purchase of Consumable Medical Supplies

when:
- It is used in the Member 's home; and
- It is obtained through a Participating Durable Medical Equipment Provider.

**Day Rehabilitation Program**
The Claims Administrator will provide coverage for a Medically Necessary Day Rehabilitation Program when provided by a Participating Facility Provider under the following conditions:
- Intensity of need for therapy: The Member must require intensive Therapy Services, such as Physical, Occupational and/or Speech Therapy five days per week;
- Ability to communicate: The Member must have the ability to communicate (verbally or non-verbally); their needs; they must also have the ability to consistently follow directions and to manage their own behavior with minimal to moderate intervention by professional staff;
- Willingness to participate: The Member must be willing to participate in a Day Rehabilitation Program; and
- Family support: The Member's family must be able to provide adequate support and assistance in the home and must demonstrate the ability to continue the rehabilitation program in the home.

Limitations: This benefit is subject to the limits shown in the ***Schedule of Covered Services***.

**Diabetes Management Program (Managed by Livongo Health, Inc.)**
The Claims Administrator will provide coverage for Diabetes Management Program services, managed by Livongo Health, Inc., to eligible Members. The Claims Administrator identifies Members with a diagnosis of Type I or Type II diabetes, using claims and encounter data, and provides to Livongo Health, Inc. Upon determination of eligibility, the Member will be contacted by Livongo Health, Inc. and invited to join the Diabetes Management Program via direct mail and email communications. The Member will opt into the program by enrolling on a Livongo Health, Inc. hosted, HIPAA compliant registration website or by calling Livongo Health, Inc. member services.

After sign-up, Livongo Health, Inc. will:
- Process the registration;
- Send a confirmation email; and
- Ship an initial supply of covered products in a Welcome Kit as further described below.

The Welcome Kit includes the following:
- A U.S. Food and Drug Administration (FDA) approved data enabled blood glucose meter;
- Testing strips to test blood glucose;
- Lancing device;
- Lancets;
- Control solution;
- A carrying case; and
- Mobile application.

The enrolled Member will receive the Welcome Kit shortly after receiving the confirmation email regarding enrollment into the Diabetes Management Program. Enrolled Members will also receive access to the Livongo Health, Inc. member website and mobile application, where they can access the Covered Services as further described below.

While enrolled in the Livongo Health, Inc. Diabetes Management Program, an enrolled Member shall be provided the following Covered Services:

- A personalized portal which enables the enrolled Member to access their Livongo Health, Inc. personal health account, request on-demand supplies, schedule a coaching session and access health summary reports to share with their treating Physician;
- Access to real-time feedback, or Health Nudges, for glucose readings on the blood glucose meter. A Health Nudge is a short, in-the-moment message delivered via the connected blood glucose meter that are meant to engage the enrolled Member on topics beyond their blood glucose checks;
- Access to Livongo's Health, Inc. wireless, mobile and web-based diabetes management systems and technologies;
- 24 hour, 7 day a week remote monitoring and support by Livongo Health, Inc. through:
  - A toll-free telephone number;
  - Email; and
  - Messaging via web portal;
- Access to one-on-one diabetes education and support with certified Livongo Health, Inc. Coaches (Coaches). Coaches are available to provide individual coaching to enrolled Members via telephone, email or text as requested by the enrolled Member. The following Coaches are available:
  - Diabetes Response Specialist Coach (DRS Coach). DRS Coaches 24 hour, 7 day a week real-time outreach for enrolled Members who have submitted out of range blood glucose values. The DRS Coaches main goal is to ensure that the enrolled Member is stable and taking steps to return blood glucose values to the target range. These interactions are brief and do not include complete diabetes education; and
  - Certified Diabetes Care and Education Specialist (Expert Coaches). Expert Coaches provide individualized interactions to close knowledge and skill gaps, support barrier resolution, build awareness around decision making and empower the enrolled Member to self-manage their condition. Expert Coaches will always refer the enrolled Member to their treating Physician for any questions that fall outside the scope of practice for an Expert Coach, including, but not limited to:
    - Medication regimen;
    - Medication adjustments;
    - Medication doses; and
    - Medication Changes.
- Livongo Health, Inc. member services including, but not limited to:
  - Blood glucose meter set-up;
  - Technical issues;
  - Blood glucose meter replacement; and
  - General questions.

**Diabetic Education Program**
Benefits are provided for self-management training and education relating to diet when prescribed by a Primary Care Physician or Referred Specialist. Covered Services may be provided by a Participating Provider who is a licensed health care professional approved by the Claims Administrator. A Referral from the Member's Primary Care Physician is not required to obtain services for the Diabetic Education Program benefits.

Covered Services may also be provided by a participating community-based program which is approved by the Claims Administrator in accordance with criteria based on the certification programs for diabetic self-management training and education programs developed by the American Diabetes Association and the Pennsylvania Department of Health, or at a Participating Hospital on an outpatient basis as follows:

- Visits Medically Necessary upon the diagnosis of diabetes;

- Visits under circumstances whereby your Primary Care Physician or Referred Specialist identifies or diagnoses a significant change in your symptoms or condition that necessitates changes in your self-management; and

- Where a new medication or therapeutic process relating to your treatment and/or management of diabetes has been identified as Medically Necessary by your Primary Care Physician.

**Diabetic Equipment and Supplies**

- Coverage and costs: The Claims Administrator will provide coverage for diabetic equipment and supplies purchased from a Durable Medical Equipment Provider. This is subject to any applicable Deductible, Copayment and/or Coinsurance or Precertification requirements applicable to Durable Medical Equipment benefits.
  When diabetic equipment and supplies can be purchased at a pharmacy:
  - If this Program provides benefits for Prescription Drugs (other than coverage for insulin and oral agents only):
    - Certain Diabetic Equipment and Supplies, including insulin and oral agents, may be purchased at a pharmacy, if available.
    - This will be subject to the cost-sharing arrangements, applicable to the Prescription Drug coverage.

  When diabetic equipment and supplies are not available at a pharmacy:
  - The diabetic equipment and supplies will be provided under the Durable Medical Equipment benefit.
  - This will be subject to the cost-sharing arrangements applicable to Durable Medical Equipment.
- Covered Diabetic Equipment:
  - Blood glucose monitors;
  - Insulin pumps;
  - Insulin infusion devices; and
  - Orthotics and podiatric appliances for the prevention of complications associated with diabetes.
- Covered Diabetic Supplies:
  - Blood testing strips;
  - Visual reading and urine test strips;
  - Insulin and insulin analogs*;
  - Injection aids;
  - Insulin syringes;
  - Lancets and lancet devices;
  - Monitor supplies;
  - Pharmacological agents for controlling blood sugar levels*; and
  - Glucagon emergency kits.

* **Note:** If this Program does not provide coverage for Prescription Drugs, insulin and oral agents are covered as provided under the "Insulin and Oral Agents" benefits.

**Diagnostic Services**

The Claims Administrator will provide coverage for the following Diagnostic Services, when ordered by a Participating Professional Provider; and billed by a Referred Specialist, and/or a Participating Facility Provider:

- Routine Diagnostic Services, such as:
  - Routine radiology: Consisting of x-rays, mammograms, ultrasound, and nuclear medicine;
  - Routine medical procedures: Consisting of ECG, EEG and other diagnostic medical procedures approved by the Claims Administrator; and
  - Allergy testing: Consisting of percutaneous, intracutaneous and patch tests.
- Non-Routine Diagnostic Services, such as:
  - Nuclear Cardiology Imaging;

- MRI/MRA;
- CT Scans;
- PET Scans; and
- Sleep Studies.

- Genetic testing and counseling.
  This includes services provided to a Member at risk for a specific disease that is a result of:
  - Family history; or
  - Exposure to environmental factors that are known to cause physical or mental disorders.

  When clinical usefulness of specific genetic tests has been established by the Claims Administrator, these services are covered for the purpose of:
  - Diagnosis;
  - Screening;
  - Predicting the course of a disease;
  - Judging the response to a therapy;
  - Examining risk for a disease; or
  - Reproductive decision-making

The above Covered Services must be performed by the Member's Primary Care Physician's Designated Provider, except as follows:

- Diagnostic outpatient radiology services for Members less than age 5 may be performed by any Participating Provider that is contracted by the Claims Administrator to perform radiology services.

**Durable Medical Equipment**

The Claims Administrator will provide coverage for the rental (but not to exceed the total allowance) or, at the option of the Claims Administrator, the purchase of Durable Medical Equipment when:

- It is used in the Member 's home; and
- It is obtained through a Participating Durable Medical Equipment Provider.

Replacement and Repair

The Claims Administrator will provide coverage for the repair or replacement of Durable Medical Equipment when the equipment:

- Does not function properly; and
- Is no longer useful for its intended purpose, in the following limited situations:
  - Due to a change in a Member's condition: When a change in the Member's condition requires a change in the Durable Medical Equipment the Claims Administrator will provide repair or replacement of the Equipment;
  - Due to breakage: When the Durable Medical Equipment is broken due to significant damage, defect, or wear, the Claims Administrator will provide repair or replacement only if the equipment's warranty has expired and it has exceeded its reasonable useful life as determined by the Claims Administrator.

Breakage under warranty: If the Durable Medical Equipment breaks while it is under warranty, replacement and repair is subject to the terms of the warranty. Contacts with the manufacturer or other responsible party to obtain replacement or repairs based on the warranty are the responsibility of:

- The Claims Administrator in the case of rented equipment; and
- The Member, in the case of purchased equipment.

Breakage during reasonable useful lifetime: The Claims Administrator will not be responsible if the Durable Medical Equipment breaks during its reasonable useful lifetime for any reason not covered by warranty. For example, the Claims Administrator will not provide benefits for repairs and replacements needed because the equipment was abused or misplaced.

Cost to repair vs. cost to replace: The Claims Administrator will provide benefits to repair Durable Medical Equipment when the cost to repair is less than the cost to replace it. For purposes of replacement or repair of Durable Medical Equipment:

– Replacement means the removal and substitution of Durable Medical Equipment or one of its components necessary for proper functioning.
– A repair is a restoration of the Durable Medical Equipment or one of its components to correct problems due to wear or damage or defect.

**Hearing Care**

Benefits are provided for hearing screenings performed for diagnostic purposes and for certain Hearing Aids. (For benefits related to Hearing Aids and the fitting thereof, see Prosthetic Devices.)

**Limitations, if applicable, are shown on the *Schedule of Covered Services.***

**Home Health Care**

- Covered Services: The Claims Administrator will provide coverage for the following services when performed by a licensed Home Health Care Provider:
  – Professional services of appropriately licensed and certified individuals;
  – Intermittent Skilled Nursing Care;
  – Physical Therapy;
  – Speech Therapy;
  – Well mother/well baby care following release from an Inpatient maternity stay; and
  – Care within 48 hours following release from an Inpatient Admission when the discharge occurs within 48 hours following a mastectomy.
- Regarding well mother/well baby care: With respect to well mother/well baby care following early release from an Inpatient maternity stay, Home Health Care services must be provided within 48 hours if:
  – Discharge occurs earlier than 48 hours of a vaginal delivery; or
  – Discharge occurs earlier than 96 hours of a cesarean delivery.

  No cost sharing shall apply to these benefits when they are provided after an early discharge from the Inpatient maternity stay.
- Regarding other medical services and supplies: Benefits are also provided for certain other medical services and supplies, when provided along with a primary service. Such other services and supplies include:
  – Occupational Therapy;
  – Medical social services; and
  – Home health aides in conjunction with skilled services and other services which may be approved by the Claims Administrator.
- Regarding Medical Necessity: Home Health Care benefits will be provided only when prescribed by the Member's attending Physician, in a written Plan Of Treatment and approved by the Claims Administrator as Medically Necessary.
- Regarding the issue of being confined: There is no requirement that the Member be previously confined in a Hospital or Skilled Nursing Facility prior to receiving Home Health Care.
- Regarding being Homebound: With the exception of Home Health Care provided to a Member, immediately following an Inpatient release for maternity care, the Member must be Homebound in order to be eligible to receive Home Health Care benefits by a Home Health Care Provider.

**Injectable Medications**

The Claims Administrator will provide coverage for injectable medications required in the treatment of an injury or illness when administered by a Participating Professional Provider.

- Specialty Drugs
  - Refers to a medication that meets certain criteria including, but not limited to:
    - The drug is used in the treatment of a rare, complex, or chronic disease;
    - A high level of involvement is required by a healthcare Provider to administer the drug;
    - Complex storage and/or shipping requirements are necessary to maintain the drug's stability;
    - The drug requires comprehensive patient monitoring and education by a healthcare Provider regarding safety, side effects, and compliance; and
    - Access to the drug may be limited.

  - Specialty Drugs can be categorized into different drug classes, including Gene Replacement Therapies. To obtain a list of Specialty Drugs, please go to www.ibx.com/resources/for-providers/policies-and-guidelines/pharmacy-information/specialty-drugs or call the Customer Service telephone number shown on the Member's ID Card.

  - Gene Replacement Therapies are eligible for coverage under the medical benefit and require Preapproval from the Health Benefit Plan. The Health Benefit Plan has an established network of providers to administer Gene Replacement Therapies and can be found at: Gene-based therapies | AmeriHealth. Gene Replacement Therapies that are eligible for coverage are included on the Preapproval list. This list can be found at: https://www.amerihealth.com/resources/for-providers/policies-and-guidelines/operations-management/preapproval-requirements.

  - **Dual Coverage**
    Coverage and costs: The Health Benefit Plan will provide coverage for an injectable medication in accordance with Medical Policy coverage criteria and the terms and conditions of this Benefit Booklet. This is subject to any applicable Deductible, Copayment and/or Coinsurance or Preapproval requirements:

    - If the drug is covered under the Injectable Medication benefit of this Benefit Booklet and is administered by a healthcare Provider in a Hospital Outpatient facility, provider's office, ambulatory (or free-standing) infusion suite, home (through a home infusion vendor), inpatient Hospital, or any other health care facility, this drug is eligible for coverage under the medical benefit:
      - Injectable medications are subject to the cost-share specified in the Schedule of Covered Services.

    - Certain injectable medications may have a different formulation that is deemed eligible for coverage under the prescription drug benefit, if the benefit exists for the drug and if the Member can safely self-administer the drug without the assistance of a healthcare Provider, in accordance with the drug's prescribing information:
      - Self-administered drugs are subject to the cost-sharing associated with the terms of the Member's prescription drug benefit.

    - Cost-sharing amounts for a drug that may be eligible for coverage under the Member's medical benefit or prescription drug benefit may vary. Members should discuss these coverage options with their healthcare Provider. Member financial responsibilities (including Deductible, Copayment, and/or Coinsurance) depend on the terms and conditions of the Member's applicable benefit. These terms and conditions are subject to change.

- Standard Injectable Drugs
  - Refers to a medication that is either injectable or infusible, but is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug. These include, but are not limited to:
    - Allergy injections and extractions; and
    - Injectable medications such as antibiotics and steroid injections that are administered by a Participating Professional Provider.

- Self-Administered Prescription Drugs
  - Are generally not covered except as covered under a Prescription Drug benefit.
    - For more information on Self-Administered Prescription Drugs please refer to the ***Exclusions – What Is Not Covered*** section and the description of "Insulin and Oral Agents" coverage in the ***Description of Covered Services*** section.

**Insulin and Oral Agents**
The Claims Administrator will provide coverage for insulin and oral agents to control blood sugar when Prescribed by the Member's Primary Care Physician or Referred Specialist. Generically equivalent pharmaceuticals will be dispensed whenever applicable.

**Laboratory and Pathology Tests**

**Medical Foods and Nutritional Formulas**
- The Claims Administrator will provide coverage for Medical Foods when provided for the therapeutic treatment of inherited errors of metabolism (IEMs) such as:
  - Phenylketonuria;
  - Branched-chain ketonuria;
  - Galactosemia; and
  - Homocystinuria.

  Coverage is provided when administered on an Outpatient basis either orally or through a tube.

- The Claims Administrator will provide coverage for Nutritional Formulas when the Nutritional Formula is administered through a tube.

- The Claims Administrator will provide coverage for oral elemental formulas for an infant or child suffering from Severe Systemic Protein Allergy, food protein-induced enterocolitis syndrome, eosinophilic disorders, or short-bowel syndrome that do not respond to treatment with standard milk or soy protein formulas and casein hydrolyzed formulas.

- The Claims Administrator will provide coverage for Medical Foods and Nutritional Formulas when provided through a Participating Durable Medical Equipment Supplier or in connection with Infusion Therapy as provided for in this Program.

An estimated basal caloric requirement for Medical Foods and Nutritional Formula is not required for those with IEMs, or for when administered through a tube.

**Methadone Treatment**

- Provision and supervision of methadone hydrochloride in prescribed doses for the treatment of opioid dependency.

**Non-Surgical Dental Services**

The Claims Administrator will provide coverage only for**:**

- The initial treatment of Accidental Injury/trauma, (That is, fractured facial bones and fractured jaws), in order to restore proper function.

  Restoration of proper function includes the dental services required for the initial restoration or replacement of Sound Natural Teeth, required for the initial treatment for the Accidental Injury/trauma. This includes:
  - The first caps;
  - Crowns;
  - Bridges; and
  - Dentures (but not dental implants).
- The preparation of the jaws and gums required for initial replacement of Sound Natural Teeth.

**Orthotics (Devices Used for Support of Bones and Joints)**

The Claims Administrator will provide coverage for:

- The first purchase and fitting: This is the initial purchase and fitting (per medical episode) of orthotic devices which are Medically Necessary as determined by the Claims Administrator. This does not include foot orthotics, unless the Member requires foot orthotics as a result of diabetes.
- Replacements due to growth: The replacement of covered orthotics for Dependent children when required due to natural growth.

**Note:** Foot orthotics, ordered and covered as a result of diabetes, must be purchased through a Participating Durable Medical Equipment Provider.

**Podiatric Care**

The Claims Administrator will provide coverage for:

- Capsular or surgical treatment of bunions;
- Ingrown toenail Surgery; and
- Other non-routine Medically Necessary foot care.

In addition, for Members with peripheral vascular and/or peripheral neuropathic diseases, including but not limited to diabetes, routine foot care services are covered.

**Prescription Drugs**

In certain cases, the Claims Administrator may determine that the use of certain Covered Drugs Or Supplies for a Member‘s medical condition requires prior authorization for Medical Necessity.

In certain cases where the Claims Administrator determines there may be Prescription Drug usage by a Member that exceeds what is generally considered appropriate under the circumstances, the Claims Administrator has the right to direct that Member to one Pharmacy for all future Covered Drugs Or Supplies.

The Claims Administrator provides benefits for the Member's Covered Drugs Or Supplies as described below:

- Contraceptive Drugs and Devices– Coverage includes benefits for Contraceptive Drugs and Devices as mandated by the Women's Preventive Services provision of the Patient Protection

and Affordability for certain generic products and brand products approved by the Federal Food and Drug Administration are covered at no cost-share to the Member when obtained from a Participating Pharmacy or Participating Mail Service Pharmacy. Coverage includes oral and injectable contraceptives, diaphragms, cervical caps, rings, transdermal patches, emergency contraceptives and certain over-the-counter contraceptive methods. The noted standard cost-sharing in the "Prescription Drugs" section of the Schedule of Covered Services applies for all other contraceptive products.

- Dermatological Drugs - Compounded dermatological preparations containing at least one Federal Legend or State Restricted Drug.

- Drugs From a Non-Participating Pharmacy - Covered Drugs Or Supplies furnished by a Non-Participating Pharmacy when you submit acceptable proof of payment with a direct reimbursement form. Reimbursement for Covered Drugs Or Supplies will not exceed 30% of the usual and customary charge. However, for Emergency or Urgent Care Covered Services, the Member will pay the same Prescription Drug cost share level as for Participating Pharmacy. The Member must submit acceptable proof of payment with a direct reimbursement form. All claims for payment must be received within 90 days of the date of proof of purchase. Direct reimbursement forms may be obtained by contacting the Customer Service Department.

- Drugs From a Participating Pharmacy - Covered Drugs or Supplies furnished by a retail Participating Pharmacy without charge except for the Prescription Drug Copay and/or Prescription Drug Coinsurance for each Prescription Order or Refill. Cost sharing, Limitations, or maximums are listed on the ***Schedule of Covered Service*s** under Prescription Drug**.**

- Drugs From a Participating Mail Service Pharmacy – Covered Maintenance Prescription Drugs or Supplies furnished by a Participating Mail Service Pharmacy subject to the Prescription Drug cost sharing for each Prescription Order or Refill.

- Over-the-Counter Drugs - Prescription Drug Benefits cover insulin and certain over-the-counter drugs that are prescribed by a physician in accordance with applicable law.

- Self-Administered Medications – Benefits are provided for Self-Administered Covered Drugs Or Supplies.

- Vitamins that require a Prescription Order or Refill.

The Claims Administrator requires prior authorization (by the Member's Physician) for certain drugs to ensure that the prescribed drug is medically appropriate. Where prior authorization or quantity level limits are imposed, the Member's Physician may request an exception for coverage by providing documentation of Medical Necessity.

**Private Duty Nursing Services**
Benefits will be provided as specified in the ***Schedule of Covered Services*** for Outpatient services for Private Duty Nursing performed by a Licensed Registered Nurse (RN) or a Licensed Practical Nurse (LPN) when ordered by a Physician. All nursing services must be Medically Necessary as determined by the Claims Administrator.

**Prosthetic Devices**
The Claims Administrator will provide coverage for Prosthetic Devices required as a result of illness or injury. Benefits include but are not limited to:

- The purchase and fitting, and the necessary adjustments and repairs, of Prosthetic Devices

and supplies (except dental prostheses);
- Supplies and replacement of parts necessary for the proper functioning of the Prosthetic Device, except coverage is not available for enhancements or deluxe supplies or convenience features that do not serve or contribute towards any clinically established physiological and/or functional improvements;
- Visual Prosthetics when Medically Necessary and Prescribed for one of the following conditions:
  – Initial contact lenses Prescribed for the treatment of infantile glaucoma;
    Initial pinhole glasses Prescribed for use after Surgery for detached retina;
  – Initial corneal or scleral lenses Prescribed in connection with the treatment of keratoconus or to reduce a corneal irregularity (other than astigmatism);
  – Initial scleral lenses Prescribed to retain moisture in cases where normal tearing is not present or adequate; and
  – An initial pair of basic eyeglasses when Prescribed to perform the function of a human lens lost (aphakia) as a result of Accidental Injury, Trauma, or Ocular Surgery.

The "Repair and Replacement" paragraphs set forth below do not apply to this item.

The Claims Administrator will provide coverage for the replacement of a previously approved Prosthetic Device with an equivalent Prosthetic Device when:
- There is a significant change in the Member's condition that requires a replacement;
- The Prosthetic Device breaks because it is defective;
- The Prosthetic Device breaks because it has exceeded its life duration as determined by the manufacturer; or
- The Prosthetic Device needs to be replaced for a Dependent child due to the normal growth process when Medically Necessary.

The Claims Administrator will provide coverage for the repair of a Prosthetic Device when the cost to repair is less than the cost to replace it. Repair means the restoration of the Prosthetic Device or one of its components to correct problems due to wear or damage. Replacement means the removal and substitution of the Prosthetic Device or one of its components necessary for proper functioning.

If an item breaks and is under warranty, it is the Member’s responsibility to work with the manufacturer to replace or repair it.

The Claims Administrator will neither replace nor repair the Prosthetic Device due to abuse or loss of the item.

**Specialist Office**
The Claims Administrator will provide coverage for Specialist Services Medical Care provided in the office by a Referred Specialist other than a Primary Care Provider.
For the purpose of this benefit "in the office" includes:
- Medical Care visits to a Provider’s office;
- Medical Care visits by a Provider to the Member’s residence; or
- Medical Care consultations by a Provider on an Outpatient basis.

**Spinal Manipulation Services**
The Claims Administrator will provide coverage for the detection and correction of structural imbalance or dislocation (subluxation) of the Member’s spine resulting from, or related to any of the following:
- Distortion of, or in, the vertebral column;

- Misalignment of, or in, the vertebral column; or
- Dislocation (Subluxation) of, or in, the vertebral column.

The detection and correction can be done by: Manual or mechanical means (by hand or machine).

- Covered Services may be provided by the Member's Primary Care Physician or Referred Specialist licensed to perform such services.
- Spinal manipulation Covered Services are provided in order to treat an acute condition related to an acute medical episode.
- They are subject to the determination that significant improvement can be expected

This service will be provided for, up to the limits specified in the ***Schedule of Covered Services*** for spinal manipulations.

**Therapy Services**

- Cardiac Rehabilitation Therapy

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells. The cost of these drugs/biologics is covered, provided if it meets all of the criteria listed below:
  - The drugs/biologics are approved by the U.S. Food and Drug Administration (FDA) as antineoplastic agents.
  - The FDA approved use is based on reliable evidence demonstrating positive effect on health outcomes and/or the use is supported by the established referenced Compendia identified in the Company's policies.
  - Drugs/biologics are eligible for coverage when they are injected or infused into the body by a Professional Provider.

  Note: If this Program does not provide coverage for prescription drugs, oral antineoplastic agents are covered as provided under the benefits described above.

- Dialysis
  Dialysis treatment when provided in the outpatient facility of a Hospital, a free-standing renal Dialysis facility or in the home. In the case of home Dialysis, Covered Services will include equipment, training, and medical supplies. Private Duty Nursing is not covered as a portion of Dialysis. The decision to provide Covered Services for the purchase or rental of necessary equipment for Home Dialysis will be made by the Claims Administrator. The Covered Services performed in a Participating Facility Provider or by a Professional Participating Provider for Dialysis are available without a Referral.

- Infusion Therapy
  Treatment including, but not limited to, infusion or inhalation, parenteral and enteral nutrition, antibiotic therapy, pain management, hydration therapy, or any other drug that requires administration by a healthcare Provider. Infusion therapy includes all professional services, supplies, and equipment that are required to safely and effectively administer the therapy. Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to prepare the drug, administer the infusion, and monitor the Member. The type of healthcare Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- Pulmonary Rehabilitation Service

Benefits are limited to treatment received within a 60 consecutive day period.

- Radiation Therapy

- Rehabilitation Therapy Services
  Covered Services for all covered therapies other than Hand and Speech Therapies must be performed by the Member's Primary Care Physician's Designated Provider. Covered Services for acute conditions are subject to the determination that significant improvement can be expected within sixty (60) days.
  Covered therapies include:
  - Hand
  - Lymphedema
  - Occupational
  - Orthoptic/Pleoptic
  - Physical
  - Speech

  Covered Services include:
  - All therapeutic exercise, testing and soft tissue mobilization;
  - All physical modalities utilizing heat, cold, light, air, electricity, sound, all forms of water therapy, massage, mobilization and mechanical stimulation;
  - Checking out the fitting of splints, braces, prostheses and other orthotic devices (orthotic devices are not covered unless stated otherwise);
  - Reconditioning, including work reconditioning; and
  - Orthoptic/Pleoptic therapy, provided by a licensed ophthalmologist or optometrist.

  Limitations, if applicable, are shown on the ***Schedule Of Covered Services.***

- Respiratory Therapy
  Respiratory Therapy services when provided by a licensed respiratory therapist.

**Urgent Care Centers**
The Claims Administrator will provide coverage for Urgent Care Centers, when Medically Necessary as determined by the Claims Administrator.
- Urgent Care Centers are designed to offer immediate evaluation and treatment for health conditions that require medical attention:
  - In a non-Emergency situation;
  - That cannot wait to be addressed by the Member's Participating Professional Provider or Retail Clinic.

Cost-sharing requirements are specified in the ***Schedule of Covered Services***.

**Virtual Care Services**
**Services Provided by Contracted Vendor:**
Virtual Care services are provided by contracted vendors who are licensed to provide standard medical assessments, treatments, care and services to patients via the telephone, secure video when a Professional Provider is unavailable or inaccessible. These licensed providers do not replace an existing Professional Provider relationship but enhances it with an efficient, convenient alternative for non-emergency medical problems. The applicable vendor provider cost-sharing requirements are specified in the Schedule of Covered Services. The Member will pay the applicable cost-sharing via credit or debit card prior to the consultation.

**Benefits Provided by Professional Provider:**
Virtual care services are also covered, when provided by a Participating Professional Provider and subject to the relevant cost share applicable to that provider. The provider's eligibility will be determined by the Health Benefits plan in the Claims Administrator's Medical Policies, who is licensed in the state where the virtual care service is being offered. Virtual care services are

covered when the encounter takes place via a secure Health Insurance Portability and Accountability Act (HIPAA)- compliant interactive audio and video telecommunications system as specified in the Claims Administrator's Medical Policies.

**Vision Care (Medical)**
Vision screening to determine the need for refraction when performed by the Member's Primary Care Physician.

**Vision Examination**
Each Member may have one routine eye exam and refraction every *two calendar years*. These services must be provided by a Participating Provider. A list of Participating Providers is available through Customer Service.

The Specialist Office Visit Copay as shown on the ***Schedule of Covered Services*** applies.
- One pair of frames from a select group of frames;

Benefits are provided for prescription contact lenses in lieu of eyeglasses for up to $200 every two calendar years.

**Reimbursement For Prescription Lenses And Frames From A Non-Participating Provider**

Each Member is entitled to a reimbursement for the cost of corrective lenses, including prescription contact lenses, and eyeglass frames. The reimbursement amount is stated below and will be paid when a properly receipted bill is submitted. Instructions for reimbursement may be obtained from Customer Service.

**Reimbursement Amount:** $200 every two calendar years

A Member who receives Vision services from a Participating Provider can elect to utilize a Non-Participating Provider for related Vision services on the recommendation or referral of the Participating Provider, provided that the Participating Provider gives to the Member, prior to recommending, referring, Prescribing or ordering any Vision services from the Non-Participating Provider, written notice that:
- The Non-Participating Provider is not a Participating Provider;
- The Member has the option of selecting a Participating Provider; and
- The Member may have different financial obligations depending on whether the Vision Provider is a Participating Provider or a Non-Participating Provider.

**EMERGENCY AND URGENT CARE**

**WHAT ARE EMERGENCY SERVICES?**
"Emergency Services" are any health care services, including services for Mental Illness, provided to a Member after the sudden onset of a medical condition. The condition manifests itself by acute symptoms of sufficient severity or 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:
- Placing the health of the Member or with respect to a pregnant Member, the health of the Member or unborn child, in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency transportation and related Emergency Service provided by a licensed ambulance service shall constitute an Emergency Service.

**Emergency Services Inside and Outside the Service Area.**
Emergency Services are covered whether they are provided inside or outside AmeriHealth's Service Area. Emergency Services do not require a Referral for treatment from the Member's Primary Care Physician. The Member must notify their Primary Care Physician to coordinate all continuing care. Medically Necessary Care by any Provider other than the Member's Primary Care Physician will be covered until the Member can, without medically harmful consequences, be transferred to the care of the Member's Primary Care Physician or a Referred Specialist.

Examples of conditions requiring Emergency Services are: excessive bleeding; broken bones; serious burns; sudden onset of severe chest pain; sudden onset of acute abdominal pains; poisoning; unconsciousness; convulsions; and choking.

**Note:** For Emergency Care provided by certain Non-Participating Providers, for example, ambulance services, in accordance with applicable law, the Claims Administrator will reimburse the Non-Participating Provider based upon the methodology established by Consolidated Appropriations Act (CAA).

The Member is protected from surprise billing, cannot be balance billed, and will be subject to the in-network cost-sharing levels for Emergency Care provided by Non-Participating Providers. This includes services the Member may receive after they are in stable condition unless written consent is given and the Member gives up their protections not to be balanced billed for these post-stabilization services.

It is the Member's responsibility to contact the Claims Administrator for any bill the Member receives for out-of- area Urgent Care provided by a Non-Participating Provider. If the Member receives any bills from the Provider, the Member needs to contact Customer Service at the telephone number on the Member's ID card. When the Member notifies the Claims Administrator about these bills, the Claims Administrator will resolve the balance billing.

**MEDICAL SCREENING EVALUATION**
Medical Screening Evaluation services will be Covered Services when performed in a Hospital emergency department for the purpose of determining whether or not an Emergency exists.

**NOTE: If the Member believes they need Emergency Services, the Member should call 911 or go immediately to the emergency department of the closest Hospital. Coverage of reasonably necessary costs associated with Emergency Services provided during the period of the Emergency are covered by this Program.**

**WHAT IS URGENT CARE?**
"Urgent Care" needs are for sudden illness or Accidental Injury that require prompt medical attention, but are not life-threatening and are not Emergency medical conditions, when your Primary Care Physician is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care or Follow-up Care.

**Urgent Care Inside AmeriHealth's Service Area**

If the Member is within the Service Area and they need Urgent Care, they call their Primary Care Physician first. The Member's Primary Care Physician provides coverage 24 hours a day, seven days a week for Urgent Care. The Member's Primary Care Physician, or the Physician covering for their Primary Care Physician, will arrange for appropriate treatment. Urgent Care services may also be accessed directly at an Urgent Care Center or Retail Clinic.

Urgent Care provided within the Service Area will be covered only when provided or Referred by your Primary Care Physician, or when provided at an Urgent Care Center or Retail Clinic without a Referral.

**URGENT CARE OUTSIDE AMERIHEALTH'S SERVICE AREA**

The Member has benefits for Covered Services for Urgent Care when traveling outside AmeriHealth's Service Area. Urgent Care Benefits cover Medically Necessary treatment for any unforeseen illness or injury that requires treatment prior to when the Member returns to AmeriHealth's Service Area. Coverage is for Medically Necessary services required during a temporary absence (less than 90 consecutive days). After that time, the Member must return to AmeriHealth's Service Area or be disenrolled automatically from the Group's Program.

- The Member locates, on their own, a Provider outside AmeriHealth's Service Area.
- The Member calls Care Management and Coordination at 1-800-227-3116 to get prior authorization for the visit(s)/ service(s) from AmeriHealth.
- With AmeriHealth's approval, the Member calls the Provider to schedule an appointment.
- The Provider may accept the appropriate cost sharing for the visit(s)/service(s) or the Member may be asked to pay the cost for the visit(s)/service(s) when provided.
- If the Provider does not agree to bill AmeriHealth, the Member should send the itemized bill to AmeriHealth. Be sure to include the Member's full name, address and the Identification Number that appears on their ID Card. No claim form is required. AmeriHealth will send the Member a check for the amount of the bill minus the Member's cost sharing.

**Note: It is the Member's responsibility to forward to AmeriHealth any bill they receive for Emergency Services or out-of-area Urgent Care provided by a Non-Participating Provider.**

**FOLLOW-UP CARE BENEFITS WHEN TRAVELING OUTSIDE AMERIHEALTH'S SERVICE AREA**

Follow-Up Care Benefits cover Medically Necessary Follow-Up Care required while the Member is traveling outside AmeriHealth's Service Area. The care must be needed as a result of an injury, illness, or condition that occurred while the Member was in AmeriHealth's Service Area. Follow-Up Care must be coordinated by the Member's Primary Care Physician in AmeriHealth's Service Area and pre-authorized by AmeriHealth prior to leaving the Service Area. Coverage is provided only for those specified, Preapproved service(s) authorized by the Member's Primary Care Physician in AmeriHealth's Service Area and AmeriHealth's Care Management and Coordination Department. Follow-Up Care Benefits are available during Member's temporary absence (less than 90 consecutive days from AmeriHealth's Service Area.

Follow-Up Care required during a temporary absence from AmeriHealth's Service Area will be covered when these steps are followed:

- The Member is currently receiving urgent ongoing treatment for a condition.
- The Member plans to go out of AmeriHealth's Service Area temporarily, and their Primary Care Physician recommends that the Member continue treatment.
- The Primary Care Physician calls Care Management and Coordination at 1-800-227-3116 to get prior authorization for the visit(s)/service(s) from AmeriHealth.
- With AmeriHealth's approval, the Member locates a Provider, on their own, and schedules an appointment.

- The Provider may accept the appropriate cost sharing for the visit(s)/service(s) or the Member may be asked to pay the cost for the visit(s)/service(s) when provided.
- If the Provider does not agree to bill AmeriHealth, the Member should send the itemized bill to AmeriHealth. Be sure to include the Member's full name, address and the Identification Number that appears on their ID Card. No claim form is required. AmeriHealth will send the Member a check for the amount of the bill minus their cost sharing.

**Note: It is the Member's responsibility to forward to AmeriHealth any bill they receive for Emergency Services or out-of-area Urgent Care provided by a Non-Participating Provider.**

**CONTINUING CARE**

Medically Necessary care provided by any Provider other than the Member's Primary Care Physician will be covered, subject to the ***Description Of Covered Services, Exclusions - What Is Not Covered***, and the ***Schedule Of Covered Services*** sections, only until the Member can, without medically harmful consequences, be transferred to the care of the Member's Primary Care Physician or a Referred Specialist designated by the Member's Primary Care Physician. All continuing care must be provided or Referred by the Member's Primary Care Physician or coordinated through Customer Service.

**AUTO OR WORK-RELATED ACCIDENTS**

**Motor Vehicle Accident**

If the Member or the Member's Dependent is injured in a motor vehicle accident, contact the Member's or the Member's Dependent's Primary Care Physician as soon as possible.

**REMEMBER:** This Program will always be secondary to the Member's auto insurance coverage. However, in order for services to be covered by this Program as secondary, the Member's care must be provided or Referred by the Member's Primary Care Physician.

Tell the Member's Primary Care Physician that the Member was involved in a motor vehicle accident and the name and address of the Member's auto insurance company. Give this same information to any Provider to whom the Member's Primary Care Physician refers the Member for treatment.

Call Customer Service as soon as possible and advise us that the Member has been involved in a motor vehicle accident. This information helps this Claims Administrator to coordinate this Program's benefits with coverage provided through the Member's auto insurance company.

Only services provided or Referred by the Member's Primary Care Physician will be covered by this Program.

**Work-Related Accident**

Report any work-related injury to the Member's employer and contact the Member's Primary Care Physician as soon as possible.

**REMEMBER: This Program will always be secondary to the Member's Worker's Compensation coverage. However, in order for services to be covered by this Program as secondary, the Member's care must be provided or Referred by the Member's Primary Care Physician.**

Tell the Member's Primary Care Physician that the Member was involved in a work-related

accident and the name and address of the Member's employer and any applicable information related to the Member's employer's Worker's Compensation coverage. Give this same information to any Provider to whom the Member's Primary Care Physician refers the Member for treatment.

Call Customer Service as soon as possible and advise us that the Member has been involved in a work-related accident. This information helps the Claims Administrator to coordinate this Program's benefits with coverage provided through the Member's employer's Worker's Compensation coverage.

Only services provided or Referred by the Member's Primary Care Physician will be covered by this Claims Administrator.

## EXCLUSIONS – WHAT IS NOT COVERED

Except as specifically provided in this Benefit Booklet, no benefits will be provided for services, supplies or charges:

**Administration of Insulin**
Any charges for the administration of injectable insulin.

**Alternative Therapies/Complementary Medicine**
For Alternative Therapies/complementary medicine, including but not limited to:

- Music therapy;
- Dance therapy;
- Equestrian/hippotherapy;
- Homeopathy;
- Primal therapy;
- Rolfing;
- Psychodrama;
- Vitamin or other dietary supplements and therapy;
- Naturopathy;
- Hypnotherapy;
- Bioenergetic therapy;
- Qi Gong;
- Ayurvedic therapy;
- Aromatherapy;
- Massage therapy;
- Therapeutic touch;
- Recreational, wilderness, educational and sleep therapies

**Ambulance Services/Transport**
For Ambulance services/transport except as specifically provided under this Program.

**Assisted Fertilization Techniques**
For In vitro fertilization, embryo transplant, ovum retrieval including, but not limited to, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT) and any services required in connection with these procedures.

**Autism**

- For the diagnosis and treatment of Autism Spectrum Disorders that is provided through a school as part of an individualized education program.
- For the diagnosis and treatment of Autism Spectrum Disorders that is not included in the ASD Treatment Plan for Autism Spectrum Disorders.

**Benefit Maximums**
For charges Incurred for expenses in excess of benefit maximums as specified in the ***Schedule of Covered Services***.

**Charges In Excess Of Covered Service For Insulin**
Any charge where the usual and customary charge is less than the Member's Insulin or oral agent cost sharing amount.

**Cognitive Rehabilitation Therapy**
For Cognitive Rehabilitation Therapy, except when provided integral to other supportive therapies, such as, but not limited to physical, occupational and speech therapies in a multidisciplinary, goal-oriented and integrated treatment program designed to improve management and independence following neurological damage to the central nervous system caused by illness or trauma (For example: stroke, acute brain insult, encephalopathy).

**Consumable Medical Supplies**
With regard to Consumable Medical Supplies, any item that meets the following criteria is not a covered consumable medical supply and will not be covered:

- The item is for comfort or convenience.
- The item is not primarily medical in nature. Items not covered include, but are not limited to: ear plugs; ice pack; silverware/utensils; feeding chairs; toilet seats
- The item has features of a medical nature which are not required by the patient's condition.
- The item is generally not prescribed by an eligible provider.

Some examples of not covered consumable medical supplies are: incontinence pads; lamb's wool pads; face masks (surgical); disposable gloves, sheets and bags, bandages, antiseptics, and skin preparations.

**Correctional Facility**

- While a Member is incarcerated in any adult or juvenile penal or correctional facility or institution; or
- Care for conditions that federal, state or local law requires to be treated in a public facility.

**Cosmetic Surgery**

- For cosmetic Surgery, including cosmetic dental Surgery.
- Cosmetic Surgery is defined as any Surgery:
  - Done primarily to alter or improve the appearance of any portion of the body; and
  - From which no significant improvement in physiological function could be reasonably expected.

Regarding sagging skin: This exclusion includes surgical excision or reformation of any sagging skin on any part of the body, including, but not limited to:

- The eyelids;
- Face;
- Neck;
- Arms;
- Abdomen;
- Legs; or
- Buttocks.

Regarding enlargements, reductions and implantations: This exclusion also includes services performed in connection with enlargement, reduction, implantation or change in appearance of a portion of the body, including, but not limited to:

- The ears;
- Lips;
- Chin; or
- Jaw, nose, or breasts (except reconstruction for post-mastectomy patients).

Regarding bodily functions and deformities: This exclusion does not include those services performed when the patient is a Member of the Program and performed in order to restore bodily function or correct deformity resulting from:

- A disease;
- Recent trauma; or
- Previous therapeutic process.

Regarding birth defects: This exclusion does not apply to otherwise Covered Services necessary to correct:

- Medically diagnosed congenital defects for children and birth abnormalities for children.

**Dental Care (Medical)**

- For dental services related to:
  - The care, filling, removal or replacement of teeth, including dental implants to replace teeth or to treat congenital anodontia, ectodermal dysplasia or dentinogenesis imperfecta; and
  - The treatment of injuries to or diseases of the teeth, gums or structures directly supporting or attached to the teeth, except as otherwise specifically stated in this Benefit Booklet.
  - Specific services not covered include, but are not limited to (unless otherwise described in this Benefit Booklet):
    - Apicoectomy (dental root resection);
    - Prophylaxis of any kind;
    - Root canal treatments;
    - Soft tissue impactions;
    - Alveolectomy;
    - Bone grafts or other procedures provided to augment an atrophic mandible or maxilla in preparation of the mouth for dentures or dental implants; and
    - Treatment of periodontal disease;
- For dental implants for any reason.
- For dentures, unless for the initial treatment of an Accidental Injury/trauma.
- For Orthodontic treatment, except for appliances used for palatal expansion to treat congenital cleft palate.
- For injury as a result of chewing or biting (neither is considered an Accidental Injury).

**Drugs, Biologics, and Gene Therapies That Have Not Received Final/Standard/Traditional FDA Approval**

For drugs, biologics, or gene therapies, **with the exception of cancer treatments,** that receive an accelerated approval based on surrogate endpoints with the requirement by the FDA to perform confirmatory trials to demonstrate clinical benefits **and not** of a final, standard, traditional FDA approval for a period of 18 months after the accelerated approval.

- **Monoclonal antibodies directed against amyloid for the treatment of Alzheimer's disease: e.g., aducanumab- avwa**

- **Delandistrogene moxeparvovec**

- **Tofersen**

- **Exon skipping drugs for Duchenne Muscular Dystrophy (DMD): e.g., Eteplirsen, Golodirsen, Viltolarsen, Casimersen**

- **Lecanemab-irmb (Leqembi)**

**Drugs That May Be Dispensed Without A Doctor's Prescription**

For drugs and other medications:

- Outpatient Prescription Drugs, except if covered by the Prescription Drug benefit; and,
- Medications that may be dispensed without a doctor's prescription.

This exclusion does not apply for coverage of insulin and oral agents used for the treatment of diabetes.

**Durable Medical Equipment**

With respect to Durable Medical Equipment (DME), items for which any of the following statements are true is not DME, and will not be covered. This includes any item:

- That is for comfort or convenience: Items not covered include, but are not limited to: massage devices and equipment; portable whirlpool pumps, and telephone alert systems; bed-wetting

alarms; and, ramps.

- That is for environmental control: Items not covered include, but are not limited to: air cleaners; air conditioners; dehumidifiers; portable room heaters; customized wheelchairs and ambient heating and cooling equipment.
- That is inappropriate for home use: This is an item that generally requires professional supervision for proper operation. Items not covered include, but are not limited to: diathermy machines; medcolator; pulse tachometer; traction units; translift chairs; and any devices used in the transmission of data for telemedicine purposes.
- That is a non-reusable supply or is not a rental type item, other than a supply that is an integral part of the DME item required for the DME function. This means the equipment is not durable or is not a component of the DME.
- That is not primarily medical in nature: Equipment, which is primarily and customarily used for a non-medical purpose may or may not be considered medical equipment. This is true even though the item has some remote medically related use. Items not covered include, but are not limited to:
  - Exercise equipment;
  - Speech teaching machines;
  - Strollers;
  - Toileting systems;
  - Bathtub lifts;
  - Elevators;
  - Stair glides; and
  - Electronically-controlled heating and cooling units for pain relief
- That has features of a medical nature which are not required by the patient's condition, such as a gait trainer: The therapeutic benefits of the item cannot be clearly disproportionate to its cost, if there exists: A Medically Necessary and realistically feasible alternative item that serves essentially the same purpose.
- That duplicates or supplements existing equipment for use when traveling or for an additional residence: For example: A patient who lives in the Northeast for six months of the year, and in the Southeast for the other six would NOT be eligible for two identical items, or one for each living space.
- Which is not customarily billed for by the Provider. Items not covered include, but are not limited to: delivery, set-up and service activities (such as routine maintenance, service, or cleaning) and installation and labor of rented or purchased equipment.
- That modifies vehicles, dwellings, and other structures: This includes any modifications made to a vehicle, dwelling or other structure to accommodate a person's disability; or to accommodate a vehicle, dwelling or other structure for the DME item such as a wheelchair.
- Equipment for safety: Items that are not primarily used for the diagnosis, care or treatment of disease or injury but are primarily utilized to prevent injury or provide a safe surrounding. Examples include:
  - Restraints;
  - Safety straps;
  - Safety enclosures; or
  - Car seats.

The Claims Administrator will neither replace nor repair the DME due to abuse or loss of the item.

**Effective Date**
Which were Incurred prior to the Member's Effective Date of coverage.

**Experimental/Investigative**
Services and supplies which are Experimental/Investigative in nature, except:

- Routine Patient Costs Associated With Qualifying Clinical Trials that meets the definition of a Qualifying Clinical Trial under this Benefit Booklet; and
- As Preapproved by the Claims Administrator.

Routine patient costs do not include any of the following:

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

**Foot Care**
For Routine Foot Care, as defined in the Health Benefit Plan's medical policy unless associated with Medically Necessary treatment of peripheral vascular disease and/or peripheral neuropathic disease, including but not limited to diabetes.

**Foot Orthotics**
For supportive devices for the foot (orthotics), such as, but not limited to:
- Foot inserts;
- Arch supports;
- Heel pads and heel cups; and
- Orthopedic/corrective shoes.

This exclusion does not apply to orthotics and podiatric appliances required for the prevention of complications associated with diabetes.

**Health foods and Dietary Supplements**
For health foods, dietary supplements, or diet agents.

**High Cost Technical Equipment**
For equipment costs related to services performed on high cost technological equipment unless the acquisition of such equipment was approved through a Certificate of Need process and/or the Claims Administrator.

**Home Blood Pressure Machines**
For home blood pressure machines, except for Members:
- With pregnancy-induced hypertension;
- With hypertension complicated by pregnancy;
- With end-stage renal disease receiving home dialysis; or
- Who are eligible for home blood pressure machine benefits as required based on ACA preventive mandates.

**Home Health Care**
For Home Health Care services and supplies in connection with Home health services for the following:
- Custodial services, food, housing, homemaker services, home delivered meals and supplementary dietary assistance;
- Rental or purchase of Durable Medical Equipment;
  Rental or purchase of medical appliances (For example, braces) and Prosthetic Devices (For example, artificial limbs); supportive environmental materials and equipment, such as:
  - Handrails;
  - Ramps;
  - Telephones;
  - Air conditioners and similar services;
  - Appliances; and
  - Devices;
- Prescription Drugs;
- Provided by family members, relatives, and friends;
- A Member's transportation, including services provided by voluntary ambulance associations for which the Member is not obligated to pay;
- Emergency or non-Emergency Ambulance services;
- Visiting teachers, friendly visitors, vocational guidance and other counselors, and services

related to diversional Occupational Therapy and/or social services;
- Services provided to individuals (other than a Member released from an Inpatient maternity stay), who are not essentially Homebound for medical reasons; and
- Visits by any Provider personnel solely for the purpose of assessing a Member's condition and determining whether or not the Member requires and qualifies for Home Health Care services and will or will not be provided services by the Provider.

**Hospice Care**
Hospice Care benefits for the following:
- Research studies directed to life lengthening methods of treatment;
- Services or expenses Incurred in regard to the Member's personal, legal and financial affairs (such as preparation and execution of a will or other disposition of personal and real property); and
- Private Duty Nursing.

**Immediate Family**
Rendered by a member of the Member's Immediate Family.

**Immunizations for Employment or Travel**
Immunizations required for employment purposes or travel.

**Intensive Behavioral Health Services/Pediatric Intensive Behavioral Health Services**
For services designated as intensive behavioral health services/pediatric intensive behavioral health services (defined in Pennsylvania Medical Assistance Manual Chapter 1155), except as specifically provided under this Program (For example, Applied Behavior Analysis).

**Laboratory and Pathology Tests for Employment**
For laboratory and pathology tests in connection with obtaining or continuing employment.

**Lipedema**
Liposuction (suction-assisted lipectomy) for the treatment of lipedema.

This exclusion does not apply to:
- Liposuction (suction-assisted lipectomy) for the treatment of lipedema when the Health Benefit Plan:
  - Determines the liposuction (suction-assisted lipectomy) is Medically Necessary; and
  - The liposuction (suction-assisted lipectomy) is limited to one procedure per area of the body per lifetime.

**Medical Foods And Nutritional Formulas**
- For appetite suppressants; and
- For oral non-elemental nutritional supplements (For example, Boost, Ensure, NeoSure, PediaSure, Scandishake), casein hydrolyzed formulas (For example, Nutramigen, Alimentun, Pregestimil), or other nutritional products including, but not limited to, banked breast milk, basic milk, milk-based, soy-based products. This exclusion does not apply to Medical Foods and Nutritional Formulas as provided for and defined in the "Medical Foods and Nutritional Formulas" section in the Description of Covered Services.
- For elemental semi-solid foods (e.g. Neocate Nutra)
- For products that replace fluids and electrolytes (e.g., Electrolyte Gastro, Pedialyte)
- For oral additives (e.g., Duocal, fiber, probiotics, or vitamins) and food thickeners (e.g., Thick-It, Resource ThickenUp)
- For supplies associated with the oral administration of formula (e.g., bottles, nipples)

**Medical Supplies**
For medical supplies such as but not limited to thermometers, ovulation kits, early pregnancy or home pregnancy testing kits.

**Medical Necessity or Referred**
- Not provided by or Referred by the Member's Primary Care Physician except in an Emergency or as specified elsewhere in this Benefit Booklet; and
- Which are not Medically Necessary, as determined by the Primary Care Physician or the Claims Administrator, for the diagnosis or treatment of illness, injury or restoration of physiological functions. This exclusion does not apply to routine and preventive Covered Services specifically provided under the Claims Administrator and described in this Benefit Booklet.

**Military Service**
For any loss sustained or expenses Incurred in the following ways:
- During military service while on active duty as a member of the armed forces of any nation; or
- As a result of enemy action or act of war, whether declared or undeclared.

**Miscellaneous**
Charges for:
- For care in a:
  - Long term care facility, including a:
    - Nursing home;
    - Assisted living facility; and
    - Board and care home;
    - Continuing care retirement facility;
    - Convalescent home;
    - School, with the exception of behavioral health services specified in the HMO's Medical Policies;
    - Camp, with the exception of behavioral health services specified in the HMO's Medical Policies; or
    - Institution for intellectually disabled children
- For broken appointments;
- For marriage or religious counseling;
- For completion of any insurance forms.
- For Custodial Care, or domiciliary care;
- For charges not billed/performed by a Provider.
- For services for which the cost is later recovered through legal action, compromise, or claim settlement;
- For protective and supportive care, including educational services, rest cures and convalescent care
- Performed by a Professional Provider enrolled in an education or training program when such services are:
  - Related to the education or training program; and are
  - Provided through a Hospital or university.
- For weight reduction and premarital blood tests. This exclusion does not apply to nutrition visits as set forth in the ***Description of Covered Services*** section under the subsection entitled "Nutrition Counseling"
- For any Therapy service provided for:
  - Work hardening activities/programs;
  - Evaluations not associated with therapy.

**Motor Vehicle Accident**
For injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is:
- Paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan; or
- Payable in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Law.

**Non-Covered Services**
For any services, supplies or treatments not specifically listed as covered benefits in this Program.
Note: The Claims Administrator reserves the right:
- To specify Providers of, or means of delivery of Covered Services, supplies or treatments under this Program; and
- To substitute such Providers or sources where medically appropriate.

EXCEPTIONS - No benefits are provided for the above, unless:
The unlisted benefit, service or supply is a basic health service required by the Pennsylvania Department of Health.

**Obesity**
For treatment of obesity including pharmacological drugs for the treatment of obesity management. This includes, but not limited: (a) weight management programs; (b) dietary aids, supplements; (c) weight training, fitness training, or lifestyle modification programs, including such programs provided under the supervision of a clinician; (d) group nutrition counseling.

This exclusion does not apply to:
- Surgical procedures specifically intended to result in weight loss (including bariatric surgery) when the Claims Administrator:
  - Determines the Surgery is Medically Necessary; and
  - The Surgery is limited to one surgical procedure per lifetime, regardless (or even) if:
    - a new or different diagnosis is the indication for the Surgery,
    - a new or different type of Surgery is intended or performed,
    - a revision, repeat, or reversal of any previous weight loss Surgery is intended or performed.

    The exclusion of coverage for a repeat, reversal or revision of a previous Surgery does not apply when the intended procedure is performed to treat technical failure or complications of a prior surgical procedure which, if left untreated, would result in endangering the health of the Member. Failure to maintain weight loss or any condition resulting from or associated with obesity does not constitute technical failure.
- Pharmacological drugs for weight reduction; or
- Nutrition counseling visits/sessions as described in the "Nutrition Counseling" provision in this Benefit Booklet.

**Organ Donation**
Services required by a Member donor related to organ donation. Expenses for donors donating organs to Member recipients are covered only as provided in this Program and described in this Benefit Booklet. No payment will be made for human organs which are sold rather than donated.

**Personal Hygiene and Convenience Items**
For personal hygiene and convenience items such as, but not limited to the following, whether or not recommended by a Provider:
- Air conditioners;
- Humidifiers;
- Elevators;
- Spa or health club memberships;

- Physical fitness or exercise equipment;
- Radio;
- Beauty/barber shop services;
- Guest trays;
- Chairlifts;
- Stairglides;
- Whirlpool;
- Sauna;
- Television;
- Telephone;
- Guest service; or
- Hot tub or equivalent device

**Physical Examinations**
For routine physical examinations for non-preventive purposes, such as:
- Pre-marital examinations;
- Physicals for college, camp or travel; and
- Examinations for insurance, licensing and employment.

**Prescription Drugs (Medical Program)**
- For Prescription Drugs, except as may be provided under the "Prescription Drugs" section of the ***Description of Covered Service*****s**. This exclusion does NOT apply to insulin, insulin analogs and pharmacological agents for controlling blood sugar levels, as provided for the treatment of diabetes ; and for contraceptives mandated by the Women's Preventive Services provision of PPACA, including contraceptive methods as described in the Women's Preventive Care provision of the **Description of Covered Services** section of this Benefit Booklet, patient education and counseling, not including abortifacient drugs, and for certain generic and brand products. All other contraceptives are excluded.
- For drugs and medicines for which the Member has coverage under a free-standing prescription drug program provided through the enrolled Group.

**Private Duty Nursing**
- For Private Duty Nursing Services in connection with the following:
  - Nursing care which is primarily custodial in nature; such as care that primarily consists of bathing, feeding, exercising, homemaking, moving the patient and giving oral medication;
  - Services provided by a nurse who ordinarily resides in the Member's home or is a member of the Member's Immediate Family; and
  - Services provided by a home health aide or a nurse's aide.
- For Inpatient Private Duty Nursing services.

**Prosthetic Device Repair and Replacement Due to Misuse**
For services for repairs or replacements of Prosthetic Devices needed because the prosthesis was abused or misplaced.

**Relative Counseling or Consultations**
For counseling or consultation with a Member's relatives, or Hospital charges for a Member's relatives or guests, except as may be specifically provided or allowed in the "Treatment for Alcohol Or Drug Abuse And Dependency" or "Transplant Services" sections of the ***Description of Covered Service*****s**.

**Responsibility of Another Party**
- For which a Member would have no legal obligation to pay, or another party has primary responsibility.
- Received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group.

**Responsibility of Medicare**
Claims paid or payable by Medicare when Medicare is primary. For purposes of this Program exclusion, coverage is not available for a service, supply or charge that is "payable under

Medicare" when the Member is eligible to enroll for Medicare benefits, regardless of whether the Member actually enrolls for, pays applicable premium for, maintains, claims or receives Medicare benefits. The amount excluded for these claims will be either the amount "payable under Medicare" or the applicable plan fee schedule for the service, at the discretion of the Health Benefit Plan **or** Claims Administrator, as applicable.

**Reversal of a Sterilization**
For any Surgery performed for the reversal of a sterilization and services required in connection with such procedures.

**Self-Administered Prescription Drugs**
For Self-Administered Prescription Drugs, under the Member's medical benefit, regardless of whether the drugs are provided or administered by a Provider. Drugs are considered Self-Administered Prescription Drugs even when initial medical supervision and/or instruction is required prior to patient self-administration.

This exclusion does not apply to Self- Administered Prescription Drugs that are:
- Mandated to be covered by law, such as insulin or any drugs required for the treatment of diabetes, unless these drugs are covered by a Prescription Drug benefit or free-standing prescription drug contract issued by the Claims Administrator or its affiliates; or
- Required for treatment of an Emergency condition that requires a Self- Administered Prescription Drug.

**Services Not Performed By a Designated Provider**
The following Outpatient services that are not performed by the Member's Primary Care Physician's Designated Provider, when required under the plan:
- Rehabilitation Therapy Services: (other than Speech Therapy and services for Autism Spectrum Disorders);
- Diagnostic radiology services: If the Member is age five (5) or older; and
- Laboratory and Pathology Tests.

EXCEPTIONS - No benefits are provided for the above, unless Preapproved by the Claims Administrator.

**Services with No Charge**
Medication furnished by any other medical service for which no charge is made to the Member.

**Sexual Dysfunction**
Sex therapy or other forms of counseling for treatment of sexual dysfunction when performed by a non-licensed sex therapist.

**Skilled Nursing Facility**
For Skilled Nursing Facility services in connection with the following:
- When confinement is intended solely to assist the Member with the activities of daily living or to provide an institutional environment for the convenience of a Member;
- For the treatment of Alcohol And Drug Abuse Or Dependency, and Mental Illness; or
- After the Member has reached the maximum level of recovery possible for their particular condition and no longer requires definitive treatment other than routine Custodial Care.

**Temporomandibular Joint Syndrome (TMJ)**
For oral devices used for the treatment of temporomandibular joint syndrome (TMJ) or dysfunction.

**Termination Date**
Which were or are Incurred after the date of termination of the Member's coverage except as provided in the ***General Information*** section.

**Veteran's Administration or Department of Defense**
To the extent a Member is legally entitled to receive when provided by the Veteran's Administration or by the Department of Defense in a government facility reasonably accessible by the Member.

**Vision Care (Medical)**
Vision care, including but not limited to:
- All surgical procedures performed solely to eliminate the need for or reduce the Prescription of corrective vision lenses including, but not limited to radial keratotomy and refractive keratoplasty;
- Lenses which do not require a Prescription;
- Any lens customization such as, but not limited to tinting, oversize or progressive lenses; antireflective coatings, U-V lenses or coatings, scratch resistant coatings, mirror coatings, or polarization;
- Deluxe frames; or
- Eyeglass accessories such as cases, cleaning solution and equipment.
- For eyeglasses, lenses or contact lenses and the vision examination for Prescribing or fitting eyeglasses; or
- Routine Vision exams except as otherwise described in this Benefit Booklet.

**Weight Reduction**
For weight reduction programs, including all diagnostic testing related to weight reduction programs, unless Medically Necessary.

This exclusion also applies to pharmacological drugs for weight reduction.

This exclusion does not apply to the Claims Administrator's weight reduction program nutrition counseling visits/sessions as described in the "Nutrition Counseling" provision in this Benefit Booklet.

**Wigs**
For wigs and other items intended to replace hair loss due to androgenetic alopecia or due to illness or injury including but not limited to injury due to traumatic or surgical scalp avulsion, burns, or Chemotherapy.

**Worker's Compensation**
For any occupational illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of:
- Worker's Compensation Law; or
- Any similar Occupational Disease Law or Act.

This exclusion applies whether or not the Member claims the benefits or compensation.

## ELIGIBILITY, CHANGE AND TERMINATION RULES UNDER THIS PROGRAM

The Member's Group benefits administrator is responsible for maintaining eligibility of Members to receive benefits under this Program and for timely notifying the Claims Administrator of such eligibility. The Claims Administrator will provide coverage, and terminate coverage, in reliance on the Group's timely notification of the eligibility of Members. If a Group fails to timely notify the Claims Administrator of the eligibility status of a particular Member, the Claims Administrator will provide and terminate coverage in accordance with any Claims Administrator administrative processes.

## ELIGIBILITY

### Eligible Subscriber

An eligible Subscriber is an individual who is listed on the completed Enrollment/Change Form provided by the Claims Administrator and:

- Who resides or, with approval from the Claims Administrator, works in the Service Area; and
- Who is an Employee whose normal work week is defined by the Group or is an eligible retiree; and
- Who is entitled to participate in the Group's health benefits program, including compliance with any probationary or waiting period established by the Group or who is entitled to coverage under a trust agreement or employment contract; and
- For whom Medicare is not primary pursuant to any federal or state regulation, law, or ruling.

### Eligible Dependent

An eligible Dependent is an individual for whom Medicare is not primary pursuant to any federal or state regulation, law, or ruling; who resides in the Service Area, unless otherwise provided in this section; who meets all the eligibility requirements established by the Group; who is listed on the Enrollment/Change Form completed by the Subscriber; and who is:

- The Subscriber's legal spouse, if applicable; or
- A child (including stepchild, legally adopted child, child placed for adoption, or natural child) of either the Subscriber, or the Subscriber's spouse, who is within the Limiting Age for Dependents as set forth in this Program, or a child for whom the Subscriber is legally required to provide health care coverage; or
- A child for whom the Subscriber, the Subscriber's spouse is a court appointed legal guardian; or
- A child, regardless of age, who, in the judgment of the Claims Administrator, is incapable of self-support due to a mental or physical handicap which commenced prior to the child's reaching the Limiting Age for Dependents under this Program and for which continuing justification may be required by the Claims Administrator; or
- A child within the Limiting Age for Dependents under this Program who resides in the Service Area; or
- A child who is past the Limiting Age for Dependents will be eligible when they:
  - Are a full-time student;
  - Are eligible for coverage under this Program;
  - Prior to attaining the Limiting Age for Dependents and while a full-time student, were:
    - A member of the Pennsylvania National guard or any reserve component of the U.S. armed forces and were called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or,
    - A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch. 76 (relates to Emergency Management Assistance

Compact), for a period of 30 or more consecutive days.

Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

As proof of eligibility, the Subscriber must submit a form to the Claims Administrator approved by the Department of Military & Veterans Affairs (DMVA):

- Notifying the Claims Administrator that the Dependent has been placed on active duty;
- Notifying the Claims Administrator that the Dependent is no longer on active duty; and
- Showing that the Dependent has re-enrolled as a full-time student in an Accredited Educational Institution for the first term or semester starting 60 or more days after their release from active duty.

- A Dependent of a Subscriber who is enrolled in an HMO Medicare risk program. A Dependent child of such Subscriber must be within the Limiting Age for Dependents under this Program;
- The newborn child or adopted child of a Member for the first 31 days immediately following birth of the newborn or adopted child. Coverage will continue in effect thereafter if the newborn child or adopted child qualifies as a Dependent, is enrolled by the Subscriber within 31 days of birth, and any appropriate payment due, calculated from the 32nd day after birth, is received by the Claims Administrator; or
- A Domestic Partner, as long as the Domestic Partnership exists, the child or children of a Domestic Partner shall be considered for eligibility under the Program as if they were the Member's own child or children. If the Member enrolls their Domestic Partner, the Member has an affirmative obligation to notify the Health Benefit Plan immediately if the Domestic Partnership terminates. Upon termination of the Domestic Partner relationship, coverage of the former Domestic Partner and the children of the former Domestic Partner shall terminate at the end of the current monthly term. The former Domestic Partner, and any of their previously covered children, shall be entitled, by applying within 60 days of such termination, for conversion coverage of the type for which the former Domestic Partner and children are then qualified, at the rate then in effect. This conversion coverage may be different from the coverage provided under this Benefit Booklet.

Under this Program no other benefits, except conversion privileges, will be extended to the newborn child of a Dependent unless such newborn child meets the eligibility requirements of a Dependent set forth in this section and is enrolled as a Dependent within 31 days of eligibility.

## EFFECTIVE DATE OF COVERAGE

Subject to the receipt of applicable payments from the Group, and of an Enrollment/Change Form from or on behalf of each prospective Member, and subject to the provisions of this Program, coverage for Members under this Program shall become effective on the earliest of the following dates:

- When an eligible person makes written application for membership on or prior to the date on which eligibility requirements under this section are satisfied, coverage shall be effective as of the date the eligibility requirements are satisfied; or
- When an eligible person makes written application for membership after the date on which the eligibility requirements of this section are satisfied, but within 30 days after becoming eligible, coverage will be effective as of the date the eligibility requirements are satisfied; or
- Coverage shall become effective at birth for newborn children adopted children for 31 days. Coverage will continue in effect thereafter if the newborn child or adopted child qualifies as a Dependent, is enrolled by the Subscriber within 31 days of birth, and any appropriate payment, calculated from the 32nd day after birth, is received by the Claims Administrator; or
- When an eligible person makes written application for membership during the Group Open

Enrollment Period, coverage will begin on the first day of the calendar month following the conclusion of the Group Open Enrollment Period, unless otherwise agreed to by the Group and the Claims Administrator.

If on the date on which coverage under the Claims Administrator becomes effective, the Member is receiving Inpatient Care, benefits will be provided under this Program to the extent that such benefits are not provided under a prior group health insurance plan.

**WHEN TO NOTIFY THE PROGRAM OF A CHANGE**

Certain changes in a Member's life may affect their coverage under this Program. Please notify us of any changes through the benefits office of the Member's Group benefits administrator. To help the Claims Administrator effectively administer Members' health care benefits, the Claims Administrator should be notified of the following changes within 30 days: name; address; status or number of Dependents; marital status; eligibility for Medicare coverage, or any other changes in eligibility.

**Open Enrollment**
The Member's Group benefits administrator will have an open enrollment period at least once a year, and will notify the Member of the time. At this time, the Member may add eligible Dependents to their coverage.

**Newly Hired**
Within 30 days of becoming eligible for this new Group's Claims Administrator coverage, an individual may join this Program. The Member must add existing eligible Dependents to their coverage at this time or wait until the next open enrollment period.

**Late Enrollment**
If an individual or an individual's Dependent did not request enrollment for coverage with this Program during the initial enrollment period and did not enroll within 30 days of the date during which the individual was first eligible to enroll under this Program, the individual may apply for coverage as a late Subscriber.

**Marriage**
Members may add their spouse to their Program within 30 days of their marriage. Coverage for a Member's spouse will be effective on the date of their marriage.

**New Child**
Coverage is effective at the time of birth for the newborn child of a Member, or at the time of placement for adoption for an adopted child of a Member, and shall continue for a period of 31 days after the event. If a Member chooses to continue coverage for the new child, the Member must add their eligible child (newborn or adopted child) within 31 days of the date of birth or placement of the adopted child. Coverage will be effective from the date of birth or the day the child was placed for adoption.

Customer Service must be notified prior to hospitalization for delivery.

**Court-Ordered Dependent Coverage**
If a Member is required by a court order to provide health care coverage for their eligible Dependent, their Dependent will be enrolled within 30 days from the date the Claims Administrator Plan receives notification and a copy of the court order.

**REMEMBER:** The Member must notify the Claims Administrator of any changes to Dependent

coverage within 30 days of the change in order to ensure coverage for all eligible family members. Notifications to the Claims Administrator should be through the benefits office of their Group benefits administrator.

## TERMINATION OF COVERAGE

A Member's coverage may be cancelled, after receiving thirty (30) days advance written notice before cancellation and subject to their rights under the ***Appeal of an Administrative Denial and Medical Necessity Appeal Processes,*** under the following conditions:

- **Rescission:** If the Member commits intentional misrepresentation of a material fact or fraud in applying for or obtaining coverage from this Program. The Member will receive written notice at least thirty (30) days prior to termination but will have the right to utilize the ***Appeal of an Administrative Denial and Medical Necessity Appeal Processes*** to appeal cancellation;

- **Misuse of ID Card:** If a Member misuses their ID Card, or allows someone other than their eligible Dependents to use a ID Card to receive care or benefits;

- **Changes to Eligibility:** If a Member ceases to meet the eligibility requirements;

- **Group Termination:** The Member's Group terminates coverage with this Program.

**Inpatient Provision upon Termination of Coverage**
If a Member is receiving Inpatient Care in a Hospital or Skilled Nursing Facility on the day this coverage is terminated by the Claims Administrator, except for termination due to fraud or intentional misrepresentation of a material fact, the benefits shall be provided until the earliest of:
- The expiration of such benefits according to the ***Schedule of Covered Services*** included with this Benefit Booklet;
- Determination of the Primary Care Physician and the Claims Administrator that Inpatient Care is no longer Medically Necessary; or
- The Member's discharge from the facility.

**NOTE:** The Claims Administrator will not terminate the Member's coverage because of their health status, their need for Medically Necessary Covered Services or for having exercised their rights under the ***Appeal of an Administrative Denial and Medical Necessity Appeal Processes*.**

When a Subscriber's coverage terminates for any reason, coverage of the Subscriber's covered family members will also terminate.

**Termination of Coverage at Termination of Employment or Membership in the Group**
Coverage for the Member under this Program will terminate on the date specified by the Group if the Claims Administrator receives from the Group notice of termination of the Member's coverage within 30 days of the date specified by the Group. If notification from the Group is not received by the Claims Administrator within 30 days of the date specified by the Group, the effective date of termination of the Member's coverage shall be 30 days prior to the first day of the month in which the Claims Administrator received the notice of termination of the Member's coverage from the Group, with the exception of any services covered under the Inpatient Provision. If the Member is receiving Inpatient Care on the date coverage is terminated, the Inpatient Provision will apply as defined above. Coverage for Dependents ends when the Member's coverage ends.

## COVERAGE CONTINUATION

**When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)**
The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or eligible Dependent to temporarily extend health care coverage.

**Continuation Of Coverage Pennsylvania Act 62 of 2009 (Mini-COBRA)**

This subsection, and the requirements of Mini-COBRA continuation, applies to Groups consisting of two to 19 employees. This provision applies when the Subscriber is an eligible employee of the Group.

For purposes of this subsection, a "qualified beneficiary" means any person who, before any event which would qualify them for continuation under this subsection, has been covered continuously for benefits under this Program or for similar benefits under any group policy which it replaced, during the entire three-month period ending with such termination as:

- The Subscriber;
- The Subscriber's Dependent spouse; or
- The Subscriber's Dependent child.

In addition, any child born to or placed for adoption with the Subscriber during Mini-COBRA continuation will be a qualified beneficiary.

Any person who becomes covered under this Program during Mini-COBRA continuation, other than a child born to or placed for adoption with the Subscriber during Mini-COBRA continuation, will not be a qualified beneficiary.

- If the Subscriber Terminates Employment or Has a Reduction of Work Hours**:** If the Subscriber's group benefits end due to their termination of employment or reduction of work hours, the Subscriber may be eligible to continue such benefits for up to nine months, if:
  - The Subscriber's termination of employment was not due to gross misconduct;
  - The Subscriber is not eligible for coverage under Medicare;
  - The Subscriber verifies they are not eligible for group health benefits as an eligible dependent; and
  - The Subscriber is not eligible for group health benefits with any other carrier.

  The continuation will cover the Subscriber and any other qualified beneficiary who loses coverage because of the Subscriber's termination of employment (for reasons other than gross misconduct) or reduction of work hours, subject to the "When Continuation Ends" paragraph of this subsection.

- The Group's Responsibilities: The Group must notify the Subscriber, the benefits administrator, and the Claims Administrator, in writing, of:
  - The Subscriber's termination of employment (for reasons other than gross misconduct) or reduction of work hours;
  - The Subscriber's death;
  - The Subscriber's divorce or legal separation from a Dependent spouse covered under this Program;
  - The Subscriber becoming eligible for benefits under Social Security;
  - The Subscriber's child ceasing to be a Dependent child pursuant to the terms of this Program;
  - Commencement of the Group's bankruptcy proceedings.

The notice must be given to the Subscriber, the benefits administrator and the Claims Administrator no later than 30 days of any of these events.

- The Qualified Beneficiary's Responsibilities: A person eligible for continuation under this subsection must notify, in writing, the benefits administrator or its designee of their election of continuation coverage within 30 days of receipt of the notice from the Group.

  Continuation coverage shall be effective as of the date of the event.

  Upon receipt of the Subscriber's, or the Subscriber's covered Dependent's election of continuation coverage, the benefits administrator, or its designee, shall notify the Claims Administrator of the election within 14 days.

- If the Subscriber Dies: If the Subscriber dies, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to nine months, subject to the "When Continuation Ends" paragraph of this subsection.

- If the Subscriber's Marriage Ends: If the Subscriber's marriage ends due to legal divorce or legal separation, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to nine months, subject to the "When Continuation Ends" paragraph of this subsection.

- If a Dependent Loses Eligibility: If the Subscriber's Dependent child's group health benefits end due to their loss of dependent eligibility as defined in this Program, other than the Subscriber's coverage ending, they may elect to continue such benefits. However, such Dependent child must be a qualified beneficiary. The continuation can last for up to nine months, subject to the "When Continued Ends" paragraph of this subsection.

- Election of Continuation: To continue their group health benefits, the qualified beneficiary must give the benefits administrator written notice that they elect to continue benefits under the coverage. This must be done within 30 days of the date a qualified beneficiary receives notice of their continuation rights from the benefits administrator as described above or 30 days of the date the qualified beneficiary's group health benefits end, if later. The Group must notify the Health

  Benefit Plan of the qualified beneficiary's election of continuation within 14 days of the election of continuation. Furthermore, the qualified beneficiary must pay the first month's premium in a timely manner.

  The subsequent premiums must be paid to the benefits administrator by the qualified beneficiary, in advance, at the time and in the manner set forth by the benefits administrator. No further notice of when premiums are due will be given.

  The monthly premium will be the total rate which would have been charged for the group health benefits had the qualified beneficiary stayed insured under this Program on a regular basis. It includes any amount that would have been paid by the Group. An additional administrative charge of up to five percent of the total premium charge may also be required by the Claims Administrator.

- Grace in Payment of Premiums: A qualified beneficiary's premium payment is timely if, with respect to the first payment after the qualified beneficiary elects to continue, such payment is made no later than 45 days after such election. In all other cases, the premium payment is

timely if it is made within 31 days of the specified date.

- When Continuation Ends: A qualified beneficiary's continued group health benefits under this Program's ends on the first to occur of the following:
  - With respect to continuation upon the Subscriber's termination of employment or reduction of work hours, the end of the nine month period which starts on the date the group health benefits would otherwise end;
  - With respect to continuation upon the Subscriber's death, the Subscriber's legal divorce or legal separation, or the end of the Subscriber's covered Dependent's eligibility, the end of the nine month period which starts on the date the group health benefits would otherwise end;
  - With respect to the Subscriber's Dependent whose continuation is extended due to the Subscriber's entitlement to Medicare, the end of the nine month period which starts on the date the group health benefits would otherwise end;
  - The date coverage under this Program ends;
  - The end of the period for which the last premium payment is made;
  - The date they become covered under any other group health plan (as an employee or otherwise) which contains no limitation or exclusion with respect to any pre-existing condition of the qualified beneficiary other than a pre-existing condition exclusion or limitation which they satisfy under the Health Insurance Portability and Accountability Act of 1996, as first constituted or later amended;
  - The date the Subscriber and/or the Subscriber's eligible dependent become eligible for Medicare.

**THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES RELATIVE TO THE PROVISION OF CONTINUATION COVERAGE UNDER MINI-COBRA ARE LIMITED TO THOSE SET FORTH IN THIS SUBSECTION.**

**THE CLAIMS ADMINISTRATOR IS NOT THE BENEFITS ADMINISTRATOR OR PLAN ADMINISTRATOR UNDER THIS PROGRAM OR FOR PURPOSES OF ERISA OR ANY OTHER FEDERAL OR STATE LAW. IN THE ABSENCE OF THE DESIGNATION OF ANOTHER PARTY AS BENEFITS ADMINISTRATOR OR PLAN ADMINISTRATOR, THE BENEFITS ADMINISTRATOR OR PLAN ADMINISTRATOR SHALL BE THE GROUP.**

**Conversion**

If a Member or their Dependents become ineligible for coverage through their Group Program, they may apply for continuation of coverage in an appropriate non-group program. The Member must reside in Keystone's five county area in order to be eligible for the non-group HMO program. The five county area includes: Bucks, Chester, Delaware, Montgomery and Philadelphia counties. If the Member does not live in Keystone's five county area, enrollment in the HMO non-group program is provided to the Member and their Dependents for 90 days from the date the Member's Group coverage ends. After this time period, the Member and their Dependents will have to convert to another plan. The Member and their Dependents may convert to the local Blue Cross®/Blue Shield® plan for the area in which they live.

A Member's application for this conversion coverage must be made to the Claims Administrator within 30 days of when the Member becomes ineligible for Group coverage. The benefits provided under the available non-group program may not be identical to the benefits under their Group Claims Administrator.

The conversion privilege is available to Members and:

- Their surviving Dependents, in the event of the Member's death;

- Their spouse, in the event of divorce; or
- Their child who has reached the Limiting Age for Dependents.

The Dependent must reside in the Keystone's five county area in order to be eligible for the non-group HMO program.

This conversion privilege is not available if the Member is terminated by the Claims Administrator for cause (such as deliberate misuse of an ID Card, significant misrepresentation of information that is given to the Claims Administrator or a Provider, or fraud).

If the Member needs more information regarding their conversion privilege, call Customer Services at the telephone number shown on their ID Card.

Should the Member choose continued coverage under COBRA (see above), they become eligible to convert to an individual, non-group plan at the end of the Member's COBRA coverage.

## A SUMMARY OF THE PROGRAM 'S FEATURES

### Required Disclosure Of Information

State law requires that the Health Benefit Plan make the following information available to the Member when they make a request in writing to the Claims Administrator.

- A list of the names, business addresses and official positions of the membership of the Board of Directors or Officers of the Claims Administrator.
- The procedures adopted to protect the confidentiality of medical records and other Subscriber information.
- A description of the credentialing process for health care Providers.
- A list of the participating health care Providers affiliated with participating Hospitals.
- Whether a specifically identified drug is included or excluded from coverage.
- A description of the process by which a health care Provider can Prescribe any of the following when either:
  - The Drug Formulary's equivalent has been ineffective in the treatment of the Subscriber's disease; or
  - The drug causes or is reasonably expected to cause adverse or harmful reactions to the Subscriber.
    - Specific drugs;
    - Drugs used for an off-label purpose; and
    - Biologicals and medications not included in the Drug Formulary for Prescription Drugs or biologicals.
- A description of the procedures followed by the Claims Administrator to make decisions about the experimental nature of individual drugs, medical devices or treatments.
- A summary of the methodologies used by the Claims Administrator to reimburse for health care services. (This does not mean that the Claims Administrator is required to disclose individual contracts or the specific details of financial arrangements we have with health care Providers.)
- A description of the procedures used in the Claims Administrator's quality assurance program.

### Confidentiality And Disclosure Of Medical Information

The Health Benefit Plan's privacy practices, as they apply to Members enrolled in this Program, as well as a description of Members' rights to access their personal health information which may be maintained by the Claims Administrator, are set forth in the Claims Administrator's HIPAA Notice of Privacy Practices (the "Notice"). The Notice is sent to each new Member upon initial enrollment in this Program, and, subsequently, to all Members if and when the Notice is revised.

By enrolling in this Program, Members give consent to the Claims Administrator to receive, use, maintain, and/or release their medical records, claims-related information, health and related information for the purposes identified in the Notice to the extent permitted by applicable law. However, in certain circumstances, which are more fully described in the Notice, a specific Member Authorization may be required prior to the Claims Administrator's use or disclosure of Members' personal health information. Members should consult the Notice for detailed information regarding their privacy rights.

**Member Id Card**
Listed below are some important things to do and to remember about the Member's ID Card:

- Check the information on the Member's ID Card for completeness and accuracy.
- Check that the Member received one ID Card for each enrolled family member.
- Check that the name of the Primary Care Physician (or office) the Member selected is shown on the Member's ID Card. Also, please check the ID Card for each family member to be sure the information on it is accurate.
- Call Customer Service if the Member finds an error or loses their ID Card.
- Carry the Member ID Card at all times. The Member must present their ID Card whenever they receive Medical Care.

On the reverse side of the ID Card, the Member will find information about medical services, especially useful in Emergencies. There is even a toll-free number for use by Hospitals if the Member has questions about their coverage.

**PROGRAM DESIGN FEATURES**

This Program is different from traditional health insurance coverage. In addition to covering health care services, access is provided to Member's Medical Care through their Primary Care Physician.

**All medical treatment begins with the Member's Primary Care Physician.** (Under certain circumstances, continuing care by a Non-Participating Provider will be treated in the same way as if the Provider were a Participating Provider. See ***Continuity of Care*** appearing later in the Benefit Booklet.)

Because the Member's Primary Care Physician is the key to using this Program, it is important to remember the following:

- **The Member should always call their Primary Care Physician first**, before receiving Medical Care, except for conditions requiring Emergency Services. Please schedule routine visits well in advance.

- **When the Member needs Specialist Services** their Primary Care Physician will give the Member an electronic Referral for specific care or will obtain a Preapproval from the Claims Administrator when required. A Standing Referral may be available to the Member if they have a life-threatening, degenerative or disabling disease or condition.

  Members may visit any participating obstetrical/gynecological Specialist without a Referral. This is true whether the visit is for preventive care, routine obstetrical/gynecological care or problem-related obstetrical/gynecological conditions. The Member's Primary Care Physician must obtain a Preapproval for Specialist Services provided by Non-Participating Providers.

- **The Member's Primary Care Physician is required to select a Designated Provider for certain Specialist Services**. Their Primary Care Physician will submit an electronic Referral to their Designated Provider for these outpatient Specialist Services:
  - Physical and Occupational Therapy;
  - Diagnostic Services for Members age five and older;
  - Laboratory and Pathology tests.

  Designated Providers usually receive a set dollar amount per Member per month (capitation) for their services based on the Primary Care Physicians that have selected them.

  Outpatient services are ***not covered*** when performed by any Provider other than the Member's Primary Care Physician's Designated Provider.

  Before selecting their Primary Care Physician, the Member may want to speak to the Primary Care Physician regarding their Designated Providers.

- **The Member's Primary Care Physician provides coverage 24 hours a day, 7 days a week.**

- **All continuing care as a result of Emergency Services** must be provided or Referred by the Member's Primary Care Physician or coordinated through Customer Service.

  **Some services must be authorized by the Member's Primary Care Physician or Referred Specialist or Preapproved by the** Claims Administrator. The Member's Primary Care Physician or Referred Specialist works with the Claims Administrator's Care Management and Coordination team during the Preapproval process. Services in this category include, but are not limited to: hospitalization; certain outpatient services; Skilled Nursing Facility services; and home health care. To access a complete list of services that require Preapproval, log onto www.amerihealth.com/preapproval, or the Member can call Customer Service at the phone number shown on their ID Card to have the list mailed to them. A Member has the right to appeal any decisions through the ***Appeal of an Administrative Denial and Medical Necessity Appeal Processes*** described later in this Benefit Booklet. Instructions for the appeal will be described in the denial notifications. In certain circumstances the requirement for Preapproval may be altered or waived at the discretion of the Claims Administrator. The Claims Administrator may retrospectively review these services.

- **All services must be received from Participating Providers** unless Preapproved by the Claims Administrator, or except in cases requiring Emergency Services or Urgent Care while outside the Service Area.

  See Access To Primary, Specialist, And Hospital Care in this section for procedures for obtaining Preapproval for use of a Non-Participating Provider. Use the Provider Directory to find out more about the individual Providers, including Hospitals and Primary Care Physicians and Referred Specialists and their affiliated Hospitals. It includes a foreign language index to help the Member locate a Provider who is fluent in a particular language. The directory also lists whether the Provider is accepting new patients.

- **To change the Member's Primary Care Physician**, call Customer Service at the telephone number shown on their ID Card.

- **Medical Technology Assessment is performed by the** Claims Administrator. Technology assessment is the review and evaluation of available clinical and scientific information from

expert sources. These sources include and are not limited to articles published by governmental agencies, national peer review journals, national experts, clinical trials, and manufacturer's literature. The Claims Administrator uses the technology assessment process to assure that new drugs, procedures or devices are safe and effective before approving them as a Covered Service. When new technology becomes available or at the request of a practitioner or Member, the Claims Administrator researches all scientific information available from these expert sources. Following this analysis, the Claims Administrator makes a decision about when a new drug, procedure or device has been proven to be safe and effective and uses this information to determine when an item becomes a Covered Service. A Member or their Provider should contact the Claims Administrator to determine whether a proposed treatment is considered "emerging technology" and whether the provider is considered an eligible provider to perform the "emerging technology" Covered Service. The Claims Administrator maintains the discretion to limit eligible Providers for certain "emerging technology" Covered Services.

- **Prescription Drugs are covered under this Program**. Under this Program Prescription Drugs, including medications and biologicals, are Covered Services or Supplies when ordered during the Member's Inpatient Hospital stay. In addition, if the Member does not have Prescription Drug coverage under this Program the Claims Administrator will provide coverage for insulin and oral agents, as well as Prescription Drugs used in the treatment of Autism Spectrum Disorders, when the Member is not an Inpatient.

  Groups may choose to provide additional Prescription Drug coverage for Prescription Drugs for use when a Member is not an Inpatient. The benefits and cost sharing will vary depending upon the program chosen. That coverage may also include a Drug Formulary. If so, the Member will be given a copy of the Drug Formulary, and the coverage may exclude, or require the Member to pay higher Copayments for certain Prescription Drugs. To obtain a copy of the Drug Formulary, the Member should call Customer Service at the phone number shown on their ID Card.

  Prescription Drug benefits do not cover over-the-counter drugs except insulin.

  Additionally, Prescription Drug benefits are subject to quantity level limits as conveyed by the Food and Drug Administration ("FDA") or the Claims Administrator's Pharmacy and Therapeutics Committee.

  The Claims Administrator, for all Prescription Drug benefits, requires prior authorization of a small number of drugs approved by the FDA for use in specific medical conditions. Where prior authorization or quantity limits are imposed, the Member's Physician may request an exception for coverage by providing documentation of Medical Necessity. The Member may obtain information about how to request an exception by calling Customer Service at the phone number on their ID Card.

  The Member, or their Physician acting on their behalf, may appeal any denial of benefits or application of higher cost sharing through the ***Appeal of an Administrative Denial and Medical Necessity Appeal Processes*** described later in this Benefit Booklet.

**Disease Management And Decision Support**

Disease Management and Decision Support programs help Members to be effective partners in their health care by providing information and support to Members with certain chronic conditions as well as those with everyday health concerns. Disease Management is a systematic, population-based approach that involves identifying Members with certain chronic diseases, intervening with specific information or support to follow PCP's and Participating Professional

Provider's treatment plan, and measuring clinical and other outcomes. Decision Support involves identifying Members who may be facing certain treatment option decisions and offering them information to assist in informed, collaborative decisions with their PCP's and Participating Professional Provider's. Decision Support also includes the availability of general health information, personal health coaching, PCP's and Participating Professional Provider's information, or other programs to assist in health care decisions.

Disease Management interventions are designed to help Members manage their chronic condition in partnership with their PCP's and Participating Professional Provider's. Disease Management programs, when successful, can help such Members avoid long term complications, as well as relapses that would otherwise result in Hospital or Emergency room care. Disease Management programs also include outreach to Members to obtain needed preventive services, or other services recommended for chronic conditions. Information and support may occur in the form of telephonic health coaching, print, audio library or videotape, or Internet formats.

The Claims Administrator will utilize medical information such as claims data to operate the Disease Management or Decision Support program, to identify Members with chronic disease for example, to predict which Members would most likely benefit from these services, and to communicate results to Member's treating PCP's and Participating Professional Provider's. The Claims Administrator will decide what chronic conditions are included in the Disease Management or Decision Support program.

Participation by a Member in Disease Management or Decision Support programs is voluntary. A Member may continue in the Disease Management or Decision Support program until any of the following occurs:

- The Member notifies the Claims Administrator that they decline participation; or
- The Claims Administrator determines that the program, or aspects of the program, will not continue;
- The Member's Employer decides not to offer the programs.

**Discretionary Authority**

The Claims Administrator retains discretionary authority to interpret this Program and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Claims Administrator determines in its discretion that the Member is entitled to them.

## ACCESS TO PRIMARY, SPECIALIST, AND HOSPITAL CARE

**Direct Access To Certain Care**

A Member does not need a Referral from their Primary Care Physician for the following Covered Services:

- Emergency Services;
- Care from a participating obstetrical/gynecological Specialist;
- Mammograms;
- Mental Health Care, Serious Mental Illness Health Care and Alcohol Or Drug Abuse And Dependency; Inpatient Hospital Services that require Preapproval. This does not include a maternity Inpatient Admission;
- Dialysis services performed in a Participating Facility Provider or by a Participating Professional Provider;
- Nutrition Counseling; and
- Diabetic Education Program.

**How To Obtain A Specialist Referral**

**The Member should always consult their Primary Care Physician first when they need Medical Care.**
If the Member's Primary Care Physician refers them to a Referred Specialist or facility just follow these steps:

- The Member's Primary Care Physician will submit an electronic Referral indicating the services authorized.
- The Member's Referral is valid for 90 days from issue date as long as they are a Member.
- This form is sent electronically to the Referred Specialist or facility before the services are performed. Only services authorized on the Referral form will be covered.
- Any additional Medically Necessary treatment recommended by the Referred Specialist beyond the 90 days from the date of issue of the initial Referral will require another electronic Referral from the Member's Primary Care Physician.
- The Member must be enrolled at the time they receive services from a Referred Specialist or Non-Participating Provider in order for services to be covered.

See the ***Preapproval for Non-Participating Providers*** section of the Benefit Booklet for information regarding services provided by Non-Participating Providers.

**How To Obtain A Standing Referral**
If the Member has a life-threatening, degenerative or disabling disease or condition, they may receive a Standing Referral to a Participating Professional Provider to treat that disease or condition. The Referred Specialist will have clinical expertise in treating the disease or condition. A Standing Referral is granted upon review of a treatment plan by the Claims Administrator and in consultation with the Member's Primary Care Physician.
Follow these steps to initiate a Standing Referral request.

- Call Customer Service at the telephone number shown on the Member's ID Card. (Or, the Member may ask their Primary Care Physician to call Provider Services or Care Management and Coordination to obtain a "Standing Referral Request" form.)
- A "Standing Referral Request" form will be mailed or faxed to the requestor.
- The Member must complete a part of the form and their Primary Care Physician will complete the clinical part. The Member's Primary Care Physician will then send the form to Care Management and Coordination.
- Care Management and Coordination will either approve or deny the request for the Standing Referral. The Member, their Primary Care Physician and the Referred Specialist will receive notice of the approval or denial in writing. The notice will include the time period for the Standing Referral.

If the Standing Referral is Approved
If the request for the Standing Referral to a Referred Specialist is approved, the Referred Specialist, the Member, and the Primary Care Physician will be informed in writing by Care Management and Coordination. The Referred Specialist must agree to abide by all the terms and conditions that the Claims Administrator has established with regard to Standing Referrals. This includes, but is not limited to, the need for the Referred Specialist to keep the Member's Primary Care Physician informed of their condition. When the Standing Referral expires, the Member or their Primary Care Physician will need to contact Care Management and Coordination and follow the steps outlined above to see if another Standing Referral will be approved.

If the Standing Referral is Denied
If the request for a Standing Referral is denied, the Member and their Primary Care Physician will be informed in writing. The Member will be given information on how to file a formal appeal, if they so desire.

**Designating A Referred Specialist As A Member's Primary Care Physician**
If the Member has a life-threatening, degenerative or disabling disease or condition, they may have a Referred Specialist named to provide and coordinate both their primary and specialty care. The Referred Specialist will be a Physician with clinical expertise in treating their disease or condition. It is required that the Referred Specialist agrees to meet the Program's requirements to function as a Primary Care Physician.

Follow these steps to initiate a request for a Member's Referred Specialist to be their Primary Care Physician.

- Call Customer Service at the telephone number shown on the Member's ID Card. (Or, the Member may ask their Primary Care Physician to call Provider Services or Care Management and Coordination to initiate the request.).
- A "Request for Specialist to Coordinate All Care" form will be mailed or faxed to the requestor.
- The Member must complete a part of the form and their Primary Care Physician will complete the clinical part. The Member's Primary Care Physician will then send the form to Care Management and Coordination.
- The Medical Director will speak directly with the Member's Primary Care Physician and the selected Referred Specialist to apprise all parties of the primary services that the Referred Specialist must be able to provide in order to be designated as a Member's Primary Care Physician. If Care Management and Coordination approves the request, it will be sent to the Provider Service area. That area will confirm that the Referred Specialist meets the same credentialing standards that apply to Primary Care Physicians. (At the same time, the Member will be given a Standing Referral to see the Referred Specialist.).

<u>If the Referred Specialist as Primary Care Physician Request is Approved</u>
If the request for the Referred Specialist to be the Member's Primary Care Physician is approved, the Referred Specialist, the Member's Primary Care Physician and the Member will be informed in writing by Care Management and Coordination.

<u>If the Referred Specialist as Primary Care Physician Request is Denied</u>
If the request to have a Referred Specialist designated to provide and coordinate the Member's primary and specialty care is denied, the Member and their Primary Care Physician will be informed in writing. The Member will be given information on how to file a formal appeal, if they so desire.

**Changing A Member's Primary Care Physician**
If a Member wishes to transfer to a different Primary Care Physician, a request can be made at any time, by:

- submitting in writing, or calling the telephone number shown on the back of the Member ID Card, to the HMO's Customer Service Department, or
- logging into the website at www.amerihealthexpress.com and selecting Account Settings and Member Information.

The change will become effective on the earlier of:

- 14 days after the request is received (includes weekends), or
- the first day of the upcoming month.

**Exceptions**: However, changes will take effect on the first of the current month:

- when the Member did not make a PCP selection at the time of enrollment, or
- if the Member's PCP is no longer a Participating Provider.

If the participating status of the Member's Primary Care Physician changes, the Member

will be notified in order to select another Primary Care Physician.

The Member must remember to have their medical records transferred to their new Primary Care Physician.

**Changing A Member's Referred Specialist**
The Member may change the Referred Specialist to whom they have been referred by their Primary Care Physician or for whom the Member has a Standing Referral. To do so, the Member asks their Primary Care Physician to recommend another Referred Specialist before services are performed. Or, the Member may call Customer Service at the telephone number shown on their ID Card. Remember, only services authorized on the Referral form will be covered.

If the participating status of a Referred Specialist the Member regularly visit changes, they will be notified to select another Referred Specialist.

**Continuity Of Care**
The Member has the option, if their Physician agrees to be bound by certain terms and conditions as required by the Claims Administrator, of continuing an ongoing course of treatment with that Physician. This continuation of care shall be offered through the current period of active treatment for an acute condition or through the acute phase of a chronic condition or for up to 90 calendar days from the notice that the status of the Member's Physician has changed or the Member's Effective Date of Coverage when:

- The Member's Physician is no longer a Participating Provider because the Claims Administrator terminates its contract with that Physician, for reasons other than cause; or
- The Member first enrolls in this Program and is in an ongoing course of treatment with a Non-Participating Provider.

If the Member is in their second or third trimester of pregnancy at the time of their enrollment or termination of a Participating Provider’s contract, the continuity of care with that Physician will extend through post-partum care related to the delivery.

The Member should follow these steps to initiate their continuity of care:

- Call Customer Service at the number on the Member's ID Card and ask for a "Request for Continuation of Treatment" form.
- The "Request for Continuation of Treatment" form will be mailed or faxed to the Member.
- The Member must complete the form and send it to Care Management and Coordination at the address that appears on the form.

If the Member's Physician agrees to continue to provide their ongoing care, the Physician must also agree to be bound by the same terms and conditions as apply to Participating Providers.

The Member will be notified when the participating status of their Primary Care Physician changes so that they can select another Primary Care Physician.

**Preapproval For Non-Participating Providers**
The Claims Administrator may approve payment for Covered Services provided by a Non-Participating Provider if the Member has:

- First sought and received care from a Participating Provider in the same American Board of Medical Specialties (ABMS) recognized specialty as the Non-Participating Provider that the Member has requested. (The Member's Primary Care Physician is required to obtain Preapproval from the Claims Administrator for services provided by a Non-Participating Provider.);
- Been advised by the Participating Provider that there are no Participating Providers that can

provide the requested Covered Services; and
- Obtained authorization from the Claims Administrator prior to receiving care. The Claims Administrator reserves the right to make the final determination whether there is a Participating Provider that can provide the Covered Services.

If the Claims Administrator approves the use of a Non-Participating Provider, the Member will not be responsible for the difference between the Provider's billed charges and the Claims Administrator's payment to the Provider but the Member will be responsible for applicable cost-sharing amounts. If the Member receives any bills from the Provider, they need to contact Customer Service at the telephone number on their ID card. When the Member notifies the Claims Administrator about these bills, the Claims Administrator will resolve the balance billing.

**Hospital Admissions**
- If the Member needs hospitalization or outpatient Surgery, the Member's Primary Care Physician or Referred Specialist will arrange admission to the Hospital or outpatient surgical facility on their behalf.
- The Member's Primary Care Physician or Referred Specialist will coordinate the Preapproval for their outpatient Surgery or Inpatient admission with the Claims Administrator, and the Claims Administrator will assign a Preapproval number. Preapproval is not required for a maternity Inpatient Admission.
- The Member does not need to receive an electronic Referral from their Primary Care Physician for Inpatient Hospital Services that require Preapproval.

Upon receipt of information from the Member's Primary Care Physician or Referred Specialist, Care Management and Coordination will evaluate the request for hospitalization or outpatient Surgery based on clinical criteria guidelines. Should the request be denied after review by a Claims Administrator Medical Director, the Member, their Primary Care Physician or their Referred Specialist has a right to appeal this decision through the Medical Necessity Appeal process.

During an Inpatient hospitalization, Care Management and Coordination is monitoring the Member's Hospital stay to assure that a plan for their discharge is in place. This is to make sure that the Member has a smooth transition from the Hospital to home, or to another setting such as a Skilled Nursing or Rehabilitation Facility. A Claims Administrator Case Manager will work closely with the Member's Primary Care Physician or Referred Specialist to help with their discharge and if necessary, arrange for other medical services.

Should the Member's Primary Care Physician or Referred Specialist agree with the Claims Administrator that Inpatient hospitalization services are no longer required, the Member will be notified in writing of this decision. Should the Member decide to remain hospitalized after this notification, the Hospital has the right to bill the Member after the date of the notification. The Member may appeal this decision through the Medical Necessity Appeal process.

**Recommended Plan Of Treatment**
The Member agrees, when enrolling in this Program, to receive care according to the recommendations of their Primary Care Physician or Referred Specialist. The Member has the right to give their informed consent before the start of any procedure or treatment. The Member also has the right to refuse any drugs, treatment or other procedure offered to them by providers in the Claims Administrator's network, and to be informed by their Physician of the medical consequences of their refusal of any drugs, treatment, or procedure.

The Claims Administrator and the Member's Primary Care Physician will make every effort to arrange a professionally acceptable alternative treatment. However, if the Member still refuses

the recommended Plan of Treatment, the Health Benefit Plan will not be responsible for the costs of further treatment for that condition and the Member will be so notified. The Member may use the Medical Necessity Appeal process to have their case reviewed, if they so desire.

**Special Circumstances**
In the event that Special Circumstances result in a severe impact to the availability of Providers and services, to the procedures required for obtaining benefits for Covered Services under this Program described in this Benefit Booklet (For example, obtaining Referrals, use of Participating Providers), or to the administration of this Program by the Claims Administrator, the Claims Administrator may, on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period of time as is required by the Special Circumstances as defined below.

The Claims Administrator shall make a good faith effort to arrange for an alternative method of providing coverage. In such event, the Claims Administrator shall provide access to Covered Services in so far as practical, and according to its best judgment. Neither the Claims Administrator nor Providers in the Claims Administrator's network shall incur liability or obligation for delay, or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances, as recognized in the community and by the Claims Administrator and appropriate regulatory authority, are extraordinary circumstances not within the control of the Claims Administrator, including but not limited to:

- A major disaster;
- An epidemic;
- A pandemic;
- Riot;
- Civil insurrection;
- Public health emergency; or
- The complete or partial destruction of facilities

**Member Liability**
Except when certain cost sharing is specified in this Benefit Booklet or on the ***Schedule of Covered Services***, the Member is not liable for any charges for Covered Services when these services have been provided or Referred by their Primary Care Physician and they are eligible for such benefits on the date of service.

**Right To Recover Payments Made In Error**
If the Claims Administrator should provide coverage for any contractually excluded services through inadvertence or error, the Claims Administrator maintains the right to seek recovery of such payment from the Provider or Member to whom such payment was made.

**INFORMATION ABOUT PROVIDER REIMBURSEMENT**

The Claims Administrator reimbursement programs for health care providers are intended to encourage the provision of quality, cost-effective care for our Members. Set forth below is a general description of the Claims Administrator reimbursement programs, by type of participating health care provider. These programs vary by state.

Please note that these programs may change from time to time, and the arrangements with particular providers may be modified as new contracts are negotiated. If after reading this material the Member has any questions about how their health care provider is compensated, please speak with them directly or contact Customer Service.

**Professional Providers**

Primary Care Physicians: Most Primary Care Physicians (PCPs) are paid in advance for their services, receiving a set dollar amount per Member, per month for each Member selecting that PCP. This is called a capitation payment and it covers most of the care delivered by the PCP. Covered Services not included under capitation are paid fee-for-service according to the Claims Administrator fee schedule. Many Pennsylvania based PCPs are also eligible to receive additional payments for meeting certain medical quality, patient service and other performance standards. In Pennsylvania, the PCP Quality Incentive Payment System (QIPS) includes incentives for practices that have extended hours and submit encounter and referral data electronically, as well as an incentive that is based on the extent to which a PCP prescribes generic drugs (when available) relative to similar PCPs. In addition, the Practice Quality Assessment Score focuses on preventive care and other established clinical interventions.

Referred Specialists: Most Referred Specialists are paid on a fee-for-service basis, meaning that payment is made according to the Claims Administrator's fee schedule for the specific medical services that the Referred Specialist performs.

Obstetricians are paid global fees that cover most of their professional services for prenatal care and for delivery.

Designated Providers: For a few specialty services, PCPs are required to select a Designated Provider to which they refer all of the Claims Administrator's patients for those services. The Specialist services for which PCPs must select a Designated Provider vary by state and could include, but are not limited to, radiology and Physical Therapy. Designated Providers usually are paid a set dollar amount per Member per month (capitation) for their services based on the PCPs that have selected them. Before selecting a PCP, Members may want to speak to the PCP regarding the Designated Provider that PCP has chosen.

Hospital-Based Provider: When the Member receives Covered Services from a Hospital-Based Provider while they are an Inpatient at a Participating Hospital or other Participating Facility Provider and are being treated by a Participating Professional Provider, the Member may receive Covered Services provided by a Non-Participating Hospital-Based Provider. For such Covered Services, the Health Benefit Plan will reimburse the Non-Participating Hospital-Based Provider based upon the methodology established by the Consolidated Appropriations Act (CAA). The Member is protected from surprise billing, cannot be balanced billed, and will be subject to the in-network cost-sharing levels by the Non-Participating Hospital-Based Provider, and the Non-Participating Hospital-Based Provider cannot ask the Member to give up their protections not to be balanced billed.

If the Member receives other services at a Participating Hospital or other Participating Facility Provider, Non-Participating Providers cannot balance bill the Member, unless the Member gives written consent and gives up the protections not to be balanced billed.

**Air Ambulance Providers**: For air ambulance services provided by a Non-Participating Provider, if such air ambulance services would be covered if provided by a Participating Provider, the Member is protected from surprise billing or balance billing and will be subject to the in-network cost-sharing levels. The Health Benefit Plan will reimburse the Non-Participating Provider based upon the methodology established by the Consolidated Appropriations Act (CAA). In these situations, the Member cannot be balanced billed for the air ambulance services provided by a Non-Participating Provider.

**Emergency Care by Non-Participating Providers**: If the Health Benefit Plan determines that Covered Services provided by a Non-Participating Provider were for Emergency Care, the

Member is protected from surprise billing or balance billing and will be subject to the in-network cost-sharing levels.

If Emergency Care is provided by certain Non-Participating Providers (For example, ambulance services), in accordance with applicable law, the Health Benefit Plan will reimburse the Non-Participating Provider based upon the methodology established by the Consolidated Appropriations Act (CAA). In these situations, the Member cannot be balanced billed for the Emergency Services. This includes services the Member may receive after the Member is in stable condition, unless the Member gives written consent and gives up the protections not to be balanced billed for these post-stabilization services.

**Institutional Providers**

Hospitals: For most inpatient medical and surgical Covered Services, Hospitals are paid per diem rates, which are specific amounts paid for each day a Member is in the Hospital. These rates usually vary according to the intensity of services provided. Some Hospitals are also paid case rates, which are set dollar amounts paid for a complete Hospital stay related to a specific procedure or diagnosis, (For example, transplants).

For most outpatient and Emergency Covered Services and procedures, most Hospitals are paid specific rates based on the type of service performed. Hospitals may also be paid a global rate for certain outpatient Covered Services (For example, lab and radiology) that includes both the facility and Physician payment. For a few Covered Services, Hospitals are paid based on a percentage of billed charges. Most Hospitals are paid through a combination of the above payment mechanisms for various Covered Services.

Some Hospitals participate in a quality incentive program. The program provides increased reimbursement to these Hospitals when they meet specific quality and other criteria, including "Patient Safety Measures". Such patient safety measures are consistent with recommendations by The Leap Frog Group, Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the Agency for Health Care Research and Quality (AHRQ) and are designed to help reduce medical and medication errors. Other criteria are directed at improved patient outcomes and electronic submissions. This incentive program is expected to evolve over time.

Skilled Nursing Homes, Rehabilitation Hospitals, and other care facilities: Most Skilled Nursing Facilities and other special care facilities are paid per diem rates, which are specific amounts paid for each day a Member is in the facility. These amounts may vary according to the intensity of services provided.

Ambulatory Surgical Centers (ASCs)

Most ASCs are paid specific rates based on the type of service performed. For a few Covered Services, some ASCs are paid based on a percentage of billed charges.

**Integrated Delivery Systems:** In a few instances, we have global payment arrangements with integrated Hospital/Physician organizations called Integrated Delivery Systems (IDS). In these cases the IDS provides or arranges for some of the Hospital, Physician and ancillary Covered Services provided to some of our Members who select PCPs which are employed by or participate with the IDS. The IDS is paid a global fee to cover all such Covered Services, whether provided by the IDS or other Providers. These IDSs are therefore “at risk” for the cost of these Covered Services. Some of these IDSs may provide incentives to their IDS-affiliated Professional Providers for meeting certain quality, service or other performance standards.

Physician Group Practices and Physician Associations

Certain Physician group practices and independent Physician associations (IPAs) employ or contract with individual Physicians to provide medical Covered Services. These groups are paid

as outlined above. These groups may pay their affiliated Physicians a salary and/or provide incentives based on production, quality, service, or other performance standards. In Pennsylvania, we have entered into a joint venture with an IPA. This IPA is paid a global fee to cover the cost of all Covered Services, including Hospital, professional and ancillary Covered Services provided to Members who choose a PCP in this IPA. This IPA is therefore "at risk" for the cost of these Covered Services. This IPA provides incentives to its affiliated Physicians for meeting certain quality, service and performance standards.

Ancillary Service Providers

Some ancillary service providers, such as Durable Medical Equipment and Home Health Care Providers, are paid fee-for-service payments according to the Claims Administrator fee schedule for the specific medical services performed. Other ancillary service providers, such as those providing laboratory, dental or vision Covered Services, are paid a set dollar amount per Member per month (capitation). Capitated ancillary service vendors are responsible for paying their contracted providers and do so on a fee-for-service basis.

Mental Health/ Alcohol Or Drug Abuse And Dependency

A Mental Health/Alcohol Or Drug Abuse And Dependency ("behavioral health") management company administers most of the behavioral health benefits and provides a network of Participating Behavior Specialists. The behavioral health management company is paid a set dollar amount per Member per month (capitation) for each Member and is responsible for paying its contracted providers on a fee-for-service basis. The contract with the behavioral health management company includes performance-based payments related to quality, provider access, service, and other such parameters.

A subsidiary of Independence Blue Cross has a less than one percent ownership interest in this behavioral health management company.

## UTILIZATION REVIEW PROCESS AND CRITERIA

Utilization Review Process

Two conditions of this Program are that in order for a health care service to be covered or payable, the service must be:

- Eligible for coverage under this Program; and,
- Medically Necessary.

To assist the Claims Administrator in making coverage determinations for certain requested health care services, the Claims Administrator uses established Claims Administrator medical policies and medical guidelines based on clinically credible evidence to determine the Medical Necessity of the requested services. The appropriateness of the requested setting in which the services are to be performed is part of this assessment. The process of determining the Medical Necessity of requested health care services for coverage determinations based on the benefits available under a Member's benefit plan is called utilization review.

It is not practical to verify Medical Necessity on all procedures on all occasions, therefore certain procedures may be determined by the Claims Administrator to be Medically Necessary and automatically approved based on the accepted Medical Necessity of the procedure itself, the diagnosis reported or an agreement with the performing Provider. An example of such automatically approved services is an established list of services received in an emergency room which have been approved by the Claims Administrator based on the procedure meeting Emergency criteria and the severity of diagnosis reported (For example, rule out myocardial infarction, or major trauma). Other requested services, such as certain elective Inpatient or Outpatient procedures may be reviewed on a procedure specific or setting basis.

Utilization review generally includes several components which are based on when the review is performed. When the review is required before a service is performed (pre-service review) it is called Precertification (applicable when the Member's benefit plan provides benefits for services performed without the required Referral or by Non-Participating Providers (That is, point-of-service coverage) or Preapproval. Reviews occurring during a Hospital stay are called concurrent reviews. Those reviews occurring after services have been performed (post-service reviews) are called retrospective reviews. The Claims Administrator follows applicable state and federally required standards for the timeframes in which such reviews are to be performed.

Generally, where a requested service is not automatically approved and must undergo Medical Necessity review, nurses perform the initial case review and evaluation for plan coverage approval using the Claims Administrator medical policies, established guidelines and evidence-based clinical criteria and protocols; however only a Medical Director may deny coverage for a procedure based on Medical Necessity. The evidence-based clinical protocols evaluate the Medical Necessity of specific procedures and the majority is computer-based. Information provided in support of the request is entered into the computer-based system and evaluated against the clinical protocols. Nurses apply applicable benefit plan policies and procedures, taking into consideration the individual Member's condition and applying sound professional judgment. When the clinical criteria are not met, the given service request is referred to a Medical Director for further review for approval or denial. Independent medical consultants may also be engaged to provide clinical review of specific cases or for specific conditions. Should a procedure be denied for coverage based on lack of Medical Necessity a letter is sent to the requesting Provider and Member in accordance with applicable law.

The Claims Administrator utilization review program encourages peer dialogue regarding coverage decisions based on Medical Necessity by providing Physicians with direct access to plan Medical Directors to discuss coverage of a case. The nurses, Medical Directors, other Professional Providers, and independent medical consultants who perform utilization review services are not compensated or given incentives based on their coverage review decisions. Medical Directors and nurses are salaried, and contracted external Physician and other professional consultants are compensated on a per case reviewed basis, regardless of the coverage determination. The Claims Administrator does not specifically reward or provide financial incentives to individuals performing utilization review services for issuing denials of coverage. There are no financial incentives for such individuals which would encourage utilization review decisions that result in underutilization.

**Precertification or Preapproval**
When required and applicable, Precertification or Preapproval evaluates the Medical Necessity, including the appropriateness of the setting, of proposed services for coverage under the Member's benefit plan. Examples of these services include certain planned or elective Inpatient Admissions and selected outpatient procedures according to the Member's benefit plan. Where required by the Member's benefit plan, Preapproval is initiated by the Provider and Precertification is initiated by the Member.

Where Precertification or Preapproval is required, coverage of the proposed procedure is contingent upon the review being completed and receipt of the approval certification. Coverage penalties may be applied when Precertification is required for a procedure but is not obtained. If the Primary Care Physician or Referred Specialist fails to obtain Preapproval when required, and provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment.

While the majority of services requiring Precertification or Preapproval are reviewed for medical

appropriateness of the requested procedure setting (For example, inpatient, Short Procedure Unit, or Outpatient setting), other elements of the Medical Necessity of the procedure may not always be evaluated and may be automatically approved based on the procedure or diagnosis for which the procedure is requested or an agreement with the performing Provider. Precertification or Preapproval is not required for Emergency services and is not performed where an agreement with the Participating Provider does not require such review.

The following are general examples of current Precertification or Preapproval requirements under benefit plans; however these requirements vary by benefit plan and state and are subject to change:

- Hysterectomy;
- Nasal Surgery procedures;
- Bariatric Surgery; and
- Potentially cosmetic or Experimental/Investigative Services.

**Concurrent Review**

Concurrent review may be performed while services are being performed. This may occur during an Inpatient Admission and typically evaluates the expected and current length of stay to determine if continued hospitalization is Medically Necessary. When performed, the review assesses the level of care provided to the Member and coordinates discharge planning. Concurrent review continues until the patient is discharged. Not all inpatient stays are reviewed concurrently. Concurrent review is generally not performed where an Inpatient facility is paid based on a per case or diagnosis-related basis, or where an agreement with the facility does not require such review.

**Retrospective Review**

Retrospective review occurs after services have been provided. This may be for a variety of reasons, including the Claims Administrator not being notified of a Member's Inpatient Admission until after discharge or where medical charts are unavailable at the time of a required concurrent review. Certain services are only reviewed on a retrospective basis.

**Prenotification**

In addition to the standard utilization reviews outlined above, the Claims Administrator also may determine coverage of certain procedures and other benefits available to Members through Prenotification, as required by the Members' benefit plan, and discharge planning. Prenotification is advance notification to the Claims Administrator of an Inpatient Admission or Outpatient service where no Medical Necessity review (Precertification or Preapproval) is required, such as maternity admissions/deliveries. Prenotification is primarily used to identify Members for concurrent review needs, to ascertain discharge planning needs proactively, and to identify who may benefit from Case Management programs.

**Discharge Planning**

Discharge planning is performed during an Inpatient Admission and is used to identify and coordinate a Member's needs and benefit plan coverage following the Inpatient Admission, such as covered home care, ambulance transport, acute rehabilitation, or Skilled Nursing Facility placement. Discharge planning involves the Claims Administrator authorization of post-Hospital Covered Services and identifying and referring Members to Disease Management or Case Management benefits.

**Selective Medical Review**

In addition to the foregoing requirements, the Claims Administrator reserves the right, under its utilization and quality management programs, to perform a medical review prior to, during or following the performance of certain Covered Services ("selective medical review") that are

otherwise not subject to review as described above. In addition, the Claims Administrator reserves the right to waive medical review for certain Covered Services for certain Providers, if the Claims Administrator determines that those Providers have an established record of meeting the utilization and/or quality management standards for those Covered Services. Regardless of the outcome of the Claims Administrator selective medical review, there are no coverage penalties applied to the Member.

**CLINICAL CRITERIA, GUIDELINES AND RESOURCES**

The following guidelines, clinical criteria and other resources are used to help make Medical Necessity coverage decisions:

**Clinical Decision Support Criteria**
Clinical Decision Support criteria are an externally validated and computer-based system used to assist the Claims Administrator in determining Medical Necessity. These evidence-based, clinical Decision Support criteria are nationally recognized and validated. Using a model based on evaluating intensity of service and severity of illness, these criteria assist the Claims Administrator clinical staff in evaluating the Medical Necessity and appropriateness of coverage based on a Member's specific clinical needs. Clinical decision support criteria help promote consistency in the Claims Administrator determinations for similar medical issues and requests, and reduce practice variation among the Claims Administrator clinical staff to minimize subjective decision-making.

Clinical decision support criteria may be applied for Covered Services including, but not limited to the following:

- Some elective surgeries--settings for Inpatient and Outpatient procedures (For example, hysterectomy and sinus Surgery);
- Inpatient Hospital Services;
- Inpatient rehabilitation care;
- Home Health Care;
- Durable Medical Equipment (DME); and
- Skilled Nursing Facility Services.

**Centers for Medicare and Medicaid Services (CMS) Guidelines**
These are a set of guidelines adopted and published by CMS for coverage of services by Medicare and Medicaid for persons who are eligible and have health coverage through Medicare or Medicaid.

**The Claims Administrator's Medical Policies**
These are the Claims Administrator's internally developed set of policies which document the coverage and conditions for certain medical/surgical procedures and ancillary services.

The Claims Administrator's medical polices may be applied for Covered Services including, but not limited to the following:

- Ambulance;
- Infusion Therapy;
- Speech Therapy;
- Occupational Therapy;
- Durable Medical Equipment; and
- Review of potential cosmetic procedures

**The Claims Administrator's Internally Developed Guidelines**
These are a set of guidelines developed specifically by the Claims Administrator, as needed, with input by clinical experts based on accepted practice guidelines within the specific fields and reflecting the Claims Administrator's medical policies for benefit plan coverage.

## DELEGATION OF UTILIZATION REVIEW ACTIVITIES AND CRITERIA

The Claims Administrator delegates its utilization review process to its affiliate, Independence Healthcare Management, a state- licensed utilization review entity. In certain instances, the Claims Administrator has delegated certain utilization review activities, which may include Preapproval, Precertification, concurrent review, and Case Management, to integrated delivery systems and/or entities with an expertise in medical management of a certain membership population (such as, neonates/premature infants) or a type of benefit or service (such as behavioral health or radiology). In such instances, a formal delegation and oversight process is established in accordance with applicable law and nationally-recognized accreditation standards. In such cases, the delegate's utilization review criteria are generally used, with the Claims Administrator's approval.

### Utilization Review and Criteria for Behavioral Health Services

Utilization Review activities for behavioral health services (mental health and Alcohol Or Drug Abuse And Dependency services) have been delegated by the Claims Administrator to its contracted behavioral health management company which administers the behavioral health benefits for the majority of the Claims Administrator's Members.

## COORDINATION OF BENEFITS

If a Member or any of their Dependents have other group health insurance coverage which provides benefits for Hospital, medical, or other health expenses, the Member's benefit payments may be subject to Coordination of Benefits (COB). COB refers to the administration of health benefit coverage when a person is covered by more than one group plan. COB provisions:

- Determine which health plan will be the primary payor and which will be the secondary payor;
- Regulate benefit payments so that total payments by all insurers do not exceed total charges for Covered Services;
- Apply to all Member benefits, however, the Claims Administrator will provide access to Covered Services first and apply the applicable COB rules later;
- Allow the Claims Administrator to recover any expenses paid in excess of its obligation as a non-primary payor; and
- Apply to services for the treatment of injury resulting from the maintenance or use of a motor vehicle.

### Coordination of Benefits Administration

Determination will be made as to whether the Member is also entitled to receive benefits under any other group health care insurance plan or under any governmental program for which any periodic payment is made by or for the Member, with the exception of student accident plans, group hospital indemnity plans paying $100 per day or less and, if provided under the Member's Program, coverage for vision expenses. If so, the Claims Administrator shall determine whether the other insurer or government plan has primary responsibility for payment. In these cases, the payment under this Program may be reduced or eliminated. The Claims Administrator will provide access to Covered Services first and determine liability later.

If it is determined that this Program is the secondary plan, the Claims Administrator has the right to recover the expense already paid in excess of this Program's liability as the secondary plan. In such cases, only care provided or Referred by the Member's Primary Care Physician will be covered by this Program as secondary. The Member is required to furnish information and to take such other action as is necessary to assure the rights of the Claims Administrator. In determining whether this Program or another group health plan has primary liability the following will apply.

- If another plan under which an individual has coverage with does not have a COB provision, that plan will be primary and this Program will be secondary. In order for services to be covered by this Program as secondary, the Member's care must be provided or Referred by their Primary Care Physician.

- If the other plan does include a Coordination of Benefits or non-duplication provision:
  - The plan which covers an individual as a Subscriber (meaning not a dependent) will be primary. The plan which covers the individual as a dependent will be secondary;
  - If there is a court decree which establishes financial responsibility for the health care expenses of the dependent child, the plan which covers the child as a dependent of the parent with such financial responsibility will be the primary plan;
  - Where both plans cover a child as a dependent, the plan of the parent whose date of birth (excluding year) occurs earlier in the calendar year will be primary (the Birthday Rule). If both parents have the same birthday, the plan covering the parent longer will be primary. If the other plan does not include this provision, the provisions of that plan will determine the order of benefits.
  - If parents are separated or divorced, and no court decree applies, the benefits for the child will be determined as follows:
    - The plan of the parent with custody of the child will be primary;
    - The plan of the spouse of the parent with custody of the child will be secondary;
    - The plan of the parent not having custody of the child will be third;
    - In cases of joint custody, benefits will be determined by the Birthday Rule.
  - Where there is a court decree which establishes financial responsibility for the health care expenses of the child, the plan which covers the child as a dependent of the parent with such financial responsibility will be the primary plan.
    In cases of joint custody, benefits will be determined by the Birthday Rule as described in the second bulleted item above regarding the " Coordination of Benefits or non-duplication provision".
- The benefits of a plan covering the patient as a laid-off or retired employee or as the Dependent of a laid-off or retired employee shall be determined after the benefits of any other plan covering such person as an employee or dependent of such person. If the other plan does not have the rule regarding laid-off or retired employees, and if, as a result, the plans do not agree on the order of benefits, the rule will be ignored.
- Where the determination cannot be made in accordance with the preceding paragraphs, the plan which has covered the patient for the longer period of time will be the primary plan.
- Expenses for the treatment of injury arising out of the maintenance or use of a motor vehicle shall be eligible for coverage only to the extent that such benefits are in excess of, and not in duplication of, benefits paid or payable:
  - Under a plan or policy of motor vehicle insurance, provided that non-duplication as contained herein is not prohibited by law; or
  - Through a program or other arrangement of qualified or certified self-insurance.
- The Claims Administrator may release to or obtain from any person or organization any information about coverage, expenses and benefits, which may be necessary to determine whether this Program has the primary responsibility of payment. For the purpose of COB, if the Member receives services or supplies available under this Benefit Booklet but such is not provided by nor Referred by the Member’s Primary Care Physician payment will not be made by this Program except as provided under this Benefit Booklet.
- Services provided under any governmental program for which any periodic payment is made by or for the Subscriber shall always be the primary plan, except where prohibited by law.

This provision does not apply to an individual health care plan issued to or in the name of the Member.

## SUBROGATION AND REIMBURSEMENT RIGHTS

The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:

- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Health Benefit Plan reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Health Benefit Plan to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Health Benefit Plan has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Health Benefit Plan or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**
  Subrogation rights arise when the Health Benefit Plan pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Health Benefit Plan is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Health Benefit Plan "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Health Benefit Plan has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  **Reimbursement Rights**
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Health Benefit Plan for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The Health Benefit Plan has a right to full reimbursement.

**Lien**
By accepting benefits for Covered Services from the Health Benefit Plan, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Health Benefit Plan the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Health Benefit Plan has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Health Benefit Plan is reimbursed in full.

**Constructive Trust**
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Health Benefit Plan has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Health Benefit Plan to the full extent that the Health Benefit Plan has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Health Benefit Plan.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Health Benefit Plan is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Health Benefit Plan will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Health Benefit Plan will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Health Benefit Plan agrees to do so in writing. The recovery rights of the Health Benefit Plan will not be reduced by the "common fund" doctrine.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Health Benefit Plan will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Health Benefit Plan is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Health Benefit Plan or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Health Benefit Plan or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Health Benefit Plan or its delegated representative.
- Fully cooperate with the Health Benefit Plan and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Health Benefit Plan's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Health Benefit Plan or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Health Benefit Plan paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Health Benefit Plan has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Health Benefit Plan or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**

  Subrogation rights arise when the Health Benefit Plan pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Health Benefit Plan is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Health Benefit Plan "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Health Benefit Plan has reimbursed

the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

**Reimbursement Rights**
If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Health Benefit Plan for all medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Health Benefit Plan will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Health Benefit Plan agrees to do so in writing.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Health Benefit Plan will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Health Benefit Plan is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**
- Immediately notify the Health Benefit Plan or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Health Benefit Plan or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Health Benefit Plan or its delegated representative.
- Fully cooperate with the Health Benefit Plan and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Health Benefit Plan's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.

- Fully reimburse the Health Benefit Plan or its designated representative promptly, if appropriate, upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

**CLAIM PROCEDURES**

Most claims are filed by Providers in the Claims Administrator's network. The following applies if the Member must submit a claim.

**Notice of Claims**
The Claims Administrator will not be liable for any claims under this Program unless proper notice is furnished to the Claims Administrator that Covered Services in this Program have been rendered to a Member.

Written notice of a claim must be given to the Claims Administrator within 20 days, or as soon as reasonably possible after Covered Services have been rendered to the Member. Notice given by or on behalf of the Member to the Claims Administrator that includes information sufficient to identify the Member that received the Covered Services, shall constitute sufficient notice of a claim to the Claims Administrator.

The Member can give notice to the Claims Administrator by calling Customer Service. The telephone number and address of Customer Service can be found on the Member*'s* ID Card. A charge shall be considered Incurred on the date a Member receives the Covered Service for which the charge is made.

**Proof of Loss**
Claims cannot be paid until a written proof of loss is submitted to the Claims Administrator. Written proof of loss must be provided to the Claims Administrator within 90 days after the charge for Covered Services is Incurred. Proof of loss must include all data necessary for the Claims Administrator to determine benefits. Failure to submit a proof of loss to the Claims Administrator within the time specified will not invalidate or reduce any claim if it is shown that the proof of loss was submitted as soon as reasonably possible, but in no event, except in the absence of legal capacity, will the Claims Administrator be required to accept a proof of loss later than 12 months after the charge for Covered Services is Incurred.

**Claim Forms**
If a Member (or if deceased, by their personal representative) is required to submit a proof of loss for benefits under this Program, it must be submitted to the Claims Administrator on the appropriate claim form. The Claims Administrator, upon receipt of a notice of claim will, within 15 days following the date notice of claim is received; furnish to the Member claim forms for filing proofs of loss. If claim forms are not furnished within 15 days after the giving of such notice, the Member shall be deemed to have complied with the requirements of this subsection as to filing a proof of loss upon submitting, within the time fixed in this subsection for filing proofs of loss, itemized bills for Covered Services as described below. Itemized bills may be submitted to the Claims Administrator at the address appearing on the Member's ID Card. Itemized bills cannot be returned.

**Submission of Claims Forms**
For Member-submitted claims, the completed claim form, with all itemized bills attached, must be forwarded to the Claims Administrator at the address appearing on the claim form in order to satisfy the requirement of submitting a written proof of loss and to receive payment for benefits

provided under this Program.

To avoid delay in handling Member-submitted claims, answers to all questions on the claim form must be complete and correct. Each claim form must be accompanied by itemized bills showing all of the following information:

- Person or organization providing the service or supply;
- Type of service or supply;
- Date of service or supply;
- Amount charged; and
- Name of patient.

A request for payment of a claim will not be reviewed and no payment will be made unless all the information and evidence of payment required on the claim form has been submitted in the manner described above. The Claims Administrator reserves the right to require additional information and documents as needed to support a claim that a Covered Service has been rendered.

**Timely Payment of Claims**
Claims payment for benefits payable under this Program will be processed immediately upon receipt of proper proof of loss.

**Physical Examinations and Autopsy**
The Health Benefit Plan at its own expense shall have the right and opportunity to examine the Member when and so often as it may reasonably require during the pendency of claim under the Contract; and the Health Benefit Plan shall also have the right and opportunity to make an autopsy in case of death, where it is not prohibited by law.

**Payment of Claims**
If any indemnity of the Contract shall be payable to the estate of the Member, or to a Member or beneficiary who is a minor or otherwise not competent to give a valid release, the Health Benefit Plan may pay such indemnity, up to an amount not exceeding $1,000, to any relative by blood or connection by marriage of the Member or beneficiary who is deemed by the Health Benefit Plan to be equitably entitled thereto. Any payment made by the Health Benefit Plan in good faith pursuant to this provision shall fully discharge the Health Benefit Plan to the extent of such payment.

**Time Limit on Certain Defenses**
After three (3) years from the date of issue of the Contract, no misstatements, except fraudulent misstatements made by the Applicant in the Application for such Contract, shall be used to void said Contract or to deny benefits for a claim incurred commencing after the expiration of such three (3) year period.

**Legal Action**
No legal action may be commenced against the Health Benefit Plan with respect to the Contract until at least sixty (60) days after the Health Benefit Plan has received a properly completed claim form, Referral or encounter form. No legal action against the Health Benefit Plan with respect to the Contract may be filed later than three (3) years after the Covered Services or supplies were performed or provided.

In addition, no legal action regarding an Appeal of an Administrative Denial or Medical Necessity Appeal may be commenced against the Health Benefit Plan until the Member has exhausted their administrative remedies and appeals as detailed in this Contract.

## OTHER COVERAGE

- Worker's Compensation
  Any benefits provided by Worker's Compensation are not duplicated by this Program.

- Medicare
  Any services paid or payable by Medicare when Medicare is:
  - Primary; or
  - Would have been primary if the Member had enrolled for Medicare, are not duplicated by this Program. For working Members over age 65, the primary payor will be determined in accordance with TEFRA or existing regulations regarding Medicare reimbursement.

**NOTE: For more information regarding other coverage, see "Coordination Of Benefits" and "Subrogation".**

## INDEPENDENT CORPORATION

Group Subscriber, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this agreement constitutes a contract solely between Group Subscriber and Keystone Health Plan East (Keystone), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the “Association”), permitting Keystone to use the Blue Cross Service Marks in a portion of the Commonwealth of Pennsylvania and that Keystone is not contracting as the agent of the Association. Group Subscriber, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this agreement based upon representations by any person other than Keystone and that no person, entity, or organization other than Keystone shall be held accountable or liable Group Subscriber for any of Keystone’s obligations to Group Subscriber created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of Keystone other than those obligations created under other provisions of this agreement.

## IMPORTANT DEFINITIONS

The terms below have the following meaning when describing the benefits in this Benefit Booklet. They will be helpful to you (the Member) in fully understanding your benefits.

**Accidental Injury**
Injury to the body that is solely caused by an accident, and not by any other causes.

**Accredited Educational Institution**
- A publicly or privately operated academic institution of higher learning which:
- Provides recognized courses or a course of instruction.
- Confers any of the following, when a student completes the course of study:
  - A diploma;
  - A degree; or
  - Another recognized certification of completion.
- Is duly recognized, and declared as such, by the appropriate authority, as follows:
  - An authority of the state in which such institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to, colleges and universities; and technical or specialized schools.

**Acupuncture**
A therapeutic procedure performed by the insertion of one or more specially manufactured solid metallic needles into a specific location(s) on the body. The intent is to stimulate Acupuncture points, with or without subsequent manual manipulation.

**Administrative Services Only Agreement**
The agreement for Administrative Services entered into between the Group and the Claims Administrator whereby the Group has requested that the Claims Administrator provide certain administrative, claims and managed care services in connection with this Program.

**Adverse Benefit Determination**
A determination that includes any denial, reduction, or recission of health insurance coverage (when, in connection with the recission, there is an adverse effect on a particular benefit at that time). An Adverse Benefit Determination may be any of the following:
- A determination by the Plan or a utilization review entity on its behalf, that based on the information provided and upon application of utilization review, a request for a benefit under a health insurance policy does not meet the Plan's requirement for medical necessity, appropriateness, health care setting, level of care or effectiveness or is determined to be experimental or investigational, such that the requested benefit is therefore denied, reduced or terminated or payment is not provide or made, in whole or in part, for the benefit.
- The denial, reduction, termination, or failure to provide or make payment, in whole or in part, for a benefit based on a determination by the Plan of a Member's eligibility for coverage under a health insurance policy or noncompliance with an administrative policy.
- A rescission of coverage determination by the Plan.

**Alcohol Or Drug Abuse And Dependency**
Any use of alcohol or other drugs which produces a pattern of pathological use that:
- Causes impairment in the way people relate to others; or
- Causes impairment in the way people function in their jobs or careers; or

- Produces a dependency that makes a person physically ill, when the alcohol or drug is taken away.

**Alcohol Or Drug Abuse And Dependency Treatment Facility**
A facility which is licensed by the Department of Health as an alcoholism or drug addiction treatment program that is primarily engaged in providing Detoxification and rehabilitation treatment for Alcohol Or Drug Abuse And Dependency.

**Allowed Amount**
This refers to the basis on which a Member's Deductibles, Coinsurance, Out-of-Pocket Maximum and benefits are calculated.
- For services provided by a Participating Facility Provider, the term "Allowed Amount" means the lesser of the actual charge and the amount paid by the Health Benefit Plan under a special pricing arrangement with Participating Facility Provider(s) unless the Participating Facility Provider's contractual arrangement with the Health Benefit Plan provides otherwise.
- For services provided by a Participating Professional Provider, "Allowed Amount" is the Health Benefit Plan's fee schedule amount.
- For services provided by Participating Ancillary Service Providers, "Allowed Amount" means the amount that the Health Benefit Plan has negotiated with the Participating Ancillary Service Provider as total reimbursement for the Covered Services.

**Alternative Therapies/Complementary Medicine**
Complementary and alternative medicine is defined as a group of diverse medical and health care systems, practices, and products, currently not considered to be part of conventional medicine based on recognition by the National Institutes of Health.

**AmeriHealth HMO, Inc. ("AmeriHealth" or "the Health Benefit Plan")**
A health maintenance organization providing access to comprehensive health care to Members.

**Ambulatory Surgical Facility**
A facility operated, licensed or approved as an Ambulatory Surgical Facility by the responsible state agency, which provides specialty or multispecialty outpatient surgical treatment or procedure that is not located on the premises of a Hospital.

It is a Facility Provider which:
- Has an organized staff of Physicians;
- Is licensed as required; and
- Has been approved by the Joint Commission on Accreditation of Healthcare Organizations
- (JCAHO); or
- Has been approved by the Accreditation Association for Ambulatory Health Care, Inc.; or
- Has been approved by the Health Benefit Plan.

It is also a Facility Provider which:
- Has permanent facilities and equipment for the primary purposes of performing surgical procedures on an Outpatient basis;
- Provides treatment, by or under the supervision of Physicians and nursing services, whenever the patient is in the facility;
- Does not provide Inpatient accommodations; and
- Is not, other than incidentally, a facility used as an office or clinic for the private practice of a Professional Provider.

**Ancillary Service Provider**
An individual or entity that provides Covered Services, supplies or equipment such as, but not limited to:
- Infusion Therapy Services;
- Durable Medical Equipment; and
- Ambulance services.

**Anesthesia**
The process of giving the Member an approved drug or agent, in order to:
- Cause the Member's muscles to relax;
- Cause the Member to lose feeling; or
- Cause the Member to lose consciousness.

**Annual Benefit Maximum**
- The maximum amount of benefits provided to a Member in each Benefit Period.
- This amount is shown in the ***Schedule of Covered Services***.
- It does not include the amount the Member pays for Covered Services in the form of:
  - Copayments;
  - Coinsurance; and/or
  - Deductibles.

**Appeal of An Administrative Denial**
An appeal of any of the following types of Adverse Benefit Determinations:
- Prior authorization, coverage or payment based on a lack of eligibility, failure to submit complete information or other failure to comply with an administrative policy.
- Certain surprise medical bills received by a Member from an out-of-network provider.
- Rescission of coverage (except for failure to pay premiums or coverage contributions) that has not been resolved by the Plan and has been filed with the Pennsylvania Insurance Department.

This term does not include a Medical Necessity Appeal. It also does not include disputes or objections that were resolved by the HMO and did not result in the filing of an Appeal of an Administrative Denial (written or oral).

**Artificial Insemination**
- The medical process of helping a Member become pregnant by:
  - Taking sperms from a partner or donor;
  - Inserting these sperms into a recipient's vagina or uterus;
  - Taking the above steps, without there needing to be any physical contact between the recipient and donor.

The process includes simple sperm preparation, sperm washing and/or thawing.

**Attention Deficit Disorder**
A disease that makes a person have a hard time paying attention; be too impulsive; and be overly active.

**Autism Service Provider**
A person, entity or group that provides treatment of Autism Spectrum Disorders (ASD), using an ASD Treatment Plan, and that is either:
- Licensed or certified in this Commonwealth; or
- Enrolled in the Commonwealth's medical assistance program on or before the effective date of the Pennsylvania Autism Spectrum Disorders law.

An Autism Service Provider shall include a Behavioral Specialist.

**Autism Spectrum Disorders (ASD)**
Any of the Pervasive Developmental Disorders defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) or its successor.

**Autism Spectrum Disorders Treatment Plan (ASD Treatment Plan)**
A plan for the treatment of Autism Spectrum Disorders:
- Developed by a licensed Physician or licensed Psychologist who is a Participating Professional Provider; and
- Based on a comprehensive evaluation or reevaluation, performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics.

**Behavioral Specialist**
An individual with appropriate certification or licensure by the applicable state, who designs, implements or evaluates a behavior modification intervention component of an ASD (Autism Spectrum Disorder) Treatment Plan, through Applied Behavioral Analysis which includes:
- Skill acquisition and reduction of problematic behavior;
- Improve function and/or behavior significantly; or
- Prevent loss of attained skill or function.

**Benefit Period**
The specified period of time as shown in the ***Schedule of Covered Services*** within which the Member has to use Covered Services in order to be eligible for payment by their Health Benefit Plan. A charge shall be considered Incurred on the date the service or supply was provided to the Member.

**Benefits Administrator**
The person or entity designated by the Group to perform specific responsibilities, including but not limited to, administrative and reporting activities associated with this Program, such as assisting Members with their questions or notifying the Claims Administrator of new Members or enrollment changes (marital status, address, eligibility for Medicare). The Benefits Administrator is not the Health Benefit Plan.

**Birth Center**
A Facility Provider approved by the Claims Administrator which:
- Is primarily organized and staffed to provide maternity care;
- Is where a Member can go to receive maternity care and give birth;
- Is licensed as required in the state where it is situated; and
- Is under the supervision of a Physician or a licensed Certified Midwife.

**Case Management**
Comprehensive Case Management programs serve Members who have been diagnosed with an illness or injury that is complex, catastrophic, or chronic.

The objectives of Case Management are to:
- Make it easier for Members to get the service and care they need in an efficient way;
- Link the Member with appropriate health care or support services;
- Assist Providers in coordinating prescribed services;
- Monitor the quality of services delivered; and

- Improve Members' health outcomes.

Case Management supports Members and Providers by:
- Locating services;
- Coordinating services; and/or
- Evaluating services.

These steps are taken, across various levels and sites of care, for a Member who has been diagnosed with a complex, catastrophic or chronic illness and/or injury.

**Certified Registered Nurse**
Any one of the following types of nurses who are certified by the state Board of Nursing or a national nursing organization recognized by the State Board of Nursing:
- A certified registered nurse anesthetist;
- A certified registered nurse practitioner;
- A certified entreostomal therapy nurse;
- A certified community health nurse;
- A certified psychiatric mental health nurse; or
- A certified clinical nurse specialist

This excludes any registered professional nurses employed by:
- A health care facility; or
- An anesthesiology group.

**Cognitive Rehabilitative Therapy**
A medically prescribed, multidisciplinary approach that consists of tasks that:
- Establish new ways for a person to compensate for brain function that has been lost due to injury, trauma, stroke, or encephalopathy; or
- Reinforce or re-establish previously learned patterns of behavior.

It consists of a variety of therapy modalities which lessen and ease problems caused by deficits in:
- Attention;
- Visual processing;
- Language;
- Memory;
- Reasoning; and
- Problem solving.

Cognitive rehabilitation is performed by any of the following professionals, using a team approach:
- A Physician;
- A neuropsychologist;
- A Psychologist; as well as, a physical, occupational or speech therapist.

**Coinsurance**
A type of cost-sharing in which the Member assumes a percentage of Claims Administrator's fee schedule amount for Covered Services (such as 20 %). The Coinsurance percentage is listed in the ***Schedule of Covered Services*.**

**Compendia**
Compendia are reference documents used by the Claims Administrator to determine if a Prescription Drug should be covered. Compendia provide:
- Summaries of how drugs work;
- Information about which drugs are recommended to treat specific diseases; and
- The appropriate dosing schedule for each drug.

Over the years, some compendia have merged with other publications. The Claims Administrator only reviews current compendia when making coverage decisions.

**Conditions For Departments (for Qualifying Clinical Trials)**
The conditions described in this paragraph, for a study or investigation conducted by the Department of Veteran Affairs, Defense or Energy, are that the study or investigation has been reviewed and approved through a system of peer review that the Government determines:

- To be comparable to the system of peer review of studies and investigations used by the National Institutes of Health (NIH); and
- Assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review.

**Consumable Medical Supply**
Non-durable medical supplies that cannot withstand repeated use, are usually disposable, and are generally not useful to a person in the absence of illness or injury.

**Contraceptive Drugs**
FDA approved drugs to be dispensed for the use of contraception. These include oral contraceptives, such as birth control pills, as well as injectable contraceptive drugs.

**(Contraceptive Drugs**
FDA approved drugs requiring a Prescription Order Or Refill to be dispensed for the use of contraception. These include oral contraceptives, (birth control pills)

**Convenience Packs**
A combination of two or more individual drug products into a single package with a unique national drug code. Products included in a convenience pack may include prescription products, over-the-counter products, and/or products not approved by the Food and Drug Administration (FDA).

**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 Group plans that provide 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 by providing the authority for the orderly transfer of information needed to pay claims promptly.
- It avoids duplication of benefits by permitting a reduction of the benefits of a plan when, by the Rules established by this provision, that plan does not have to pay benefits first.
- This provision does not apply to:
  - Student accident plans paying $100 per day or less; or
  - Group hospital indemnity plans paying $100 per day or less.

**Copayment**
A specified dollar amount that is applied to a specific Covered Service for which the Member is responsible per Covered Service. Copayments, if any, are identified in the ***Schedule of Covered Services***.

**Covered Service**
A service or supply specified in this Benefit Booklet for which benefits will be provided by the

Claims Administrator.

**Custodial Care (Domiciliary Care)**
Care provided primarily for Maintenance of the patient or care which is designed essentially:
- To assist the patient in meeting their activities of daily living; and
- Which is not primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition.

Custodial Care includes help in tasks which do not require the technical skills or professional training of medical or nursing personnel in order to be performed safely and effectively.

Such tasks include, but are not limited to:
- Walking;
- Bathing;
- Dressing;
- Feeding;
- Preparation of special diets; and
- Supervision over self-administration of medications

**Day Rehabilitation Program**
A level of Outpatient Care consisting of four to seven hours of daily rehabilitative therapies and other medical services five days per week.

The Member returns home:
- Each evening; and
- For the entire weekend.

Therapies provided may include a combination of therapies, such as:
- Physical Therapy;
- Occupational Therapy; and
- Speech Therapy.

Other medical services such as:
- Nursing services;
- Psychological therapy; and
- Case Management services.

Day Rehabilitation sessions also include a combination of:
- One-to-one therapy; and
- Group therapy.

**Decision Support**
Services that help members make well-informed decisions about health care and support their ability to follow their Participating Provider's treatment plan. Some examples of support services are:
- Major treatment choices; and
- Every day health choices.

**Deductible**
A specified amount of Covered Services that must be paid by the Member, each Benefit Period before benefits are provided for any remaining Covered Services. A specific dollar amount that the Member's Program may require that the Member pay out-of-pocket each year, before their Health Benefit Plan begins to make payments for claims. This amount does not include Copayments amounts, any amounts above the Allowed Amount for a specific Provider, or the amount for any services not covered under this Benefit Booklet.

**Dependent**
An individual, who relies on the Member for some level of aid and support and:
- Who resides in the Service Area;
- For whom Medicare is not primary pursuant to any federal or state regulation, law or ruling;
- Who is enrolled under the Health Benefit Plan coverage; and
- Who meets all of the eligibility requirements established by the Group and the Health Benefit Plan as described in the Eligibility section of the ***General Information*** section of this Benefit Booklet.

**Designated Provider**
A Participating Provider with whom the Health Benefit Plan has contracted the following Outpatient services:
- Certain rehabilitation Therapy Services (other than Speech Therapy);
- Diagnostic radiology services for Members age five or older; or
- Laboratory and pathology tests.

The Member's Primary Care Physician will provide a Referral to the Designated Provider for these services.

**Detoxification**
The process by which a person who is alcohol or drug intoxicated, or alcohol or drug dependent, is assisted under the following circumstances:
- In a state licensed Facility Provider; or
- In the case of opiates, by an appropriately licensed Behavioral Health/ Alcohol Or Drug Abuse And Dependency provider, in an ambulatory (Outpatient) setting.

This treatment process will occur through the period of time necessary to eliminate, by metabolic or other means, any or each of the following problems:
- The intoxicating alcohol or drug;
- Alcohol or drug dependency factors; or
- Alcohol in combination with drugs, as determined by a licensed Physician, while keeping the physiological and psychological risk to the patient at a minimum.

**Disease Management**
An approved program designed to identify and help people, who have a particular chronic disease, to stay as healthy as possible
- Disease Management programs use a population-based approach to:
  - Identify Members who have or are at risk for a particular chronic medical condition;
  - Intervene with specific programs of care; and
  - Measure and improve outcomes.
- Disease Management programs use evidence-based guidelines to:
  - Educate and support Members and PCP's and Participating Professional Providers;
  - Matching interventions to Members with greatest opportunity for improved clinical or functional outcomes.
- To assist Members with chronic disease(s), Disease Management programs may employ:
  - Education;
  - Provider feedback and support statistics;
  - Compliance monitoring and reporting; and/or
  - Preventive medicine.
- Disease Management interventions are intended to both:
  - Improve delivery of services in various active stages of the disease process; as well as to

reduce/prevent relapse or acute exacerbation of the condition.

**Domestic Partner (Domestic Partnership)**
An individual of a Domestic Partnership consisting of two people each of whom:

- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this Domestic Partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partnership agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

The Health Benefit Plan reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

**Drug Formulary**
A listing of Prescription Drugs preferred for use by the Claims Administrator. This list shall be subject to periodic review and modification by the Claims Administrator. Covered Drugs not listed in the Drug Formulary shall be subject to the Non-Preferred Drug cost share.

A listing of Covered Prescription Drugs preferred for use by the Claims Administrator. This list shall be subject to periodic review and modification by the Claims Administrator. Drugs not listed in the Drug Formulary shall not be covered.

**Durable Medical Equipment (DME)**
Equipment that meets the following criteria:

- It is durable and can withstand repeated use;
- It is medical equipment, meaning it is primarily and customarily used to serve a medical purpose;
- It generally is not useful to a person in the absence of an illness or injury; and
- It is appropriate for use in the home.

Durable Medical Equipment includes, but is not limited to:

- Diabetic supplies;
- Canes;
- Crutches;
- Walkers;
- Commode chairs;
- Home oxygen equipment;
- Hospital beds;
- Traction equipment; and
- Wheelchairs.

**Effective Date**
The date on which coverage for a Member begins under the Program. All coverage begins at

12:01 a.m. on the date reflected on the records of the Health Benefit Plan.

**Emergency Services (Emergency)**
Any health care services, including services for Mental Illness, provided to a Member after the sudden onset of a medical condition. The condition manifests itself by acute symptoms of sufficient severity or 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:

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

Emergency transportation and related Emergency Service provided by a licensed ambulance service shall constitute an Emergency Service.

**Employee**
An individual of the Group contracting with the Health Benefit Plan and:

- Who meets the eligibility requirements for enrollment;
- Who, at enrollment, is specified as meeting the eligibility requirements; and
- In whose name the Identification Card is issued.

**Enrollment/Change Form**
The properly completed, written request for enrollment for Program membership:

- Submitted in a format provided by the Health Benefit Plan; and
- Together with any amendments or modifications to that written request.

**Essential Health Benefits**
A set of health care service categories that must be covered by certain plans in accordance with the Affordable Care Act. Essential health benefits must include items and services within at least the following 10 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.

**Experimental/Investigative Services**
A drug, biological product, device, medical treatment or procedure, or diagnostic test, which meets any of the following criteria:

- Is the subject of ongoing Clinical Trials;
- Is the research, experimental, study or investigational arm of an on-going Clinical Trial(s) or is otherwise under a systematic, intensive investigation to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis;
- Is not of proven benefit for the particular diagnosis or treatment of the Member's particular condition;
- Is not generally recognized by the medical community, as clearly demonstrated by Reliable Evidence, as effective and appropriate for the diagnosis or treatment of the Member's particular condition; or
- Is generally recognized, based on Reliable Evidence, by the medical community as a diagnostic or treatment intervention for which additional study regarding its safety and efficacy for the diagnosis or treatment of the Member's particular condition, is recommended.

Any drug, biological product, device, medical treatment or procedure, or diagnostic procedure, is not considered Experimental/Investigative if it meets all of the criteria listed below:

- When required the drug, biological product, device, medical treatment or procedure, or diagnostic test, must have final approval from the appropriate governmental regulatory bodies (e.g. FDA).
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure, or diagnostic test, meets technical standards, is clinically valid, and has a definite positive effect on health outcomes.
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure, or diagnostic tests, leads to measurable improvement in health outcomes (i.e., the beneficial effects outweigh any harmful effects).
- Reliable Evidence clearly demonstrates that the drug, biological product, device, medical treatment or procedure, or diagnostic test, is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable.
- Reliable Evidence clearly demonstrates that improvement in health outcomes, as defined in the paragraph above, is possible in standard conditions of medical practice, outside clinical investigative settings.
- Reliable Evidence shows that the prevailing opinion among experts regarding the drug, biological product, device, medical treatment or procedure, or diagnostic test, is that studies or clinical trials have determined its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment for a particular diagnosis.

Any approval granted as an interim step in the FDA regulatory process (For example: An Investigational New Drug Exemption as defined by the FDA), is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of a drug or biological product (e.g. infusible agent) for another diagnosis, condition, or in a manner that does not align with the FDA approval shall require that one or more of the established reference Compendia identified in the Company's policies recognize the usage as appropriate medical treatment.

**Facility Provider**
An institution or entity licensed, where required, to provide care.

Such facilities include:

- Ambulatory Surgical Facility;
- Birth Center;
- Free Standing Dialysis Facility;
- Free Standing Ambulatory Care Facility;
- Home Health Care Agency;
- Hospice;
- Hospital;
- Non-Hospital Facility;
- Psychiatric Hospital;
- Rehabilitation Hospital;
- Residential Treatment Facility;
- Short Procedure Unit;
- Skilled Nursing Facility

**Follow-Up Care**
Care scheduled for Medically Necessary follow-up visits that occur while the Member is away from home. Follow-Up Care is provided only for urgent ongoing treatment of an illness or injury that originates while the Member is still at home. An example is dialysis. Follow-Up Care must be Preapproved by the Member's Primary Care Physician prior to traveling.

**Free Standing Ambulatory Care Facility**
A Facility Provider, other than a Hospital, that provides treatment or services on an Outpatient or partial basis.

In addition, the facility:
- Is not, other than incidentally, used as an office or clinic for the private practice of a Physician.
- Is licensed by the state in which it is located and be accredited by the appropriate regulatory body.

**Free Standing Dialysis Facility**
A Facility Provider that provides dialysis services for people who have serious kidney disease.

In addition, the facility:
- Is primarily engaged in providing dialysis treatment, Maintenance or training to patients on an Outpatient or home care basis.
- Is licensed or approved by the appropriate governmental agency; and
- Is approved by the Claims Administrator.

**Gene Replacement Therapy**
The scientific development of a functional copy of a missing, non-functioning, or mutated gene, designed to be infused or injected into the body to restore normal function. Examples of Gene Replacement Therapy include Luxturna® (voretigene neparvovec-rzyl) and Zolgensma® (onasemnogene abeparvovec-xioi).

**Group**
The entity which established, sponsors, and/or maintains a welfare benefit plan for the purpose of providing health insurance benefits to plan Members or their beneficiaries, and which, on behalf of the welfare benefit plan, has agreed to remit payments to the Claims Administrator and to receive, on behalf of the enrolled Members, any information from the Claims Administrator related to the benefits provided to enrolled Members pursuant to the terms of the Administrative Services Only Agreement.

**Hearing Aid**
A device that amplifies sound through simple acoustic amplification or through transduction of sound waves into mechanical energy that is perceived as sound. A Hearing Aid is comprised of:
- A microphone to pick up sound;
- An amplifier to increase the sound;
- A receiver to transmit the sound to the ear; and
- A battery for power.

A Hearing Aid may also have a transducer that changes sound energy into a different form of energy. The separate parts of a Hearing Aid can be packaged together into a small self-contained unit, or may remain separate or even require surgical implantation into the ear or part of the ear. Generally, a Hearing Aid will be categorized into one of the following common styles:
- Behind-The-Ear;
- In-The-Ear;
- In-The-Canal;
- Completely-In-The-Canal; or
- Implantable (Can Be Partial or Complete).

A Hearing Aid is not a cochlear implant.

**Home**
For purposes of the Home Health Care and Homebound Covered Services only, this is the place where the Member lives.

This place may be:
- A private residence/domicile;
- An assisted living facility;
- A long-term care facility; or
- A Skilled Nursing Facility at a custodial level of care.

**Home Health Care Provider**
A licensed Provider that provides home health care Covered Services to Members.
Services are provided:
- On an intermittent basis in the Member's Home;
- In accordance with an approved home health care Plan Of Treatment; and
- Based on an agreement entered into with the Claims Administrator.

**Homebound**
Being unable to safely leave Home due to severe restrictions on the Member's mobility.

A person can be considered Homebound when leaving Home would do the following:
- Involve a considerable effort by the Member; and
- Leave the Member unable to use transportation, without another's assistance.

The following individuals will NOT automatically be considered Homebound, but must meet both requirements above:
- A child
- An unlicensed driver; or
- An individual who cannot drive.

**Hospice**
A Facility Provider that is engaged in providing palliative care rather than curative care to terminally ill individuals.

The Hospice must be:
- Certified by Medicare to provide Hospice services, or accredited as a Hospice by the appropriate regulatory agency; and
- Appropriately licensed in the state where it is located.

**Hospice Provider**
Licensed Provider that is primarily engaged in providing care to terminally ill people whose estimated survival is six months or less.

Hospice Care is primarily comfort care and includes:
- Relief of pain;
- Management of symptoms; and
- Supportive services that will help the Member cope with a terminal illness rather than cure it.

Covered Services to be provided by the Hospice Provider include Home Hospice and/or Inpatient Hospice services that have been referred by the Member's Primary Care Physician and Preapproved by the Health Benefit Plan.

**Hospital**
An approved facility that provides Inpatient, as well as Outpatient Care, and that meet the requirements listed below.

The term Hospital specifically refers to a short-term, acute care, general Hospital which has been approved by the Joint Commission on Accreditation of Healthcare Organizations; and/or by the American Osteopathic Hospital Association or by the Health Benefits Plan, and which meets the following requirements:

- Is a duly licensed institution;
- Is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians;
- Has organized departments of medicine;
- Provides 24-hour nursing service by or under the supervision of Registered Nurses;
- Is not, other than incidentally, any of the following:
  - Skilled Nursing Facility;
  - Nursing home;
  - School;
  - Custodial Care home;
  - Health resort;
  - Spa or sanitarium;
  - Place for rest;
  - Place for aged;
  - Place for treatment of Mental Illness;
  - Place for treatment of Alcohol or Drug Abuse;
  - Place for provision of rehabilitation care;
  - A place for treatment of pulmonary tuberculosis;
  - A place for provision of Hospice care.

**Hospital-Based Provider**

A Physician who provides Medically Necessary services in a Hospital or other Participating Facility Provider and meets the requirements listed below:

- The Medically Necessary services must be supplemental to the primary care being provided in the Hospital or Participating Facility Provider;
- The Medically Necessary services must be those for which the Member has limited or no control of the selection of such Physician;
- Hospital-Based Providers include Physicians in the specialties of:
  - Radiology;
  - Anesthesiology;
  - Pathology; and/or
  - Other specialties, as determined by the Health Benefit Plan.

When these Physicians provide services other than in the Hospital or other Participating Facility, they are not considered Hospital-Based Providers.

**Hospital Services**

Health care services that (except as limited or excluded herein) are all of the following:

- Are acute-care Covered Services, provided in a Hospital, which are Referred by the Member's Primary Care Physician or provided by the Member's Referred Specialist and Preapproved by the Health Benefit Plan where required; and
- Are listed in the Description of Covered Services.

**Identification Card (ID Card)**

The currently effective card issued to the Member by the Health Benefit Plan which must be presented when a Covered Service is requested.

**Immediate Family**

The Employee's:

- Spouse;
- Parent;
- Child;

- Brother;
- Sister;
- Persons who ordinarily reside in the household of the Employee

**Immunizations**
Medication that helps protect a person from certain infections. All Immunizations must conform to the standards set by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention.

Coverage for routine Immunizations is provided for adult and pediatric Members (limited to Members under 21 years of age).

For routine immunizations, the Health Benefit Plan provides coverage for
- The administration of the Immunization, and
- The agent used for Immunization.

The Health Benefit Plan does not provide coverage for:
- Employment-related Immunizations;
- Travel-related Immunizations; and
- Immunizations that are not recommended by the ACIP.

ACIP Immunization schedules can be found in the Preventive Schedule document.

**Incurred**
A charge shall be considered Incurred (acquired) on the date a Member receives the service or supply for which the charge is made.

**Independent Clinical Laboratory**
A laboratory that performs clinical pathology procedure and that is not affiliated or associated with a:
- Hospital;
- Physician; or
- Facility Provider.

**Independent Review Organization (IRO)**
An entity qualified by applicable licensure and/or accreditation standards to act as the independent decision maker on external Grievance appeals requiring evaluation of issues related to Medical Necessity and appropriateness of a Participant's request for Covered Services. The Claims Administrator arranges for the availability of IROs and assigns them to external Grievance appeals. IROs are not corporate affiliates of the Claims Administrator.

**Informal Member Complaint**
A dispute or objection regarding coverage, including:
- Exclusions and non-Covered Services under the Program;
- Participating or Non-Participating Providers' status;
- Certain surprise medical bills received by the Member from an out of network provider;
- Recissions of coverage (except for failure to pay premiums or contributions); or
- The operations or management policies of the Health Benefit Plan.

This definition does not include:
- An Appeal of an Administrative Denial or a Medical Necessity Appeal; or

Disputes or objections that were resolved by the Health Benefit Plan and did not result in the filing of an Appeal of an Administrative Denial (written or oral).

**Inpatient Admission (Inpatient)**
The actual entry of a Member, who is to receive Inpatient services as a registered bed patient, and for whom a room and board charge is made, into any of the following:
- Hospital;
- Extended care facility; or
- Facility Provider.

The Inpatient Admission shall continue until such time as the Member is actually discharged from the facility.

**Inpatient Care**
Treatment received as a bed patient in a:
- Hospital;
- Extended care facility; or
- Facility Provider.

**Intensive Outpatient Program**
A planned, structured program that coordinates and uses the services of various health professionals, to treat patients in crisis who suffer from:
- Mental Illness;
- Serious Mental Illness; or
- Alcohol Or Drug Abuse And Dependency.

Intensive Outpatient Program treatment is an alternative to Inpatient Hospital treatment or Partial Hospitalization treatment and focuses on alleviation of symptoms and improvement in the level of functioning required to stabilize the patient until they are able to transition to less intensive Outpatient treatment, as required.

**Licensed Clinical Social Worker**
A social worker who:
- Has graduated from a school accredited by the Council on Social Work Education with a Doctoral or Master's Degree; and
- Is licensed by the appropriate state authority.

**Licensed Practical Nurse (LPN)**
A nurse who:
- Has graduated from a formal practical or nursing education program; and
- Is licensed by the appropriate state authority.

**Life-Threatening Disease Or Condition (for Qualifying Clinical Trials)**
Any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Limitations**
The maximum number of Covered Services that are eligible for coverage.
- The maximum number of Covered Services can be measured as:
  - Hours;
  - Visits;
  - Days; or the

- Dollar amount.
- Limitations may vary depending on the type of program and Covered Services provided.
- Limitations, if any, are identified in the ***Schedule of Covered Services***.

**Limiting Age for Dependents**
The age as shown below, at which a Dependent child is no longer eligible as a Dependent under the Subscriber's coverage. A Dependent child shall be removed from the Subscriber's coverage on the **.**

The Limiting Age for Dependents is: 26

**Maintenance**
A continuation of the Member's care and management when:
- The maximum therapeutic value of a Medically Necessary treatment plan has been achieved;
- No additional functional improvement is apparent or expected to occur;
- The provision of Covered Services for a condition ceases to be of therapeutic value; and
- It is no longer Medically Necessary.

This includes Maintenance services that seek to:
- Prevent disease;
- Promote health; and
- Prolong and enhance the quality of life.

**Masters Prepared Therapist**
A therapist who:
- Holds a Master's Degree in an acceptable human services-related field of study;
- Is licensed as a therapist at an independent practice level; and
- Is licensed by the appropriate state authority to provide therapeutic services for the treatment of Mental health care and Serious Mental Illness health care.

**Medical Care**
Services rendered by a Participating Professional Provider for the treatment of an illness or injury. These are services that must be rendered within the scope of their license.

**Medical Director**
A Physician designated by the Health Benefit Plan to:
- Design and implement quality assurance programs; and
- Monitor utilization of health services by Members.

**Medical Foods**
Liquid nutritional products which are specifically formulated to treat one of the following genetic diseases: phenylketonuria, branched-chain ketonuria, galactosemia, homocystinuria.

**Medical Necessity Appeal**
An appeal of an Adverse Benefit Determination that the request for a benefit under a health insurance policy does not meet the Plan's requirement for Medical Necessity, appropriateness, health care setting, level of care or effectiveness or is determined to be experimental or investigational. This includes an Adverse Benefit Determination that does any of the following: (i) disapproves full or partial payment for a requested health care service; (ii) approves the provision of a requested health care service for a lesser scope or duration than requested; or (iii) disapproves payment of the provision of a requested health care service but approves payment for the provision of an alternative health care service. The term does not include an Appeal of an Administrative Denial. It also does not include disputes or objections regarding Medical Necessity

that were resolved by the HMO and did not result in the filing of a Medical Necessity Appeal (written or oral).

**Medical Policy**
Medical Policy is used to determine whether Covered Services are Medically Necessary.
Medical Policy is developed based on various sources including, but not limited to:
- Peer-reviewed scientific literature published in journals and textbooks; and
- Guidelines put forth by governmental agencies; and
- Respected professional organizations; and
- Recommendations of experts in the relevant medical specialty.

**Medical Screening Evaluation**
An examination and evaluation within the capability of the Hospital's emergency department, including ancillary services routinely available to the emergency department, performed by qualified personnel.

**Medical Technology Assessment**
The review and evaluation of available clinical and scientific information from expert sources. These sources include, and are not limited to:
- Publications from government agencies;
- Peer-reviewed journals;
- Professional guidelines;
- Regional and national experts;
- Clinical trials; and
- Manufacturers' literature.

The Claims Administrator uses the technology assessment process to assure that new drugs, procedures or devices are safe and effective before approving them as a Covered Service.

When new technology becomes available or at the request of a practitioner or Member:
- The Claims Administrator researches all scientific information available from these expert sources.
- Following this analysis, the Claims Administrator:
  - Makes a decision about when a new drug, procedure or device has been proven to be safe and effective; and
  - Uses this information to determine when an item becomes a Covered Service.

A Member or their Provider should contact the Health Benefit Plan to determine whether a proposed treatment is considered "emerging technology" and whether the provider is considered an eligible provider to perform the "emerging technology" Covered Service. The Health Benefit Plan maintains the discretion to limit eligible Providers for certain "emerging technology" Covered Services.

**Medically Necessary (Medical Necessity)**
Shall mean:
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of:
  - Preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient, that are:
  - In accordance with generally accepted standards of medical practice;
  - Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;

- Not primarily for the convenience of the patient, Physician, or other health care provider;
- Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease; and
- Furnished in the most appropriate and cost-effective setting (site of care) that is appropriate to the member's medical needs and condition, based on the member's current medical condition and any required monitoring or additional services that may coincide with the delivery of this service.

- For these purposes, "generally accepted standards of medical practice" means standards that are based on:
  - Credible scientific evidence, published in peer-reviewed medical literature that is generally recognized by the relevant medical community, Physician Specialty Society recommendations;
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

**Medicare**
The programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**Member**
A Subscriber or Dependent who meets the eligibility requirements for enrollment by the Group.

A Member does NOT mean any person who is eligible for Medicare, except as specifically stated in this Benefit Booklet.

**Mental Illness**
Any of various conditions, wherein mental treatment is provided by a qualified Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

- These various conditions must be categorized as mental disorders by the most current edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual (DSM).
- For purposes of this Program, conditions categorized as Mental Illness do not include those conditions listed under Serious Mental Illness or Autism Spectrum Disorders.
- The benefit limits for Mental Illness, Serious Mental Illness, and Autism Spectrum Disorders are separate and not cumulative.

**Non-Hospital Facility**
A Facility Provider, licensed by the Department of Health for the care or treatment of Members diagnosed with Alcohol or Drug Abuse And Dependency. This does NOT include transitional living facilities.

Non-Hospital Facilities shall include, but not be limited to the following, for Partial Hospitalization Programs:

- Residential Treatment Facilities; and
- Free Standing Ambulatory Care Facilities.

**Non-Participating Provider**
A Facility Provider, Professional Provider, Ancillary Service Provider that is NOT a member of the Claims Administrator's network.

**Nutritional Formula**
Liquid nutritional products which are formulated to supplement or replace normal food products.

**Office Visits**
Covered Services provided in the Physician's office and performed by or under the direction of:
- The Primary Care Physician; or
- A Participating Professional Provider.

**Out-Of-Pocket Maximum**
The Out-of-Pocket Maximum is the maximum dollar amount that a Member pays for Covered Services in each Benefit Period. The Out-of-Pocket Maximum includes Copayments, Coinsurance, and Deductible amounts, if applicable**,** for Essential Health Benefits. It does not include any amounts above the Allowed Amount for a specific Provider, or the amount for any services not covered under this Benefit Booklet.

**Outpatient Care (or Outpatient)**
Medical, nursing, counseling or therapeutic treatment provided to a Member who does not require an overnight stay in a Hospital or other Inpatient Facility.

**Outpatient Diabetic Education Program**
An Outpatient Diabetic Education Program, provided by a Participating Professional Provider that has been recognized by the Department of Health or the American Diabetes Association as meeting the national standards for Diabetes Patient Education Programs established by the National Diabetes Advisory Board.

**Outpatient Mental Health Care**
**Outpatient Serious Mental Illness Health Care**
**Outpatient Alcohol Or Drug Abuse And Dependency Treatment (Outpatient Treatment)**
The provision of medical, nursing, counseling or therapeutic Covered Services:
- On a planned and regularly scheduled basis;
- At a Participating Facility Provider licensed by the Department of Health as:
  - An Alcohol Or Drug Abuse And Dependency treatment program; or
  - Any other mental health or Serious Mental Illness therapeutic modality, designed for a patient or Member who does not require care as an Inpatient.
- Outpatient Treatment includes: Care provided under a Partial Hospitalization program or an Intensive Outpatient Program. Each Outpatient visit or session is subject to:
  - The applicable Outpatient Mental Health Care Visits/Sessions cost sharing;
  - Outpatient Serious Mental Illness Health Care Visits/Sessions cost sharing; or
  - Outpatient Alcohol Or Drug Abuse And Dependency Treatment Visits/Sessions cost sharing.

**Partial Hospitalization**
Medical, nursing, counseling or therapeutic services that are:
- Provided on a planned and regularly scheduled basis in a Hospital or Facility Provider,
- Designed for a patient who would benefit from more intensive services than are offered in Outpatient treatment (Intensive Outpatient Program or Outpatient Office Visit) but who does not require Inpatient confinement.

**Participating Facility Provider**
A Facility Provider that is a member of the Claims Administrator’s network.

**Participating Professional Provider**
A Professional Provider who is a member of the Claims Administrator’s network.

**Participating Provider**
A Facility Provider, Professional Provider, or Ancillary Services Provider with whom the Claims Administrator has contracted directly or indirectly and, where applicable, is Medicare certified to render Covered Services. This includes, but is not limited to:

- Primary Care Physician (PCP)
  A Participating Provider selected by a Member who is responsible for providing all primary care Covered Services and for authorizing and coordinating all covered Medical Care, including Referrals for Specialist Services. The Member may designate a Participating Obstetrician and Gynecologist as their PCP. For children, the Member may designate a pediatrician as the PCP.

- Referred Specialist
  A Provider who provides Covered Specialist Services within their specialty and upon Referral from a Primary Care Physician. In the event there is no Participating Provider to provide the specialty or subspecialty services, Referral to a Non-Participating Provider will be arranged by the Member's Primary Care Physician with Preapproval by the Claims Administrator. See ***Access To Primary, Specialist, and Hospital Care*** in the ***General Information*** section for procedures for obtaining Preapproval for use of a Non-Participating Provider.

  A Referred Specialist also includes Participating Professional Providers that provide the following designated services without a Referral:
  - Care from a Participating obstetrical/gynecological specialist; and
  - Dialysis.

  For the following Outpatient services, the Referred Specialist is the Member's Primary Care Physician's Designated Provider:
  - Certain rehabilitation Therapy Services (other than Speech Therapy);
  - Certain diagnostic radiology services for Members are age five or older; or
  - Laboratory and pathology tests. The Member's Primary Care Physician will provide a Referral to the Designated Provider for these services.

- Obstetricians and Gynecologists
  A Participating Provider selected by a Member who provides Covered Services without a Referral. All non-facility obstetrical and gynecological Covered Services are subject to the same Copayment that applies to Office Visits to the Member's PCP.

  Participating obstetricians and gynecologists have the same responsibilities as Referred Specialists. For example, seeking Preapproval for certain services.

  Similarly, just as the Member has the right to designate a Referred Specialist as the Member's PCP, the Member may designate a participating obstetrician or gynecologist as the Member's PCP.

- Participating Hospital
  A Hospital that has contracted with the Health Benefit Plan to provide Covered Services to Members.

- Durable Medical Equipment (DME) Provider
  A Participating Provider of Durable Medical Equipment that has contracted with the Health Benefit Plan to provide Covered Supplies to Members.

- Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider
  A Provider in a network made up of professionals and facilities contracted by a behavioral health management company on the Health Benefit Plan's behalf to provide behavioral health/ Alcohol Or Drug Abuse And Dependency Covered Services for the treatment of Mental Illness, Serious Mental Illness and Alcohol Or Drug Abuse And Dependency, (including Detoxification) to Members. Licensed Clinical Social Workers and Masters Prepared Therapists are contracted to provide Covered Services for treatment of mental health care and Serious Mental Illness only. Behavior Specialists are contracted to provide Covered Services for treatment of Autism Spectrum Disorders only.

- Hospice Provider
  A licensed Participating Provider that is primarily engaged in providing pain relief, symptom management, and supportive services to a terminally ill Member with a medical prognosis of six months or less.

**Pervasive Developmental Disorders (PDD)**
Disorders characterized by severe and pervasive impairment in several areas of development:
- Reciprocal social interaction skills;
- Communication skills; or
- The presence of stereotyped behavior, interests and activities.

Examples are:
- Asperger's syndrome; and
- Childhood disintegrative disorder.

**Pharmacist**
An individual, who is duly licensed as a Pharmacist by:
- The State Board of Pharmacy; or
- Other governing body having jurisdiction.

An individual, who also is:
- Employed by a pharmacy; or
- Associated with a pharmacy.

**Pharmacy and Therapeutics Committee**
A group composed of health care professionals with recognized knowledge and expertise in: Clinically appropriate prescribing, dispensing and monitoring of Outpatient drugs or drug use review, evaluation and intervention.

The membership of the committee consists of at least two-thirds licensed and actively practicing Physicians; and Pharmacists and shall consist of at least one Pharmacist.

**Physician**
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), and is licensed and legally entitled to practice medicine in all its branches, perform Surgery and dispense drugs.

**Plan Administrator**
The person or entity that has discretionary authority or responsibility to control and manage the operation and administration of the Program, as provided in the documents establishing the Program, in accordance with Employee Retirement Income Security Act (ERISA). The Claims Administrator is not the Plan Administrator.

**Plan Of Treatment**
A plan of care which is prescribed in writing by a Professional Provider for the treatment of an injury or illness. The Plan Of Treatment should include goals and duration of treatment, and be limited in scope and extent to that care which is Medically Necessary for the Member's diagnosis and condition.

**Preapproved (Preapproval) (Medical)**
The approval which the Primary Care Physician or Participating Professional Provider must obtain from the Health Benefit Plan to confirm the Health Benefit Plan coverage for certain Covered Services. Such approval must be obtained prior to providing Members with Covered Services or Referrals. Approval will be given by the appropriate Health Benefit Plan staff, under the supervision of the Medical Director. If the Primary Care Physician or Participating Professional Provider is required to obtain a Preapproval, and provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment. Preapproval is not required for a maternity Inpatient Admission. To access a complete list of services that require Preapproval, log onto www.amerihealth.com/preapproval, or the Member can call Customer Service at the phone number listed on the Member's ID card to have the list mailed to the Member.

**Prenotification (Prenotify)**
The requirement that a Member provide prior notice to the Health Benefit Plan that proposed services, such as maternity care, are scheduled to be performed.
- No penalty will be applied for failure to comply with this requirement.
- Payment for services depends on whether the Member and the category of service are covered under this Program.
- To Prenotify, the Member should call the telephone number on the ID card, prior to obtaining the proposed service.

**Prescribe or Prescribed**
To write or give a Prescription Order.

**Prescription Drug**
A Legend Drug or Controlled Substance, which:
- Has been approved by the Food and Drug Administration(FDA) for a specific use; and
- Can, under federal or state law, be dispensed only pursuant to a Prescription Order.

To find out if the Member's Prescription Drug has been approved by the Claims Administrator:
- Call Customer Service at the telephone number shown on the Member's ID Card; or
- Ask the Member's Primary Care Physician to call Provider Services.

**Prescription Drug Copayment (Drug Copay)**
The amount as shown in the ***Schedule Of Covered Services*** charged to the Member by the Participating Pharmacy or Participating Mail Service Pharmacy for the dispensing or refilling of any Prescription Order Or Refill. The Member is responsible at the time of service for payment of the Drug Copay directly to the Participating Pharmacy or Participating Mail Service Pharmacy.

**Prescription Order**
The authorization for:

- A Prescription Drug, or
- Services or supplies prescribed for the diagnosis or treatment of an illness, which are issued by a Primary Care Physician or Participating Provider who is duly licensed to make such an authorization in the ordinary course of their professional practice.

**Prescription Order Or Refill Maximum**
The maximum dollar amount a Member will pay toward Covered Drugs or Supplies per Prescription Drug Order or Refill. The maximum dollar amount that applies is shown in the ***Schedule Of Covered Services***.

**Private Duty Nursing**
Private Duty Nursing is Medically Necessary, complex skilled nursing care provided in the Member's private residence by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN). It provides continuous monitoring and observation of a Member who requires frequent skilled nursing care on an hourly basis. Private Duty Nursing must be ordered by a Professional Provider who is involved in the oversight of the Member's care, in accordance with the Provider's scope of practice.

**Professional Provider**
A person or practitioner with an unrestricted, unsanctioned license, who is licensed, where required, and performing services within the scope of such licensure. Professional Providers include, but are not limited to:
- Audiologist;
- Autism Service Provider;
- Behavioral Specialist;
- Certified Registered Nurse;
- Chiropractor;
- Dentist
- Physician;
- Physician Assistant
- Podiatrist;
- Psychologist
- Independent Clinical Laboratory;
- Licensed Clinical Social Worker;]
- Master's Prepared Therapist;
- Certified Midwife;
- Optometrist;
- Physical Therapist
- Registered Dietitian;
- Speech-Language Pathologist; and
- Teacher of the hearing impaired

**Program**
The benefit plan provided by the Group through an arrangement with the Claims Administrator.

**Prosthetic Devices**
Devices (except dental Prosthetics Devices), which replace all or part of:
- An absent body organ including contiguous tissue; or
- The function of a permanently inoperative or malfunctioning body organ.

**Provider**
Any health care institution, practitioner, or group of practitioners that are licensed to render health care services including, but not limited to:
- Physician;
- Group of Physicians;
- Allied health professional;
- Certified Midwife;
- Hospital;
- Skilled Nursing Facility;
- Rehabilitation Hospital;
- Birthing facility; or
- Home Health Care Provider

In addition, for Mental Health Care and Serious Mental Illness services only, the following are authorized to render mental health care services and are also considered Providers:

- Licensed Clinical Social Worker; and
- A Masters Prepared Therapist.

**Psychiatric Hospital**
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing diagnostic and therapeutic services for the Inpatient treatment of Mental Illness.
- Such services are provided by or under the supervision of an organized staff of Physicians.
- Continuous nursing services are provided under the supervision of a Registered Nurse.

**Psychologist**
A Psychologist who is:
- Licensed in the state in which they practice; or
- Otherwise duly qualified to practice by a state in which there is no Psychologist licensure.

**Qualifying Clinical Trial**
A phase I, II, III, or IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease Or Condition and is described in any of the following:
- Federally funded trials: The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - The National Institutes of Health (NIH);
  - The Centers for Disease Control and Prevention (CDC);
  - The Agency for Healthcare Research and Quality (AHRQ);
  - The Centers for Medicare and Medicaid Services (CMS);
  - Cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA);
  - Any of the following, if the Conditions For Departments are met:
    - The Department of Veterans Affairs (VA);
    - The Department of Defense (DOD); or
    - The Department of Energy (DOE).

- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration (FDA); or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

In the absence of meeting the criteria listed above, the clinical trial must be approved by the Claims Administrator as a Qualifying Clinical Trial.

**Qualified Individual** (for Clinical Trials)
A Member who meets the following conditions:
- The Member is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other Life-Threatening Disease or Condition; and
- Either:
  - The referring health care professional is a health care provider participating in the clinical trial and has concluded that the Member's participation in such trial would be appropriate based upon the individual meeting the conditions described above; or
  - The Member provides medical and scientific information establishing that their participation in such trial would be appropriate based upon the Member meeting the conditions described above.
  -

**Referred (Referral)**
Electronic documentation from the Member's Primary Care Physician that authorizes Covered

Services to be rendered by:
- A Participating Provider or group of Providers; or
- The Provider specifically named on the Referral.

Referred care includes all services provided by a Referred Specialist.

Referrals to Non-Participating Providers must be preapproved by the Claims Administrator.

A Referral:
- Must be issued to the Member prior to receiving Covered Services; and
- Is valid for 90 days from the date of issue for an enrolled Member.

For procedures for obtaining Preapproval for use of a Non- Participating Provider see Access To Primary, Specialist And Hospital Care in the ***General Information*** section.

**Registered Dietitian (RD)**
A dietitian registered by a nationally recognized professional association of dietitians.
- A Registered Dietitian (RD) is a food and nutrition expert who has met the minimum academic and professional requirements to qualify for the credential "RD. "

**Registered Nurse (R.N.)**
A nurse who:
- Has graduated from a formal program of nursing education (diploma school, associate degree or baccalaureate program); and
- Is licensed by the appropriate state authority.

**Rehabilitation Hospital**
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing rehabilitation care services on an Inpatient basis.
- Rehabilitation care services consist of:
  - The combined use of medical, social, educational, and vocational services to enable patients disabled by disease or injury to achieve the highest possible level of functional ability.
- Services are provided by or under:
  - The supervision of an organized staff of Physicians.
- Continuous nursing services are provided:
  - Under the supervision of a Registered Nurse.

**Reliable Evidence**
Peer-reviewed reports of clinical studies that have been designed according to accepted scientific standards such that potential biases are minimized to the fullest extent, and generalizations may be made about safety and effectiveness of the technology outside of the research setting. Studies are to be published or accepted for publication, in medical or scientific journals that meet nationally recognized requirements for scientific manuscripts and that are generally recognized by the relevant medical community as authoritative. Furthermore, evidence-based guidelines from respected professional organizations and governmental entities may be considered Reliable Evidence if generally accepted by the relevant medical community.

**Residential Treatment Facility**
A Facility Provider licensed and approved by the appropriate government agency and approved by the Claims Administrator, which provides treatment for:
- Mental Illness;
- Serious Mental Illness; or

- Alcohol Or Drug Abuse And Dependency to partial, Outpatient or live-in patients who do not require acute Medical Care.

**Respiratory Therapy**
Medically prescribed treatment of diseases or disorders of the respiratory system with:
- Therapeutic gases delivered by inhalation; and
- Vaporized medications delivered by inhalation.

**Respite Care**
Respite care is temporary care that relieves the family and/or caretaker(s) of a Member who is receiving Hospice care. Respite care generally takes place in a Skilled Nursing Facility (SNF).

**Retail Clinics**
Retail Clinics are staffed by certified nurse practitioners trained to diagnose, treat and write prescriptions when clinically appropriate.
- Services are available to treat basic medical needs for Urgent Care.
- Examples of needs are:
  - Sore throat;
  - Ear, eye or sinus infection;
  - Allergies;
  - Minor burns;
  - Skin infections or rashes; and
  - Pregnancy testing

**Rider**
A legal document which modifies the protection of the Group Contract Agreement and this Benefit Booklet either by:
- Expanding, decreasing or defining benefits; or
- Adding or excluding certain conditions from coverage under the Contract and this Benefit Booklet.

**Routine Patient Costs Associated With Qualifying Clinical Trials**
Routine patient costs include all items and services consistent with the coverage provided under this Program that is typically covered for a Qualified Individual who is not enrolled in a clinical trial.

Routine patient costs do NOT include:
- The investigational item, device, or service itself;
- Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Self-Administered Prescription Drug**
A Prescription Drug that can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required. Examples of Self-Administered Prescription Drugs include, but are not limited to:
- Oral drugs;
- Self-Injectable Drugs;
- Inhaled drugs; and
- Topical drugs.

**Self-Injectable Prescription Drug (Self-Injectable Drug)**
A Prescription Drug that:
- Is introduced into a muscle or under the skin by means of a syringe and needle; and

- Can be administered safely and effectively by the patient or caregiver without medical supervision, regardless of whether initial medical supervision and/or instruction is required.

**Serious Mental Illness**
Means any of the following biologically based Mental Illnesses: As defined by the American Psychiatric Association, in the most recent edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual of Mental Disorders (DSM):

- Schizophrenia;
- Bipolar disorder;
- Obsessive-compulsive disorder;
- Major depressive disorder;
- Panic disorder;
- Anorexia nervosa;
- Bulimia nervosa;
- Schizo-affective disorder;
- Delusional disorder; and
- Any other Mental Illness that is considered to be "Serious Mental Illness" by law

Benefits are provided for diagnosis and treatment of these conditions when:
- Determined to be Medically Necessary and
- Provided by a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

Covered Services may be provided on an Outpatient or Inpatient basis.

**Service Area**
The geographical area within which the Claims Administrator is approved to provide access to Covered Services.

**Severe Systemic Protein Allergy**
Means allergic symptoms to ingested proteins of sufficient magnitude to cause:
- Weight loss or failure to gain weight;
- Skin rash;
- Respiratory symptoms; and
- Gastrointestinal symptoms of significant magnitude to cause gastrointestinal bleeding and vomiting.

**Short Procedure Unit**
A unit which is approved by the Claims Administrator and which is designed to handle the following kinds of procedures on an Outpatient basis:
- Lengthy diagnostic procedures; or
- Minor surgical procedures.

In the absence of a Short Procedure Unit these are procedures which would otherwise have resulted in an Inpatient Admission.

**Skilled Nursing Facility**
An institution or a distinct part of an institution, other than one which:
- Is primarily for the care and treatment of tuberculosis, Mental Illness or Alcohol Or Drug Abuse And Dependency;

It is also an institution which:
- Is accredited as a Skilled Nursing Facility or extended care facility by the Joint Commission on Accreditation of Healthcare Organizations; or
- Is certified as a Skilled Nursing Facility or extended care facility under the Medicare Law; or
- Is otherwise acceptable to the Claims Administrator.

**Sleep Studies**
Refers to the continuous and simultaneous monitoring and recording of various physiologic and pathophysiologic sleep parameters. Sleep tests are performed to:
- Diagnose sleep disorders (For example: narcolepsy, sleep apnea, parasomnias);
- Initiate treatment for a sleep disorder; and/or
- Evaluate an individual's response to therapies such as continuous positive airway pressure (CPAP) or bi-level positive airway pressure device (BPAP).

**Sound Natural Teeth**
Teeth that are:
- Stable;
- Functional;
- Free from decay and advanced periodontal disease;
- In good repair at the time of the Accidental Injury/trauma; and
- Are not man-made.

**Specialist Services**
All Professional Provider services providing Medical Care or mental health/Psychiatric care in any generally accepted medical or surgical specialty or subspecialty.

**Specialty Drug**
A medication that meets certain criteria including, but not limited to:
- The drug is used in the treatment of a rare, complex, or chronic disease.
- A high level of involvement is required by a healthcare provider to administer the drug.
- Complex storage and/or shipping requirements are necessary to maintain the drug's stability.
- The drug requires comprehensive patient monitoring and education by a healthcare Provider regarding safety, side effects, and compliance.
- Access to the drug may be limited.
- Some Generic Drugs are included in this category and are subject to the Specialty Drug cost-sharing.

The Claims Administrator reserves the right to determine which Specialty Drug vendors and/or healthcare providers can dispense or administer certain Specialty Drugs.

**Standard Injectable Drug**
A medication that is either injectable or infusible:
- But is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug

Standard Injectable Drugs include, but are not limited to:
- Allergy injections and extractions; and
- Injectable medications such as antibiotics and steroid injections that are administered by a Participating Professional Provider.

**Standing Referral (Standing Referred)**
Electronic documentation from the Claims Administrator that authorizes Covered Services for:
A life-threatening, degenerative or disabling disease or condition.
- The Covered Services will be rendered by the Referred Specialist named in the electronic documentation.
  - The Referred Specialist will have clinical expertise in treating the disease or condition.
- A Standing Referral must be issued to the Member prior to receiving Covered Services.
  - The Member, the Primary Care Physician and the Referred Specialist will be notified in writing of the length of time that the Standing Referral is valid.

- Standing Referred Care includes all primary and Specialist Services provided by that Referred Specialist.

**Subscriber**
The person who is eligible and is enrolled for coverage.

**Surgery**
The performance of generally accepted operative and cutting procedures including:
- Specialized instrumentations;
- Endoscopic examinations; and
- Other invasive procedures.

Payment for Surgery includes an allowance for related Inpatient preoperative and postoperative care.

Treatment of burns, fractures and dislocations are also considered Surgery.

**Therapy Service**
The following services or supplies Prescribed by a Physician and used for the treatment of an illness or injury to promote the recovery of the Member:

- Cardiac Rehabilitation Therapy
  Medically supervised rehabilitation program designed to improve a Member's tolerance for physical activity or exercise.

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells.

- Dialysis
  The treatment that removes waste materials from the body for people with:.
  - Acute renal failure; or
  - Chronic irreversible renal insufficiency.

- Infusion Therapy
  The infusion of:
  - Drug;
  - Hydration; or
  - Nutrition (parenteral or enteral);

  Into the body by a healthcare Provider.

  Infusion therapy includes: All professional services, supplies, and equipment that are required to safely and effectively administer the therapy.

  Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to:
  - Prepare the drug;
  - Administer the infusion; and
  - Monitor the Member.

  The type of healthcare Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- Pulmonary Rehabilitation Therapy

- Radiation Therapy
  The treatment of disease by any of the following, regardless of the method of delivery:
  - X-ray;
  - Gamma ray;
  - Accelerated particles;
  - Mesons;
  - Neutrons;
  - Radium or radioactive isotopes; or
  - Other radioactive substances regardless of the method of delivery.

- Rehabilitation Therapy Services
  Covered therapies include:

  - Occupational

  - Physical
    Medically Prescribed treatment of physical disabilities or impairments resulting from disease, injury, congenital anomaly, or prior therapeutic intervention by the use of therapeutic exercise and other interventions that focus on locomotion, strength, endurance, balance, coordination, joint mobility, flexibility and the functional activities of daily living.

  - Hand

  - Speech
    Medically Prescribed treatment of speech and language disorders due to disease, Surgery, injury, congenital and developmental anomalies, or previous therapeutic processes that result in communication disabilities and/or swallowing disorders.

  - Lymphedema

  - Orthoptic/pleoptic
    Medically Prescribed treatment for the correction of oculomotor dysfunction resulting in the lack of vision depth perception. Such dysfunction results from vision disorder, eye Surgery, or injury. Treatment involves a program which includes evaluation and training sessions.

  - Respiratory Therapy

**Urgent Care**
Urgent care needs are for sudden illness or Accidental injury that require prompt medical attention but are not life-threatening and are not Emergency medical conditions when your Primary Care Physician is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care or Follow-up Care.

**Urgent Care Center**
Participating Facility Provider's designed to offer immediate evaluation and treatment for sudden health conditions and accidental injuries that:
- Require medical attention in a non-emergency situation; and

- That cannot wait to be addressed by the Member's Primary Care Physician's office or Retail Clinic.

Urgent Care is not the same as: Emergency Services (see definition of Urgent Care above).

## IMPORTANT NOTICES

**Regarding Non-Discrimination Rights**

The Member has the right to receive health care services without discrimination:

- based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including sex stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- for medically necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- related to gender transition if such denial or limitation results in discriminating against a transgender individual.

**Rights And Responsibilities**

To obtain a list of Rights and Responsibilities, log onto www.amerihealth.com/members/quality_management/member_rights.html, or the Member can call the Customer Service telephone number listed on their ID Card.

**AMERIHEALTH HMO, INC.**

## 2025 PREVENTIVE SCHEDULE

This schedule is a reference tool for planning your preventive care. It lists items and services required under the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended.

In accordance with the PPACA, this schedule is reviewed and updated periodically based on the recommendations of the U.S. Preventive Services Task Force, Health Resources and Services Administration, U.S. Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, and other applicable laws and regulations. Accordingly, the content of this schedule is subject to change. Your specific needs for preventive services may vary according to your personal risk factors. Your healthcare provider is always your best resource for determining if you are at increased risk for a condition. Some services may require precertification/preapproval. If you have questions about this schedule, precertification/preapproval, or your benefit coverage, please call the Customer Service number on the back of your ID card.

## PREVENTIVE CARE SERVICES FOR ADULTS

| **VISITS** | |
|---|---|
| Preventive exams<br><br>Services that may be provided during the preventive exam include but are not limited to the following:<br>• High blood pressure screening<br>• Behavioral counseling for skin cancer prevention<br>• Obesity screening<br>• Unhealthy drug use screening | One exam annually for all adults |
| **SCREENINGS** | |
| Abdominal aortic aneurysm (AAA) screening | Once in a lifetime for asymptomatic males ages 65 to 75 years with a history of smoking |
| Anxiety Screening | Adults ages 64 years or younger |
| Colorectal cancer screening | Adults ages 45 to 75 years using any of the following tests:<br>• Fecal occult blood testing: once a year<br>• Highly sensitive fecal immunochemical testing: once a year<br>• Flexible sigmoidoscopy: once every 5 years<br>• CT colonography: once every 5 years<br>• Stool DNA testing: once every 3 years<br>• Colonoscopy: once every 10 years |
| Depression and suicide risk screening | All adults |
| Hepatitis B virus (HBV) screening | All asymptomatic adults at high risk for HBV infection |

| | |
|---|---|
| Hepatitis C virus (HCV) screening | All asymptomatic adults ages 18 years to 79 years |
| High blood pressure screening | Adults ages 18 years or older with increased risk once a year<br><br>Adults ages 18 to 39 years with no other risk factors once every 3 to 5 years<br><br>Adults ages 40 years or older once a year |
| Human immunodeficiency virus (HIV) screening | All adults |
| Latent tuberculosis infection screening | Asymptomatic adults ages 18 years or older at increased risk for tuberculosis |
| Lipid disorder screening | Adults 40 years or older once every 4 years |
| Lung cancer screening | Adults ages 50 to 80 years who have a 20 pack-year smoking history and currently smoke or have quit within the past 15 years |
| Prediabetes and type 2 diabetes mellitus screening and intensive counseling interventions | Abnormal blood glucose and type 2 diabetes screening for adults ages 35 to 70 years who are overweight or obese<br><br>Intensive behavioral counseling interventions for individuals ages 35 to 70 years who are overweight or obese with abnormal blood glucose up to 32 sessions per year |
| Syphilis infection screening | All adults at increased risk for syphilis infection |
| Unhealthy alcohol use screening and behavioral counseling interventions | Screening for all adults not diagnosed with alcohol abuse or dependence or not seeking treatment for alcohol abuse or dependence<br><br>Behavioral counseling in a primary care setting for individuals with a positive screening result |
| **THERAPY AND COUNSELING** | |
| Behavioral counseling for prevention of sexually transmitted infections | All sexually active adults |
| Behavioral interventions for weight loss to prevent obesity-related morbidity and mortality | Behavioral intervention for adults with a body mass index (BMI) of 30 $kg/m^2$ or higher |
| Exercise interventions for the prevention of falls | Community-dwelling adults age 65 years and older with an increased risk of falls |
| Behavioral counseling interventions to promote a healthful diet and physical activities for cardiovascular disease prevention | Adults diagnosed as overweight or obese with known cardiovascular disease risk factors |
| Nutritional counseling for weight management | 6 visits per year for all individuals<br><br>Adults with behavioral health conditions that impact weight or nutritional status |
| Tobacco use counseling | All adults who use tobacco products |
| Work-up and follow-up services for pre-exposure prophylaxis for the prevention of HIV | Adults at high risk for HIV infection |

| MEDICATIONS | |
|---|---|
| Pre-exposure prophylaxis for the prevention of HIV infection | Adults at high risk for HIV infection |
| Prescription bowel preparation | Adults 45 years and older when used in conjunction with a preventive colorectal cancer screening procedure, i.e., flexible sigmoidoscopy, colonoscopy, virtual colonoscopy |
| Statins for the primary prevention of cardiovascular disease | Adults ages 40 to 75 with no history of cardiovascular disease, with one or more risk factor for cardiovascular disease and a 10-year cardiovascular disease event risk of greater than 10% |
| Tobacco cessation medication | All adults who use tobacco products |

| IMMUNIZATIONS |
|---|
| Adult Immunization Schedule: https://www.cdc.gov/vaccines/schedules/downloads/adult/adult-combined-schedule.pdf |

**PREVENTIVE CARE SERVICES FOR FEMALES, INCLUDING PREGNANT FEMALES**

| **VISITS** | |
|---|---|
| Prenatal Care Visits<br><br>Services that may be provided during the prenatal care visits include, but are not limited to the following:<br>• Preeclampsia Screening | For all pregnant females |
| Postpartum Care Visit | For all postpartum females |
| Well-woman visits<br><br>Services that may be provided during the well-woman visit include but are not limited to the following:<br>• BRCA-related cancer risk assessment<br>• Counseling for the prevention of obesity<br>• Discussion of chemoprevention for breast cancer<br>• Instruction on fertility awareness-based methods, including the lactation amenorrhea method<br>• Intimate partner violence screening<br>• Primary care interventions to promote and support breastfeeding<br>• Recommended preventive preconception and prenatal care services<br>• Urinary incontinence Screening | At least annually |
| **SCREENINGS** | |
| Anxiety Screening | All females |
| Bacteriuria screening | All asymptomatic pregnant females at 12 to 16 weeks' gestation or at the first prenatal visit, if later |
| Behavioral counseling for prevention of sexually transmitted infections | All sexually active adolescents and adults |
| BRCA-related cancer risk assessment, genetic counseling, and BRCA mutation testing | Genetic counseling for asymptomatic females with an ancestry associated with BRCA gene mutations, personal history or family history of a BRCA-related cancer<br><br>BRCA mutation testing, as indicated, following genetic counseling |
| Breast cancer screening<br>(2D or 3D mammography) | All females ages 40 years and older |

| | |
|---|---|
| Cervical cancer screening (Pap test) | Ages 21 to 65: Every 3 years<br>Ages 30 to 65: Every 5 years with a combination of Pap test and human papillomavirus (HPV) testing, for those who want to lengthen the screening interval |
| Chlamydia and Gonorrhea screening | Sexually active females ages 24 years and younger or older sexually active females who are at increased risk for infection |
| Counseling interventions to prevent perinatal depression | Pregnant or postpartum females at increased risk for perinatal depression without a current diagnosis of depression<br><br>20 sessions over a 70-week period |
| Diabetes screening after pregnancy | Females with a history of gestational diabetes who are currently not pregnant and who have not been previously diagnosed with type 2 diabetes mellitus |
| Depression and suicide risk screening | All pregnant and postpartum females |
| Gestational diabetes mellitus screening | Asymptomatic pregnant females after 24 weeks of gestation or at the first prenatal visit for pregnant females identified to be at high risk for diabetes |
| Hepatitis B virus (HBV) screening | All pregnant females or asymptomatic adolescents and adults at high risk for HBV infection |
| Human immunodeficiency virus (HIV) screening | All pregnant females<br><br>All individuals ages 15 years and older<br><br>All children under age 15 years at increased risk of infection |
| Human papillomavirus (HPV) screening | Ages 30 years and older: Every 5 years<br><br>Ages 30 to 65 years: Every 5 years with a combination of Pap test and HPV testing, for those that want to lengthen the screening interval |
| Osteoporosis (bone mineral density) screening | Every 2 years for females younger than age 65 years who are at increased risk for osteoporosis<br><br>Every 2 years for females ages 65 years and older without a history of osteoporotic fracture or without a history of osteoporosis secondary to another condition |
| RhD incompatibility screening | All pregnant females and follow-up testing for females at higher risk |
| Syphilis screening | All pregnant females at first prenatal visit<br><br>For high-risk pregnant females, repeat testing in the third trimester and at delivery<br><br>Females at increased risk for syphilis infection |
| Tobacco use counseling | All pregnant females who smoke tobacco products |

| | |
|---|---|
| Unhealthy alcohol use screening and behavioral counseling interventions | Screening for all pregnant females<br><br>Behavioral counseling in a primary care setting with a positive screening result |

| **MEDICATIONS** | |
|---|---|
| Breast cancer chemoprevention | Asymptomatic females ages 35 years and older without a prior diagnosis of breast cancer, ductal carcinoma in situ, or lobular carcinoma in situ, who are at high risk for breast cancer and at low risk for adverse effects from breast cancer chemoprevention |
| Folic acid | Daily folic acid supplements for all females planning for or capable of pregnancy |
| Low-dose aspirin | Aspirin for pregnant females who are at high risk for preeclampsia after 12 weeks of gestation |
| **MISCELLANEOUS** | |
| Breastfeeding supplies/support/counseling | Comprehensive lactation support/counseling for all pregnant women and during the postpartum period<br><br>Breastfeeding supplies |
| Reproductive education and counseling, contraception, and sterilization | All females with reproductive capacity |

**PREVENTIVE CARE SERVICES FOR CHILDREN**

| **VISITS** | |
|---|---|
| Pediatric prenatal exams | All expectant parents for the purpose of establishing a pediatric medical home |
| Preventive exams<br><br>Services that may be provided during the preventive exam include but are not limited to the following:<br>• Behavioral counseling for skin cancer prevention<br>• Blood pressure screening<br>• Congenital heart defect screening<br>• Counseling and education provided by healthcare providers to prevent initiation of tobacco use<br>• Developmental surveillance<br>• Dyslipidemia risk assessment<br>• Hearing risk assessment for children 29 days or older<br>• Height, weight, and body mass index measurements<br>• Obesity screening<br>• Oral health risk assessment<br>• Risk assessment of sudden cardiac arrest and sudden cardiac death | All children up to age 21 years, with preventive exams provided at:<br>• 3-5 days after birth<br>• By 1 month<br>• 2 months<br>• 4 months<br>• 6 months<br>• 9 months<br>• 12 months<br>• 15 months<br>• 18 months<br>• 24 months<br>• 30 months<br>• 3 years-21 years: annual exams |
| **SCREENINGS** | |
| Alcohol, tobacco, and drug use screening and behavioral counseling intervention | Annually for all children ages 11 years and older<br><br>Annual behavioral counseling in a primary care setting for children with a positive screening result for drug or alcohol use/misuse |
| Anxiety screening | For children ages 8 years and older |
| Autism and developmental screening | All children |
| Behavioral/social/emotional screening | All children |
| Bilirubin screening | All newborns |
| Chlamydia screening | All sexually active children up to age 21 years |
| Depression and suicide risk screening | Annually for all children ages 12 years to 21 years |
| Dyslipidemia screening | Following a positive risk assessment or in children where laboratory testing is indicated |
| Gonorrhea screening | All sexually active children up to age 21 years |
| Hearing screening for newborns | All newborns |
| Hearing screening for children 29 days or older | Following a positive risk assessment or in children where hearing screening is indicated |

| | |
|---|---|
| Hepatitis B virus (HBV) screening | All asymptomatic adolescents at high risk for HBV infection |
| Human immunodeficiency virus (HIV) screening | All children |
| Iron deficiency screening | All children |
| Lead poisoning screening | All children at risk of lead exposure |
| Newborn screening panel (for example, congenital hypothyroidism, hemoglobinopathies {sickle cell disease}, phenylketonuria {PKU}) | All newborns |
| Syphilis screening | All sexually active children up to age 21 years |
| Vision screening | All children up to age 21 years |
| **ADDITIONAL SCREENING SERVICES AND COUNSELING** | |
| Behavioral counseling for prevention of sexually transmitted infections | Semiannually for all sexually active adolescents |
| Nutritional Counseling for Weight Management | 6 visits per year for all individuals<br><br>Adults with behavioral health conditions that impact weight or nutritional status |
| Obesity screening and behavioral counseling | Screening is part of the preventive exam for children ages 6 years and older.<br><br>Behavioral counseling for children ages 6 years and older with an age- and sex-specific body mass index (BMI) in the 95$^{th}$ percentile or greater |
| **MEDICATIONS** | |
| Fluoride | Oral fluoride for children ages 6 months to 16 years whose water supply is deficient in fluoride |
| Prophylactic ocular topical medication for gonorrhea | All newborns within 24 hours after birth |
| **MISCELLANEOUS** | |
| Fluoride varnish application | Every 3 months for all infants and children starting at age of primary tooth eruption to age 5 years |
| Tuberculosis testing | All children up to age 21 years |

| **IMMUNIZATIONS (NOTE: FOR AGE 19 TO 21 YEARS, REFER TO THE ADULT SCHEDULE LISTED ABOVE)** |
|---|
| Children Immunization Schedule: https://www.cdc.gov/vaccines/schedules/downloads/child/0-18yrs-child-combined-schedule.pdf |

# *AmeriHealth Point-of-Service Health Benefits Program*

Self-Referred Benefits for the AmeriHealth Point-of-Service plan
For Referred benefits, please refer to the AmeriHealth Benefit Booklet

**COMPREHENSIVE MAJOR MEDICAL HEALTH BENEFITS GROUP BENEFIT BOOKLET**

Administered by

**QCC Insurance Company**
(Called "the Claims Administrator")
A Pennsylvania Corporation
Located at
1901 Market Street
Philadelphia, PA 19103

Your health benefits are entirely funded by your employer. QCC Insurance Company provides administrative and claims payment services only

**Language Assistance Services**

**Spanish:** ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

**Chinese:** 注意：如果您讲中文，您可以得到免费的语言协助服务。致电 1-800-275-2583。

**Korean:** 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

**Portuguese:** ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

**Gujarati:** સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કૉલ કરો.

**Vietnamese:** LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

**Russian:** ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

**Polish** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

**Italian:** ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

**Arabic:**
ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

**Telugu:** శ్రద్ధ పెట్టండి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషాసహాయక సేవలు ఉచితంగాలభిస్తాయి. 1-800-275-2583 (TTY: 711) కు కాల్ చేయండి.

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

**French:** ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

**Pennsylvania Dutch:** BASS UFF: Wann du Pennsylvania Deitsch schwetzscht, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

**Hindi:** ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

**Japanese:** 備考：母国語が日本語の方は、言語アシスタンスサービス（無料）をご利用いただけます。1-800-275-2583へお電話ください。

**Persian (Farsi):**
توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

**Navajo:** Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh. Hódíílnih koji' 1-800-275-2583.

**Urdu:**
توجہ درکارہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں۔ کال کریں 1-800-275-2583.

**Mon-Khmer, Cambodian:** សូមមេត្តាចាប់អារម្មណ៍៖ ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Taglines as of 11/4/2024

**Discrimination is Against the Law**

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - — Qualified sign language interpreters
  - — Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
  - — Qualified interpreters
  - — Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: civilrightscoordinator@1901market.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at **http://www.hhs.gov/ocr/office/file/index.html**.

This notice is available at the following website: **https://www.healthinsurancehosting.com/notices**.

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## INTRODUCTION

Thank you for joining QCC Insurance Company (the Claims Administrator). Our goal is to provide Members with access to quality health care coverage. This Benefit Booklet is a summary of the Members benefits and the procedures required in order to receive the benefits and services to which Members are entitled. Members' specific benefits covered by the Claims Administrator are described in the ***Description of Covered Services*** section of this Benefit Booklet. Benefits, exclusions and limitations appear in the ***Exclusions – What Is Not Covered*** and the ***Schedule of Covered Services*** sections of this Benefit Booklet.

Please remember that this Benefit Booklet is a summary of the provisions and benefits provided in the Program selected by the Member's Group. Additional information is contained in the Group Program Document available through the Member's Group benefits administrator. The information in this Benefit Booklet is subject to the provisions of the Group Program Document. If changes are made to the Members Group's Program, the Member will be notified by the Members Group benefits administrator. Group Program Document changes will apply to benefits for services received after the effective date of change.

If changes are made to this Program, the Member will be notified. Changes will apply to benefits for services received on or after the effective date unless otherwise required by applicable law. The effective date is the *later* of:

- The effective date of the change;
- The Members Effective Date of coverage; or
- The Group Program Document anniversary date coinciding with or next following that service's effective date.

Please read the Benefit Booklet thoroughly and keep it handy. It will answer most questions regarding the Claims Administrator's procedures and services. **If Members have any other questions, they should call the Claims Administrator's Customer Service Department ("Customer Service") at the telephone number shown on the Members Identification Card ("ID Card").**

Any rights of a Member to receive benefits under the Group Program Document and Benefit Booklet are personal to the Member and may not be assigned in whole or in part to any person, Provider or entity, nor may benefits be transferred, either before or after Covered Services are rendered. However, a Member can assign benefit payments to the custodial parent of a Dependent covered under the Group Program Document and Benefit Booklet, as required by law.

See ***Important Notices*** section for updated language and coverage changes that may affect this Benefit Booklet.

# Your Costs

| | |
|---|---|
| **Benefit Period** | Calendar Year (1/1 - 12/31) |
| | **SELF-REFERRED** |
| **Program Deductible** | |
| Individual | $1,500 |
| Family | $3,000* |

* In each Benefit Period, it will be applied to all family members covered under a Family Coverage. A Deductible will not be applied to any covered family member once that covered family member has satisfied the individual Deductible, or the family Deductible has been satisfied for all covered family members combined.

| | |
|---|---|
| **Coinsurance** | 30% for Covered Services, except as otherwise specified in the ***Schedule of Covered Services***. |
| **Out-of-Pocket Limit** | |
| Individual | $6,000 |
| Family | $12,000 |

*Note for Out-Of-Pocket Limit shown above:* When a Member Incurs the level of Self-Referred Out-of-Pocket expenses listed above of Coinsurance expense in one Benefit Period for Self-Referred Covered Services, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. After the Family Self-Referred Out-of-Pocket Limit amount has been met for Covered Services by Members under the same Family Coverage in a Benefit Period, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. However, no family member will contribute more than the individual Self-Referred Out-of-Pocket amount. Out-of-Pocket expenses Incurred for Covered Services provided by a Participating Provider count toward the Referred Out-of-Pocket Limit. The Self-Referred dollar amounts specified shall not include any expense Incurred for any Deductible, Penalty or Copayment amount.

| | |
|---|---|
| **Lifetime Maximum** | Unlimited |

## SCHEDULE OF COVERED SERVICES

This ***Schedule of Covered Services*** is an overview of the benefits you are entitled to. More details can be found in the ***Description of Covered Services*** section.

Subject to the exclusions, conditions and limitations of this Program, a Member is entitled to benefits for the Covered Services described in this ***Schedule of Covered Services*** during a Benefit Period, subject to any Copayment, Deductible, Coinsurance, Out-of-Pocket Limit or Lifetime Maximum. The percentages for Coinsurance and Covered Services shown in this ***Schedule of Covered Services*** are not always calculated on actual charges. For an explanation on how Coinsurance is calculated, see the "Covered Expense" definition in the ***Important Definitions*** section.

Some Covered Services must be Precertified before the Member receives the services. Failure to obtain a required Precertification for a Covered Service could result in a reduction of benefits. More information on Precertification is found in the ***General Information*** section.

| BENEFIT | SELF-REFERRED |
|---|---|
| **Acupuncture**[4] | 10%, after Deductible |
| *Note for Acupuncture shown above:* Benefit Period Maximum: 18 visits | |
| **Alcohol Or Drug Abuse And Dependency**[3] | |
| Inpatient Hospital Detoxification and Rehabilitation | 30%, after Deductible* |
| Hospital and Non-Hospital Residential Care | 30%, after Deductible* |
| Outpatient Treatment | |
| Office Visit | 30%, after Deductible |
| All Other | 30%, after Deductible |
| Telebehavioral Health | 30%, after Deductible |

* Benefit Period Maximum: 120 Inpatient days. This maximum is combined for all Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits.

| BENEFIT | SELF-REFERRED |
|---|---|
| **Ambulance Services/Transport**[4] | |
| Emergency | None, Deductible does not apply |
| Non-Emergency | 30%, after Deductible |
| **Autism Spectrum Disorders**[4] | Same cost-sharing as any other medical service within the applicable medical service (For example, Therapy Services, Diagnostic Services, etc.) |
| *Note for Autism Spectrum Disorders shown above:*<br>Benefit Period Maximums and visit limits do not apply<br>If this Program does not provide coverage for prescription drugs, Autism Spectrum Disorders medications are covered less the applicable Coinsurance per 30 day prescription order:<br>Generic Coinsurance - 30% Brand Coinsurance - 30%<br>Deductible does not apply | |
| **Blood**[3] | 30%, after Deductible |
| **Colorectal Cancer Screening**[4] | 30%, after Deductible |
| **Day Rehabilitation Program**[4] | 30%, after Deductible |
| *Note for Day Rehabilitation Program shown above:* Benefit Period Maximum: 30 visits | |

| BENEFIT | SELF-REFERRED |
|---|---|
| **Diabetes Management Program (Managed by Livongo Health, Inc.)[4]** | Not Covered |
| **Diabetic Equipment And Supplies[4]** | 30%, after Deductible |
| **Diagnostic Services[4]** | 30%, after Deductible |
| **Durable Medical Equipment And Consumable Medical Supplies[4]** | 30%, after Deductible |
| *Note for Durable Medical Equipment And Consumable Medical Supplies shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| **Emergency Care Services[4]** | $200 Copayment per visit (waived if admitted), Deductible does not apply |
| **Home And Office Visits/Retail Clinics[1]** | 30%, after Deductible |
| **Home Health Care[4]** | 30%, after Deductible |
| **Hospice Services[3]** | 30%, after Deductible |
| *Note for Hospice Services shown above:* Respite Care: Maximum of seven days every six months | |

| BENEFIT | SELF-REFERRED |
|---|---|
| **Hospital Services**[2] | |
| Facility Charge | 30%, after Deductible* |
| Professional Charge | 30%, after Deductible |
| * Benefit Period Maximum: 120 Inpatient days. This maximum is combined for all Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. | |
| **Immunizations**[1] | 30%, Deductible does not apply |
| **Injectable Medications**[4] | 30%, after Deductible |
| **Laboratory and Pathology Tests**[4] | 30%, after Deductible |
| **Maternity/OB-GYN/Family Services**[3] | |
| **Elective Abortions** | |
| Professional Service | 30%,, after Deductible |
| Outpatient Facility Charges | 30%, after Deductible |
| **Maternity/Obstetrical Care** | |
| Professional Service | 30%, after Deductible |
| Facility Service: Inpatient/Birthing Center | 30%, after Deductible |
| **Newborn Care** | 30%, after Deductible |
| **Medical Care**[2] | 30%, after Deductible |

| BENEFIT | SELF-REFERRED |
|---|---|
| **Medical Foods And Nutritional Formulas[4]** | 30%, Deductible does not apply |
| **Mental Health/Psychiatric Care[3]** | |
| Inpatient | 30%, after Deductible* |
| Outpatient | |
| Office Visit | 30%, after Deductible |
| All Other | 30%, after Deductible |
| Telebehavioral Health | 30%, after Deductible |
| * Benefit Period Maximum: 120 Inpatient days. This maximum is combined for all Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. | |
| **Methadone Treatment[4]** | 30%, after Deductible |
| **Nutrition Counseling[1]** | 30%, after Deductible |
| *Note for Nutrition Counseling shown above:* Benefit Period Maximum: 6 visits. Benefit Period Maximum does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| **Orthotics[4]** | 30%, after Deductible |
| *Note for Orthotics shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| **Preventive Care - Adult[1]** | 30%, Deductible does not apply |
| **Preventive Care - Pediatric[1]** | 30%, Deductible does not apply |
| **Private Duty Nursing Services[4]** | 30%, after Deductible |
| **Prosthetic Devices[4]** | 30%, after Deductible |
| *Note for Prosthetic Devices shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| **Skilled Nursing Facility Services[2]** | 30%, after Deductible |
| **Smoking Cessation[1]** | 30%, after Deductible |

| BENEFIT | SELF-REFERRED |
|---|---|
| **Spinal Manipulation Services[4]** | 30%, after Deductible |
| **Surgical Services[3]** | |
| Outpatient Facility Charge | 30%, after Deductible |
| Outpatient Professional Charge | 30%, after Deductible |
| Assistant Surgeon | 30%, after Deductible |
| Outpatient Anesthesia | 30%, after Deductible |
| *Note for Outpatient Anesthesia shown above:* Services administered by a nurse anesthetist not employed by a Professional Provider are paid at 50% | |
| Second Surgical Opinion | 30%, after Deductible |
| *Note for Surgical Services shown above:* If more than one surgical procedure is performed by the same Professional Provider during the same operative session, the Claims Administrator will pay 100% of the Covered Service for the highest paying procedure and 50% of the Covered Services for each additional procedure. Cost-sharing does not apply to Outpatient Surgery services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| **Therapy Services[4]** | |
| Cardiac Rehabilitation Therapy, Occupational Therapy, Physical Therapy, Respiratory Therapy and Speech Therapy | 30%, after Deductible |
| Chemotherapy | 30%, after Deductible |
| *Note for Chemotherapy shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| Dialysis | 30%, after Deductible |
| *Note for Dialysis shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| Infusion Therapy | 30%, after Deductible |
| *Note for Infusion Therapy shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |
| Orthoptic/Pleoptic Therapy | 30%, after Deductible |
| Radiation Therapy | 30%, after Deductible |
| *Note for Radiation Therapy shown above:* Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency | |

| BENEFIT | SELF-REFERRED |
|---|---|
| **Transplant Services**[3] | |
| Inpatient Facility Charges | 30%, after Deductible |
| Outpatient Facility Charges | 30%, after Deductible |
| **Urgent Care Centers**[4] | 30%, after Deductible |
| **Virtual Care Services**[4] | |
| Telemedicine Visit (Vendor/Virtual Provider) | Not Covered |
| Teledermatology | Not Covered |
| Telebehavioral Health | Not Covered |
| **Women's Preventive Care**[1] | 30%, Deductible does not apply |

(1) Located in the Primary & Preventive Care Section of the ***Description of Covered Services***
(2) Located in the Inpatient Section of the ***Description of Covered Services***
(3) Located in the Inpatient/Outpatient Section of the ***Description of Covered Services***
(4) Located in the Outpatient Section of the ***Description of Covered Services***

## DESCRIPTION OF COVERED SERVICES

Subject to the exclusions, conditions and limitations of this Program, a Member is entitled to benefits for the Covered Services described in this ***Description of Covered Services*** section during a Benefit Period, subject to any Copayment, Deductible, Coinsurance, Out-of-Pocket Limit or Lifetime Maximum. These amounts and percentages, and other cost-sharing requirements are specified in the ***Schedule of Covered Services***.

The Member will maximize the benefits available when Covered Services are provided by Participating Providers. The benefits of using these Providers include lower Coinsurance payments, no balance billing and no claim forms. The ***General Information*** section provides more detail regarding these benefits.

Some Covered Services must be Precertified before the Member receives the services. Precertification of services is a vital program feature that reviews Medical Necessity of certain procedures and/or admissions. In certain cases, Precertification helps determine whether a different treatment may be available that is equally effective yet less traumatic. Precertification also helps determine the most appropriate setting for certain services. Failure to obtain a required Precertification for a Covered Service could result in a reduction of benefits. More information on Precertification is found in the ***General Information*** section.

### PRIMARY AND PREVENTIVE CARE

A Member is entitled to benefits for Primary Care and Preventive Care Covered Services when deemed Medically Necessary and billed for by a Provider. Cost-sharing requirements are specified in the ***Schedule of Covered Services***.

"Preventive Care" services generally describe health care services performed to catch the early warning signs of health problems. These services are performed when the Member has no symptoms of disease. "Primary Care" services generally describe health care services performed to treat an illness or injury.

The Claims Administrator reviews the schedule of Covered Services, at certain times. Reviews are based on recommendations from national organizations of:

- Physicians, including pediatricians and internists;
- National independent panels of experts in primary care and prevention;
- National not-for-profit health organizations; and
- Government advisory panels.

Accordingly, the frequency and eligibility of Covered Services are subject to change. A list of Preventive Care Covered Services can be found in the Preventive Schedule document. A complete listing of recommendations and guidelines can be found at https://www.healthcare.gov/preventive-care-benefits/.

The Claims Administrator reserves the right to modify the Preventive Schedule document at any time. However, the Member has to be given a written notice of the change, before the change takes effect.

**Home and Office Visits/Retail Clinics**
The Claims Administrator will provide coverage for Medical Care visits, by a Professional Provider, for any of the following services:
- The examination of an illness or injury;
- The diagnosis of an illness or injury; and
- The treatment of an illness or injury.

For the purpose of this benefit, "Office Visits" include:
- Medical Care visits to a Provider's office;
- Medical Care visits by a Provider to a Member's residence; or
- Medical Care consultations by a Provider on an Outpatient basis.

In addition to Office Visits a Member may receive Medical Care at a Retail Clinic. Retail Clinics are staffed by certified family nurse practitioners, who are trained to diagnose, treat, and write prescriptions when clinically appropriate. Nurse practitioners are supported by a local Physician who is on-call during clinic hours to provide guidance and direction when necessary.

Examples of treatment and services that are provided at a Retail Clinic include, but are not limited to:
- Sore throat;
- Ear, eye, or sinus infection;
- Allergies;
- Minor burns;
- Skin infections or rashes; and
- Pregnancy testing.

**Immunizations**
The Claims Administrator will provide coverage for the following:
- Pediatric immunizations;
- Adult immunizations; and
- The agents used for the immunizations.

All immunizations, and the agents used for them, must conform to the standards set by the *Advisory Committee on Immunization Practices (ACIP) of the Center for Disease Control, U.S. Department of Health and Human Services.*

Pediatric and adult immunization schedules can be found in the Preventive Schedule document.

The benefits for these pediatric immunizations are limited to Members under 21 years of age.

**Nutrition Counseling**
The Claims Administrator will provide coverage for nutrition counseling visits or sessions. However, they need to be performed and billed by any of the following Providers, in an office setting:
- By the Member's Physician;
- By a Specialist; or
- By a Registered Dietitian (RD).

This benefit is in addition to any other nutrition counseling Covered Services described in this Benefit Booklet.

**Preventive Care - Adult**
The Claims Administrator will provide coverage for routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

**Preventive Care - Pediatric**
The Claims Administrator will provide coverage for routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

**Smoking Cessation**
Smoking cessation includes clinical preventive services rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF) as described under the Preventive Services provision of the Patient Protection and Affordable Care Act.

**Women's Preventive Care**
The Claims Administrator will provide coverage for an initial physical examination for pregnant women to confirm pregnancy, screening for gestational diabetes, and other Covered Services, in accordance with the Preventive Schedule document. Covered Services and Supplies include, but are not limited to, the following:

- Routine Gynecological Exam, Pap Smear: Members are covered for one routine gynecological exam each Benefit Period. This includes the following:
  - A pelvic exam and clinical breast exam; and
  - Routine Pap smears.

  These must be done in accordance with the recommendations of the *American College of Obstetricians and Gynecologists*.
- Mammograms: Coverage will be provided for screening mammograms. The Claims Administrator will only provide coverage for benefits for mammography if the following applies:
  - It is performed by a qualified mammography service provider.
  - That service provider is properly certified by the appropriate state or federal agency.
  - That certification is done in accordance with the Mammography Quality Assurance Act of 1992.
- Breastfeeding comprehensive support and counseling from trained providers; access to breastfeeding supplies, including coverage for rental of hospital-grade breastfeeding pumps under Durable Medical Equipment supplier with Medical Necessity review; and coverage for lactation support and counseling provided during postpartum hospitalization, Mother's Option visits, and obstetrician or pediatrician visits for pregnant and nursing women at no cost share to the Member when provided by a Participating Provider.
- Contraception: The Women’s Preventive Services Initiative recommends that adolescent and adult women have access to the full range of female-controlled contraceptives to prevent unintended pregnancy and improve birth outcomes. Contraceptive care should include contraceptive counseling, initiation of contraceptive use, and follow-up care. The full range of contraceptive methods for women currently identified by the U.S. Food and Drug Administration (FDA) include:
  - Sterilization surgery for women;
  - Surgical sterilization implant for women;
  - Implantable rod;
  - IUD copper;
  - IUD with progestin;

- The shot or injection;
- Oral contraceptives (combined pill);
- Oral contraceptives (progestin only, and);
- Oral contraceptives (extended or continuous use);
- The contraceptive patch;
- Vaginal contraceptive rings;
- Diaphragm;
- Contraceptive sponges;
- Cervical caps;
- Female condoms;
- Spermicides;
- Emergency contraception (levonorgestrel); and
- Emergency contraception (ulipristal acetate**]**.

Although all FDA approved contraceptive methods and patient education and counseling, are covered, only certain contraceptive drug options in each category are covered at no cost share to the Member when provided by a Participating Provider. Abortifacients are not considered contraceptives.

If a Member's Physician determines that they require more than one well-women visit annually to obtain all recommended preventive services (based on the women's health status, health needs and other risk factors), the additional visit(s) will be provided without cost-sharing.

## INPATIENT SERVICES

Unless otherwise specified in this Benefit Booklet, services for Inpatient Care are Covered Services when they are:

- Deemed Medically Necessary;
- Provided by a Facility Provider and billed by a Provider; and
- Preapproved by the Claims Administrator.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

### Hospital Services

- Ancillary Services

  The Claims Administrator will provide coverage for all ancillary services usually provided and billed for by Hospitals, except for personal convenience items. This includes, but is not limited to:
  - Meals, including special meals or dietary services, as required by the Member's condition;
  - Use of operating room, delivery room, recovery room, or other specialty service rooms and any equipment or supplies in those rooms;
  - Casts, surgical dressings, and supplies, devices or appliances surgically inserted within the body;
  - Oxygen and oxygen therapy;
  - Anesthesia when administered by a Hospital employee, and the supplies and use of anesthetic equipment;
  - Therapy Services when administered by a person who is appropriately licensed and authorized to perform such services;
  - All drugs and medications (including intravenous injections and solutions);

- For use while in the Hospital;
- Which are released for general use; and
- Which are commercially available to Hospitals.

- Use of special care units, including, but not limited to intensive care units or coronary care units; and
- Pre-admission testing.

- Room and Board

  The Claims Administrator will provide coverage for general nursing care and such other services as are covered by the Hospital's regular charges for accommodations in the following:
  - An average semi-private room, as designated by the Hospital; or a private room, when designated by the Claims Administrator as semi-private for the purposes of this Program in Hospitals having primarily private rooms;
  - A private room, when Medically Necessary;
  - A special care unit, such as intensive or coronary care, when such a designated unit with concentrated facilities, equipment and supportive services is required to provide an intensive level of care for a critically ill patient;
  - A bed in a general ward; and
  - Nursery facilities.

  Benefits are provided up to the number of days specified in the ***Schedule of Covered Services***.

  In computing the number of days of benefits:
  - The Claims Administrator will count the day of the Member's admission; but not the day of the Member's discharge.
  - If the Member is admitted and discharged on the same day, it will be counted as one day.

  The Claims Administrator will only provide coverage for days spent during an uninterrupted stay in a Hospital.

  It will not provide coverage for:
  - Time spent outside of the Hospital, if the Member interrupts the stay and then stay past midnight on the day the interruption occurs; or
  - Time spent in the Hospital after the discharge hour that the Member's attending Physician has recommended that further Inpatient care is not required.

**Medical Care**

The Claims Administrator will provide coverage for Medical Care rendered to the Member, in the following way, except as specifically provided.

It is Medical Care that is rendered:
- By a Professional Provider who is in charge of the case;
- While the Member is an Inpatient in a Hospital, Rehabilitation Hospital or Skilled Nursing Facility; and
- For a condition not related to Surgery, pregnancy, radiation therapy or Mental Illness.

Such care includes Inpatient intensive Medical Care rendered to the Member:

- While the Member's condition requires a Professional Provider's constant attendance and treatment; and
- For a prolonged period of time.

- Concurrent Care
  The Claims Administrator will provide coverage for the following services, while the Member is an Inpatient, when they occur together:
  - Services rendered to the Member by a Professional Provider:
    - Who is not in charge of the case; but
    - Whose particular skills are required for the treatment of complicated conditions.
  - Services rendered to the Member as an Inpatient in a:
    - Hospital;
    - Rehabilitation Hospital; or
    - Skilled Nursing Facility.

  This does not include:
  - Observation or reassurance of the Member;
  - Standby services;
  - Routine preoperative physical examinations;
  - Medical Care routinely performed in the pre- or post-operative or pre- or post-natal periods; or
  - Medical Care required by a Facility Provider's rules and regulations.

- Consultations
  The Claims Administrator will provide coverage for Consultation services when rendered in both of the following ways:
  - By a Professional Provider, at the request of the attending Professional Provider; and
  - While the Member is an Inpatient in a:
    - Hospital;
    - Rehabilitation Hospital; or
    - Skilled Nursing Facility.

  Benefits are limited to one consultation per consultant during any Inpatient confinement.

  Consultations do not include staff consultations which are required by the Facility Provider's rules and regulations.

**Skilled Nursing Facility Services**
The Claims Administrator will provide coverage for a Skilled Nursing Facility:
- When Medically Necessary as determined by the Claims Administrator.
- Up to the Maximum days specified in the ***Schedule of Covered Services***.

The Member must require treatment:
- By skilled nursing personnel;
- Which can be provided only on an Inpatient basis in a Skilled Nursing Facility.

In computing the number of days of benefits:
- The Claims Administrator will count the day of the Member's admission; but not the day of the Member's discharge.
- If the Member is admitted and discharged on the same day, it will be counted as one day.

The Claims Administrator will only provide coverage for days spent during an uninterrupted stay in a Skilled Nursing Facility.

It will not provide coverage for:
- Time spent outside of the Skilled Nursing Facility, if the Member interrupts their stay and then stays past midnight on the day the interruption occurs;
- Time spent if the Member remains past midnight of the day on which the interruption occurred; or
- Time spent in the Skilled Nursing Facility after the discharge hour that the Member's attending Physician has recommended that further Inpatient care is not required.

**INPATIENT/OUTPATIENT SERVICES**

The Member is entitled to benefits for Covered Services while the Member is an Inpatient in a Facility Provider or on an Outpatient basis when both of the following happen:
- Deemed Medically Necessary; and
- Billed for by a Provider.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

**Blood**
The Claims Administrator will provide coverage for the administration of blood and blood processing from donors. In addition, benefits are also provided for:
- Autologous blood drawing, storage or transfusion.
  - This refers to a process that allows the Member to have their own blood drawn and stored for personal use.
  - One example would be self-donation, in advance of planned Surgery.
- Whole blood, blood plasma and blood derivatives:
  - Which are not classified as drugs in the official formularies; and
  - Which have not been replaced by a donor.

**Hospice Services**
The Claims Administrator will provide coverage for palliative and supportive services provided to a terminally ill Member through a Hospice program by a Hospice Provider. This also includes Respite Care.
- Who is eligible: The Member will be eligible for Hospice benefits if both of the following occur:
  - The Member's attending Physician certifies that the Member has a terminal illness, with a medical prognosis of six months or less; and
  - The Member elects to receive care primarily to relieve pain.
- The goal of care and what is included: Hospice Care provides services to make the Member as comfortable and pain-free as possible. This is primarily comfort care, and it includes:
  - Pain relief;
  - Physical care;
  - Counseling; and
  - Other services, that would help the Member cope with a terminal illness, rather than cure it.
- What happens to the treatment of the Member's illness: When the Member elects to receive

Hospice Care:
  - Benefits for treatment provided to cure the terminal illness are no longer provided.
  - The Member can also change their mind and elect to *not* receive Hospice Care anymore.
- How long Hospice care continues: Benefits for Covered Hospice Services shall be provided until whichever occurs first:
  - The Member's discharge from Hospice Care; or
  - The Member's death.
- Respite Care for the Caregiver: If the Member were to receive Hospice Care primarily in the home, the Member's primary caregiver may need to be relieved, for a short period. In such a case, the Claims Administrator will provide coverage for the Member to receive the same kind of care in the following way:
  - On a short-term basis;
  - As an Inpatient; and
  - In a Medicare certified Skilled Nursing Facility.

  This can only be arranged when the Hospice considers such care necessary to relieve primary caregivers in the Member's home.

**Maternity/OB-GYN/Family Services**

- Elective Abortions

  The Claims Administrator will provide coverage for services provided in a Facility Provider that is a Hospital or Birth Center. It also includes services performed by a Professional Provider for the voluntary termination of a pregnancy by a Member, which is a Covered Expense under this Program.

- Maternity/Obstetrical Care

  The Claims Administrator will provide coverage for Covered Services rendered in the care and management of a pregnancy for a Member.
  - Pre-notification - The Claims Administrator should be notified of the need for maternity care within one month of the first prenatal visit to the Physician or midwife.
  - Facility and Professional Services - The Claims Administrator will provide coverage for:
    - Facility services: Provided by a Facility Provider that is a Hospital or Birth Center; and
    - Professional services: Performed by a Professional Provider or certified midwife.
  - Scope of Care - The Claims Administrator will provide coverage for:
    - Prenatal care; and
    - Postnatal care.
  - Type of delivery - Maternity care Inpatient benefits will be provided for:
    - 48 hours for vaginal deliveries; and
    - 96 hours for cesarean deliveries.

  Except as otherwise approved by the Claims Administrator.
  - Home Health Care for Early Discharge: In the event of early post-partum discharge from an Inpatient Admission:
    - Benefits are provided for Home Health Care, as provided for in the Home Health Care benefit.

- Newborn Care
  - A Member's newborn child will be entitled to benefits provided by this Program:
    - From the date of birth up to a maximum of 31 days.
  - Such coverage within the 31 days will include care which is necessary for the treatment

of:
  - Medically diagnosed congenital defects;
  - Medically diagnosed birth abnormalities;
  - Medically diagnosed prematurity; and
  - Routine nursery care.
- Coverage for a newborn may be continued beyond 31 days under conditions specified in the ***General Information*** section of this Benefit Booklet.

**Mental Health/Psychiatric Care**
The Claims Administrator will provide coverage for the treatment of Mental Illness and Serious Mental Illness based on the services provided and reported by the Provider. Upon request, the Claims Administrator will make available the criteria for Medical Necessity determinations made under the Program for Mental Health/Psychiatric Care to any current or potential Member, Dependent or In-Network Provider.

- Regarding the provision of care other than Mental Health/Psychiatric Care: When a Provider renders Medical Care, other than Mental Health/Psychiatric Care, for a Member with Mental Illness and Serious Mental Illness, payment for such Medical Care:
  - Will be based on the Medical Benefits available; and
  - Will not be subject to the Mental Health/Psychiatric Care limitations.

- Inpatient Treatment
  The Claims Administrator will provide coverage, subject to the Benefit Period limitation(s) stated in the ***Schedule of Covered Services***, during an Inpatient Admission for treatment of Mental Illness and Serious Mental Illness.

  Covered Services include treatments such as:
  - Psychiatric visits;
  - Psychiatric consultations;
  - Individual and group psychotherapy;
  - Electroconvulsive therapy;
  - Psychological testing; and
  - Psychopharmacologic management.

- Outpatient Treatment
  The Claims Administrator will provide coverage for Outpatient treatment of Mental Illness and Serious Mental Illness.

  Covered Services include treatments such as:
  - Psychiatric visits;
  - Psychiatric consultations;
  - Individual and group psychotherapy;
  - Licensed Clinical Social Worker visits;
  - Master's Prepared Therapist visits;
  - Telebehavioral Health services;
  - Electroconvulsive therapy;
  - Psychological testing;
  - Psychopharmacologic management; and
  - Psychoanalysis.

- Benefit Period Maximums for Mental Health/Psychiatric Care
  All Inpatient Mental Health/Psychiatric Care for both Mental Illness and Serious Mental Illness are covered up to the Maximum day amount per Benefit Period specified in the ***Schedule of Covered Services***.

**Routine Patient Costs Associated With Qualifying Clinical Trials**
- The Claims Administrator provides coverage for Routine Patient Costs Associated with Participation in a Qualifying Clinical Trial (see the ***Important Definitions*** section).
- To ensure coverage and appropriate claims processing, the Claims Administrator must be notified in advance of the Member's participation in a Qualifying Clinical Trial. Benefits are payable if the Qualifying Clinical Trial is conducted by a Participating Professional Provider, and conducted in a Participating Facility Provider. If there is no comparable Qualifying Clinical Trial being performed by a Participating Professional Provider, and in a Participating Facility Provider, then the Claims Administrator will consider the services by a Non-Participating Provider, participating in the clinical trial, as covered if the clinical trial is deemed a Qualifying Clinical Trial (see ***Important Definitions*** section) by the Claims Administrator.

**Surgical Services**
The Claims Administrator will provide coverage for surgical services provided:
- By a Professional Provider, and/or a Facility Provider
- For the treatment of disease or injury.

Separate payment will not be made for:
- Inpatient preoperative care or all postoperative care normally provided by the surgeon as part of the surgical procedure.

Covered Services also include:
- Congenital Cleft Palate - The orthodontic treatment of congenital cleft palates:
  - That involve the maxillary arch (the part of the upper jaw that holds the teeth);
  - That is performed together with bone graft Surgery; and
  - That is performed to correct bony deficits that are present with extremely wide clefts affecting the alveolus.
- Mastectomy Care - The Claims Administrator will provide coverage for the following when performed after a mastectomy:
  - All stages of reconstruction of the breast on which the mastectomy has been performed;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses and physical complications all stages of mastectomy, including lymphedemas; and
  - Surgery to reestablish symmetry or alleviate functional impairment, including, but not limited to:
    - Augmentation;
    - Mammoplasty;
    - Reduction mammoplasty; and
    - Mastopexy.
- Coverage is also provided for:
  - The surgical procedure performed in connection with the initial and subsequent insertion or removal of Prosthetic Devices (either before or after Surgery) to replace the removed breast or portions of it;

- The treatment of physical complications at all stages of the mastectomy, including lymphedemas. Treatment of lymphedemas is not subject to any benefit Maximum amounts that may apply to "Physical Therapy" services as provided under the subsection entitled "Therapy Services" of this section; and
- Routine neonatal circumcisions, any voluntary surgical procedure for sterilization and any Surgery performed for the reversal of a sterilization procedure.

- Anesthesia
  - The Claims Administrator will provide coverage for the administration of Anesthesia:
    - In connection with the performance of Covered Services;
    - When rendered by or under the direct supervision of a Professional Provider other than the surgeon, assistant surgeon or attending Professional Provider (except an Obstetrician providing Anesthesia during labor and delivery and an oral surgeon providing services otherwise covered under this Benefit Booklet).
  - General Anesthesia, along with hospitalization and all related medical expenses normally Incurred as a result of the administration of general Anesthesia, when rendered in conjunction with dental care provided to Members age seven or under and for developmentally disabled Members when determined by the Claims Administrator to be Medically Necessary and when a successful result cannot be expected for treatment under local Anesthesia, or when a superior result can be expected from treatment under general Anesthesia.

- Assistant at Surgery

  The Claims Administrator will provide coverage for an assistant surgeon's services if:
  - The assistant surgeon actively assists the operating surgeon in the performance of covered Surgery;
  - An intern, resident, or house staff member is not available; and
  - The Member's condition or the type of Surgery must require the active assistance of an assistant surgeon as determined by the Claims Administrator.

  Surgical assistance is not covered when performed by a Professional Provider who themselves performs and bills for another surgical procedure during the same operative session.

- Hospital Admission for Dental Procedures or Dental Surgery

  The Claims Administrator will provide coverage for a Hospital admission in connection with dental procedures or Surgery only when:
  - The Member has an existing non-dental physical disorder or condition; and
  - Hospitalization is Medically Necessary to ensure the Member's health.

  Dental procedures or Surgery performed during such a confinement will only be covered for the services described in "Oral Surgery" and "Assistant at Surgery" provisions.

- Oral Surgery

  The Claims Administrator will provide coverage for Covered Services provided by a Professional Provider and/or Facility Provider for:
  - Orthognathic Surgery - Surgery on the bones of the jaw (maxilla or mandible) to correct their position and/or structure for the following clinical indications only:
    - For accidents: The initial treatment of Accidental Injury/trauma (That is, fractured facial bones and fractured jaws), in order to restore proper function.
    - For congenital defects: In cases where it is documented that a severe congenital defect (That is, cleft palate) results in speech difficulties that have not responded to

non-surgical interventions.
  - For chewing and breathing problems: In cases where it is documented (using objective measurements) that chewing or breathing function is materially compromised (defined as greater than two standard deviations from normal) where such compromise is not amenable to non-surgical treatments, and where it is shown that orthognathic Surgery will decrease airway resistance, improve breathing, or restore swallowing.
- Other Oral Surgery - Defined as Surgery on or involving the teeth, mouth, tongue, lips, gums, and contiguous structures. Covered Service will only be provided for:
  - Surgical removal of impacted teeth which are partially or completely covered by bone;
  - Surgical treatment of cysts, infections, and tumors performed on the structures of the mouth; and
  - Surgical removal of teeth prior to cardiac Surgery, Radiation Therapy or organ transplantation.

To the extent that the Member has available dental coverage, the Claims Administrator reserves the right to seek recovery from the Provider.

The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may, without consent of or notice to any person, release to or obtain from any other organization or person any information, with respect to any person, which the Claims Administrator deems necessary for such purposes. Any person claiming benefits under this Program shall furnish to the Claims Administrator such information as may be necessary to implement this provision.

- Second Surgical Opinion (Voluntary)
  The Claims Administrator will provide coverage for consultations for Surgery to determine the Medical Necessity of an elective surgical procedure.
  - "Elective Surgery" is that Surgery which is not of an Emergency or life threatening nature;
  - Such Covered Services must be performed and billed by a Professional Provider other than the one who initially recommended performing the Surgery.

**Transplant Services**
When a Member is the recipient of transplanted human organs, marrow, or tissues, benefits are provided for all Inpatient and Outpatient transplants, which are beyond the Experimental/Investigative stage. Benefits, are also provided for those services to the Member which are directly and specifically related to the covered transplantation. This includes services for the examination of such transplanted organs, marrow, or tissue and the processing of Blood provided to a Member:

- When both the recipient and the donor are Members, the payment of their respective medical expenses shall be covered by their respective benefit programs.
- When only the recipient is a Member, and the donor has no available coverage or source for funding, benefits provided to the donor will be charged against the recipient's coverage under this Program. The donor benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage, or coverage by the Claims Administrator or any government program. When only the recipient is a Member and the donor has available coverage or a source for funding, the donor must use such coverage or source for funding as no benefits are provided to the donor under this Program.

- When only the donor is a Member, the donor is entitled to the benefits of this Program for all related donor expenses, subject to the following additional limitations:
  - The benefits are limited to only those benefits not provided or available to the donor from any other source for funding or coverage in accordance with the terms of this Program; and
  - No benefits will be provided to the donor recipient.
- If any organ or tissue is sold rather than donated to the Member recipient, no benefits will be payable for the purchase price of such organ or tissue.

**Treatment for Alcohol Or Drug Abuse And Dependency**

- Alcohol Or Drug Abuse And Dependency is a disease that can be described as follows: It is an addiction to alcohol and/or drugs. It is also the compulsive behavior that results from this addiction.
  - This addiction makes it hard for a person to function well with other people.
  - It makes it hard for a person to function well in the work that they do.
  - It will also cause person's body and mind to become quite ill if the alcohol and/or drugs are taken away.
- The Claims Administrator will provide coverage for the care and treatment of Alcohol Or Drug Abuse And Dependency:
  - Provided by a licensed Hospital or licensed Facility Provider or an appropriately licensed behavioral health Provider.
  - Subject to the Maximum shown in the ***Schedule of Covered Services***; and
  - According to the provisions outlined below.
- To Access Treatment for Alcohol Or Drug Abuse And Dependency:
  - Call the behavioral health management company at the phone number shown on the Members ID Card.

Upon request, the Claims Administrator will make available the criteria for Medical Necessity determinations made under the Program for Alcohol Or Drug Abuse And Dependency to any current or potential Member, Dependent or In-Network Provider.

- <u>Inpatient Treatment</u>
  - Inpatient Detoxification
    Covered Services include:
    - Lodging and dietary services;
    - Physician, Psychologist, nurse, certified addictions counselor, Master's Prepared Therapists, and trained staff services;
    - Diagnostic x-rays;
    - Psychiatric, psychological and medical laboratory testing; and
    - Drugs, medicines, use of equipment and supplies.

  - Hospital and Non-Hospital Residential Treatment
    Hospital or Non-Hospital Residential Treatment of Alcohol Or Drug Abuse And Dependency shall be covered on the same basis as any other illness covered under this Program.

    Covered services include:
    - Lodging and dietary services;
    - Physician, Psychologist, nurse, certified addictions counselor and trained staff services;
    - Rehabilitation therapy and counseling;

- Family counseling and intervention;
- Psychiatric, psychological and medical laboratory testing; and
- Drugs, medicines, use of equipment and supplies.

- Outpatient Treatment
  - Covered services include:
    - Diagnosis and treatment of substance abuse, including Outpatient Detoxification by the appropriately licensed behavioral health Provider;
    - Appropriately licensed behavioral health providers including Physician, Psychologist, nurse, certified addictions counselor, Master's Prepared Therapists, and trained staff services;
    - Telebehavioral Health services;
    - Rehabilitation therapy and counseling;
    - Family counseling and intervention;
    - Psychiatric, psychological and medical laboratory testing; and
    - Medication management and use of equipment and supplies.

**OUTPATIENT SERVICES**

Unless otherwise specified in this Benefit Booklet, services for Outpatient Care are Covered Services when:
- Deemed Medically Necessary; and
- Billed for by a Provider.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

**Acupuncture**
The Claims Administrator will provide coverage for Acupuncture up to the limits specified in the ***Schedule of Covered Services*** for all Covered Services.

**Ambulance Services/Transport**
The Claims Administrator will provide coverage for ambulance services. However, these services need to be:
- Medically Necessary as determined by the Claims Administrator; and
- Used for transportation in a specially designed and equipped vehicle that is used only to transport the sick or injured and only when the following applies;
  - The vehicle is licensed as an ambulance, where required by applicable law;
  - The ambulance transport is appropriate for the Member's clinical condition;
  - The use of any other method of transportation, such as taxi, private car, wheel-chair van or other type of private or public vehicle transport would endanger the Member's health or be inappropriate for the Member's medical condition; and
  - The ambulance transport satisfies the destination and other requirements as stated under Regarding Emergency Ambulance transport or Regarding Non-Emergency Ambulance transports.

In addition, the Claims Administrator will provide coverage for services provided by a licensed Emergency services Provider who initiates necessary intervention to evaluate and, if necessary, stabilize the condition of the Member and subsequently determines the Member does not require transport or the Member refuses to be transported. These services must be Medically Necessary as determined by the Claims Administrator.

Benefits are payable for air or sea ambulance transportation only if the Member's condition, and the distance to the nearest facility able to treat the Member's condition, justify the use of an alternative to land transport.

- Regarding Emergency Ambulance transport: The ambulance must be transporting the Member:
  - From the Member's home, or the scene of an accident or Medical Emergency;
  - To the nearest Hospital, or other Emergency Care Facility, that can provide the Medically Necessary Covered Services for the Member's condition.
- Regarding Non-Emergency ambulance transports: Non-Emergency air or ground facility transport may be covered when Medically Necessary as determined by the Claims Administrator (For example, sending facility does not have the required services to effectively treat the Member, such as trauma or burn care). Non-Emergency air or ground transport may be covered to transport the Member back to an In-Network Facility Provider as determined by the Claims Administrator, when:
  - The transfer is Medically Necessary (as determined by the Claims Administrator's definition of Medical Necessity); and
  - The Member's medical condition requires uninterrupted care and attendance by qualified medical staff during transport by ground ambulance, or by air transport when transfer cannot be safely provided by land ambulance.

  Non-Emergency ambulance transports are not provided for family members or companions or for the convenience of the Member, the family, or the Provider treating the Member.

**Autism Spectrum Disorders (ASD)**
The Claims Administrator will provide coverage for the diagnostic assessment and treatment of Autism Spectrum Disorders (ASD) for Members.

Diagnostic assessment is defined as Medically Necessary assessments, evaluations or tests performed in accordance with either of the following:
- A documented diagnosis can be made by a qualified licensed treating Professional Provider including a psychiatrist, pediatrician, pediatric neurologist, family practice Physician, child psychiatrist or Psychologist, psychiatric-behavioral health nurse practitioner consistent with state licensing requirements.
- The documented diagnosis incorporates the results of a validated autism assessment measures. Validated autism assessment measures may be performed by a qualified licensed Professional Provider including master's (For example, social worker, licensed professional counselor), Physicians, Psychologists, certified nurse practitioners, or psychiatric mental health nurse practitioners, as is consistent with state licensing requirements.

Treatment of Autism Spectrum Disorders shall be identified in an ASD Treatment Plan and shall include any Medically Necessary Pharmacy Care, Psychiatric Care, Psychological Care, Rehabilitative Care and Therapeutic Care that is:
- Prescribed, ordered or provided by a licensed Physician, licensed Physician assistant, licensed Psychologist, Licensed Clinical Social Worker or Certified Registered Nurse practitioner;
- Provided by an Autism Service Provider, including a Behavior Specialist; or
- Provided by a person, entity or group that works under the direction of an Autism Service Provider.

An ASD Treatment Plan shall be developed by a licensed Physician or licensed Psychologist pursuant to a comprehensive evaluation or reevaluation performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics. The ASD Treatment Plan may be reviewed by the Claims Administrator once every six months. A more or less frequent review can be agreed upon by the Claims Administrator and the licensed Physician or licensed Psychologist developing the ASD Treatment Plan.

Treatment of Autism Spectrum Disorders will include any of the following Medically Necessary services that are listed in an ASD Treatment Plan developed by a licensed Physician or licensed Psychologist:

- Applied Behavioral Analysis - The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.
- Pharmacy Care - Medications prescribed by a licensed Physician, licensed physician assistant or Certified Registered Nurse practitioner and any assessment, evaluation or test prescribed or ordered by a licensed Physician, licensed physician assistant or Certified Registered Nurse practitioner to determine the need or effectiveness of such medications. If this Program provides benefits for prescription drugs the ASD medications may be purchased at a pharmacy, subject to the cost-sharing arrangement applicable to the prescription drug coverage. If this Program does not provide coverage for prescription drugs, ASD medications may be purchased at a pharmacy, and the Member will be reimbursed at 100% less the applicable Coinsurance amount shown in the ***Schedule of Covered Services***. Benefits are available for up to a 30 day supply.
- Psychiatric Care - Direct or consultative services provided by a Physician who specializes in psychiatry.
- Psychological Care - Direct or consultative services provided by a Psychologist.
- Rehabilitative Care - Professional services and treatment programs, including applied behavioral analysis, provided by an Autism Service Provider to produce socially significant improvements in human behavior or to prevent loss of attained skill or function.
- Habilitative Care - Health care services provided by an Autism Service Provider that help an individual to keep, learn, or improve skills and functioning for daily living.
- Therapeutic Care - Services provided by speech language pathologists, occupational therapists or physical therapists.

Upon full or partial denial of coverage for any Autism Spectrum Disorders benefits, a Member shall be entitled to file an Appeal. The Appeal process will:

- Provide internal review followed by independent external review; and
- Have levels, expedited and standard Appeal time frames, and other terms established by the Claims Administrator consistent with applicable Pennsylvania and federal law.

Appeal filing procedures will be described in notices denying any Autism Spectrum Disorders benefits. Full Appeal process descriptions will be provided after a new Appeal is initiated and can also be obtained at any time by contacting Member Services.

**Colorectal Cancer Screening**

The Claims Administrator will provide coverage for colorectal cancer screening for Symptomatic Members, Nonsymptomatic Members over age 50, and Nonsymptomatic Members under age 50 who are at high risk or increased risk for colorectal cancer. Coverage for colorectal cancer screening must be in accordance with the current American Cancer Society guidelines, and

consistent with approved medical standards and practices. The method and frequency of screening to be utilized shall be:

- Coverage for Symptomatic Members shall include a colonoscopy, sigmoidoscopy or any combination of colorectal cancer screening tests at a frequency determined by a treating Physician.
- Coverage for Nonsymptomatic Members over age 50 shall include, but not be limited to:
  - An annual fecal occult blood test;
  - A sigmoidoscopy, a screening barium enema, or a test consistent with approved medical standards and practices to detect colon cancer, at least once every five years; and
  - A colonoscopy at least once every ten years.
- Coverage for Nonsymptomatic Members under age 50 who are at high or increased risk for colorectal cancer shall include a colonoscopy or any combination of colorectal cancer screening tests.

"Nonsymptomatic Member at high or increased risk" means a Member who poses a higher than average risk for colorectal cancer according to the current American Cancer Society guidelines on screening for colorectal cancer.

"Symptomatic Member" means a Member who experiences a change in bowel habits, rectal bleeding or persistent stomach cramps, weight loss or abdominal pain.

**Consumable Medical Supplies**
The Claims Administrator will provide coverage for the purchase of Consumable Medical Supplies when:

- It is used in the Member's home; and
- It is obtained through a Professional Provider.

**Day Rehabilitation Program**
The Claims Administrator will provide coverage for a Medically Necessary Day Rehabilitation Program when provided by a Facility Provider under the following conditions:

- Intensity of need for therapy: The Member must require intensive Therapy services, such as Physical, Occupational and/or speech Therapy 5 days per week for 4 to 7 hours per day;
- Ability to communicate: The Member must have the ability to communicate (verbally or non-verbally); their needs; they must also have the ability to consistently follow directions and to manage their own behavior with minimal to moderate intervention by professional staff;
- Willingness to participate: The Member must be willing to participate in a Day Rehabilitation Program; and
- Family support: The Member's family must be able to provide adequate support and assistance in the home and must demonstrate the ability to continue the rehabilitation program in the home.

Limitations: This benefit is subject to the limits shown in the ***Schedule of Covered Services***.

**Diabetes Management Program (Managed by Livongo Health, Inc.)**
The Claims Administrator will provide coverage for Diabetes Management Program services, managed by Livongo Health, Inc., to eligible Members. The Claims Administrator identifies Members with a diagnosis of Type I or Type II diabetes, using claims and encounter data, and provides to Livongo Health, Inc. Upon determination of eligibility, the Member will be contacted by Livongo Health, Inc. and invited to join the Diabetes Management Program via direct mail and email communications. The Member will opt into the program by enrolling on a Livongo

Health, Inc. hosted, HIPAA compliant registration website or by calling Livongo Health, Inc. support services.

After sign-up, Livongo Health, Inc. will:
- Process the registration;
- Send a confirmation email; and
- Ship an initial supply of covered products Welcome Kit as further described below.

The Welcome Kit includes the following:
- An U.S. Food and Drug Administration (FDA) approved data enabled blood glucose meter;
- Testing strips to test blood glucose;
- Lancing device;
- Lancets;
- Control solution;
- A carrying case; and
- Mobile application.

The enrolled Member will receive the Welcome Kit shortly after receiving the confirmation email regarding enrollment into the Diabetes Management Program. Enrolled Members will also receive access to the Livongo Health, Inc. member website and mobile application, where they can access the Covered Services as further described below.

While enrolled in the Livongo Health, Inc. Diabetes Management Program, an enrolled Member shall be provided the following Covered Services:
- A personalized portal which enables the enrolled Member to access their Livongo Health, Inc. personal health account, request on-demand supplies, schedule a coaching session and access health summary reports to share with their treating Physician;
- Access to real-time feedback, or Health Nudges, for glucose readings on the blood glucose meter. A Health Nudge is a short, in-the-moment message delivered via the connected blood glucose meter that are meant to engage the enrolled Member on topics beyond their blood glucose checks;
- Access to Livongo Health, Inc.'s wireless, mobile and web-based diabetes management systems and technologies;
- 24 hour, 7 day a week remote monitoring and support by Livongo Health, Inc. through:
  - A toll-free telephone number;
  - Email; and
  - Messaging via web portal;
- Access to one-on-one diabetes education and support with certified Livongo Health, Inc. Coaches (Coaches). Coaches are available to provide individual coaching to enrolled Members via telephone, email or text as requested by the enrolled Member. The following Coaches are available:
  - Diabetes Response Specialist Coach (DRS Coach). DRS Coaches 24 hour, 7 day a week real-time outreach for enrolled Members who have submitted out of range blood glucose values. The DRS Coaches main goal is to ensure that the enrolled Member is stable and taking steps to return blood glucose values to the target range. These interactions are brief and do not include complete diabetes education; and
  - Certified Diabetes Care and Education Specialist (Expert Coaches). Expert Coaches provide individualized interactions to close knowledge and skill gaps, support barrier resolution, build awareness around decision making and empower the enrolled Member to self-manage their condition. Expert Coaches will always refer the enrolled Member to

their treating Physician for any questions that fall outside the scope of practice for an Expert Coach, including, but not limited to:
  - Medication regimen;
  - Medication adjustments;
  - Medication doses; and
  - Medication Changes.
- Livongo Health, Inc. support services including, but not limited to:
  - Blood glucose meter set-up;
  - Technical issues;
  - Blood glucose meter replacement; and
  - General questions.

**Diabetic Education Program**
When prescribed by a Professional Provider legally authorized to prescribe such items under law, the Claims Administrator will provide coverage for diabetes Outpatient self-management training and education, including medical nutrition, for the treatment of:
- Insulin-dependent diabetes;
- Insulin-using diabetes;
- Gestational diabetes; and
- Noninsulin-using diabetes.

When Physician certification must occur: The attending Physician must certify that a Member requires diabetic education on an Outpatient basis, under the following circumstances:
- Upon the initial diagnosis of diabetes;
- Upon a significant change in the Member's symptoms or condition; or
- Upon the introduction of new medication or a therapeutic process in the treatment or management of the Member's symptoms or condition.

Requirements that must be met: Outpatient diabetic education services will be covered when they meet specific requirements.
- These requirements are based on the certification programs for Outpatient diabetic education developed by the American Diabetes Association and the Pennsylvania Department of Health.
- Specific requirements: Outpatient diabetic education services and education program must:
  - Be provided by a Participating Provider; and
  - Be conducted under the supervision of a licensed health care professional with expertise in diabetes, and subject to the requirements of the Claims Administrator.

Covered services include Outpatient sessions that include, but may not be limited to, the following information:
- Initial assessment of the Member's needs;
- Family involvement and/or social support;
- Psychological adjustment for the Member;
- General facts/overview on diabetes;
- Nutrition including its impact on blood glucose levels;
- Exercise and activity;
- Medications;
- Monitoring and use of the monitoring results;
- Prevention and treatment of complications for chronic diabetes, (That is, foot, skin and eye care);
- Use of community resources; and

- Pregnancy and gestational diabetes, if applicable.

**Diabetic Equipment and Supplies**
- Coverage and costs: The Claims Administrator will provide coverage for diabetic equipment and supplies purchased from a Durable Medical Equipment Provider. This is subject to any applicable Deductible, Copayment and/or Coinsurance requirements applicable to Durable Medical Equipment benefits.
- Covered Diabetic Equipment:
  - Blood glucose monitors;
  - Insulin pumps;
  - Insulin infusion devices; and
  - Orthotics and podiatric appliances* for the prevention of complications associated with diabetes.
- Covered Diabetic Supplies:
  - Blood testing strips;
  - Visual reading and urine test strips;
  - Insulin and insulin analogs*;
  - Injection aids;
  - Insulin syringes;
  - Lancets and lancet devices;
  - Monitor supplies;
  - Pharmacological agents for controlling blood sugar levels*; and
  - Glucagon emergency kits.

* **Note:** Insulin and oral agents are not covered as Self-Referred benefits. They are covered as Referred benefits only.

**Diagnostic Services**
The Claims Administrator will provide coverage for the following Diagnostic Services, when ordered by a Professional Provider and billed by a Professional Provider, and/or a Facility Provider:
- Diagnostic x-rays, consisting of radiology, mammograms, ultrasound, and nuclear medicine;
- Diagnostic laboratory and pathology tests.
- Diagnostic medical procedures consisting of ECG, EEG, Sleep Studies, and other diagnostic medical procedures approved by the Claims Administrator.
- Allergy testing, consisting of percutaneous, intracutaneous and patch tests.
- Genetic testing and counseling.
  This includes services provided to a Member at risk for a specific disease that is a result of:
  - Family history; or
  - Exposure to environmental factors that are known to cause physical or mental disorders.

  When clinical usefulness of specific genetic tests has been established by the Claims Administrator, these services are covered for the purpose of:
  - Diagnosis;
  - Screening;
  - Predicting the course of a disease;
  - Judging the response to a therapy;
  - Examining risk for a disease; or
  - Reproductive decision-making.

**Durable Medical Equipment**
The Claims Administrator will provide coverage for the rental or, at the option of the Claims Administrator, the purchase of Durable Medical Equipment when:

- Prescribed by a Professional Provider and required for therapeutic use; and
- Determined to be Medically Necessary by the Claims Administrator.

Although an item may be classified as Durable Medical Equipment it may not be covered in every instance. Durable Medical Equipment, as defined in the ***Important Definitions*** section, that includes equipment that meets the following criteria:

- It is durable and can withstand repeated use. An item is considered durable if it can withstand: repeated use, (That is, the type of item that could normally be rented). Medical Supplies of an expendable nature are not considered "durable" (For example, see the "Non-reusable supplies" provisions of the "Durable Medical Equipment" exclusion of the ***Exclusions - What Is Not Covered*** section of this Program);
- It customarily and primarily serves a medical purpose;
- It is generally not useful to a person without an illness or injury. The item must be expected to make a meaningful contribution to the treatment of the Member's illness, injury, or to improvement of a malformed body part; and
- It is appropriate for home use.

- Replacement and Repair:
  The Claims Administrator will provide coverage for the repair or replacement of Durable Medical Equipment when the equipment does not function properly; and is no longer useful for its intended purpose, in the following limited situations:
  - Due to a change in a Member's condition: When a change in the Member's condition requires a change in the Durable Medical Equipment the Claims Administrator will provide repair or replacement of the equipment;
  - Due to breakage: When the Durable Medical Equipment is broken due to significant damage, defect, or wear, the Claims Administrator will provide repair or replacement only if the equipment's warranty has expired and it has exceeded its reasonable useful life as determined by the Claims Administrator.

  Breakage under warranty: If the Durable Medical Equipment breaks while it is under warranty, replacement and repair is subject to the terms of the warranty. Contacts with the manufacturer or other responsible party to obtain replacement or repairs based on the warranty are the responsibility of:
  - The Claims Administrator in the case of rented equipment; and
  - The Member in the case of purchased equipment.

  Breakage during reasonable useful lifetime: The Claims Administrator will not be responsible if the Durable Medical Equipment breaks during its reasonable useful lifetime for any reason not covered by warranty. (For example, the Claims Administrator will not provide benefits for repairs and replacements needed because the equipment was abused or misplaced.)

  Cost to repair vs. cost to replace: The Claims Administrator will provide benefits to repair Durable Medical Equipment when the cost to repair is less than the cost to replace it. For purposes of replacement or repair of Durable Medical Equipment:
  - Replacement means the removal and substitution of Durable Medical Equipment or one of its components necessary for proper functioning;
  - A repair is a restoration of the Durable Medical Equipment or one of its components to correct problems due to wear or damage or defect.

**Emergency Care Services**

- Benefits for Emergency Care Services provided by a Hospital Emergency Room or other Outpatient Emergency Facility are covered by the Claims Administrator.
- Emergency Care services are Outpatient services and supplies provided by a Hospital or Facility Provider and/or Professional Provider for initial treatment of the Emergency.
- Examples of an Emergency include:
  - Heart attack;
  - Loss of consciousness or respiration;
  - Cardiovascular accident;
  - Convulsions;
  - Severe Accidental Injury; and
  - Other acute medical conditions as determined by the Claims Administrator.

**Note:** Should any dispute arise as to whether an Emergency existed or as to the duration of an Emergency: The determination by the Claims Administrator shall be final.

**Home Health Care**

- Covered Services: The Claims Administrator will provide coverage for the following services when performed by a licensed Home Health Care Provider:
  - Professional services of appropriately licensed and certified individuals;
  - Intermittent skilled nursing care;
  - Physical Therapy;
  - Speech Therapy;
  - Well mother/well baby care following release from an Inpatient maternity stay; and
  - Care within 48 hours following release from an Inpatient Admission when the discharge occurs within 48 hours following a mastectomy.
- Regarding well mother/well baby care: With respect to well mother/well baby care following early release from an Inpatient maternity stay, Home Health Care services must be provided within 48 hours if:
  - Discharge occurs earlier than 48 hours of a vaginal delivery; or
  - Discharge occurs earlier than 96 hours of a cesarean delivery.

  No cost-sharing shall apply to these benefits when they are provided after an early discharge from the Inpatient maternity stay.
- Regarding other medical services and supplies: The Claims Administrator will also provide coverage for certain other medical services and supplies, when provided along with a primary service. Such other services and supplies include:
  - Occupational Therapy;
  - Medical social services; and
  - Home health aides in conjunction with skilled services and other services which may be approved by the Claims Administrator.
- Regarding Medical Necessity: Home Health Care benefits will be provided only when prescribed by the Member's attending Physician, in a written Plan Of Treatment and approved by the Claims Administrator as Medically Necessary.
- Regarding the issue of being confined: There is no requirement that the Member be previously confined in a Hospital or Skilled Nursing Facility prior to receiving Home Health Care.
- Regarding being Homebound: With the exception of Home Health Care provided to a Member, immediately following an Inpatient release for maternity care, the Member must be Homebound in order to be eligible to receive Home Health Care benefits by a Home Health Care Provider.

**Injectable Medications**
The Claims Administrator will provide coverage for injectable medications required in the treatment of an injury or illness when administered by a Professional Provider.

- Specialty Drugs
  - Refer to a medication that meets certain criteria including, but not limited to:
    - The drug is used in the treatment of a rare, complex, or chronic disease;
    - A high level of involvement is required by a healthcare provider to administer the drug;
    - Complex storage and/or shipping requirements are necessary to maintain the drug's stability;
    - The drug requires comprehensive patient monitoring and education by a healthcare provider regarding safety, side effects, and compliance; and
    - Access to the drug may be limited.
  - Specialty Drugs can be categorized into different drug classes, including Gene Replacement Therapies. To obtain a list of Specialty Drugs please logon to https://www.amerihealth.com/members/rx_services/specialty_medical_benefit_drugs.html or call the Customer Service telephone number shown on the Member's Identification Card.
  - Gene Replacement Therapies are eligible for coverage under the medical benefit and require Precertification from the Claims Administrator. The Claims Administrator has an established network of providers to administer Gene Replacement Therapies and can be found at: Gene-based therapies | Get care | AmeriHealth. Gene Replacement Therapies that are eligible for coverage are included on the Precertification list. This list can be found at: https://www.amerihealth.com/providers/policies_guidelines/preapproval/index.html.
  - Dual Coverage
    Coverage and costs: The Claims Administrator will provide coverage for an injectable medication in accordance with Medical Policy coverage criteria and the terms and conditions of this Benefit Booklet. This is subject to any applicable Deductible, Copayment and/or Coinsurance or Precertification requirements:
    - If the drug is covered under the "Injectable Medication" benefit of this Benefit Booklet and is administered by a healthcare Provider in a Hospital Outpatient facility, provider's office, ambulatory (or free-standing) infusion suite, home (through a home infusion vendor), inpatient Hospital, or any other health care facility, this drug is eligible for coverage under the medical benefit:
      - Injectable medications are subject to the cost-share specified in the ***Schedule of Covered Services***.
    - Certain injectable medications may have a different formulation that is deemed eligible for coverage under the prescription drug benefit, if the benefit exists for the drug and if the Member can safely self-administer the drug without the assistance of a healthcare Provider, in accordance with the drug's prescribing information:
      - Self-administered drugs are subject to the cost-sharing associated with the terms of the Member's prescription drug benefit.

    Cost-sharing amounts for a drug that may be eligible for coverage under the Member's medical benefit or prescription drug benefit may vary. Members should discuss these coverage options with their healthcare Provider. Member financial responsibilities (including Deductible, Copayment, and/or Coinsurance) depend on the terms and conditions of the Member's applicable benefit. These terms and conditions are subject to change.
- Standard Injectable Drugs

- Standard Injectable Drugs refer to a medication that is either injectable or infusible, but is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug.
- Standard Injectable Drugs include, but are not limited to:
  - Allergy injections and extractions; and
  - Injectable medications such as antibiotics and steroid injections that are administered by a Professional Provider.
- Self-Administered Prescription Drugs generally are not covered.
- For more information on Self-Administered Prescription Drugs:
  - Please refer to the ***Exclusions - What Is Not Covered*** section.

**Medical Foods and Nutritional Formulas**

- The Claims Administrator will provide coverage for Medical Foods when provided for the therapeutic treatment of inherited errors of metabolism (IEMs) such as:
  - Phenylketonuria;
  - Branched-chain ketonuria;
  - Galactosemia; and
  - Homocystinuria.

  Coverage is provided when administered on an Outpatient basis, either orally or through a tube.

- The Claims Administrator will provide coverage for Nutritional Formulas when the Nutritional Formula is administered through a tube.

- The Claims Administrator will provide coverage for oral elemental formulas for an infant or child suffering from Severe Systemic Protein Allergy, food protein-induced enterocolitis syndrome, eosinophilic disorders, or short-bowel syndrome that do not respond to treatment with standard milk or soy protein formulas and casein hydrolyzed formulas.

- The Claims Administrator will provide coverage for Medical Foods and Nutritional Formulas when provided through a Durable Medical Equipment supplier or in connection with Infusion Therapy as provided for in this Program.

An estimated basal caloric requirement for Medical Foods and Nutritional Formula is not required for those with IEMs, or for when administered through a tube.

**Non-Surgical Dental Services**

The Claims Administrator will provide coverage only for:

- The initial treatment of Accidental Injury/trauma, (That is, fractured facial bones and fractured jaws), in order to restore proper function.

  Restoration of proper function includes the dental services required for the initial restoration or replacement of Sound Natural Teeth, required for the initial treatment for the Accidental Injury/trauma. This includes:
  - The first caps;
  - Crowns;
  - Bridges; and
  - Dentures (but not dental implants).

- The preparation of the jaws and gums required for initial replacement of Sound Natural

Teeth. Injury as a result of chewing or biting is not considered an Accidental Injury. See the exclusion of dental services in the ***Exclusions - What Is Not Covered*** section for more information on what dental services are not covered.

**Orthotics (Devices Used for Support of Bones and Joints)**
The Claims Administrator will provide coverage for:

- The first purchase and fitting: This is the initial purchase and fitting (per medical episode) of orthotic devices which are Medically Necessary as determined by the Claims Administrator. This does not include foot orthotics, unless the Member requires foot orthotics as a result of diabetes.
- Replacements due to growth: The replacement of covered orthotics for Dependent children when required due to natural growth.

**Private Duty Nursing Services**
The Claims Administrator will provide coverage up to the limits specified in the ***Schedule of Covered Services***, if applicable, for Outpatient services for Private Duty Nursing performed by a Licensed Registered Nurse (RN) or a Licensed Practical Nurse (LPN) when ordered by a Physician and which are Medically Necessary as determined by the Claims Administrator.

**Prosthetic Devices**
The Claims Administrator will provide coverage for expenses Incurred for Prosthetic Devices (except dental prostheses) required as a result of illness or injury. Expenses for Prosthetic Devices are subject to medical review by the Claims Administrator to determine eligibility and Medical Necessity.

Such expenses may include, but not be limited to:

- The purchase, fitting, necessary adjustments and repairs of Prosthetic Devices which replace all or part of an absent body organ including contiguous tissue or which replace all or part of the function of an inoperative or malfunctioning body organ;
- The supplies and replacement of parts necessary for the proper functioning of the Prosthetic Device. Except coverage is not available for enhancements or deluxe supplies or convenience features that do not serve or contribute towards any clinically established physiological and/or functional improvements;
- Breast prostheses required to replace the removed breast or portions thereof as a result of mastectomy and prostheses inserted during reconstructive Surgery incident and subsequent to mastectomy; and
- Benefits are provided for the following visual Prosthetics when Medically Necessary and prescribed for one of the following conditions:
  - Initial contact lenses prescribed for treatment of infantile glaucoma;
  - Initial pinhole glasses prescribed for use after Surgery for detached retina;
  - Initial corneal or scleral lenses prescribed:
    - In connection with the treatment of keratoconus; or
    - To reduce a corneal irregularity other than astigmatism;
  - Initial scleral lenses prescribed to retain moisture in cases where normal tearing is not present or adequate; and
  - Initial pair of basic eyeglasses when prescribed to perform the function of a human lens (aphakia) lost as a result of:
    - Accidental Injury;
    - Trauma; or
    - Ocular Surgery.

The repair and replacement provisions do not apply to this item.

Benefits for replacement of a Prosthetic Device or its parts will be provided:
- When there has been a significant change in the Member's medical condition that requires the replacement;
- If the prostheses breaks because it is defective;
- If the prostheses breaks because it exceeds its life expectancy, as determined by the manufacturer; or
- For a Dependent's child due to the normal growth process when Medically Necessary.

The Claims Administrator will provide benefits to repair Prosthetic Devices when the cost to repair is less than the cost to replace it. For purposes of replacement or repair of the prostheses, replacement means the removal and substitution of the prostheses or one of its components necessary for proper functioning. A repair is a restoration of the prostheses or one of its components to correct problems due to wear or damage. However, the Claims Administrator will not provide benefits for repairs and replacements needed because the prostheses was abused or misplaced.

If a Prosthetic Device breaks and is under warranty, it is the responsibility of the Member to work with the manufacturer to replace or repair it.

**Spinal Manipulation Services**
The Claims Administrator will provide coverage for the detection and correction of structural imbalance or dislocation (subluxation) of the Member's spine resulting from, or related to any of the following:
- Distortion of, or in, the vertebral column;
- Misalignment of, or in, the vertebral column; or
- Dislocation (Subluxation) of, or in, the vertebral column.

The detection and correction can be done by: Manual or mechanical means (by hand or machine).

This service will be provided for, up to the limits specified in the ***Schedule of Covered Services*** for spinal manipulations.

**Therapy Services**
The Claims Administrator will provide coverage, subject to the Benefit Period Maximums specified in the ***Schedule of Covered Services***, for the following services prescribed by a Physician and performed by a Professional Provider, a therapist who is registered or licensed by the appropriate authority to perform the applicable therapeutic service, and/or Facility Provider, which are used in treatment of an illness or injury to promote recovery of the Member.

- **Cardiac Rehabilitation Therapy**
  Refers to a medically supervised rehabilitation program designed to improve a patient's tolerance for physical activity or exercise.

- **Chemotherapy**
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells. The cost of these drugs/biologics is covered,

provided if it meets all of the criteria listed below:

- Drugs/biologics are approved by the U.S. Food and Drug Administration (FDA) as antineoplastic agents;
- The FDA approved use is based on reliable evidence demonstrating positive effect on health outcomes and/or the use is supported by the established referenced Compendia identified in the Claims Administrator's policies; and
- Drugs/biologics are eligible for coverage when they are injected or infused into the body by a Professional Provider.

Note: If this Program does not provide coverage for prescription drugs, oral antineoplastic agents are covered as provided under the benefits described above.

- **Dialysis**
  The treatment of acute renal failure or chronic irreversible renal insufficiency for removal of waste materials from the body by hemodialysis, peritoneal dialysis, hemoperfusion, or chronic ambulatory peritoneal dialysis (CAPD), or continuous cyclical peritoneal dialysis (CCPD).

- **Infusion Therapy**
  The infusion of drug, hydration, or nutrition (parenteral or enteral) into the body by a Professional Provider. Infusion therapy includes all professional services, supplies, and equipment that are required to safely and effectively administer the therapy. Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to prepare the drug, administer the infusion, and monitor the Member. The type of Professional Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- **Occupational Therapy**
  Includes treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living. Coverage will also include services rendered by a registered, licensed occupational therapist.

- **Orthoptic/Pleoptic Therapy**
  Includes treatment through an evaluation and training session program for the correction of oculomotor dysfunction as a result of a vision disorder, eye Surgery, or injury resulting in the lack of vision depth perception.

- **Physical Therapy**
  Includes treatment by physical means, heat, hydrotherapy or similar modalities, physical agents, bio-mechanical and neuro-physiological principles, and devices to relieve pain, restore maximum function, and prevent disability following disease, injury, or loss of body part, including the treatment of functional loss following hand and/or foot Surgery.

- **Pulmonary Rehabilitation Therapy**
  Includes treatment through a multidisciplinary program which combines Physical Therapy with an educational process directed towards the stabilization of pulmonary diseases and the improvement of functional status.

- **Radiation Therapy**
  The treatment of disease by x-ray, radium, radioactive isotopes, or other radioactive substances regardless of the method of delivery, including the cost of radioactive materials supplied and billed by the Provider.

- **Speech Therapy**
  Includes treatment for the correction of a speech impairment resulting from disease, Surgery, injury, congenital anomalies, or previous therapeutic processes. Coverage will also include services by a speech therapist.

**Urgent Care Centers**
The Claims Administrator will provide coverage for Urgent Care Centers, when Medically Necessary as determined by the Claims Administrator.

- Urgent Care Centers are designed to offer immediate evaluation and treatment for health conditions that require medical attention:
  - In a non-Emergency situation;
  - That cannot wait to be addressed by the Member's Professional Provider or Retail Clinic.

Cost-sharing requirements are specified in the ***Schedule of Covered Services***.

**Virtual Care Services**

- Services Provided by a contracted vendor
  Virtual care services are provided by contracted vendors who are licensed to provide standard medical assessments, treatments, care and services to patients via the telephone or secure video when a Professional Provider is unavailable or inaccessible. These licensed Providers do not replace an existing Professional Provider relationship but enhances it with an efficient, convenient alternative for non-emergency medical problems. The applicable vendor Provider cost-sharing requirements are specified in the ***Schedule of Covered Services***. The Member will pay the applicable cost-sharing via credit or debit card prior to the consultation.
- Benefits Provided by Professional Provider
  Virtual care services are also covered, when provided by a Professional Provider and subject to the relevant cost-share applicable to that Provider. The Provider's eligibility will be determined by the Claims Administrator in the Claims Administrator's policies, who is licensed in the state where the virtual care service is being offered. Virtual care services are covered when the encounter takes place via a secure Health Insurance Portability and Accountability Act (HIPAA) - compliant interactive audio and video telecommunications system as specified in the Claims Administrator's policies.

## EXCLUSIONS – WHAT IS NOT COVERED

Except as specifically provided in this Benefit Booklet, no benefits will be provided for services, supplies or charges:

**Alternative Therapies/Complementary Medicine**
For Alternative Therapies/Complementary Medicine, including but not limited to:
- Music therapy;
- Dance therapy;
- Equestrian/hippotherapy;
- Homeopathy;
- Primal therapy;
- Rolfing;
- Psychodrama;
- Vitamin or other dietary supplements and therapy;
- Naturopathy;
- Hypnotherapy;
- Bioenergetic therapy;
- Qi Gong;
- Ayurvedic therapy;
- Aromatherapy;
- Massage therapy;
- Therapeutic touch;
- Recreational, wilderness, educational and sleep therapies.

**Ambulance Services/Transport**
For ambulance services/transport except as specifically provided under this Program.

**Assisted Fertilization Techniques**
For assisted fertilization techniques such as, but not limited to, in-vitro fertilization, gamete intra-fallopian transfer (GIFT) and zygote intra-fallopian transfer (ZIFT).

**Autism**
- For the diagnosis and treatment of Autism Spectrum Disorders that is provided through a school as part of an individualized education program.
- For the diagnosis and treatment of Autism Spectrum Disorders that is not included in the ASD Treatment Plan for Autism Spectrum Disorders.

**Benefit Maximums**
For charges Incurred for expenses in excess of Benefit Maximums as specified in the ***Schedule of Covered Services***.

**Cognitive Rehabilitation Therapy**
For Cognitive Rehabilitation Therapy, except when provided integral to other supportive therapies, such as, but not limited to physical, occupational and speech therapies in a multidisciplinary, goal-oriented and integrated treatment program designed to improve management and independence following neurological damage to the central nervous system

caused by illness or trauma (For example: stroke, acute brain insult, encephalopathy).

**Consumable Medical Supplies**
For Consumable Medical Supplies, any item that meets the following criteria is not a covered Consumable Medical Supply and will not be covered:
- The item is for comfort or convenience.
- The item is not primarily medical in nature. Items not covered include, but are not limited to:
  - Ear plugs;
  - Ice pack;
  - Silverware/utensils;
  - Feeding chairs; and
  - Toilet seats.
- The item has features of a medical nature which are not required by the member's condition.
- The item is generally not prescribed by an eligible Provider.

Some examples of not covered Consumable Medical Supplies are:
- Incontinence pads;
- Lamb's wool pads;
- Face masks (surgical);
- Disposable gloves, sheets and bags;
- Bandages;
- Antiseptics; and
- Skin preparations.

**Correctional Facility**
- While a Member is incarcerated in any adult or juvenile penal or correctional facility or institution; or
- Care for conditions that federal, state or local law requires to be treated in a public facility.

**Cosmetic Surgery**
For services and operations for cosmetic purposes
- Which are done to improve the appearance of any portion of the body; and
- From which no improvement in physiologic function can be expected.

However, benefits are payable to correct:
- A condition resulting from an accident; and
- Functional impairment which results from a covered disease, injury or congenital birth defect.

This exclusion does not apply to mastectomy related charges as provided for and defined in the "Surgical Services" section in the ***Description of Covered Services***.

**Cranial Prostheses (Including Wigs)**
For cranial prostheses, including wigs intended to replace hair.

**Dental Care**

- **For dental services related to:**
  - The care, filling, removal or replacement of teeth, including dental implants to replace teeth or to treat congenital anodontia, ectodermal dysplasia or dentinogenesis imperfecta; and
  - The treatment of injuries to or diseases of the teeth, gums or structures directly supporting or attached to the teeth, except as otherwise specifically stated in this Benefit Booklet.
  - Specific services not covered include, but are not limited to (unless otherwise described in this Benefit Booklet):
    - Apicoectomy (dental root resection);
    - Prophylaxis of any kind;
    - Root canal treatments;
    - Soft tissue impactions;
    - Alveolectomy;
    - Bone grafts or other procedures provided to augment an atrophic mandible or maxilla in preparation of the mouth for dentures or dental implants; and
    - Treatment of periodontal disease;
- For dental implants for any reason.
- For dentures, unless for the initial treatment of an Accidental Injury/trauma.
- For Orthodontic treatment, except for appliances used for palatal expansion to treat congenital cleft palate.
- For injury as a result of chewing or biting (neither is considered an Accidental Injury).

**Diagnostic Screening Examinations**

For diagnostic screening examinations, except for mammograms and preventive care as provided in the "Primary and Preventive Care", "Women's Preventive Care" and "Diagnostic Services" subsections of the ***Description of Covered Services***.

## Drugs, Biologics, and Gene Therapies That Have Not Received Final/Standard/Traditional FDA Approval

For drugs, biologics, or gene therapies, **with the exception of cancer treatments**, that receive an accelerated approval based on surrogate endpoints with the requirement by the FDA to perform confirmatory trials to demonstrate clinical benefits **and not** of a final, standard, traditional FDA approval **for a period of 18 months after the accelerated approval.**

**Monoclonal antibodies directed against amyloid for the treatment of Alzheimer's disease (For example, aducsnumab-avwa)**

**Delandistrogene moxeparvovec**

**Tofersen**

**Exon skipping drugs for Duchenne Muscular Dystrophy (DMD) (For example, Eteplirsen, Golodirsen, Viltolarsen, Casimersen)**

**Lecanemab-irmb (Leqembi)**

**Durable Medical Equipment**
For the following examples of equipment that do not meet the definition of Durable Medical Equipment include, but are not limited to:

- Comfort and convenience items, such as massage devices, portable whirlpool pumps, telephone alert systems, bed-wetting alarms, and ramps.
- Equipment used for environmental control, such as air cleaners, air conditioners, dehumidifiers, portable room heaters, and heating and cooling plants.
- Equipment inappropriate for home use. This is an item that generally requires professional supervision for proper operation, such as:
  - Diathermy machines;
  - Medcolator;
  - Data transmission devices used for telemedicine purposes;
  - Pulse tachometer;
  - Translift chairs; and
  - Traction units.
- Non-reusable supplies other than a supply that is an integral part of the Durable Medical Equipment item required for the Durable Medical Equipment function. This means the equipment is not durable or is not a component of the Durable Medical Equipment.
- Equipment that is not primarily medical in nature. Equipment which is primarily and customarily used for a non-medical purpose may or may not be considered "medical" in nature. This is true even though the item may have some medically related use. Such items include, but are not limited to:
  - Equipment For Safety;
  - Exercise equipment;
  - Speech teaching machines;
  - Strollers;
  - Toileting systems;
  - Electronically-controlled heating and cooling units for pain relief;
  - Bathtub lifts;
  - Stairglides; and
  - Elevators.
- Equipment with features of a medical nature which are not required by the Member's condition, such as a gait trainer. The therapeutic benefits of the item cannot be clearly disproportionate to its cost, if there exists a Medical Necessity and realistically feasible alternative item that serves essentially the same purpose.
- Duplicate equipment for use when traveling or for an additional residence, whether or not prescribed by a Professional Provider.
- Services not primarily billed for by a Provider such as delivery, set-up and service activities and installation and labor of rented or purchased equipment.
- Modifications to vehicles, dwellings and other structures. This includes any modifications made to a vehicle, dwelling or other structure to accommodate a Member's disability or any modifications made to a vehicle, dwelling or other structure to accommodate a Durable Medical Equipment item, such as customization to a wheelchair.

**Effective Date**
Which were Incurred prior to the Member's Effective Date of coverage.

**Experimental/Investigative**
Which are Experimental/Investigative in nature, except, as approved by the Claims Administrator, Routine Patient Costs Associated With Qualifying Clinical Trials that meets the

definition of a Qualifying Clinical Trial under this Benefit Booklet.

**Foot Orthotics**
For supportive devices for the foot (orthotics), such as, but not limited to:
- Foot inserts;
- Arch supports;
- Heel pads and heel cups; and
- Orthopedic/corrective shoes.

This exclusion does not apply to orthotics and podiatric appliances required for the prevention of complications associated with diabetes.

**Hearing Aids**
For hearing or audiometric examinations, and Hearing Aids and the fitting thereof; and, routine hearing examinations. Services and supplies related to these items are not covered.

Cochlear electromagnetic hearing devices, a semi-implantable Hearing Aid, is not covered. Cochlear electromagnetic hearing devices are not considered cochlear implants.

**High Cost Technical Equipment**
For equipment costs related to services performed on high cost technological equipment as defined by the Claims Administrator, such as, but not limited to:
- Computer Tomography (CT) scanners;
- Magnetic Resonance Imagers (MRI); and
- Linear accelerators.

Unless the acquisition of such equipment by a Professional Provider was approved:
- Through the Certificate of Need (CON) process; and/or
- By the Claims Administrator.

**Home Blood Pressure Machines**
For home blood pressure machines, except for Members:
- With pregnancy-induced hypertension;
- With hypertension complicated by pregnancy;
- With end-stage renal disease receiving home dialysis; or
- Who are eligible for home blood pressure machine benefits as required based on ACA preventive mandates.

**Home Health Care**
For Home Health Care services and supplies in connection with Home health services for the following:
- Services which exceed the specified limits of liability;
- Custodial services, food, housing, homemaker services, Home delivered meals and supplementary dietary assistance;
- Private Duty Nurses;
- Rental or purchase of Durable Medical Equipment;
- Rental or purchase of medical appliances (For example, braces) and Prosthetic Devices (For example, artificial limbs); supportive environmental materials and equipment, such as:
  - Handrails;
  - Ramps;
  - Telephones;

  - Air conditioners and similar services;
  - Appliances; and
  - Devices;
- Prescription drugs;
- Provided by family members, relatives, and friends;
- A Member's transportation, including services provided by voluntary ambulance associations for which the Member is not obligated to pay;
- Emergency or non-Emergency Ambulance services;
- Visiting teachers, friendly visitors, vocational guidance and other counselors, and services related to diversional Occupational Therapy and/or social services;
- Services provided to individuals (other than a Member released from an Inpatient maternity stay), who are not essentially Homebound for medical reasons; and
- Visits by any Provider personnel solely for the purpose of assessing a Member's condition and determining whether or not the Member requires and qualifies for Home Health Care services and will or will not be provided services by the Provider.

**Hospice Care**
For Hospice Care benefits for the following:
- Services and supplies for which there is no charge;
- Research studies directed to life lengthening methods of treatment;
- Services or expenses Incurred in regard to the Member's personal, legal and financial affairs (such as preparation and execution of a will or other disposition of personal and real property);
- Care provided by family members, relatives, and friends; and
- Private Duty Nursing.

**Immediate Family**
Rendered by a member of the Member's Immediate Family.

**Immunizations for Employment or Travel**
For Immunizations required for employment purposes or travel.

**Intensive Behavioral Health Services/Pediatric Intensive Behavioral Health Services**
For services designated as intensive behavioral health services/pediatric intensive behavioral health services (defined in Pennsylvania Medical Assistance Manual Chapter 1155), except as specifically provided under this Program (For example, Applied Behavioral Analysis).

**Laboratory and Pathology Tests for Employment**
For laboratory and pathology tests in connection with obtaining or continuing employment.

**Lipedema**
For Liposuction (Suction-Assisted Lipectomy) for the treatment of lipedema. This exclusion does not apply to:
- Liposuction (Suction-Assisted Lipectomy) for the treatment of lipedema when the Claims Administrator:
  - Determines the Liposuction (Suction-Assisted Lipectomy) is Medically Necessary; and
  - The Liposuction (Suction-Assisted Lipectomy) is limited to one procedure per area of the body per lifetime.

**Medical Foods And Nutritional Formulas**
- For appetite suppressants;
- For oral non-elemental nutritional supplements (For example, Boost, Ensure, NeoSure, PediaSure, Scandishake), casein hydrolyzed formulas (For example, Nutramigen, Alimentun, Pregestimil), or other nutritional products including, but not limited to, banked breast milk, basic milk, milk-based, and soy-based products. This exclusion does not apply to Medical Foods and Nutritional Formulas as provided for and defined in the "Medical Foods and Nutritional Formulas" section in the ***Description of Covered Services***;
- For elemental semi-solid foods (For example, Neocate Nutra);
- For products that replace fluids and electrolytes (For example, Electrolyte Gastro, Pedialyte);
- For oral additives (For example, Duocal, fiber, probiotics, or vitamins) and food thickeners (For example, Thick-It, Resource ThickenUp); and
- For supplies associated with the oral administration of formula (For example, bottles, nipples).

**Medical Supplies**
For Medical Supplies such as but not limited to thermometers, ovulation kits, early pregnancy or home pregnancy testing kits.

**Medical Necessity**
Which are not Medically Necessary as determined by the Claims Administrator for the diagnosis or treatment of illness or injury.

**Medications**
For any medications other than prescription drugs, unless administered during an Inpatient Admission.

**Mental Health/Psychiatric Care**
- For vocational or religious counseling; and
- For activities that are primarily of an educational nature.

**Military Service**
For any loss sustained or expenses Incurred in the following ways:
- During military service while on active duty as a member of the armed forces of any nation; or
- As a result of enemy action or act of war, whether declared or undeclared.

**Miscellaneous**
- For care in a:
  - Long term care facility, including a:
    - Nursing home;
    - Assisted living facility; and
    - Board and care home;
  - Continuing care retirement facility;
  - Convalescent home;
  - School; with the exception of behavioral health services specified in Claims Administrator's Medical Policies;
  - Camp; with the exception of behavioral health services specified in the Claims Administrator's Medical Policies; or
  - Institution for intellectually disabled children.

- For broken appointments.
- For telephone consultations.
- For completion of a claim form.
- For marriage counseling.
- For research studies.
- For Custodial Care, domiciliary care or rest cures.
- Which are not billed and performed by a Provider as defined under this coverage as a "Professional Provider", "Facility Provider" or "Ancillary Service Provider" except as otherwise indicated under the subsections entitled:
  - "Therapy Services"; and
  - Ambulance Services/Transport" in the ***Description of Covered Services*** section.
- Performed by a Professional Provider enrolled in an education or training program when such services are:
  - Related to the education or training program; and are
  - Provided through a Hospital or university.
- For weight reduction and premarital blood tests. This exclusion does not apply to nutrition visits as set forth in the ***Description of Covered Services*** section under the subsection entitled "Nutrition Counseling".
- For any Therapy Service provided for:
  - Work hardening activities/programs; or
  - Evaluations not associated with therapy.

**Motor Vehicle**
For injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is:
- Paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan; or
- Payable in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Law.

**Non-Covered Services**
Any services, supplies or treatments not specifically listed as covered benefits in this Program, which are paid to or on behalf of a Member by the AmeriHealth HMO contract under which the Member is enrolled as an Employee or eligible Dependent of an enrolled Group, when that person is also concurrently covered as an Employee or Dependent of that same enrolled Group under this Program. Any Copayment or Deductible amounts required by the AmeriHealth HMO contract are also excluded.

**Obesity**
For treatment of obesity, including, but not limited to:
- Weight management programs;
- Dietary aids, supplements, injections and medications;
- Weight training, fitness training, or lifestyle modification programs, including such programs provided under the supervision of a clinician; and
- Group nutrition counseling.

This exclusion does not apply to:
- Surgical procedures specifically intended to result in weight loss (including bariatric surgery) when the Claims Administrator:
  - Determines the Surgery is Medically Necessary; and
  - The Surgery is limited to one surgical procedure per lifetime regardless (or even) if:

- A new or different diagnosis is the indication for the Surgery;
- A new or different type of Surgery is intended or performed;
- A revision, repeat, or reversal of any previous weight loss Surgery is intended or performed.

The exclusion of coverage for a repeat, reversal or revision of a previous Surgery does not apply when the intended procedure is performed to treat technical failure or complication of a prior surgical procedure which if left untreated, would result in endangering the health of the Member. Failure to maintain weight loss or any condition resulting from or associated with obesity does not constitute technical failure.

- Nutrition counseling visits/sessions as described in the "Nutrition Counseling" provision in this Benefit Booklet.

**Personal Hygiene and Convenience Items**
For personal hygiene and convenience items such as, but not limited to the following, whether or not recommended by a Provider:
- Air conditioners;
- Humidifiers;
- Physical fitness or exercise equipment;
- Radio;
- Beauty/barber shop services;
- Guest trays;
- Wigs;
- Chairlifts;
- Stairglides;
- Elevators;
- Sauna;
- Television;
- Spa or health club memberships;
- Whirlpool;
- Telephone;
- Guest Service; or
- Hot tub or equivalent device.

**Physical Examinations**
For routine physical examinations for non-preventive purposes, such as:
- Pre-marital examinations;
- Physicals for college;
- Camp or travel; and
- Examinations for insurance, licensing and employment.

**Prescription Drugs**
- For prescription drugs.

**Preventive Services**
For preventive services, except as specifically provided under the in the "Primary and Preventive Care" subsection of the ***Description of Covered Services***.

**Private Duty Nursing**

- For Private Duty Nursing services in connection with the following:
  - Nursing care which is primarily custodial in nature; such as care that primarily consists of bathing, feeding, exercising, homemaking, moving the patient and giving oral medication;
  - Services provided by a nurse who ordinarily resides in the Member's home or is a member of the Member's Immediate Family; and
  - Services provided by a home health aide or a nurse's aide.
- For Inpatient Private Duty Nursing services.

**Relative Counseling or Consultations**
For counseling or consultation with a Member's relatives, or Hospital charges for a Member's relatives or guests, except as may be specifically provided or allowed in the "Treatment for Alcohol Or Drug Abuse And Dependency" or "Transplant Services" sections of the ***Description of Covered Service*s**.

**Responsibility of Another Party**
- For which a Member would have no legal obligation to pay.
- Received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group.

**Responsibility of Medicare**
Claims paid or payable by Medicare when Medicare is primary. For purposes of this Program exclusion, coverage is not available for a service, supply or charge that is "payable under Medicare" when the Member is eligible to enroll for Medicare benefits, regardless of whether the Member actually enrolls for, pays applicable premium for, maintains, claims or receives Medicare benefits. The amount excluded for these claims will be either the amount "payable under Medicare" or the applicable plan fee schedule for the service, at the discretion of the Claims Administrator.

**Routine Foot Care**
Claims Administrator's Medical Policy unless associated with Medically Necessary treatment of peripheral vascular disease and/or peripheral neuropathic disease, including but not limited to diabetes.

**Self-Administered Prescription Drugs**
For Self-Administered Prescription Drugs, regardless of whether the drugs are provided or administered by a Provider. Drugs are considered Self-Administered Prescription Drugs even when initial medical supervision and/or instruction is required prior to patient self-administration.

This exclusion does not apply to Self-Administered Prescription Drugs that are:
- Mandated to be covered by law, such as insulin or any drugs required for the treatment of diabetes, unless these drugs are covered by a Free-Standing Prescription Drug Contract issued to the Group by the Claims Administrator; or
- Required for treatment of an Emergency condition that requires a Self-Administered Prescription Drug.

**Sexual Dysfunction**
For sex therapy or other forms of counseling for treatment of sexual dysfunction when performed by a non-licensed sex therapist.

**Skilled Nursing Facility**

For Skilled Nursing Facility services in connection with the following:
- When confinement in a Skilled Nursing Facility is intended solely to assist the Member with the activities of daily living or to provide an institutional environment for the convenience of a Member;
- For the treatment of Alcohol And Drug Abuse Or Dependency, and Mental Illness; or
- After the Member has reached the maximum level of recovery possible for their particular condition and no longer requires definitive treatment other than routine Custodial Care.

**Temporomandibular Joint Syndrome (TMJ)**
For treatment of temporomandibular joint syndrome (TMJ), also known as craniomandibular disorders (CMD), with intraoral devices or with any non-surgical method to alter vertical dimension.

**Termination Date**
Which were or are Incurred after the date of termination of the Member's coverage except as provided in the ***General Information*** section.

**Travel**
For travel, whether or not it has been recommended by a Professional Provider or if it is required to receive treatment at an out of area Provider.

**Veteran's Administration or Department of Defense**
To the extent a Member is legally entitled to receive when provided by the Veteran's Administration or by the Department of Defense for members of the armed forces of any nation on active duty.

**Vision**
- For correction of myopia or hyperopia by means of corneal microsurgery, such as:
  - Keratomileusis;
  - Keratophakia;
  - Radial keratotomy and all related services.
- For eyeglasses, lenses or contact lenses and the vision examination for prescribing or fitting eyeglasses or contact lenses except as otherwise described in this Benefit Booklet.

**Worker's Compensation**
For any occupational illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of:
- Worker's Compensation Law; or
- Any similar Occupational Disease Law or Act.

This exclusion applies whether or not the Member claims the benefits or compensation.

## GENERAL INFORMATION

## ELIGIBILITY, CHANGE AND TERMINATION RULES UNDER THE PROGRAM

Effective Date: The date the Group agrees that all eligible persons may apply and become covered for the benefits as set forth in this Program and described in this Benefit Booklet. If a person becomes an eligible person after the Group's Effective Date, that date becomes the eligible person's effective date under this Program.

**Eligible Person**
The Employee is eligible to be covered under this Program if the Employee is determined by the Group as eligible to apply for coverage and sign the Application.

Eligibility shall not be affected by the Employee's physical condition and determination of eligibility for the coverage by the employer shall be final and binding.

**Eligible Dependent**
The Employee's family is eligible for coverage (Dependent coverage) under this Program when the Employee is eligible for Employee coverage. An eligible Dependent is defined as the Employee's spouse under a legally valid existing marriage, the Employee's child(ren), including any stepchild, legally adopted child, a child placed for adoption or any child whose coverage is the Employee's responsibility under the terms of a qualified release or court order. To determine the limiting age when coverage ends for covered children refer to the AmeriHealth Member Benefit Booklet.

In addition, a full-time student will be considered eligible for coverage when they are on a Medically Necessary leave of absence from an Accredited Educational Institution. The Dependent child will be eligible for coverage until the earlier of one year from the first day of the leave of absence or the date on which the coverage otherwise would terminate. The limiting age referenced above will be applicable regardless of the status of the Medically Necessary leave of absence.

A full-time student who is eligible for coverage under this Program who is:
- A member of the Pennsylvania National Guard or any reserve component of the U.S. armed forces and who is called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or
- A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch. 76 (relates to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

As proof of eligibility, the Employee must submit a form to the Claims Administrator approved by the Department of Military & Veterans Affairs (DMVA):
- Notifying the Claims Administrator that the Dependent has been placed on active duty;
- Notifying the Claims Administrator that the Dependent is no longer on active duty; or
- Showing that the Dependent has re-enrolled as a full-time student in an Accredited

Educational Institution for the first term or semester starting 60 or more days after their release from active duty.

A Domestic Partner is also eligible for enrollment. As long as the Domestic Partnership exists, the child or children of a Domestic Partner shall be considered for eligibility under the Program as if they were the Member's own child or children. If the Member enrolls their Domestic Partner, the Member has an affirmative obligation to notify the Claims Administrator immediately if the Domestic Partnership terminates. Upon termination of the Domestic Partner relationship, coverage of the former Domestic Partner and the children of the former Domestic Partner shall terminate at the end of the current monthly term. The former Domestic Partner, and any of their previously covered children, shall be entitled, by applying within 60 days of such termination, to direct pay coverage of the type for which the former Domestic Partner and children are then qualified, at the rate then in effect. This direct pay coverage may be different from the coverage provided under this Benefit Booklet.

Eligibility will be continued past the limiting age for unmarried children, regardless of age, who are incapable of self-support because of mental or physical incapacitation and who are dependent on the Employee for over half of their support. The Claims Administrator may require proof of eligibility under the prior Claims Administrator 's plan and also from time to time under this Program.

The newborn child(ren) of the Employee or the Employee's Dependent shall be entitled to the benefits provided by this Program from the date of birth for a period of 31 days. Coverage of newborn children within such 31 days shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. To be eligible for Dependent coverage beyond the 31 day period, the Employee must enroll the newborn child within such 31 days. To continue coverage beyond 31 days for a newborn child, who does not otherwise qualify for coverage as a Dependent, the Employee must apply within 31 days after the birth of the newborn and the appropriate rate must be paid when billed.

A newly acquired Dependent shall be eligible for coverage under this Program on the date the Dependent is acquired provided that the Employee applies to the Claims Administrator for addition of the Dependent within 31 days after the Dependent is acquired and the Employee makes timely payment of the appropriate rate. If Application is made later than 31 days after the Dependent is acquired, coverage shall become effective on the first billing date following 30 days after the Employee's Application is accepted by the Claims Administrator.

A Dependent child of a custodial parent covered under this Program may be enrolled under the terms of a qualified medical release or court order, as required by law.

No Dependent may be eligible for coverage as a Dependent of more than one Member of the Enrolled Group. No individual may be eligible for coverage hereunder as a Member and as a Dependent of a Member at the same time.

**Benefits to Which the Member Is Entitled**

The liability of the Claims Administrator is limited to the benefits specified in this Benefit Booklet. The Claims Administrator's determination of the benefit provisions applicable for the services rendered to the Member shall be conclusive.

**Termination of Coverage at Termination Of Employment Or Membership In The Group**
When a Member ceases to be an eligible Employee or eligible Dependent, or the required contribution is not paid, the Member's coverage will terminate at the end of the last month for which payment was made. However, if benefits under this Program are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Member's termination under this Program, the cost of such benefits will be the sole responsibility of the Member. In that circumstance, the Claims Administrator will consider the effective date of termination of a Member under this Program to be not more than 60 days before the first day of the month in which the Group notified the Claims Administrator of such termination.

**Consumer Rights**
Each Member has the right to access, review and copy their own health and membership records and request amendments to their records. This includes information pertaining to claim payments, payment methodology, reduction or denial, medical information secured from other agents, plans or providers.

For more information about accessing, reviewing or copying records, call Member Services at the toll-free number referenced on the Identification Card.

**Member/Provider Relationship**
- The choice of a Provider or choice of treatment by a Provider is solely the Member's choice.
- The Claims Administrator does not furnish Covered Services but only makes payment for Covered Services received by persons covered under this Program. The Claims Administrator is not liable for any act or omission of any Provider. The Claims Administrator has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.

**COVERAGE CONTINUATION**

**Termination of the Member's Coverage and Conversion Privilege Under This Program**
- Termination of this Program - Termination of the Group coverage (this Program) automatically terminates all coverage for the Member (an Enrolled Employee) and the Member's eligible Dependents. The privilege of conversion to a conversion contract shall be available to any Member who has been continuously covered under the Program Document for at least three months (or covered for similar benefits under any group plan that this Program replaced).

  It is the responsibility of the Group or the Group's Applicant Agent to notify the Member and the Member's eligible Dependents of the termination of coverage. However, coverage will be terminated regardless of whether the notice is given.

  Rescission: If it is proven that the Member or the Member's eligible Dependent obtained or attempted to obtain benefits or payment for benefits, through fraud or intentional misrepresentation of material fact, the Claims Administrator, may, upon notice to the Member, terminate the coverage. The Member will receive written notice at least 30 days prior to termination but will have the right to utilize the ***Complaint and Appeal Process*** to appeal cancellation.

  The privilege of conversion is available for the Member and the Member's eligible Dependents except in the following circumstances:

- The Group terminates this Program in favor of group coverage by another organization; or
- The Group terminates the Member in anticipation of terminating this Program in favor of group coverage by another organization.

- Notice of Conversion - Written notice of termination and the privilege of conversion to a conversion contract shall be given within 60 days after the date of termination of this Program. Once the Member receives notice and the Member elects a conversion plan, payment for coverage under the conversion contract must be made within 31 days. Evidence of insurability is not required. Upon receipt of this payment, the conversion contract will be effective on the date of the Member's termination under this Program.

  Conversion coverage shall not be available if the Member is eligible for another health care program which is available in the Group where the Member is employed or with which the Member is affiliated to the extent that the conversion coverage would result in over-insurance.

  If the Member's coverage or the coverage of the Member's eligible dependent terminates because of the Member's death, the Member's change in employment status, divorce of dependent spouse, or change in a dependent's eligibility status, the terminated Member will be eligible to apply within 31 days of termination (or termination of the continuation privileges under COBRA) to conversion coverage, of the type for which that Member is then qualified at the rate then in effect. This conversion coverage may be different from the coverage provided under this Program. Evidence of insurability is not required.

**Continuation Of Coverage At Termination Of Employment Or Membership Due To Total Disability**

The Member's protection under this Program may be extended after the date the Member ceases to be a Member under this Program because of termination of employment or membership in the Group. It will be extended if, on that date, the Member is Totally Disabled from an illness or injury. The extension is only for that illness or injury and any related illness or injury. It will be for the time the Member remains Totally Disabled from any such illness or injury, but not beyond 12 months if the Member ceases to be a Member because the Member's coverage under this Program ends.

Coverage under this Program will apply during an extension as if the Member was still a Member. In addition, coverage will apply only to the extent that other coverage for the Covered Services is not provided for the Member through the Claims Administrator by the Group. Continuation of coverage is subject to payment of the applicable premium.

**Continuation Of Incapacitated Child**

If an unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on the Member (an enrolled Employee) for over half of the child's support, the Member may apply to the Claims Administrator to continue coverage of such child under this Program upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon the child's marriage. Continuation of benefits under this provision will only apply if the child was eligible as a Dependent and mental or physical incapacity commenced prior to age 26.

The child must be unmarried, incapable of self-support and the disability must have commenced

prior to attaining 26 years of age. The disability must be certified by the attending Physician; furthermore, the disability is subject to annual medical review. In a case where a handicapped child is over 26 years of age and joining the Claims Administrator for the first time, the handicapped child must have been covered under the prior Claims Administrator and submit proof from the prior Claims Administrator that the child was covered as a handicapped person.

**When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)**
The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or the Employee's eligible Dependents to temporarily extend health care coverage.

## INFORMATION ABOUT PROVIDER REIMBURSEMENT

The Member can get the maximum benefits from their Comprehensive Major Medical Health Benefits Program by using Participating Providers. The benefits of using these Participating Providers include:

- Lower coinsurance payments. When the Member uses a Participating Provider, the Coinsurance the Member pays will be a percentage of the contracted rate. This rate is lower than what the Provider normally charges.

  The Member doesn't have to shop around for the lowest Provider costs; the Claims Administrator has done it for the Member. This means less money out of their pocket.

- No Balance Billing. Participating Providers agree to accept the amount the Claims Administrator pays, plus the Member's Coinsurance. If the Member goes to a Non-Participating Provider, the Claims Administrator will pay the applicable percentage as described in the "Covered Expense" definition in the ***Important Definitions*** section. The Member pays the balance of this amount; plus, if the Provider charges rates higher than those normally charged in the geographic area, the Member will pay the extra amount.

- No Claim Forms. When using a Participating Provider, the Member never has to fill out a claim form.

- Precertification. To obtain a list of services that require Precertification please follow the instructions found in the ***General Information*** section of this Benefit Booklet. If the Member is ever unsure over whether to Precertify, call the Claims Administrator. Just use the toll-free number shown on the Member's Identification Card.

### Self-Referred Benefits

The benefits described in this Benefit Booklet are the benefits provided when the Member chooses to receive Covered Services without obtaining a referral from the Member's Primary Care Physician (called "Self-Referred Care"). When the Member chooses Self-Referred Care, the level of benefits are, in most cases, subject to an annual Deductible, Coinsurance payments and Lifetime and Benefit Maximums, so the Member will be responsible for a greater share of out-of-pocket expenses. The Member also may be required to file a claim form.

Some of the services the Member's receives must be Precertified before the Member receives

them, to determine whether they are Medically Necessary. Failure to Precertify Self-Referred Care services, when required, may result in a reduction of benefits. The Member will be financially liable for Penalties assessed for failure to Precertify Self-Referred services.

**Payment Of Benefits**
Payment for Covered Services and supplies, when Medically Necessary, may vary depending on whether the Covered Service or supply was provided by a Participating or Non-Participating Provider.

- Participating Providers
  Participating Providers have contractual arrangements for the provision of services to Members. Benefits will be provided as specified in the ***Schedule of Covered Services*** for Covered Services or supplies rendered to Members by a Participating Provider. The Claims Administrator will compensate a Participating Provider in accordance with the rate of reimbursement determined by contract. The Member's out-of-pocket Coinsurance costs will be less when the Member uses these Providers, because the Member's Coinsurance is calculated on lower contracted fees. The Claims Administrator may reimburse Providers directly for the services covered under this Program. Participating Providers will, in most instances, submit claim forms for reimbursement on the member's behalf.

- Non-Participating Providers
  Non-Participating Providers do not have contractual arrangements for the provision of services to Members. When Covered Services and supplies are rendered by these Providers, the Member's Coinsurance costs may be higher, because the Member's Coinsurance is calculated on the lesser of the allowable payment by Medicare, the Claims Administrator's proprietary fee schedule or the Provider's charges. (See the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet). The Claims Administrator will pay benefits to the Member directly, and the Member will be responsible for paying the Provider.

- Emergency Care by Non-Participating Providers
  If the Claims Administrator determines that Covered Services provided by a Non-Participating Provider were for Emergency Care, the Member is protected from surprise billing or balance billing and will be subject to the Participating cost-sharing levels. Penalties that ordinarily would be applicable to Non-Participating Covered Services will not be applied. For Emergency Care and other Non-Participating Providers, such as ambulance and air ambulance services, the Claims Administrator will reimburse the Non-Participating Provider directly for Covered Services based upon methodology established by the Consolidated Appropriations Act ("CAA"). In these situations, the Member cannot be balanced billed for the Emergency Services. This includes services the Member may receive after the Member is in stable condition, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed for these post-stabilization services. For payment of Covered Services provided by a Non-Participating Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. Inpatient admissions for Emergency Care must be certified within two business days of admission, or as soon as reasonably possible, as determined by the Claims Administrator. Payment for Emergency Services provided by Non-Participating Providers will be based upon the methodology established by the CAA.

- Non-Participating Hospital-Based Provider Reimbursement
  When the Member receives Covered Services from a Non-Participating Hospital-Based

Provider while the Member is an Inpatient at a Participating Hospital or other Participating Facility Provider and are being treated by a Participating Professional Provider, the Member will receive the Participating cost-sharing level of benefits for the Covered Services provided by the Non-Participating Hospital-Based Provider. For Covered Services outside the scope of the CAA, payment will be made to the Member, who will be responsible for reimbursing the Non-Participating Hospital-Based Provider. For Covered Services within the scope of the CAA, the Claims Administrator will reimburse the Non-Participating Hospital-Based Provider directly based upon the methodology established by the CAA. The Member cannot be balanced billed by the Non-Participating Hospital-Based Provider, and the Non-Participating Hospital-Based Provider cannot ask the Member to give up their right under the CAA not to be balanced billed. For payment of Covered Services provided by a Non-Participating Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. Payment for services provided by Non-Participating Hospital-Based Providers will be based upon the methodology established by the CAA.

If the Member receives other services at a Participating Hospital or other Participating Facility Provider, Non-Participating Providers cannot balance bill the Member, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed.

Note that when the Member elects to see a Non-Participating Hospital-Based Provider for follow-up care or any other service where the Member has the ability to select a Participating Provider and the CAA does not apply to the Covered Service, the Covered Services will be covered at a Non-Participating benefit level. Except for Emergency Care, if a Non-Participating Provider admits the Member to a Hospital or other Facility Provider, Covered Services provided by a Non-Participating Hospital-Based Provider will be reimbursed at the Non-Participating benefit level. For such Covered Services, payment will be made to the Member and the Member will be responsible for reimbursing the Non-Participating Hospital Based Provider. For payment of Covered Services provided by a Non-Participating Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

- Inpatient Hospital Consultations by a Non-Participating Professional Provider
  When the Member receives Covered Services for an Inpatient hospital consultation from a Non-Participating Professional Provider while the Member is an Inpatient at a Participating Facility Provider, and the Covered Services are referred by a Participating Professional Provider, the Member will receive the Participating cost-sharing level of benefits for the Inpatient hospital consultation. The Claims Administrator will reimburse the Non-Participating Professional Provider at a Participating rate directly. For certain Non-Participating Hospital-Based Providers (For example, anesthesiologists, hospitalists and other Providers as defined by the CAA), the Claims Administrator will reimburse the Non-Participating Hospital-Based Provider directly based upon the methodology established by the CAA. For certain Providers, the Member cannot be balanced billed by the Non-Participating Professional Provider, and the Non-Participating Professional Provider cannot ask the Member to give up their right under the CAA not to be balanced billed.

  For such Covered Services not within the scope of the CAA, payment will be made to the Member and the Member will be responsible for reimbursing the Non-Participating Professional Provider. For payment of Covered Services provided by a Non-Participating Professional Provider, please refer to the definition of "Covered Expense" in the ***Important***

***Definitions*** section of this Benefit Booklet. For Covered Services within the scope of the CAA, payment for consultation services provided by Non-Participating Professional Providers will be made directly to the Provider based upon the methodology established by the CAA.

The Non-Participating Professional Provider cannot balance bill the Member, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed.

Note that when the Member elects to see a Non-Participating Professional Provider for follow-up care or any other service when the Member has the ability to select a Participating Provider, and the CAA does not apply to the Covered Service, the Covered Services will be covered at a Non-Participating benefit level. Except for Emergency Care and other Covered Services within the scope of the CAA, if a Non-Participating Professional Provider admits the Member to a Hospital or other Facility Provider, services provided by Non-Participating Professional Provider will be reimbursed at the Non-Participating benefit level. For such Covered Services, payment will be made to the Member and the Member will be responsible for reimbursing the Non-Participating Professional Provider. For payment of Covered Services provided by a Non-Participating Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

- Non-Participating Air Ambulance Providers
  For air ambulance services provided by a Non-Participating Provider, the Member is protected from surprise billing or balance billing and will be subject to the Participating cost-sharing levels. The Claims Administrator will reimburse the Non-Participating Provider directly based upon the methodology established by the CAA. In this instance the specified Non-Participating Provider will not bill the Member for amounts in excess of the Claims Administrator's payment for air ambulance services and the Member cannot be balanced billed for the air ambulance services provided by a Non-Participating Provider. Payment for air ambulance services provided by Non-Participating Providers will be based upon the methodology established by the CAA.

- Non-Participating Pharmacies
  With respect to Non-Participating Pharmacies, benefits will be provided to the Member at the Non-Participating Coinsurance level specified in the ***Schedule of Covered Services***.

  Any applicable cost-sharing specified in the ***Schedule of Covered Services*** will be applied to the Covered Expense amount. A Non-Participating Pharmacy is entitled to collect from the Member any cost-sharing obligation and the remaining balance due.

- Assignment of Benefits to Providers
  The right of a Member to receive benefit payments under this coverage is personal to the Member and is not assignable in whole or in part to any person, Hospital, or other entity nor may benefits of this Program be transferred, either before or after Covered Services are rendered. However, a Member can assign benefit payments to the custodial parent of a Dependent covered under this Program, as required by law.

## SERVICES AND SUPPLIES REQUIRING PRECERTIFICATION

### Precertification Review

When required, Precertification review evaluates the Medical Necessity, including the appropriateness of the setting, of proposed services for coverage under the Member's benefit plan. Examples of these services include planned or elective Inpatient Admissions and selected Outpatient procedures. Precertification review may be initiated by the Provider (for Participating Providers (Inpatient Admissions only)) or the Member depending on whether the Provider is a Participating Provider. Where Precertification review is required, the Claims Administrator 's coverage of the proposed procedure is contingent upon the review being completed and receipt of the approval certification. Coverage penalties may be applied where Precertification review is required for a procedure but is not obtained.

While the majority of services requiring Precertification review are reviewed for Medical Necessity of the requested procedure setting (For example, Inpatient, Short Procedure Unit, or Outpatient setting), other elements of the Medical Necessity of the procedure may not always be evaluated and may be automatically approved based on the procedure or diagnosis for which the procedure is requested or an agreement with the performing provider. Precertification review is not required for Emergency services.

- Inpatient Pre-Admission Review

  In accordance with the criteria and procedures described above, Inpatient Admissions, other than an Emergency or maternity admission, must be Precertified in accordance with the standards of the Claims Administrator as to the Medical Necessity of the admission. The Precertification requirements for Emergency admissions are set forth in the "Emergency Admission Review" subsection of this ***General Information*** section. The Member is responsible to contact or have the admitting Physician or other Facility Provider contact the Claims Administrator prior to admission to the Hospital, Skilled Nursing Facility, or other Facility Provider. The Claims Administrator will notify the Member, admitting Physician and the Facility Provider of the determination. The Member is eligible for Inpatient benefits only if prior approval of such benefits has been certified in accordance with the provisions of this Benefit Booklet.

  If such prior approval for a Medically Necessary Inpatient Admission has not been certified as required, there will be a Penalty for non-compliance and the amount, as shown below, will be deemed not to be Covered Services under this Program. Such Penalty, and any difference in what is covered by the Claims Administrator and the Member's obligation to the Provider, will be the sole responsibility of, and payable by, the Member.

  If a Member elects to be admitted to the Facility Provider after review and notification that the reason for admission is not approved for an Inpatient level of care, Inpatient benefits will not be provided and the Member will be financially liable for non-covered Inpatient charges.

  If pre-admission certification is denied, the Member, the Physician or the Facility Provider may Appeal the determination and submit information in support of the claim for Inpatient benefits. A final determination concerning eligibility for Inpatient benefits will be made and the Member, Physician, or Facility Provider will be so notified.

  The Claims Administrator will hold the Member harmless and the Member will not be financially responsible for admissions to Participating Hospitals which fail to conform to the above pre-admission certification requirements unless:
  - The Hospital provides prior written notice that the admission will not be paid by the Claims Administrator; and

- The Member acknowledges this fact in writing together with a request to be admitted which states that the Member will assume financial liability for such Hospital admission.

- Emergency Admission Review
  Members are responsible for notifying the Claims Administrator of an Emergency admission within two business days of the admission, or as soon as reasonably possible, as determined by the Claims Administrator.

  Failure to initiate Emergency admission review will result in a reduction in Covered Expense. Such Penalty, as shown below, will be the sole responsibility of, and payable by, the Member.

  If the Member elects to remain hospitalized after the Claims Administrator and the attending Physician have determined that an Inpatient level of care is not Medically Necessary, the Member will be financially liable for non-covered Inpatient charges from the date of notification.

- Concurrent and Retrospective Review
  Concurrent review may be performed while services are being performed. This may occur during an Inpatient stay and typically evaluates the expected and current length of stay to determine if continued hospitalization is Medically Necessary. When performed, the review assesses the level of care provided to the Member and coordinates discharge planning. Concurrent review continues until the patient is discharged. Not all Inpatient stays are reviewed concurrently. Concurrent Review is generally not performed where an Inpatient Facility is paid based on a per case or diagnosis-related basis, or where an agreement with the Facility does not require such review.

  Retrospective/Post Service review:
  Retrospective review occurs after services have been provided. This may be for a variety of reasons, including the Claims Administrator not being notified of a Member's admission until after discharge or where medical charts are unavailable at the time of concurrent review. Certain services are only reviewed on a retrospective/post-service basis.

  In addition to these standard utilization reviews, the Claims Administrator also may determine coverage of certain procedures and other benefits available to Members through Prenotification as required by the Member's benefit plan, and discharge planning.

  Pre-notification. Pre-notification is advance notification to the Claims Administrator of an Inpatient Admission or Outpatient service where no Medical Necessity review is required, such as maternity admissions/deliveries. Pre-notification is primarily used to identify Members for Concurrent review needs, to ascertain discharge planning needs proactively, and to identify Members who may benefit from Case Management programs.

  Discharge Planning. Discharge Planning is performed during an Inpatient Admission and is used to identify and coordinate a Member's needs and benefits coverage following the Inpatient stay, such as covered home care, ambulance transport, acute rehabilitation, or Skilled Nursing Facility placement. Discharge Planning involves the Claims Administrator's authorization of covered post-Hospital services and identifying and referring Members to Disease Management or Case Management benefits.

  Selective Medical Review. In addition to the foregoing requirements, the Claims

Administrator reserves the right, under its utilization and quality management programs, to perform a medical review prior to, during or following the performance of certain Covered Services ("Selective Medical Review") that are otherwise not subject to review as described above. In addition, the Claims Administrator reserves the right to waive medical review for certain Covered Services for certain Providers, if the Claims Administrator determines that those Providers have an established record of meeting the utilization and/or quality management standards for these Covered Services. Coverage penalties are not applied to Members where required Selective Medical Review is not obtained by the Provider.

**Other Precertification Requirements**
Precertification is required by the Claims Administrator in advance for certain services. **To obtain a list of services that require Precertification, please go to www.amerihealth.com/preapproval or call the Customer Service telephone number that is listed on the Member's Identification Card.** When a Member plans to receive any of these listed procedures, the Claims Administrator will review the Medical Necessity for the procedure or treatment in accordance with the criteria and procedures described above and grant prior approval of benefits accordingly. In certain circumstances the requirement for precertification may be altered or waived at the discretion of the Claims Administrator. The Claims Administrator may retrospectively review these services.

Surgical, diagnostic and other procedures, listed on the Precertification requirements list, that are performed during an Emergency, as determined by the Claims Administrator, do not require Precertification. However, the Claims Administrator should be notified within two business days of Emergency services for such procedures, or as soon as reasonably possible, as determined by the Claims Administrator.

The Member is responsible to have the Provider performing the service contact the Claims Administrator to initiate Precertification for Non-Participating Providers (excluding Inpatient Admissions). The Claims Administrator will verify the results of the Precertification with the Member and the Provider.

If such prior approval is not obtained and the Member undergoes the surgical, diagnostic or other procedure or treatment that requires Precertification, then benefits will be provided for Medically Necessary treatment, but the Provider's charge less any applicable Coinsurance or Deductibles shall be subject to a Penalty, as reflected below. Such Penalty, and any difference in what is covered by the Claims Administrator and the Member's obligation to the Provider, will be the sole responsibility of, and payable by, the Member.

**Precertification Penalty:**
There is a $700 Penalty for failure to preauthorize Inpatient services or treatment, and a 20% reduction in benefits for failure to preauthorize Outpatient services or treatment.

**Remember: services that are not determined by the Claims Administrator to be Medically Necessary may not be paid.**

**Disease Management and Decision Support Programs**
Disease Management and Decision Support programs help Members to be effective partners in their health care by providing information and support to Members with certain chronic conditions as well as those with everyday health concerns. Disease Management is a systematic, population-based approach that involves identifying Members with certain chronic diseases, intervening with specific information or support to follow Provider’s treatment plan,

and measuring clinical and other outcomes. Decision Support involves identifying Members who may be facing certain treatment option decisions and offering them information to assist in informed, collaborative decisions with their Physicians. Decision Support also includes the availability of general health information, personal health coaching, Provider information, or other programs to assist in health care decisions.

Disease Management interventions are designed to help Members manage their chronic condition in partnership with their Physician(s). Disease Management programs, when successful, can help such Members avoid long term complications, as well as relapses that would otherwise result in Hospital or Emergency room care. Disease Management programs also include outreach to Members to obtain needed preventive services, or other services recommended for chronic conditions. Information and support may occur in the form of telephonic health coaching, print, audio library or videotape, or Internet formats.

The Claims Administrator will utilize medical information such as claims data to operate the Disease Management or Decision Support program, (For example, to identify Members with chronic disease, to predict which Members would most likely benefit from these services, and to communicate results to the Member's treating Physician(s)). The Claims Administrator will decide what chronic conditions are included in the Disease Management or Decision Support program.

Participation by a Member in Disease Management or Decision Support programs is voluntary. A Member may continue in the Disease Management or Decision Support program until any of the following occurs:

- The Member notifies the Claims Administrator that they have declined participation;
- The Claims Administrator determines that the program, or aspects of the program, will not continue; or
- The Member's Employer decides not to offer the programs.

## UTILIZATION REVIEW PROCESS AND CRITERIA

### Utilization Review Process

QCC Insurance Company's ("the Claims Administrator ") benefit plan coverage is that in order for a health care service to be covered or payable, the services must be Medically Necessary. To assist the Claims Administrator in making coverage determinations for requested health care services, the Claims Administrator uses established Medical Policies and medical guidelines based on clinically credible evidence to determine the Medical Necessity of the requested services. The appropriateness of the requested setting in which the services are to be performed is part of this assessment. The process of determining the Medical Necessity of requested health care services for coverage determinations based on the benefits available under a Member's benefit plan is called utilization review.

It is not practical to verify Medical Necessity on all procedures on all occasions; therefore, certain procedures may be determined by the Claims Administrator to be Medically Necessary and automatically approved based on the accepted Medical Necessity of the procedure itself, the diagnosis reported or an agreement with the performing Provider. An example of such automatically approved services is an established list of services received in an Emergency room which has been approved by the Claims Administrator based on the procedure meeting Emergency criteria and the severity of diagnosis reported (For example, rule out myocardial infarction, or major trauma). Other requested services, such as certain elective Inpatient or

Outpatient procedures may be reviewed on a procedure specific or setting basis.

Utilization review generally includes several components which are based on when the review is performed. When the review is required before a service is performed it is called a Precertification review. Reviews occurring during a hospital stay are called a concurrent review, and those reviews occurring after services have been performed are called either retrospective or post-service reviews. The Claims Administrator follows applicable state and federally required standards for the timeframes in which such reviews are to be performed.

Generally, where a requested service is not automatically approved and must undergo Medical Necessity review, nurses perform the initial case review and evaluation for coverage approval using the Claims Administrator's Medical Policies, established guidelines and evidence-based clinical criteria and protocols; however only a Medical Director employed by the Claims Administrator may deny coverage for a procedure based on Medical Necessity. The evidence-based clinical protocols evaluate the Medical Necessity of specific procedures and the majority are computer-based. Information provided in support of the request is entered into the computer-based system and evaluated against the clinical protocols. Nurses apply applicable benefit plan policies and procedures, taking into consideration the individual Member's condition and applying sound professional judgment. When the clinical criteria are not met, the given service request is referred to a Medical Director for further review for approval or denial. Independent medical consultants may also be engaged to provide clinical review of specific cases or for specific conditions. Should a procedure be denied for coverage based on lack of Medical Necessity, a letter is sent to the requesting Provider and Member in accordance with applicable law.

The Claims Administrator's utilization review program encourages peer dialogue regarding coverage decisions based on Medical Necessity by providing Physicians with direct access to the Claims Administrator's Medical Directors to discuss coverage of a case. Medical Directors and nurses are salaried, and contracted external Physician and other professional consultants are compensated on a per case reviewed basis, regardless of the coverage determination. The Claims Administrator does not specifically reward or provide financial incentives to individuals performing utilization review services for issuing denials of coverage. There are no financial incentives for such individuals which would encourage utilization review decisions that result in underutilization.

**Clinical Criteria, Guidelines and Resources**
The following guidelines, clinical criteria and other resources are used to help make Medical Necessity coverage decisions:

Clinical Decision Support Criteria: Clinical Decision Support Criteria is an externally validated and computer-based system used to assist the Claims Administrator in determining Medical Necessity. This evidence-based, Clinical Decision Support Criteria is nationally recognized and validated. Using a model based on evaluating intensity of service and severity of illness, these criteria assist our clinical staff evaluating the Medical Necessity of coverage based on a Member's specific clinical needs. Clinical Decision Support Criteria helps promote consistency in the Claims Administrator's plan determinations for similar medical issues and requests, and reduces practice variation among the Claims Administrator's clinical staff to minimize subjective decision-making.

Clinical Decision Support Criteria may be applied for Covered Services including but not limited to the following:

- Some elective surgeries-settings for Inpatient and Outpatient procedures (For example, hysterectomy and sinus Surgery);
- Inpatient hospitalizations;
- Inpatient Rehabilitation;
- Home Health;
- Durable Medical Equipment;
- Skilled Nursing Facility.

Centers for Medicare and Medicaid Services (CMS) Guidelines: A set of guidelines adopted and published by CMS for coverage of services by Medicare for Medicare Members.

Medical Policies: QCC maintains an internally developed set of policies that document the coverage and conditions for certain medical/surgical procedures and ancillary services.

Covered Services for which QCC's Medical Polices are applied include, but are not limited to:
- Ambulance;
- Infusion;
- Speech Therapy;
- Occupational Therapy;
- Durable Medical Equipment;
- Review of potential cosmetic procedures.

QCC Internally Developed Guidelines: A set of guidelines developed specifically by QCC, as needed, with input by clinical experts based on accepted practice guidelines within the specific fields and reflecting Medical Policies for coverage.

**Delegation of Utilization Review Activities And Criteria**
In certain instances, the Claims Administrator has delegated certain utilization review activities, including Precertification review, concurrent review, and Case Management, to integrated delivery systems and/or entities with an expertise in medical management of a certain membership population (such as, Neonates/premature infants) or type of benefit or service (such as mental health/psychiatric care and Alcohol and Drug Abuse or radiology). In such instances, a formal delegation and oversight process is established in accordance with applicable law and nationally-recognized accreditation standards. In such cases, the delegate's utilization review criteria are generally used, with the Claims Administrator's approval.

**Utilization Review and Criteria for Mental Health/Psychiatric Care and Alcohol and Drug Abuse Services**
Utilization Review activities for mental health/psychiatric care and Alcohol and Drug Abuse services have been delegated by QCC to a behavioral health management company, which administers the mental health/psychiatric care and Alcohol and Drug Abuse benefits for the majority of the Claims Administrator's Members.

**COORDINATION OF BENEFITS**

**Coordination of Benefits**
This Program's Coordination of Benefits (COB) provision is designed to conserve funds associated with health care.

- Definitions
  In addition to the Definitions of this Program for purposes of this provision only:
  "Plan" shall mean any group arrangement providing health care benefits or Covered Services through:
  - Individual, group, (except hospital indemnity plans), blanket (except student accident) or franchise insurance coverage;
  - The Plan, health maintenance organization and other prepayment coverage;
  - Coverage under labor management trusted plans, union welfare plans, Employer organization plans, or Employee benefit organization plans; and
  - Coverage under any tax supported or government program to the extent permitted by law.

- Determination of Benefits
  COB applies when an Employee has health care coverage under any other group health care plan (Plan) for services covered under this Program, or when the Employee has coverage under any tax-supported or governmental program unless such program's benefits are, to the extent permitted by law, excess to those of any private insurance coverage. When COB applies, payments may be coordinated between the Claims Administrator and the other Plan in order to avoid duplication of benefits.

  Benefits under this Program will be provided in full when the Claims Administrator is primary, that is, when the Claims Administrator determines benefits first. If another Plan is primary, the Claims Administrator will provide benefits as described below.

  When an Employee has group health care coverage under this Program and another Plan, the following will apply to determine which coverage is primary:
  - If the other Plan does not include rules for coordinating benefits, such other Plan will be primary.
  - If the other Plan includes rules for coordinating benefits:
    - The Plan covering the patient other than as a Dependent shall be primary.
    - The Plan covering the patient as a Dependent of the parent whose date of birth, excluding year of birth, occurs earlier in the calendar year shall be primary, unless the child's parents are separated or divorced and there is no joint custody agreement. If both parents have the same birthday, the Plan which covered the parent longer shall be primary.
    - Except as provided in the following paragraph, if the child's parents are separated or divorced and there is no joint custody agreement, benefits for the child are determined as follows:
      - First, the Plan covering the child as a Dependent of the parent with custody;
      - Then, the Plan of the spouse of the parent with custody of the child;
      - Finally, the Plan of the parent not having custody of the child.
    - When there is a court decree which establishes financial responsibility for the health care expenses of the Dependent child and the Plan covering the parent with such financial responsibility has actual knowledge of the court decree, benefits of that Plan are determined first.
    - If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined above in the paragraph that begins "The Plan covering the patient as a Dependent...".

- The Plan covering the patient as an Employee who is neither laid off nor retired (or as that Employee's Dependent) is primary to a Plan which covers that patient as a laid off or retired Employee (or as that Employee's Dependent). However, if the other Plan does not have the rule described immediately above and if, as a result, the Plans do not agree on the order of benefits, this rule does not apply.
- If none of the above rules apply, the Plan which covered the Employee longer shall be primary.

- Effect on Benefits

  When the Claims Administrator's Plan is secondary, the benefits under this Program will be reduced so that the Claims Administrator will pay no more than the difference, if any, between the benefits provided under the other Plan for services covered under this Program and the total Covered Services provided to the Employee. Benefits payable under another Plan include benefits that would have been payable had the claim been duly made therefore. In no event will the Claims Administrator payment exceed the amount that would have been payable under this Program if the Claims Administrator were primary.

  When the benefits are reduced under the primary Plan because an Employee does not comply with the Plan provision, or does not maximize benefits available under the primary Plan, the amount of such reduction will not be considered an allowable benefit. Examples of such provisions are Participating Provider arrangements and other cost-sharing features.

  Certain facts are needed to apply COB. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may, without consent of or notice to any person, release to or obtain from any other organization or person any information, with respect to any person, which the Claims Administrator deems necessary for such purposes. Any person claiming benefits under this Program shall furnish to the Claims Administrator such information as may be necessary to implement this provision. The Claims Administrator, however, shall not be required to determine the existence of any other Plan or the amount of benefits payable under any such Plan, and the payment of benefits under this Program shall be affected by the benefits that would be payable under any and all other Plans only to the extent that the Claims Administrator is furnished with information relative to such other Plans.

- Right of Recovery

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

  Whenever payments have been made by the Claims Administrator in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, the Claims Administrator shall have the right to recover such payments to the extent of such excess from among one or more of the following, as the Claims Administrator shall determine:
  - The person the Claims Administrator has paid or for whom they have paid;
  - Insurance companies; or
  - Any other organizations.

The Member, on the Member's own behalf and on behalf of the Member's Dependents, shall, upon request, execute and deliver such instruments and papers as may be required and do whatever else is reasonably necessary to secure such rights to the Claims Administrator.

## SUBROGATION AND REIMBURSEMENT RIGHTS

The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:

- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Claims Administrator reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Claims Administrator to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

**Reimbursement Rights**
If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The Claims Administrator has a right to full reimbursement.

**Lien**
By accepting benefits for Covered Services from the Claims Administrator, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Claims Administrator the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Claims Administrator to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Claims Administrator has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Claims Administrator is reimbursed in full.

**Constructive Trust**
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Claims Administrator.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Claims Administrator will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing. The recovery rights of the Claims Administrator will not be reduced by the "common fund" doctrine.

- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Claims Administrator paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

**Subrogation Rights**
Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

**Reimbursement Rights**
If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial

or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

**IMPORTANT: Failure to Cooperate**
If the Member fails or refuses to sign forms or documents as requested or otherwise fail or refuse to cooperate or abide by any of the obligations described above, the Claims Administrator or Plan Administrator, as applicable, has full discretion and authority to reduce or withhold benefit payments to recover subrogation/reimbursement amounts that are owed and/or to terminate the Member's participation in the Program.

**CLAIM PROCEDURES**

**How To File A Claim**
When the Member needs to file a claim, the Member should fill out the claim form and return it with their itemized bills to the Claims Administrator no later than 90 days after completion of the Covered Services. The claim should include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the service or supply was rendered.

If it was not possible to file the claim within the 90-day period, the Member's benefits will not be reduced, but in no event will the Claims Administrator be required to accept the claim more than 12 months after the end of the Benefit Period in which the Covered Services are rendered except in absence of legal capacity of the claimant.

**Release Of Information**
Each Member agrees that any person or entity having information relating to an illness or injury for which benefits are claimed under this Program may furnish to the Claims Administrator, upon its request, any information (including copies of records relating to the illness or injury). In addition, the Claims Administrator may furnish similar information to other entities providing similar benefits at their request.

The Claims Administrator may furnish other plans or plan sponsored entities with membership and/or coverage information for the purpose of claims processing or facilitating patient care.

When the Claims Administrator needs to obtain consent for the release of personal health information, authorization of care and treatment, or to have access to information from a Member who is unable to provide it, the Claims Administrator will obtain consent from the parent, legal guardian, next of kin, or other individual with appropriate legal authority to make decisions on behalf of the Member.

**Limitation Of Actions**
No legal action may be taken to recover benefits prior to 60 days after notice of claim has been given as specified above, and no such action may be taken later than three years after the date Covered Services are rendered.

**Claim Forms**
The Claims Administrator will furnish to the Member or to the Group, for delivery to the Member, such claim forms as are required for filing proof of loss for Covered Services provided by Non-Participating Providers.

**Timely Filing**
The Claims Administrator will not be liable under this Program unless proper notice is furnished to the Claims Administrator that Covered Services have been rendered to a Member. Written notice must be given within 90 days after completion of the Covered Services. The notice must include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the service or supply was rendered.

Failure to give notice to the Claims Administrator within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will the Claims Administrator be required to accept notice more than two years after the end of the Benefit Period in which the Covered Services are rendered.

**Time of Payment of Claims**
Claim payments for benefits payable under this Program will be processed immediately upon receipt of due written proof of loss. Subject to due written proof of loss, all benefits for loss for which this Program provides periodic benefits will be paid not more than 30 days after receipt of proof of loss and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**Payment of Claims**
If any indemnity of this Program shall be payable to the estate of the Member, or to a Member or beneficiary who is a minor or otherwise not competent to give a valid release, the Claims Administrator may pay such indemnity, up to an amount not exceeding $1,000, to any relative by blood or connection by marriage of the Member or beneficiary who is deemed by the Claims Administrator to be equitably entitled thereto. Any payment made by the Claims Administrator in good faith pursuant to this provision shall fully discharge the Claims Administrator to the extent of such payment.

**Physical Examinations and Autopsy**
The Claims Administrator at its own expense shall have the right and opportunity to examine the Member when and so often as it may reasonably require during the pendency of claim under this Program; and the Claims Administrator shall also have the right and opportunity to make an autopsy in case of death, where it is not prohibited by law.

**Special Circumstances**
In the event that Special Circumstances result in a severe impact to the availability of providers and services, to the procedures required for obtaining benefits for Covered Services under this Program (For example, use of Participating Providers), or to the administration of this Program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period as required by the Special Circumstances as defined below.

The Claims Administrator shall make a good faith effort to provide access to Covered Services in so far as practical and according to its best judgment. Neither the Claims Administrator nor the Participating Providers shall incur liability or obligation for delay or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances as recognized in the community, and by the Claims Administrator and appropriate regulatory authority, are extraordinary circumstances not within the control of the Claims Administrator, including but not limited to:
- Major disaster;
- Epidemic;
- Pandemic;
- The complete or partial destruction of facilities;
- Riot;
- Civil insurrection; or
- Public health emergency.

**COMPLAINT AND APPEAL PROCESS**

Refer to the AmeriHealth Member Benefit Booklet for a description of appeal procedures.

## IMPORTANT DEFINITIONS

The terms below have the following meaning when describing the benefits in this Benefit Booklet. They will be helpful to you (the Member) in fully understanding your benefits.

**Accidental Injury**
Injury to the body that is solely caused by an accident, and not by any other causes.

**Accredited Educational Institution**
A publicly or privately operated academic institution of higher learning which:
- Provides recognized courses or a course of instruction.
- Confers any of the following, when a student completes the course of study:
  - A diploma;
  - A degree; or
  - Another recognized certification of completion.
- Is duly recognized, and declared as such, by the appropriate authority, as follows:
  - An authority of the state in which such institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to Colleges and Universities; and Technical or specialized schools.

**Acupuncture**
A therapeutic procedure performed by the insertion of one or more specially manufactured solid metallic needles into a specific location(s) on the body. The intent is to stimulate Acupuncture points, with or without subsequent manual manipulation.

**Alcohol Or Drug Abuse And Dependency**
Any use of alcohol or other drugs which produces a pattern of pathological use that:
- Causes impairment in the way people relate to others; or
- Causes impairment in the way people function in their jobs or careers; or
- Produces a dependency that makes a person physically ill, when the alcohol or drug is taken away.

**Alternative Therapies/Complementary Medicine**
Complementary and alternative medicine, is defined as a group of diverse medical and health care systems, practices, and products, currently not considered to be part of conventional medicine based on recognition by the National Institutes of Health.

**Ambulatory Surgical Facility**
A facility operated, licensed or approved as an Ambulatory Surgical Facility by the responsible state agency, which provides specialty or multispecialty Outpatient surgical treatment or procedure that is not located on the premises of a Hospital.

It is a Facility Provider which:
- Has an organized staff of Physicians;
- Is licensed as required; and
- Has been approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); or

- Has been approved by the Accreditation Association for Ambulatory Health Care, Inc.; or
- Has been approved by the Claims Administrator.

It is also a Facility Provider which:
- Has permanent facilities and equipment for the primary purposes of performing surgical procedures on an Outpatient basis;
- Provides treatment, by or under the supervision of Physicians and nursing services, whenever the patient is in the facility;
- Does not provide Inpatient accommodations; and
- Is not, other than incidentally, a facility used as an office or clinic for the private practice of a Professional Provider.

**Ancillary Service Provider**
An individual or entity that provides Covered Services, supplies or equipment such as, but not limited to:
- Infusion Therapy Services;
- Durable Medical Equipment; and
- Ambulance services.

**Anesthesia**
The process of giving the Member an approved drug or agent, in order to:
- Cause the Member's muscles to relax;
- Cause the Member to lose feeling; or
- Cause the Member to lose consciousness.

**Applicant And Employee/Member**
You, the Employee who applies for coverage under the Program.

**Application And Application Card**
The request of the Applicant for coverage:
- Either written or via electronic transfer; and
- Set forth in a format approved by the Claims Administrator.

**Attention Deficit Disorder**
A disease that makes a person have a hard time paying attention; be too impulsive; and be overly active.

**Autism Service Provider**
A person, entity or group that provides treatment of Autism Spectrum Disorders (ASD), using an ASD Treatment Plan, and that is either:
- Licensed or certified in this Commonwealth; or
- Enrolled in the Commonwealth's medical assistance program on or before the effective date of the Pennsylvania Autism Spectrum Disorders law.

An Autism Service Provider shall include a Behavioral Specialist.

**Autism Spectrum Disorders (ASD)**
Any of the Pervasive Developmental Disorders defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), or its successor.

**Autism Spectrum Disorders Treatment Plan (ASD Treatment Plan)**
A plan for the treatment of Autism Spectrum Disorders:
- Developed by: A licensed Physician or licensed Psychologist who is a Professional Provider; and
- Based on: A comprehensive evaluation or reevaluation, performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics.

**Behavioral Specialist**
An individual with appropriate certification or licensure by the applicable state, who designs, implements or evaluates a behavior modification intervention component of an ASD (Autism Spectrum Disorder) Treatment Plan, through Applied Behavioral Analysis which includes:
- Skill acquisition and reduction of problematic behavior;
- Improve function and/or behavior significantly; or
- Prevent loss of attained skill or function.

**Benefit Period**
The specified period of time as shown in the ***Schedule of Covered Services*** within which the Member has to use Covered Services in order to be eligible for payment by their Claims Administrator. A charge shall be considered Incurred on the date the service or supply was provided to the Member.

**Birth Center**
A Facility Provider approved by the Claims Administrator which:
- Is primarily organized and staffed to provide maternity care;
- Is where a woman can go to receive maternity care and give birth;
- Is licensed as required in the state where it is situated; and
- Is under the supervision of a Physician or a licensed certified midwife.

**Case Management**
Comprehensive Case Management programs serve Members who have been diagnosed with an illness or injury that is complex, catastrophic, or chronic.

The objectives of Case Management are to:
- Make it easier for Members to get the service and care they need in an efficient way;
- Link the Member with appropriate health care or support services;
- Assist Providers in coordinating prescribed services;
- Monitor the quality of services delivered; and
- Improve Members' health outcomes.

Case Management supports Members and Providers by:
- Locating services;
- Coordinating services; and/or
- Evaluating services.

These steps are taken, across various levels and sites of care, for a Member who has been diagnosed with a complex, catastrophic or chronic illness and/or injury.

**Certified Registered Nurse**
Any one of the following types of nurses who are certified by the state Board of Nursing or a national nursing organization recognized by the State Board of Nursing:
- A certified registered nurse anesthetist;
- A certified registered nurse practitioner;
- A certified entreostomal therapy nurse;
- A certified community health nurse;
- A certified psychiatric mental health nurse; or
- A certified clinical nurse specialist.

This excludes any registered professional nurses employed by:
- A health care facility; or
- An anesthesiology group.

**Cognitive Rehabilitation Therapy**
Cognitive rehabilitation is a medically prescribed, multidisciplinary approach that consists of tasks that:
- Establish new ways for a person to compensate for brain function that has been lost due to injury, trauma, stroke, or encephalopathy; or
- Reinforce or re-establish previously learned patterns of behavior.

It consists of a variety of therapy modalities which lessen and ease problems caused by deficits in:
- Attention;
- Visual processing;
- Language;
- Memory;
- Reasoning; and
- Problem solving.

Cognitive rehabilitation is performed by any of the following professionals, using a team approach:
- A Physician;
- A neuropsychologist;
- A Psychologist; as well as, a physical, occupational or speech therapist.

**Coinsurance**
A type of cost-sharing in which the Member assumes a percentage of the Covered Expense for Covered Services (such as 20%). The Coinsurance percentage is listed in the ***Schedule of Covered Services***.

It is the amount that the Member is obliged to pay for covered medical services, after the Member has satisfied any Copayment(s) or Deductible(s) required by this Program.

**Compendia**
Compendia are reference documents used by the Claims Administrator to determine if a prescription drug should be covered. Compendia provide:
- Summaries of how drugs work;
- Information about which drugs are recommended to treat specific diseases; and
- The appropriate dosing schedule for each drug.

Over the years, some Compendia have merged with other publications. The Claims Administrator only reviews current Compendia when making coverage decisions.

**Conditions For Departments (for Qualifying Clinical Trials)**
The conditions described in this paragraph, for a study or investigation conducted by the Department of Veteran Affairs, Defense or Energy, are that the study or investigation has been reviewed and approved through a system of peer review that the Government determines:

- To be comparable to the system of peer review of studies and investigations used by the National Institutes of Health (NIH); and
- Assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review.

**Consumable Medical Supply**
Non-durable medical supplies that cannot withstand repeated use, are usually disposable, and are generally not useful to a person in the absence of illness or injury.

**Copayment**
A type of cost-sharing in which the Member pays a flat dollar amount each time a Covered Service is provided (such as a $10 or $15 Copayment per office visit). Copayments, if any, are identified in the ***Schedule of Covered Services***.

**Covered Expense**
Refers to the basis on which a Member's Deductibles, Coinsurance, benefit Maximums and benefits are calculated.

- For Covered Services provided by a Facility Provider, the term "Covered Expense" means the following:
  - For Covered Services provided by a Participating Facility , "Covered Expense" for Outpatient services means the amount payable to the Provider under the contractual arrangement in effect with the Claims Administrator .
  - For Covered Services provided by a Participating Facility. "Covered Expense" for Inpatient services means the amount payable to the Provider under the contractual arrangement in effect with the Claims Administrator
  - For Covered Services provided by a Non-Participating Facility Provider, "Covered Expense" for Outpatient services means the lesser of the Medicare Allowable Payment for Facilities or the Facility Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Facility Provider's charges for Covered Services.
  - For Covered Services provided by a Non-Participating Facility Provider, "Covered Expense" for Inpatient services means the lesser of the Medicare Allowable Payment for Facilities or the Facility Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator’s applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator’s applicable proprietary fee schedule, the amount is determined by the applicable Claims Administrator’s proprietary fee schedule for the closest analogous Covered Service.

- For Covered Services provided by a Professional Provider, "Covered Expense" means the following:
  - For Covered Services by a Participating Professional Provider, "Covered Expense" means the rate of reimbursement for Covered Services that the Professional Provider has agreed to accept as set forth by contract with the Claims Administrator
  - For a Non-Participating Professional Provider, "Covered Expense" means the lesser of the Medicare Professional Allowable Payment or of the Provider's charges for Covered Services. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Professional Provider's charges for Covered Services.
- For Covered Services provided by an Ancillary Service Provider, "Covered Expense" means the following:
  - For Covered Services provided by a Participating Ancillary Service Provider "Covered Expense" means the amount payable to the Provider under the contractual arrangement in effect with the Claims Administrator .
  - For Covered Services provided by a Non-Participating Ancillary Service Provider, "Covered Expense" means the lesser of the Medicare Ancillary Allowable Payment or the Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator 's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Non-Participating Ancillary Service Provider's charges for Covered Services.
- Nothing in this section shall be construed to mean that the Claims Administrator would provide coverage for services other than Covered Services.

**Covered Service**
A service or supply specified in this Benefit Booklet for which benefits will be provided by the Claims Administrator.

**Custodial Care (Domiciliary Care)**
Care provided primarily for Maintenance of the patient or care which is designed essentially:
- To assist the patient in meeting their activities of daily living; and
- Which is not primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition.

Custodial Care includes help in tasks which do not require the technical skills or professional training of medical or nursing personnel in order to be performed safely and effectively.

Such tasks include, but are not limited to:
- Walking;
- Bathing;
- Dressing;
- Feeding;
- Preparation of special diets; and
- Supervision over self-administration of medications.

**Day Rehabilitation Program**
A level of Outpatient Care consisting of four to seven hours of daily rehabilitative therapies and other medical services five days per week.
The Member returns home:
- Each evening; and
- For the entire weekend.

Therapies provided may include a combination of therapies, such as:
- Physical Therapy;
- Occupational Therapy; and
- Speech Therapy.

Other medical services such as:
- Nursing services;
- Psychological therapy; and
- Case Management services.

Day Rehabilitation sessions also include a combination of:
- One-to-one therapy; and
- Group therapy.

**Decision Support**
Services that help Members make well-informed decisions about Health care and support their ability to follow their Provider's treatment plan. Some examples of support services are:
- Major treatment choices; and
- Every day health choices.

**Deductible**
A specified amount of Covered Expense for the Covered Services that is Incurred, by the Member, before the Claims Administrator will assume any liability.
- A specific dollar amount that the Member's Claims Administrator may require that the Member pay out-of-pocket each Benefit Period, before the Program begins to make payments for claims.

**Detoxification**
The process by which a person who is alcohol or drug intoxicated, or alcohol or drug dependent, is assisted under the following circumstances:
- In a state licensed Facility Provider; or
- In the case of opiates, by an appropriately licensed behavioral health provider, in an ambulatory (Outpatient) setting.

This treatment process will occur through the period of time necessary to eliminate, by metabolic or other means, any or each of the following problems:
- The intoxicating alcohol or drug;
- Alcohol or drug dependency factors; or
- Alcohol in combination with drugs, as determined by a licensed Physician, while keeping the physiological and psychological risk to the patient at a minimum.

**Disease Management**
An approved program designed to identify and help people, who have a particular chronic disease, to stay as healthy as possible

- Disease Management programs use a population-based approach to:
  - Identify Members who have or are at risk for a particular chronic medical condition;
  - Intervene with specific programs of care; and
  - Measure and improve outcomes.
- Disease Management programs use evidence-based guidelines to:
  - Educate and support Members and PCP's and Participating Professional Providers;
  - Matching interventions to Members with greatest opportunity for improved clinical or functional outcomes.
- To assist Members with chronic disease(s), Disease Management programs may employ:
  - Education;
  - Provider feedback and support statistics;
  - Compliance monitoring and reporting; and/or
  - Preventive medicine.
- Disease Management interventions are intended to both:
  - Improve delivery of services in various active stages of the disease process; as well as to reduce/prevent relapse or acute exacerbation of the condition.

**Domestic Partner (Domestic Partnership)**
An individual of a Domestic Partnership consisting of two people, each of whom:

- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this Domestic Partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partnership agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

  The Claims Administrator reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

**Durable Medical Equipment (DME)**
Equipment that meets the following criteria:

- It is durable. (That is, an item that can withstand repeated use.)
- It is medical equipment. (That is, equipment that is primarily and customarily used for medical purposes, and is not generally useful in the absence of illness or injury.)
- It is generally not useful to a person without an illness or

injury.
- It is appropriate for use in the home.

Durable Medical Equipment includes, but is not limited to:
- Diabetic supplies;
- Canes;
- Crutches;
- Walkers;
- Commode chairs;
- Home oxygen equipment;
- Hospital beds;
- Traction equipment; and
- Wheelchairs.

**Effective Date**
The date on which coverage for a Member begins under the Program. All coverage begins at 12:01 a.m. on the date reflected on the records of the Claims Administrator.

**Emergency**
The sudden and unexpected onset of a medical or psychiatric condition manifesting itself in acute symptoms of sufficient severity or 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:
- Placing the Member's health, or in the case of a pregnant Member, the health of the unborn child, in jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

**Emergency Care**
Covered Services and supplies provided to a Member in, or for, an Emergency:
- By a Hospital or Facility Provider and/or Professional Provider; and
- On an Outpatient basis; and
- In a Hospital Emergency Room or Outpatient Emergency Facility.

**Employee**
An individual of the Group contracting with the Claims Administrator and:
- Who meets the eligibility requirements for enrollment; and
- Who, at enrollment, is specified as meeting the eligibility requirements; and
- In whose name the Identification Card is issued.

**Equipment For Safety**
Equipment used to keep people safe.

These are:
- Items that are not primarily used for the diagnosis, care or treatment of disease or injury.
- Items which are primarily used to prevent injury or provide a safe surrounding.

Examples include:
- Restraints;

- Safety straps;
- Safety enclosures; and
- Car seats.

**Experimental/Investigative Services**
A drug, biological product, device, medical treatment or procedure, or diagnostic test which meets any of the following criteria:
- Is the subject of: Ongoing clinical trials;
- Is the research, experimental, study or investigational arm of an ongoing clinical trial(s) or is otherwise under a systematic, intensive investigation to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis;
- Is not of proven benefit for the particular diagnosis or treatment of the Member's particular condition;
- Is not generally recognized by the medical community, as clearly demonstrated by Reliable Evidence, as effective and appropriate for the diagnosis or treatment of the Member's particular condition; or
- Is generally recognized, based on Reliable Evidence, by the medical community as a diagnostic or treatment intervention for which additional study regarding its safety and efficacy for the diagnosis or treatment of the Member's particular condition, is recommended.

Any drug, biological product, device, medical treatment or procedure, or diagnostic test is not considered Experimental/Investigative if it meets all of the criteria listed below:
- When required, the drug, biological product, device, medical treatment or procedure, or diagnostic test must have final approval from the appropriate governmental regulatory bodies (For example, FDA).
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test meets technical standards, is clinically valid, and has a definite positive effect on health outcomes.
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test leads to measurable improvement in health outcomes (That is, the beneficial effects outweigh any harmful effects).
- Reliable Evidence clearly demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable.
- Reliable Evidence clearly demonstrates that improvement in health outcomes, as defined in the previous bullet, is possible in standard conditions of medical practice, outside clinical investigatory settings.
- Reliable Evidence shows that the prevailing opinion among experts regarding the drug, biological product, device, medical treatment or procedure or diagnostic test is that studies or clinical trials have determined its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment for a particular diagnosis.

Any approval granted as an interim step in the FDA regulatory process (For example, An Investigational New Drug Exemption as defined by the FDA), is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of a drug or biological product (For example, infusible agent) for another diagnosis, condition, or in a manner that does not align with the FDA approval shall require that one or more of the established reference

Compendia identified in the Claims Administrator policies recognize the usage as appropriate medical treatment.

**Facility Provider**
An institution or entity licensed, where required, to provide care.

Such facilities include:
- Ambulatory Surgical Facility;
- Birth Center;
- Free Standing Dialysis Facility;
- Free Standing Ambulatory Care Facility;
- Home Health Care Agency;
- Hospice;
- Hospital;
- Non-Hospital Facility;
- Psychiatric Hospital;
- Rehabilitation Hospital;
- Residential Treatment Facility;
- Short Procedure Unit;
- Skilled Nursing Facility.

**Family Coverage**
Coverage purchased for the Member and one or more of the Member's Dependents.

**Free Standing Ambulatory Care Facility**
A Facility Provider, other than a Hospital, that provides treatment or services on an Outpatient or partial basis.

In addition, the facility:
- Is not, other than incidentally, used as an office or clinic for the private practice of a Physician.
- Is licensed by the state in which it is located and be accredited by the appropriate regulatory body.

**Free Standing Dialysis Facility**
A Facility Provider that provides dialysis services for people who have serious kidney disease.

In addition, the facility:
- Is primarily engaged in providing dialysis treatment, Maintenance or training to patients on an Outpatient or home care basis.
- Is licensed or approved by the appropriate governmental agency; and
- Is approved by the Claims Administrator.

**Gene Replacement Therapy**
The scientific development of a functional copy of a missing, non-functioning, or mutated gene, designed to be infused or injected into the body to restore normal function. Examples of Gene Replacement Therapy include Luxturna® (voretigene neparvovec-rzyl) and Zolgensma® (onasemnogene abeparvovec-xioi).

**Group or (Enrolled Group)**

A group of Employees which has been accepted by the Claims Administrator, consisting of all those Applicants whose charges are remitted by the Applicant's Agent together with all the Employees, listed on the Application Cards or amendments thereof, who have been accepted by the Claims Administrator.

**Hearing Aid**
A device that amplifies sound through simple acoustic amplification or through transduction of sound waves into mechanical energy that is perceived as sound. A Hearing Aid is comprised of:
- A microphone to pick up sound;
- An amplifier to increase the sound;
- A receiver to transmit the sound to the ear; and
- A battery for power.

A Hearing Aid may also have a transducer that changes sound energy into a different form of energy. The separate parts of a Hearing Aid can be packaged together into a small self-contained unit, or may remain separate or even require surgical implantation into the ear or part of the ear. Generally, a Hearing Aid will be categorized into one of the following common styles:
- Behind-The-Ear;
- In-The-Ear;
- In-The-Canal;
- Completely-In-The-Canal; or
- Implantable (Can Be Partial or Complete).

A Hearing Aid is not a cochlear implant.

**Home**
For purposes of the Home Health Care and Homebound Covered Services only, this is the place where the Member lives.

This place may be:
- A private residence/domicile;
- An assisted living facility;
- A long-term care facility; or
- A Skilled Nursing Facility at a custodial level of care.

**Homebound**
Being unable to safely leave Home due to severe restrictions on the Member's mobility.

A person can be considered Homebound when: Leaving Home would do the following:
- Involve a considerable effort by the Member; and
- Leave the Member unable to use transportation, without another's assistance.

The following individuals will NOT automatically be considered Homebound: But must meet both requirements shown above:
- A child;
- An unlicensed driver; or
- An individual who cannot drive.

**Home Health Care Provider**
A Facility Provider, approved by the Claims Administrator, that is engaged in providing, either directly or through an arrangement, health care services to Members:
- On an intermittent basis in the Member's Home.
- In accordance with an approved home health care Plan Of Treatment.

**Hospice**
A Facility Provider that is engaged in providing palliative care rather than curative care to terminally ill individuals.

The Hospice must be:
- Certified by Medicare to provide Hospice services, or accredited as a Hospice by the appropriate regulatory agency; and
- Appropriately licensed in the state where it is located.

**Hospital**
An approved facility that provides Inpatient, as well as Outpatient Care, and that meet the requirements listed below.

The term Hospital specifically refers to a short-term, acute care, general Hospital which has been approved by The Joint Commission on Accreditation of Healthcare Organizations; and/or by the American Osteopathic Hospital Association or by the Claims Administrator, and which meets the following requirements:
- Is a duly licensed institution;
- Is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians;
- Has organized departments of medicine;
- Provides 24-hour nursing service by or under the supervision of Registered Nurses;
- Is not, other than incidentally, any of the following:
  - Skilled Nursing Facility;
  - Nursing home;
  - School;
  - Custodial Care home;
  - Health resort;
  - Spa or sanitarium;
  - Place for rest;
  - Place for aged;
  - Place for treatment of Mental Illness;
  - Place for treatment of Alcohol or Drug Abuse;
  - Place for provision of rehabilitation care;
  - Place for treatment of pulmonary tuberculosis;
  - Place for provision of Hospice care.

**Hospital-Based Provider**
A Physician who provides Medically Necessary services in a Hospital or other Participating Facility Provider and meets the requirements listed below:
- The Medically Necessary services must be supplemental to the primary care being provided in the Hospital or Participating Facility Provider;
- The Medically Necessary services must be those for which the Member has limited or no

control of the selection of such Physician;

- Hospital-Based Providers include Physicians in the specialties of:
  - Radiology;
  - Anesthesiology;
  - Pathology; and/or
  - Other specialties, as determined by the Claims Administrator.

When these Physicians provide services other than in the Hospital or other Participating Facility, they are not considered Hospital-Based Providers.

**Identification Card (ID Card)**
The currently effective card issued to the Member by the Claims Administrator which must be presented when a Covered Service is requested.

**Immediate Family**
The Employee's:

- Spouse;
- Parent;
- Child, stepchild;
- Brother, sister; or
- Persons who ordinarily reside in the household of the Member.

**Incurred**
A charge shall be considered Incurred (acquired) on the date a Member receives the service or supply for which the charge is made.

**Independent Clinical Laboratory**
A laboratory that performs clinical pathology procedure and that is not affiliated or associated with a:

- Hospital;
- Physician; or
- Facility Provider.

**Inpatient Admission (Inpatient)**
The actual entry of a Member, who is to receive Inpatient services as a registered bed patient, and for whom a room and board charge is made, into any of the following:

- Hospital;
- Extended care facility; or
- Facility Provider.

The Inpatient Admission shall continue until such time as the Member is actually discharged from the facility.

**Inpatient Care For Alcohol Or Drug Abuse And Dependency**
The provision of medical, nursing, counseling or therapeutic services 24 hours a day in a Hospital or Non-Hospital Facility, according to individualized treatment plans.

**Licensed Clinical Social Worker**
A social worker who:

- Has graduated from a school accredited by the Council on Social Work Education with a Doctoral or Master's Degree; and

- Is licensed by the appropriate state authority.

**Licensed Practical Nurse (LPN)**
A nurse who:
- Has graduated from a formal practical or nursing education program; and
- Is licensed by the appropriate state authority.

**Life-Threatening Disease Or Condition (for Qualifying Clinical Trials)**
Any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Maintenance**
A continuation of the Member's care and management when:
- The maximum therapeutic value of a Medically Necessary treatment plan has been achieved;
- No additional functional improvement is apparent or expected to occur;
- The provision of Covered Services for a condition ceases to be of therapeutic value; and
- It is no longer Medically Necessary.

This includes Maintenance services that seek to:
- Prevent disease;
- Promote health; and
- Prolong and enhance the quality of life.

**Master's Prepared Therapist**
A therapist who:
- Holds a Master's Degree in an acceptable human services-related field of study;
- Is licensed as a therapist at an independent practice level; and
- Is licensed by the appropriate state authority to provide therapeutic services for the treatment of Mental Health/Psychiatric Services (including treatment of Serious Mental Illness).

**Maximum**
A limit on the amount of Covered Services that a Member may receive. The Maximum may apply to all Covered Services or selected types. When the Maximum is expressed in dollars, this Maximum is measured by the Covered Expenses, less Deductibles, Coinsurance and Copayment amounts paid by Members for the Covered Services to which the Maximum applies. The Maximum may not be measured by the actual amounts paid by the Claims Administrator to the Providers. A Maximum may also be expressed in number of days or number of services for a specified period of time.
- Benefit Maximum - the greatest amount of a specific Covered Service that a Member may receive.
- Lifetime Maximum - the greatest amount of Covered Services that a Member may receive in the Member's lifetime.

**Medical Care**
Services rendered by a Professional Provider for the treatment of an illness or injury. These are services that must be rendered within the scope of their license.

**Medical Foods**
Liquid nutritional products which are specifically formulated to treat one of the following genetic diseases: phenylketonuria, branched-chain ketonuria, galactosemia, homocystinuria.

**Medically Necessary (Medical Necessity)**
Shall mean:
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of:
  - Preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient, that are:
  - In accordance with generally accepted standards of medical practice;
  - Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
  - Not primarily for the convenience of the patient, Physician, or other health care provider;
  - Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease; and
  - Furnished in the most appropriate and cost-effective setting (site of care) that is appropriate to the Member's medical needs and condition, based on the Member's current medical condition and any required monitoring or additional services that may coincide with the delivery of this service.
- For these purposes, "generally accepted standards of medical practice" means standards that are based on:
  - Credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, Physician Specialty Society recommendations; and
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

**Medical Policy**
Medical Policy is used to determine whether Covered Services are Medically Necessary. Medical Policy is developed based on various sources including, but not limited to:
- Peer-reviewed scientific literature published in journals and textbooks; and
- Guidelines put forth by governmental agencies; and
- Respected professional organizations; and
- Recommendations of experts in the relevant medical specialty.

**Medicare**
The programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**Medicare Allowable Payment for Facilities**
The payment amount, as determined by the Medicare program, for the Covered Service for a Facility Provider.

**Medicare Ancillary Allowable Payment**
The payment amount, as determined by the Medicare program, for the Covered Service for an Ancillary Service Provider.

**Medicare Professional Allowable Payment**
The payment amount, as determined by the Medicare program, for the Covered Service based on the Medicare Par Physician Fee Schedule - Pennsylvania Locality 01.

**Member**
An enrolled Employee or their Eligible Dependent(s) who have satisfied the specifications of the ***General Information*** section.

A Member does NOT mean any person who is eligible for Medicare, except as specifically stated in this Benefit Booklet.

**Mental Illness**
Any of various conditions, wherein mental treatment is provided by a qualified mental health Provider.
- These various conditions must be categorized as mental disorders by the most current edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual (DSM).
- For purposes of this Program, conditions categorized as Mental Illness do not include those conditions listed under Serious Mental Illness or Autism Spectrum Disorders.
- The benefit limits for Mental Illness, Serious Mental Illness, and Autism Spectrum Disorders are separate and not cumulative.

**Methadone Treatment**
Provision and supervision of methadone hydrochloride in prescribed doses for the treatment of opioid dependency.

**Non-Hospital Facility**
A Facility Provider, licensed by the Department of Health for the care or treatment of Members diagnosed with Alcohol Or Drug Abuse And Dependency. This does NOT include transitional living facilities.

Non-Hospital Facilities, shall include, but not be limited to the following, for Partial Hospitalization programs:
- Residential Treatment Facilities; and
- Free Standing Ambulatory Care Facilities.

**Non-Hospital Residential Treatment**
The provision of medical, nursing, counseling, or therapeutic services to Members diagnosed with Alcohol Or Drug Abuse And Dependency:
- In a residential environment;
- According to individualized treatment plans.

**Non-Participating Ancillary Service Provider**
An Ancillary Service Provider that has not agreed to a rate of reimbursement determined by contract with the Claims Administrator for the provisions of Covered Services to Members.

**Non-Participating Facility Provider**
A Facility Provider that has not agreed to a rate of reimbursement determined by contract with the Claims Administrator for the provisions of Covered Services to Members.

**Non-Participating Mail Order Pharmacy**
A Mail Order Pharmacy that has not agreed to a rate of reimbursement determined by contract with the Claims Administrator.

**Non-Participating Pharmacy**
A Pharmacy that has not agreed to a rate of reimbursement determined by contract with the Claims Administrator.

**Non-Participating Professional Provider**
A Professional Provider who has not agreed to a rate of reimbursement determined by contract with the Claims Administrator for the provisions of Covered Services to Members.

**Non-Participating Provider**
A Facility Provider, Professional Provider, Ancillary Service Provider or Pharmacy that does not have a contractual relationship with the Claims Administrator for the provisions of Covered Services to Members.

**Nutritional Formula**
Liquid nutritional products which are formulated to supplement or replace normal food products.

**Out-of-Pocket Limit**
A specified dollar amount of Coinsurance expense Incurred by the Member for Covered Services in a Benefit Period.
- Such expense does not include any Deductible, Penalties or Copayment amounts.
- When the Out-of-Pocket Limit is reached, the level of benefits is increased, as specified in the ***Schedule of Covered Services***.

**Outpatient Care (or Outpatient)**
Medical, nursing, counseling or therapeutic treatment provided to a Member who does not require an overnight stay in a Hospital or other Inpatient Facility.

**Outpatient Diabetic Education Program**
An Outpatient Diabetic Education Program, provided by a Participating Provider that has been recognized by the Department of Health or the American Diabetes Association as meeting the national standards for Diabetes Patient Education Programs established by the National Diabetes Advisory Board.

**Partial Hospitalization**
Medical, nursing, counseling or therapeutic services that are:
- Provided on a planned and regularly scheduled basis in a Hospital or Facility Provider; and
- Designed for a patient who would benefit from more intensive services than are offered in Outpatient treatment but who does not require Inpatient confinement.

**Participating Ancillary Service Provider**
An Ancillary Service Provider that has agreed to a rate of reimbursement determined by a contract with the Claims Administrator for the provision of Covered Services to Members.

**Participating Facility Provider**
A Facility Provider that has agreed to a rate of reimbursement determined by a contract with the Claims Administrator for the provision of Covered Services to Members.

**Participating Mail Order Pharmacy**
A Pharmacy that has agreed to a rate of reimbursement determined by a contract with the Claims Administrator to provide Members with mail order prescription drug services.

**Participating Pharmacy**
A Pharmacy that has agreed to a rate of reimbursement determined by a contract with the Claims Administrator for Prescription Drugs provided to Members.

**Participating Professional Provider**
A Professional Provider who has agreed to a rate of reimbursement determined by a contract with the Claims Administrator for the provision of Covered Services to Members.

**Participating Provider**
A Facility Provider, Professional Provider, Ancillary Service Provider or Pharmacy that has agreed to a rate of reimbursement determined by a contract with the Claims Administrator for the provision of Covered Services to Members.

**Penalty**
A type of cost-sharing in which the Member is assessed a percentage reduction in benefits payable for failure to obtain Precertification of certain Covered Services. Penalties, if any, are identified and explained in detail in the ***General Information*** section.

**Pervasive Developmental Disorders (PDD)**
Disorders characterized by severe and pervasive impairment in several areas of development:
- Reciprocal social interaction skills;
- Communication skills; or
- The presence of stereotyped behavior, interests and activities.

Examples are:
- Asperger's syndrome; and
- Childhood disintegrative disorder.

**Physician**
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), licensed and legally entitled to practice medicine in all its branches, perform Surgery and dispense drugs.

**Plan Of Treatment**
A plan of care which is prescribed in writing by a Professional Provider for the treatment of an injury or illness. The Plan Of Treatment should include goals and duration of treatment, and be limited in scope and extent to that care which is Medically Necessary for the Member's diagnosis and condition.

**Precertification (or Precertify)**
Prior assessment by the Claims Administrator or a designated agent that proposed services, such as hospitalization, are Medically Necessary for a Member and covered by this Program. Payment for services depends on whether the Member and the category of service are covered under this Program.

**Prenotification (Prenotify)**
The requirement that a Member provide prior notice to the Claims Administrator that proposed services, such as maternity care, are scheduled to be performed.

- No Penalty will be applied for failure to comply with this requirement.
- Payment for services depends on whether the Member and the category of service are covered under this Program.
- To Prenotify, the Member should call the telephone number on the ID card, prior to obtaining the proposed service.

**Preventive Care**
Means:

- Evidence-based items or services that are rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force with respect to the Member;
- Immunizations for routine use for Members of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Member;
- Evidence-informed preventive care and screenings for Members who are infants, children, and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;
- Evidence-informed preventive care and screenings for Members as included in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- Any other evidence-based or evidence-informed items as determined by the federal and/or state law.

**Private Duty Nursing**
Private Duty Nursing is Medically Necessary, complex skilled nursing care provided in the Member's private residence by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN). It provides continuous monitoring and observation of a Member who requires frequent skilled nursing care on an hourly basis. Private Duty Nursing must be ordered by a Professional Provider who is involved in the oversight of the Member's care, in accordance with the Provider's scope of practice.

**Professional Provider**
A person or practitioner with an unrestricted, unsanctioned license, who is licensed, where required, and performing services within the scope of such licensure. The Professional Providers are:

- Audiologist;
- Autism Service Provider;
- Behavior Specialist;
- Certified Midwife;
- Certified Registered Nurse;
- Chiropractor;
- Dentist;
- Independent Clinical Laboratory;
- Licensed Clinical Social Worker;
- Master's Prepared Therapist;
- Optometrist;

- Physical Therapist;
- Physician;
- Physician Assistant;
- Podiatrist;
- Psychologist;
- Registered Dietitian;
- Speech-Language Pathologist;
- Teacher of the hearing impaired.

**Program**
The benefit plan provided by the Group through an arrangement with the Claims Administrator.

**Prosthetics (or Prosthetic Devices)**
Devices (except dental Prosthetics), which replace all or part of:
- An absent body organ including contiguous tissue; or
- The function of a permanently inoperative or malfunctioning body organ.

**Provider**
A Facility Provider, Professional Provider or Ancillary Service Provider licensed where required.

**Psychiatric Hospital**
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing diagnostic and therapeutic services for the Inpatient treatment of Mental Illness.
- Such services are provided by or under the supervision of an organized staff of Physicians.
- Continuous nursing services are provided under the supervision of a Registered Nurse.

**Psychologist**
A Psychologist who is:
- Licensed in the state in which they practice; or
- Otherwise duly qualified to practice by a state in which there is no Psychologist licensure.

**Qualified Individual (for Clinical Trials)**
A Member who meets the following conditions:
- The Member is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other Life-Threatening Disease or Condition; and
- Either:
  - The referring health care professional is a health care provider participating in the clinical trial and has concluded that the Member's participation in such trial would be appropriate based upon the individual meeting the conditions described above; or
  - The Member provides medical and scientific information establishing that their participation in such trial would be appropriate based upon the Member meeting the conditions described above.

**Qualifying Clinical Trial**
A phase I, II, III, or IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease Or Condition and is described in any of the following:

- Federally funded trials: the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - The National Institutes of Health (NIH);
  - The Centers for Disease Control and Prevention (CDC);
  - The Agency for Healthcare Research and Quality (AHRQ);
  - The Centers for Medicare and Medicaid Services (CMS);
  - Cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA);
  - Any of the following, if the Conditions For Departments are met:
    - The Department of Veterans Affairs (VA);
    - The Department of Defense (DOD); or
    - The Department of Energy (DOE).
- The study of investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration (FDA); or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

In the absence of meeting the criteria listed above, the Clinical Trial must be approved by the Claims Administrator as a Qualifying Clinical Trial.

**Registered Dietitian (RD)**
A dietitian registered by a nationally recognized professional association of dietitians.

- A Registered Dietitian (RD) is a food and nutrition expert who has met the minimum academic and professional requirements to qualify for the credential "RD".

**Registered Nurse (R.N.)**
A nurse who:

- Has graduated from a formal program of nursing education (diploma school, associate degree or baccalaureate program); and
- Is licensed by the appropriate state authority.

**Rehabilitation Hospital**
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing rehabilitation care services on an Inpatient basis.

- Rehabilitation care services consist of:
  - The combined use of medical, social, educational, and vocational services to enable patients disabled by disease or injury to achieve the highest possible level of functional ability.
- Services are provided by or under:
  - The supervision of an organized staff of Physicians.
- Continuous nursing services are provided:
  - Under the supervision of a Registered Nurse.

**Reliable Evidence**
Peer-reviewed reports of clinical studies that have been designed according to accepted scientific standards such that potential biases are minimized to the fullest extent, and generalizations may be made about safety and effectiveness of the technology outside of the research setting. Studies are to be published or accepted for publication, in medical or scientific journals that meet nationally recognized requirements for scientific manuscripts and that are generally recognized by the relevant medical community as authoritative. Furthermore, evidence-based guidelines from respected professional organizations and governmental entities may be considered Reliable Evidence if generally accepted by the relevant medical community.

**Residential Treatment Facility**
A Facility Provider licensed and approved by the appropriate government agency and approved by the Claims Administrator, which provides treatment for:
- Mental Illness;
- Serious Mental Illness; or
- Alcohol Or Drug Abuse And Dependency to partial, Outpatient or live-in patients who do not require acute Medical Care.

**Retail Clinics**
Retail Clinics are staffed by certified nurse practitioners trained to diagnose, treat and write prescriptions when clinically appropriate.
- Services are available to treat basic medical needs for: Urgent Care.
- Examples of needs are:
  - Sore throat;
  - Ear, eye or sinus infection;
  - Allergies;
  - Minor burns;
  - Skin infections or rashes; and
  - Pregnancy testing.

**Routine Patient Costs Associated With Qualifying Clinical Trials**
Routine patient costs include all items and services consistent with the coverage provided under this Program that is typically covered for a Qualified Individual who is not enrolled in a clinical trial.

Routine patient costs do NOT include:
- The investigational item, device, or service itself;
- Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Self-Administered Prescription Drug**
A Prescription Drug that can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required. Examples of Self-Administered Prescription Drugs include, but are not limited to:
- Oral drugs;
- Self-Injectable Drugs;

- Inhaled drugs; and
- Topical drugs.

**Self-Injectable Prescription Drug (Self-Injectable Drug)**
A Prescription Drug that:
- Is introduced into a muscle or under the skin with a syringe and needle; and
- Can be administered safely and effectively by either the Member or a caregiver without medical supervision, regardless of whether initial medical supervision and/or instruction is required.

**Serious Mental Illness**
Means any of the following biologically based Mental Illnesses: As defined by the American Psychiatric Association, in the most recent edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual of Mental Disorders (DSM):
- Schizophrenia;
- Bipolar disorder;
- Obsessive-compulsive disorder;
- Major depressive disorder;
- Panic disorder;
- Anorexia nervosa;
- Bulimia nervosa;
- Schizo-affective disorder;
- Delusional disorder; and
- Any other Mental Illness that is considered to be "Serious Mental Illness" by law.

Benefits are provided for diagnosis and treatment of these conditions when:
- Determined to be Medically Necessary; and
- Provided by a Provider.

Covered Services may be provided on an Outpatient or Inpatient basis.

**Severe Systemic Protein Allergy**
Means allergic symptoms to ingested proteins of sufficient magnitude to cause:
- Weight loss or failure to gain weight;
- Skin rash;
- Respiratory symptoms; and
- Gastrointestinal symptoms of significant magnitude to cause gastrointestinal bleeding and vomiting.

**Short Procedure Unit**
A unit which is approved by the Claims Administrator and which is designed to handle the following kinds of procedures on an Outpatient basis:
- Lengthy diagnostic procedures; or
- Minor surgical procedures.

In the absence of a Short Procedure Unit these are procedures which would otherwise have resulted in an Inpatient Admission.

**Skilled Nursing Facility**
An institution or a distinct part of an institution, other than one which:
- Is primarily for the care and treatment of Mental Illness, tuberculosis, or Alcohol Or Drug Abuse And Dependency.

It is also an institution which:
- Is accredited as a Skilled Nursing Facility or extended care facility by the Joint Commission on Accreditation of Healthcare Organizations; or
- Is certified as a Skilled Nursing Facility or extended care facility under the Medicare Law; or
- Is otherwise acceptable to the Claims Administrator.

**Sound Natural Teeth**
Teeth that are:
- Stable;
- Functional;
- Free from decay and advanced periodontal disease;
- In good repair at the time of the Accidental Injury/trauma; and
- Are not man-made.

**Specialty Drug**
A medication that meets certain criteria including, but not limited to:
- The drug is used in the treatment of a rare, complex, or chronic disease.
- A high level of involvement is required by a Professional Provider to administer the drug.
- Complex storage and/or shipping requirements are necessary to maintain the drug's stability.
- The drug requires comprehensive patient monitoring and education by a Professional Provider regarding safety, side effects, and compliance.
- Access to the drug may be limited.

The Claims Administrator reserves the right to determine which Specialty Drug vendors and/or Professional Providers can dispense or administer certain Specialty Drugs.

**Standard Injectable Drug**
A medication that is either injectable or infusible:
- But is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug. Instead, these drugs need to be administered by a Professional Provider.

Standard Injectable Drugs include, but are not limited to:
- Allergy injections and extractions; and
- Injectable medications such as antibiotics and steroid injections that are administered by a Professional Provider.

**Surgery**
The performance of generally accepted operative and cutting procedures including:
- Specialized instrumentations;
- Endoscopic examinations; and
- Other invasive procedures.

Payment for Surgery includes an allowance for related Inpatient preoperative and postoperative care.

Treatment of burns, fractures and dislocations are also considered Surgery.

**Therapy Service**
The following services or supplies prescribed by a Physician and used for the treatment of an illness or injury to promote the recovery of the Member:

- Cardiac Rehabilitation Therapy
  Medically supervised rehabilitation program designed to improve a patient's tolerance for physical activity or exercise.

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells.

- Dialysis
  The treatment that removes waste materials from the body for people with:
  - Acute renal failure; or
  - Chronic irreversible renal insufficiency.

- Infusion Therapy
  The infusion of:
  - Drug;
  - Hydration; or
  - Nutrition (parenteral or enteral);
  - Into the body by a Professional Provider.

  Infusion therapy includes: All professional services, supplies, and equipment that are required to safely and effectively administer the therapy.

  Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to:
  - Prepare the drug;
  - Administer the infusion; and
  - Monitor the Member.

  The type of Professional Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- Occupational Therapy
  Medically prescribed treatment concerned with improving or restoring neuromusculoskeletal (nerve, muscle and bone) functions which have been impaired by:
  - Illness or injury;
  - Congenital anomaly (a birth defect); or
  - Prior therapeutic intervention.

  Occupational Therapy also includes medically prescribed treatment concerned with improving the Member's ability to perform those tasks required for independent functioning, where such function has been permanently lost or reduced by:

- Illness or injury;
- Congenital anomaly (a birth defect); or
- Prior therapeutic intervention (Prior treatment).

This does NOT include services specifically directed towards the improvement of vocational skills and social functioning.

- Orthoptic/Pleoptic Therapy
  Medically prescribed treatment for the correction of oculomotor dysfunction resulting in the lack of vision depth perception.

  Such dysfunction results from:
  - Vision disorder;
  - Eye Surgery; or
  - Injury.

  Treatment involves a program which includes evaluation and training sessions.

- Physical Therapy
  Medically prescribed treatment of physical disabilities or impairments resulting from:
  - Disease;
  - Injury;
  - Congenital anomaly; or
  - Prior therapeutic intervention by the use of therapeutic exercise and other interventions that focus on improving:
    - Posture;
    - Mobility;
    - Strength;
    - Endurance;
    - Balance;
    - Coordination;
    - Joint Mobility;
    - Flexibility; and
    - The functional activities of daily living.

- Pulmonary Rehabilitation Therapy
  A multidisciplinary, comprehensive program for Members who have a chronic lung disease. Pulmonary rehabilitation is designed to:
  - Reduce symptoms of disease;
  - Improve functional status; and
  - Stabilize or reverse manifestations of the disease.

- Radiation Therapy
  The treatment of disease by:
  - X-Ray;
  - Gamma ray;
  - Accelerated particles;
  - Mesons; or
  - Neutrons, radium, radioactive isotopes, or other radioactive substances regardless of the method of delivery.

- Speech Therapy
  Medically prescribed services that are necessary for the diagnosis and/or treatment of speech and language disorders, due to conditions or events that result in communication disabilities and/or swallowing disorders:
  - Disease;
  - Surgery;
  - Injury;
  - Congenital and developmental anomalies (birth defects); or
  - Previous therapeutic processes.

**Total Disability (or Totally Disabled)**
Means that a Covered Employee who, due to illness or injury:
- Cannot perform any duty of their occupation or any occupation for which the Employee is, or may be, suited by education, training and experience; and
- Is not, in fact, engaged in any occupation for wage or profit.

A Dependent is totally disabled if: They cannot engage in the normal activities of a person in good health and of like age and sex.

The Totally Disabled person must be under the regular care of a Physician.

**Urgent Care**
Urgent Care needs are for sudden illness or Accidental Injury that require prompt medical attention but are not life-threatening and are not Emergency medical conditions when your Professional Provider is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care.

**Urgent Care Centers**
Facility Provider designed to offer immediate evaluation and treatment for sudden health conditions and accidental injuries that:
- Require medical attention in a non-Emergency situation; and
- When the Member's Professional Provider's office is unavailable.

Urgent Care is not the same as: Emergency Services (see definition of "Urgent Care" above).

## IMPORTANT NOTICES

**Regarding Experimental/Investigative Treatment:**

The Claims Administrator does not cover treatment it determines to be Experimental/Investigative in nature because that treatment is not accepted by the general medical community for the condition being treated or not approved as required by federal or governmental agencies. However, the Claims Administrator acknowledges that situations exist when a Member and their Physician agree to utilize Experimental/Investigative treatment. If a Member receives Experimental/Investigative treatment, the Member shall be responsible for the cost of the treatment. A Member or their Physician should contact the Claims Administrator to determine whether a treatment is considered Experimental/Investigative. The term "Experimental/Investigative" is defined in the ***Important Definitions*** section.

**Regarding Treatment Which Is Not Medically Necessary:**

The Claims Administrator only covers treatment which it determines Medically Necessary. A Participating Provider accepts the Claims Administrator 's decision and contractually is not permitted to bill the Member for treatment which the Claims Administrator determines is not Medically Necessary unless the Participating Provider specifically advises the Member in writing, and the Member agrees in writing that such services are not covered by the Claims Administrator, and that the Member will be financially responsible for such services. A Non-Participating Provider, however, is not obligated to accept the Claims Administrator's determination and the Member may not be reimbursed for treatment which the Claims Administrator determines is not Medically Necessary. The Member is responsible for these charges when treatment is received by a Non-Participating Provider. The Member can avoid these charges simply by choosing a Participating Provider for the Members care. The term "Medically Necessary" is defined in the ***Important Definitions*** section.

**Regarding Treatment for Cosmetic Purposes:**

The Claims Administrator does not cover treatment which it determines is for cosmetic purposes because it is not necessitated as part of the Medically Necessary treatment of an illness, injury or congenital birth defect. However, the Claims Administrator acknowledges that situations exist when a Member and their Physician decide to pursue a course of treatment for cosmetic purposes. In such cases, the Member is responsible for the cost of the treatment. A Member or their Physician should contact the Claims Administrator to determine whether treatment is for cosmetic purposes. The exclusion for services and operations for cosmetic purposes is detailed in the ***Exclusions - What Is Not Covered*** section.

**Regarding Coverage for Emerging Technology:**

While the Claims Administrator does not cover treatment it determines to be Experimental/Investigative, it routinely performs technology assessments in order to determine when new treatment modalities are safe and effective. A technology assessment is the review and evaluation of available clinical and scientific information from expert sources. These sources include but are not limited to articles published by governmental agencies, national peer review journals, national experts, clinical trials, and manufacturer's literature. The Claims Administrator uses the technology assessment process to assure that new drugs, procedures or devices ("emerging technology") are safe and effective before approving them as Covered

Services. When new technology becomes available or at the request of a practitioner or Member, the Claims Administrator researches all scientific information available from these expert sources. Following this analysis, the Claims Administrator makes a decision about when a new drug, procedure or device has been proven to be safe and effective and uses this information to determine when an item becomes a Covered Service for the condition being treated or not approved as required by federal or governmental agencies. A Member or their Provider should contact the Claims Administrator to determine whether a proposed treatment is considered "emerging technology" and whether the Provider is considered an eligible Provider to perform the "emerging technology" Covered Service. The Claims Administrator maintains the discretion to limit eligible Providers for certain "emerging technology" Covered Services.

**Regarding Non-Discrimination Rights**

The Member has the right to receive health care services without discrimination:

- Based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- For Medically Necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- Based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- Related to gender transition if such denial or limitation results in discriminating against a transgender individual.

**Discretionary Authority**

The Claims Administrator or Plan Administrator, as applicable, retains discretionary authority to interpret the benefit plan and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Claims Administrator or Plan Administrator, as applicable, determines in its discretion that the Member is entitled to them.

**REMEMBER: Whenever a Provider suggests a new treatment option that may fall under the category of "Experimental/Investigative", "cosmetic", or "emerging technology", the Member, or their Provider, should contact the Claims Administrator for a coverage determination. That way the Member and the Provider will know in advance if the treatment will be covered by the Claims Administrator.**

**In the event the treatment is not covered by the Claims Administrator, the Member can make an informed decision about whether to pursue alternative treatment options or be financially responsible for the non-covered service.**

**For more information on when to contact the Claims Administrator for coverage determinations, please see the Precertification and Prenotification requirements in the *General Information* section.**

**RIGHTS AND RESPONSIBILITIES**

To obtain a list of "Rights and Responsibilities", please log on to (https://www.amerihealth.com/custom/quality_management/index.html#member or the Member should call the Customer Service telephone number that is listed on their Identification Card to receive a printed copy.

## LANGUAGE AND COVERAGE CHANGES

# SELECT DRUG PROGRAM®




**Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.**

**QCC INSURANCE COMPANY**
(Hereafter called "The Claims Administrator")

**BASIC PRESCRIPTION DRUG PROGRAM**

**Language Assistance Services**

**Spanish:** ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

**Chinese:** 注意：如果您讲中文，您可以得到免费的语言协助服务。致电 1-800-275-2583。

**Korean:** 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

**Portuguese:** ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

**Gujarati:** સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કૉલ કરો.

**Vietnamese:** LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

**Russian:** ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

**Polish** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

**Italian:** ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

**Arabic:**
ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

**Telugu:** శ్రద్ధ పెట్టండి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషాసహాయక సేవలు ఉచితంగాలభిస్తాయి. 1-800-275-2583 (TTY: 711) కు కాల్ చేయండి.

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

**French:** ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

**Pennsylvania Dutch:** BASS UFF: Wann du Pennsylvania Deitsch schwetzscht, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

**Hindi:** ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

**Japanese:** 備考：母国語が日本語の方は、言語アシスタンスサービス（無料）をご利用いただけます。1-800-275-2583へお電話ください。

**Persian (Farsi):**
توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

**Navajo:** Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh. Hódíílnih koji' 1-800-275-2583.

**Urdu:**
توجہ درکارہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں۔ کال کریں 1-800-275-2583.

**Mon-Khmer, Cambodian:** សូមមេត្តាចាប់អារម្មណ៍៖ ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Taglines as of 11/4/2024

**Discrimination is Against the Law**

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - — Qualified sign language interpreters
  - — Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
  - — Qualified interpreters
  - — Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: civilrightscoordinator@1901market.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at **http://www.hhs.gov/ocr/office/file/index.html**.

This notice is available at the following website: **https://www.healthinsurancehosting.com/notices**.

## BASIC PRESCRIPTION DRUG PROGRAM

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## SECTION 1.

## INTRODUCTION

This Benefit Booklet has been prepared so that the Member may become acquainted with the Prescription Drug program available to employees who are eligible and enrolled in it. The benefits described are subject to the terms of the Group Program Document issued by QCC Insurance Company (referred to as the Health Benefit Plan). Changes impacting this Benefit Booklet will be evidenced by a Notice of Change to the Benefit Booklet and/or a revised edition of the Benefit Booklet.

Benefits will not be available for services to a greater extent or for a longer period than is Medically Necessary, as determined by the Health Benefit Plan. The amount of benefits for Prescription Drugs will not be more than the amount charged by the Pharmacy and will not be greater than any maximum amount or limit described or referred to in this Benefit Booklet.

See "Important Notice" below:

**Important Notice: Regarding Experimental Drugs Or Investigative Drugs**

The Health Benefit Plan does not cover Drugs it determines to be experimental or investigative in nature because those Drugs are not accepted by the general medical community for the condition being treated or not approved as required by federal or governmental agencies. However, the Health Benefit Plan acknowledges that situations exist when a Member and the Member's Physician agree to utilize Experimental Drugs or Investigative Drugs. If a Member is prescribed and dispensed Experimental Drugs or Investigative Drugs, the Member shall be responsible for the cost of the Drugs. A Member or the Member's Physician may contact the Health Benefit Plan to determine whether a Drug is considered an Experimental Drug or Investigative Drug. The term "Experimental Drug or Investigative Drug" is defined in the ***Important Definitions*** section of this Benefit Booklet.

**Important Notice: Regarding Treatment Which Is Not Medically Necessary**

The Health Benefit Plan only covers Drugs which it determines Medically Necessary. A Member Pharmacy accepts our decision and will not bill the Member for Drugs which the Health Benefit Plan determines are not Medically Necessary without the Member's consent. A Non-Member Pharmacy, however, is not obligated to accept the Health Benefit Plan's determination and the Member may not be reimbursed for Drugs which the Health Benefit Plan determines are not Medically Necessary. The Member is responsible for these charges when Drugs are dispensed by a Non-Member Pharmacy. The Member can avoid these charges simply by choosing a Member Pharmacy for their care.

The terms "Medically Necessary", "Member Pharmacy", and "Non-Member Pharmacy" are defined in the ***Important Definitions*** section of this Benefit Booklet.

**Important Notice: Regarding Drugs Used For Cosmetic Purposes**

The Health Benefit Plan does not cover Drugs which it determines are prescribed for cosmetic purposes because they are not necessitated as part of the Medically Necessary treatment of an illness, injury or congenital birth defect. However, the Health Benefit Plan acknowledges that

situations exist when a Member and the Member's Physician decide to pursue a course utilizing Drugs used for Cosmetic Purposes. In such cases, the Member is responsible for the cost of the Drugs. A Member or the Member's Physician may contact the Health Benefit Plan to determine whether a Drug is considered prescribed for cosmetic purposes.

The term "Drugs used for Cosmetic Purposes" is defined in the ***Important Definitions*** section of this Benefit Booklet.

**Regarding Non-Discrimination Rights:**

The Member has the right to receive health care services without discrimination:

- Based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- For Medically Necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- Based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- Related to gender transition if such denial or limitation results in discriminating against a transgender individual.

**Discretionary Authority**

The Health Benefit Plan or Plan Administrator, as applicable, retains discretionary authority to interpret the benefit plan and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Health Benefit Plan or Plan Administrator, as applicable, determines in its discretion that the Member is entitled to them.

## SECTION 2.

## PRESCRIPTION DRUG BENEFITS

Subject to the Exclusions, conditions and limitations of the Program, a Member is entitled to benefits for Prescription Drugs as described in this Benefit Booklet's ***Prescription Drug Benefits*** section subject to any Copayment, Coinsurance or Deductible, and in the amounts as specified below. For services which are not provided by a Member Pharmacy, the Member may pay a higher Copayment, Coinsurance level and/or Deductible as described below.

**Prescription Drugs Ordered From A Member Pharmacy**
Benefits will be provided for covered Prescription Drugs appearing on the Drug Formulary and that are prescribed by a Physician and dispensed by a Member Pharmacy in accordance with the Prescription Drug Order presented by the Member or the Member's Health Care Practitioner. Benefits are available for up to a 30 day supply, or the appropriate therapeutic limit, whichever is less.

Benefits are also available for diabetic supplies such as blood testing strips, insulin syringes and lancets. A Member Pharmacy will furnish requested Prescription Drugs in accordance with the terms and conditions of the Group Contract and will not collect from or charge a Member any amount in excess of the applicable Copayment and Coinsurance, and/or Deductible.

The Health Benefit Plan will only provide benefits for covered specialty Drugs through the Pharmacy Benefits Manager's (PBM's) Specialty Pharmacy Program for the appropriate cost sharing indicated in the "Copayments And Coinsurance" subsection of the ***Prescription Drug Benefits*** section for Member Pharmacies. Benefits are available for up to a 30 day supply*. No benefits shall be provided for Prescription Drugs obtained from a Specialty Pharmacy Program other than the PBM's Specialty Pharmacy Program. The responsibility to initiate the Specialty Pharmacy process is the Members'.

* Select specialty Drugs will be subject to 'split fill' for the initial/subsequent fills. Each prescription may be dispensed in two separate amounts. The first amount is dispensed without delay. The second amount may be dispensed subsequently, allowing time for any necessary clinical intervention due to medication side effects that may require dose modification or therapy discontinuation. The Member's cost share is prorated for each amount of the split fill.

**Prescription Drugs Ordered From A Non-Member Pharmacy**
Benefits will be provided for covered Prescription Drugs appearing on the Drug Formulary and that are prescribed by a Physician and dispensed to a Member for Prescription Drugs purchased by a Member from a Non-Member Pharmacy if:
- Prescription Drugs were dispensed subject to a Prescription Drug Order;
- The Member submits to the Health Benefit Plan a completed claim form and proper proof of payment; and
- The Prescription Drug is not excluded under the Group Contract.

The Health Benefit Plan shall reimburse the Member's Allowable Charges less any applicable Deductible, Copayment and Coinsurance for up to a 30 day supply of the purchased Prescription Drug, or the appropriate therapeutic limit, whichever is less.

**Prescription Drugs Ordered From A Member Mail Order Pharmacy**
Benefits shall be provided for covered Prescription Drugs appearing on the Drug Formulary, for chronic conditions ordered by mail by a Member or the Member's prescribing Health Care Practitioner and submits to a Member Mail Order Pharmacy a written Prescription Drug Order specifying the amount of the Prescription Drug to be supplied. Benefits shall be available for up to a 90 day supply of a Covered Drug, or the appropriate therapeutic limit, whichever is less, subject to the amount specified in the Prescription Drug Order and applicable law. In addition, benefits shall also be provided for covered Prescription Drugs prescribed by a Physician for a chronic condition and dispensed by a designated retail Pharmacy or a participating Act 207 retail Pharmacy. The cost sharing indicated in the "Copayments and Coinsurance" subsection for Member Mail Order Pharmacies will apply. Benefits are available for up to a 90-day supply. To verify that a retail Pharmacy is a designated retail Pharmacy or a participating Act 207 Pharmacy, access www.ibx.com.

**Prescription Drugs Ordered From A Non-Member Mail Order Pharmacy**
No benefits shall be provided for Prescription Drugs obtained by mail from a Non-Member Mail Order Pharmacy.

**Refills Of Prescription Drug Orders**
If the applicable Prescription Drug Order and law allow, benefits shall be provided for refills of Prescription Drugs obtained from a Member Pharmacy, a Non-Member Pharmacy, or a Member Mail Order Pharmacy according to the terms and conditions set out above. No benefits shall be provided for refills of Prescription Drugs obtained by mail from a Non-Member Mail Order Pharmacy.

**Ordering And Delivery Costs**
Except for benefits described herein for Prescription Drugs obtained from a Member Mail Order Pharmacy, benefits shall not be provided for costs associated with ordering and/or delivery of drugs from pharmacies. Such costs include, but are not limited to, transportation, telephone, mail, courier or parcel service costs.

**Prescription Drug Benefit Period**
Contract Year (twelve (12) month period beginning on Group's Anniversary Date)

**Copayments And Coinsurance**
Benefits for Prescription Drugs are subject to payment by a Member of the following amounts to the dispensing Pharmacy:

- Member Pharmacies:
  - $5 per Prescription Drug Order or refill for a Generic Prescription Drug.
  - $25 per Prescription Drug Order or refill for a Preferred Brand Prescription Drug and diabetic supplies, except for glucometers and lancets.
  - $40 per Prescription Drug Order or refill for a Non-Preferred Drug Prescription Drug.
- Non-Member Pharmacies:
  70% of Allowable Charges per Prescription Drug Order or refill for Covered Prescription Drugs and diabetic supplies.
- Member Mail Order Pharmacies†:
  - $5 per Prescription Drug Order or refill for up to a 30 day supply of a Generic Prescription Drug.
  - $5 per Prescription Drug Order or refill for a 31-90 day supply of a Generic Prescription Drug.
  - $25 per Prescription Drug Order or refill for up to a 30 day supply of a Preferred Brand

Prescription Drug and diabetic supplies, except for glucometers and lancets.

- $25 per Prescription Drug Order or refill for a 31-90 day supply of a Preferred Brand Prescription Drug and diabetic supplies, except for glucometers and lancets.
- $40 per Prescription Drug Order or refill for up to a 30 day supply of a Non-Preferred Drug Prescription Drug.
- $40 per Prescription Drug Order or refill for a 31-90 day supply of a Non-Preferred Drug Prescription Drug.

†

Out-of-pocket expenses incurred by a Member for Prescription Drug benefits will be included in the calculation of the Member's overall medical plan out-of-pocket limit.

### Mandatory Generic

When a Prescription Drug is available in a Generic Drug form, the Claims Administrator will only provide benefits for that Prescription Drug at the Generic Drug level. If the prescribing Health Care Practitioner indicates that the Brand Name Drug should be dispensed, or if the Member requests a Brand Name Drug, the Member shall be responsible for paying the dispensing pharmacy the difference between the amount paid by the Claims Administrator for the Generic Drug and the amount that the Claims Administrator would have paid for the Brand Name Drug, plus any applicable Copayments, Coinsurance and Deductible amounts.

For questions concerning whether a particular Prescription Drug appears on the Drug Formulary, the Member may call the Member Services telephone number referenced on the Member's Identification Card. Information about criteria and formulary exceptions can be found in the formulary guide located on the pharmacy benefits manager’s website. The Member may also obtain information about how to request an exception by calling Customer Service at the phone number on the Identification Card.

### Administrative Procedures

Members shall comply with administrative procedures established and furnished to Members by the Health Benefit Plan and Plan Administrator to obtain the benefits described in the Program. Such procedures shall include, but are not limited to, using forms supplied by a Member Mail Order Pharmacy to order Covered Drugs from Member Mail Order Pharmacy, and submitting to the Member Mail Order Pharmacy a brief history of Member's Prescription Drug usage.

Information about criteria and how cost-share will be determined for tier and formulary exceptions can be found in the Formulary Exception Policy. Tier exceptions can only be requested for coverage of Non-Preferred Drugs at the preferred drug tier for brand drugs or at the generic tier for generic products. The policy is available at www.ibx.com/formularyexceptionspolicy. The Member may request a hardcopy of the policy or obtain information about how to request an exception by calling Customer Service at the phone number on the Identification Card.

## SECTION 3.

## PRESCRIPTION DRUG EXCLUSIONS

Except as specifically provided in this Benefit Booklet, no benefits shall be provided for the following:

- Drugs not appearing on the Drug Formulary, except where an exception has been granted;
- Drugs dispensed without a Prescription Drug Order except insulin and diabetic supplies, such as diabetic blood testing strips, lancets and glucometers;
- Prescription Drugs for which there is an equivalent that does not require a Prescription Drug Order (That is, over-the-counter medicines), whether or not prescribed by a physician. This exclusion does not apply to insulin;
- Drugs obtained through mail order Prescription Drug services of a Non-Member Mail Order Pharmacy;
- Devices of any type, even though such devices may require a Prescription Drug Order including, but not limited to, ostomy supplies, therapeutic devices, artificial appliances, hypodermic needles, syringes, vials or similar devices. This exclusion does not apply to:
  - Devices used for the treatment or maintenance of diabetic conditions and syringes used for the injection of insulin; and
  - Devices known as spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines;
- Convenience Pack drugs which combine two or more individual drug products into a single package with a unique national drug code;
- Drugs dispensed to a Member while a patient in a facility including, but not limited to, a hospital, skilled nursing facility, institution, Health Care Practitioner's office or freestanding facility;
- Drugs which are not Medically Necessary as determined by the Health Benefit Plan;
- Drugs used for cosmetic purposes as determined by the Health Benefit Plan as not part of the Medically Necessary treatment of an illness, injury or congenital birth defect;
- Drugs which are experimental or investigative in nature as determined by the Health Benefit Plan;
- Drugs which are not prescribed by an appropriately licensed Health Care Practitioner;
- Drugs prescribed for persons other than the requesting Employee or their Dependents;
- Injectable drugs, including infusion therapy drugs that are covered under the Contractholder's medical plan;

- Drugs for any loss sustained or expenses incurred while on active duty as a member of the armed forces of any nation or losses sustained or expenses incurred; as a result of enemy action or act of war, whether declared or undeclared;

- Drugs for which benefits are provided by the Veteran's Administration or by the Department of Defense for members of the armed forces of any nation while on active duty;

- Drugs for any occupational illness or bodily injury arising out of, or in the course of, employment for which the Member has a valid and collectible benefit under any Workers' Compensation Law, Occupational Disease Law, United States Longshoremen's Act or Harbor Worker's Compensation Act, whether or not the Member claims the benefits or compensation;

- Drugs for injuries resulting from the maintenance or use of a motor vehicle if such Drugs are paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan;

- Drugs for which the Member would have no obligation to pay;

- Drugs furnished without charge to the Member;

- Drugs which have been paid under the Health Benefit Plan 's Comprehensive Major Medical or Personal Choice Contract, covering this same Employer Group;

- Dietary Supplements, amino acid supplements, health foods, and prescription vitamins except for pre-natal and pediatric vitamins;

- Smoking deterrent agents. This exclusion does not apply to prescribed smoking deterrent agents;

- Injectables used for the treatment of infertility when they are prescribed solely to enhance or facilitate conception;

- The administration or injection of Drugs;

- Blood and blood products;

- Intravenous drugs and intravenous solutions administered by home infusion companies;

- Drugs for a use not approved by the U.S. Food and Drug Administration;

- Drugs not approved by the Health Benefit Plan or prescribed drug amounts exceeding the eligible dosage limits established by the Health Benefit Plan.

## SECTION 4.

## ELIGIBILITY UNDER THE PROGRAM

Effective Date: The date the Group agrees that all Eligible Persons may apply and become covered for the benefits as set forth in the Program and described in this Benefit Booklet.

**Eligible Person**
The Member is eligible to be covered under this Prescription Drug Program if the Member is determined by the Group as eligible to apply for coverage and sign the Application.

Eligibility shall not be affected by the Member's physical condition and determination of eligibility for the coverage by the Employer shall be final and binding.

**Eligible Dependent**
The Member's family is eligible for coverage (Dependent coverage) when the Member is eligible for Employee coverage. An Eligible Dependent is defined as the Member's spouse under a legally valid existing marriage, the Member's children whom the Member continuously financially support or whose coverage is the Member's responsibility under the terms of a qualified medical child support order (including stepchildren, children legally placed for adoption and the Member or the Member's spouse's legally adopted children). The limiting age for covered children is the first of the month following the month in which they reach age 26.
In addition, a full-time student will be considered eligible for coverage when they are on a Medically Necessary leave of absence from an Accredited Educational Institution. The Dependent child will be eligible for coverage until the earlier of one year from the first day of the leave of absence or the date on which the coverage otherwise would terminate. The limiting age referenced above will be applicable regardless of the status of the Medically Necessary leave of absence.

A full-time student who is eligible for coverage under the coverage who is:
- A member of the Pennsylvania National Guard or any reserve component of the U.S. armed forces and who is called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or
- A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch. 76 (relates to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

As proof of eligibility, the Employee must submit a form to the Health Benefit Plan approved by the Department of Military & Veterans Affairs (DMVA):
- Notifying the Health Benefit Plan that the Dependent has been placed on active duty;
- Notifying the Health Benefit Plan that the Dependent is no longer on active duty;
- Showing that the Dependent has re-enrolled as a full-time student in an Accredited Educational Institution for the first term or semester starting 60 or more days after their release from active duty.

Eligibility will be continued past the limiting age for unmarried children, regardless of age, who are incapable of self-support because of mental or physical incapacitation and who are dependent on the Member for over half of their support. The Health Benefit Plan may require proof of the Member's eligibility under the prior Health Benefit Plan's plan and also from time to time under this Prescription Drug Program.

The newborn child(ren) of any Member shall be entitled to the benefits provided by the Health Benefit Plan from the date of birth for a period of 31 days. Coverage of newborn children within such 31 days shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. To be eligible for Dependent coverage beyond the 31 day period, the Member must enroll the newborn child within such 31 days. To continue coverage beyond 31 days for a newborn child, who does not otherwise qualify for coverage as a Dependent, the Member must apply within 31 days after the birth of the newborn and the appropriate rate must be paid when billed.

A newly acquired Dependent shall be eligible for coverage under this coverage on the date the Dependent is acquired provided that the Member applies to the Health Benefit Plan for addition of the Dependent within 31 days after the Dependent is acquired and the Member makes timely payment of the appropriate rate. If Application is made later than 31 days after the Dependent is acquired, coverage shall become effective on the first billing date following 30 days after the Member's Application is accepted by the Health Benefit Plan.

A Dependent child of a custodial parent covered under this coverage may be enrolled under the terms of a qualified release or court order, as required by law.

A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the coverage as if they were the child of the Applicant, as long as the Domestic Partnership exists.

No Dependent may be eligible for coverage as a Dependent of more than one Employee of the Enrolled Group. No individual may be eligible for coverage hereunder as an Employee and as a Dependent of an Employee at the same time.

## SECTION 5.

## GENERAL INFORMATION

**Benefits To Which Members Are Entitled**
The liability of the Health Benefit Plan is limited to the benefits specified in this Benefit Booklet and as set forth in the Group Program document. No person other than a Member is entitled to receive benefits as provided under this Program. Benefits for Covered Services specified under the Program will be provided only for services and supplies that are rendered by a provider specified in the ***Important Definitions*** section of this Benefit Booklet.

**Termination Of Coverage At Termination Of Employment Or Membership In The Group**
When a Member ceases to be an Eligible Employee or Eligible Dependent, or the required contribution is not paid, the Member's coverage will terminate at the end of the last month for which payment was made. However, if benefits under this Program are provided by and/or approved by the Health Benefit Plan before the Health Benefit Plan receives notice of the Member's termination under this Program, the cost of such benefits will be the sole responsibility of the Member. In that circumstance, the Health Benefit Plan will consider the effective date of termination of a Member under this Program to be not more than 60 days before the first day of the month in which the Contractholder notified the Health Benefit Plan of such termination.

**When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)**
The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or the Employee's eligible Dependents to temporarily extend health care coverage.

**Continuation Of Incapacitated Child**
If an unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on the Member for over half of their support, the Member may apply to the Health Benefit Plan to continue coverage of such child under this Program upon such terms and conditions as the Health Benefit Plan may determine. Coverage of such Dependent child shall terminate upon the child's marriage. Continuation of benefits under this provision will only apply if the child was eligible as a Dependent and mental or physical incapacity commenced prior to age 26.

The disability must be certified by the attending Physician; furthermore, the disability is subject to annual medical review. In a case where a handicapped child is over the limiting age and joining the Health Benefit Plan for the first time, the handicapped child must have been covered under the prior Health Benefit Plan and submit proof from the prior Health Benefit Plan that the child was covered as a handicapped person.

**When The Member Files A Claim**
When the Member needs to file a claim, the Member should fill out the claim form and return it with the Member's itemized bills to QCC Insurance Company no later than 20 days after the Member's Prescription Drugs are provided to the Member. The claim should include the date and information required by the Health Benefit Plan to determine benefits. An expense will be considered Incurred on the date the Prescription Drugs are rendered.

If it was not possible to file the claim within the 20-day period, the Member's benefits will not be reduced, but in no event will the Health Benefit Plan be required to accept the claim more than two years after the end of the Benefit Period in which the Prescription Drugs were rendered.

**Release Of Information**
Each Member agrees that any person or entity having information relating to an illness or injury, for which benefits are claimed under this Program, may furnish to the Health Benefit Plan any information (including copies of records relating to the illness or injury).

In addition, the Health Benefit Plan may furnish similar information to other entities providing similar benefits at their request.

The Health Benefit Plan shall provide to the Contractholder at the Contractholder's request certain information regarding claims and charges submitted to the Health Benefit Plan in a mutually acceptable format. The parties understand that any information provided to the Contractholder will be adjusted by the Health Benefit Plan to prevent the disclosure of the identity of any Member or other patient treated by said providers. The Contractholder shall reimburse the Health Benefit Plan for the actual costs of preparing and providing said information.

The Health Benefit Plan may also furnish membership and/or coverage information to affiliated Health Benefit Plans or other entities for the purpose of claims processing or facilitating patient care.

**Limitation Of Actions**
No legal action may be taken to recover benefits prior to 60 days after notice of claim has been given as specified above, and no such action may be taken later than three years after the date Covered Drugs are dispensed.

**Claim Forms**
The Health Benefit Plan will furnish to the Member making the claim, or to the Contractholder, for delivery to such Member, such forms as are required for filing proof of loss.

**Member/Provider Relationship**
- The choice of a provider is solely the Member's.
- The Health Benefit Plan does not furnish Covered Drugs but only makes payment for Covered Drugs received by Members. The Health Benefit Plan is not liable for any act or omission of any provider. The Health Benefit Plan has no responsibility for a provider's failure or refusal to render Covered Drugs to a Member.

**Agency Relationships**
The Contractholder is the agent of the Member, not the Health Benefit Plan.

**Identification Cards And Benefit Booklets**
The Health Benefit Plan will provide Identification Cards to Members or to the Contractholder, depending on the direction of the Contractholder. The Health Benefit Plan will also provide to each Member of an Enrolled Group a Benefit Booklet describing the benefits provided under the Group Contract.

**Applicable Law**
The Group Contract is entered into, interpreted in accordance with, and is subject to the laws of the Commonwealth of Pennsylvania.

**Member Rights**
A Member shall have no rights or privileges as to the benefits provided under this Program except as specifically provided herein.

**Assignment**
The Group Contract and the benefits hereunder are not assignable by the Contractholder or any Member in whole or in part to any person, Pharmacy or other entity, except where required by law in the case of a custodial parent of a Dependent covered under the Group Contract.

**Notice**
Any notice required under the Group Contract must be in writing. Notice given to a Member will be given to the Member in care of the Contractholder, or sent to the Member's last address furnished to the Health Benefit Plan by the Contractholder. The Contractholder, the , or a Member may, by written notice, indicate a new address for giving notice.

**Subrogation and Reimbursement Rights**
The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:

- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Health Benefit Plan reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Health Benefit Plan to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Health Benefit Plan has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Health Benefit Plan or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**
  Subrogation rights arise when the Health Benefit Plan pays benefits on behalf of a Member

and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Health Benefit Plan is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Health Benefit Plan "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Health Benefit Plan has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

**Reimbursement Rights**
If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Health Benefit Plan for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The Health Benefit Plan has a right to full reimbursement.

**Lien**
By accepting benefits for Covered Services from the Health Benefit Plan, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Health Benefit Plan the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Health Benefit Plan has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Health Benefit Plan is reimbursed in full.

**Constructive Trust**
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Health Benefit Plan has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Health Benefit Plan to the full extent that the Health Benefit Plan has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Health Benefit Plan.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.

- The Health Benefit Plan is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Health Benefit Plan will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Health Benefit Plan will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Health Benefit Plan agrees to do so in writing. The recovery rights of the Health Benefit Plan will not be reduced by the "common fund" doctrine.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Health Benefit Plan will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Health Benefit Plan is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Health Benefit Plan or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Health Benefit Plan or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Health Benefit Plan or its delegated representative.
- Fully cooperate with the Health Benefit Plan and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Health Benefit Plan 's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Health Benefit Plan or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Health Benefit Plan paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Allowable Charges, the Member agrees that the Health Benefit Plan has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Health Benefit Plan or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**
  Subrogation rights arise when the Health Benefit Plan pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Health Benefit Plan is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Health Benefit Plan "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Health Benefit Plan has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Health Benefit Plan to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  **Reimbursement Rights**
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Health Benefit Plan for all medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.
  - These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
  - These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
  - These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
  - The Health Benefit Plan will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Health Benefit Plan agrees to do so in writing.
  - In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Health Benefit Plan will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.

- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Health Benefit Plan is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Health Benefit Plan or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Health Benefit Plan or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Health Benefit Plan or its delegated representative.
- Fully cooperate with the Health Benefit Plan and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Health Benefit Plan’s ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Health Benefit Plan or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

**IMPORTANT: Failure to Cooperate**

If the Member fails or refuses to sign forms or documents as requested or otherwise fail or refuse to cooperate or abide by any of the obligations described above, the Claims Administrator or Plan Administrator, as applicable, has full discretion and authority to reduce or withhold benefit payments to recover subrogation/reimbursement amounts that are owed and/or to terminate the Member's participation in the Program.

**Professional Judgment**

A Pharmacist shall not be required to fill any Prescription Drug Order which in their professional judgment should not be filled.

**Delivery Of Prescription Drugs**

The Health Benefit Plan shall not be responsible for delay in the delivery of a Prescription Drug.

**Limitations Of Health Benefit Plan Liability**

The Health Benefit Plan shall not be liable for injuries or damage resulting from acts or omissions of any Health Benefit Plan officer or Member or of any provider or other person furnishing services or supplies to the Member; nor shall the Health Benefit Plan be liable for injuries or damage resulting from the dissemination of information for the purpose of claims

processing or facilitating patient care.

**Liability For Prescription Drugs**

- The Health Benefit Plan shall not be liable for any claims or demand arising out of, on in connection with, the manufacturing, compounding, dispensing or use of any drug covered under this Program.
- The Health Benefit Plan shall not be liable for any abuse, physical dependency, or overdose which is the result of the Member's misuse or mismanagement of a Prescription Drug.
- If the Health Benefit Plan determines Prescription Drug usage by the Member or the Member's Eligible Dependents appears to exceed usage generally considered appropriate under the circumstances, the Health Benefit Plan shall have the right to direct the Member or the Member's Eligible Dependents to one Pharmacy for all future Prescription Drug Covered Services.
- In certain cases, the Health Benefit Plan may determine that the use of certain Prescription Drugs for a Member's medical condition requires pre-certification for Medical Necessity. The Health Benefit Plan also reserves the right to establish eligible dosage limits of certain Prescription Drugs covered by the Health Benefit Plan.

**Payment Of Providers**

A Pharmacy Benefits Manager (PBM) administers our Prescription Drug benefits, and is responsible for providing a network of participating pharmacies and processing pharmacy claims. The PBM also negotiates price discounts with pharmaceutical manufacturers and provides drug utilization and quality reviews. Price discounts may include rebates from a drug manufacturer based on the volume purchased. The Health Benefit Plan anticipates that it will pass on a high percentage of the expected rebates it receives from its PBM through reductions in the overall cost of pharmacy benefits. Under some circumstances, the Health Benefit Plan may use a portion of the rebates received from its PBM to lower the drug price used for purposes of determining what the Member should pay based on Member benefits at the time a rebatable drug is dispensed to the Member at an In-Network Pharmacy. Under most benefit plans, Prescription Drugs are subject to a Member's cost-sharing, including Copayment, Coinsurance and Deductible, as applicable.

**Special Circumstances**

In the event that Special Circumstances result in a severe impact to the availability of providers and services, or to the procedures required for obtaining benefits for Covered Services under this Program (For Example, obtaining Precertification, use of Participating Providers), or to the administration of this Program by the Health Benefit Plan, the Health Benefit Plan may on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period as required by the Special Circumstances as defined below.

The Health Benefit Plan shall make a good faith effort to provide access to Covered Services in so far as practical and according to its best judgment. Neither the Health Benefit Plan nor the Health Benefit Plan providers shall incur liability or obligation for delay or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances, as recognized in the community, and by the Health Benefit Plan and appropriate regulatory authority, are extraordinary circumstances not within the control of the

Health Benefit Plan, including but not limited to:

- Major disaster;
- Epidemic;
- Pandemic;
- The complete or partial destruction of facilities;
- Riot;
- Civil insurrection; or
- Public health emergency.

## SECTION 6.

## RESOLVING PROBLEMS (COMPLAINTS/APPEALS)

**Member Complaint Process**
The Claims Administrator has a process for Members to express informal complaints. To register a complaint (as opposed to an appeal as discussed below), Members should call the Member Services Department at the telephone number on the back of their identification card or write to the Claims Administrator at the following address:

General Correspondence
1901 Market Street
Philadelphia, PA 19103

Most Member concerns are resolved informally at this level. However, if the Claims Administrator is unable to immediately resolve the Member complaint, it will be investigated, and the Member will receive a response in writing within 30 days.

**Member Appeal Process**

- Filing an Appeal
  The Claims Administrator maintains procedures for the resolution of Member appeals. Internal Appeals may be filed within 180 days of the receipt of a decision from the Claims Administrator stating an adverse benefit determination. An Appeal occurs when the Member, after obtaining the Member's authorization, either the provider or another authorized representative requests a change of a previous decision made by the Claims Administrator by following the procedures described here. (In order to authorize someone else to be the Member's representative for the Appeal, the Member must complete a valid authorization form. The Member should contact the Claims Administrator as directed below to obtain a "Member/Enrollee Authorization to Appeal by Provider or Other Representative" form or for questions regarding the requirements for an authorized representative.)

  The Member or other authorized person on behalf of the Member, may request an Appeal by calling or writing to the Claims Administrator, as defined in the letter notifying the Member of the decision or as follows:

  | | |
  |---|---|
  | Member Appeals Department | Toll Free Phone: 1-888-671-5276 |
  | P.O. Box 41820 | Toll Free Fax: 1-888-671-5274 |
  | Philadelphia, PA, 19101-1820 | Philadelphia Fax: 215-988-6558 |

  The Member or designee is entitled to a full and fair review. Specifically, at all appeal levels the Member or designee may submit additional information pertaining to the case, to the Claims Administrator. The Member or designee may specify the remedy or corrective action being sought. At the Member's request, the Claims Administrator will provide access to and copies of all relevant documents, records, and other information that are not confidential, proprietary, or privileged. The Claims Administrator will automatically provide the Member or designee with any new or additional evidence considered, relied upon, or generated by the Claims Administrator in connection with the appeal, which is used to formulate the rationale. Such evidence is provided as soon as possible and in advance of the date the adverse notification is issued. This information is provided to the Member or designee at no charge.

The Claims Administrator will not terminate or reduce an-ongoing course of treatment without providing the Member or designee with advance notice and the opportunity for advanced review.

Individuals with urgent care conditions or who are receiving an on-going course of treatment may proceed with an expedited external review at the same time as the internal expedited appeals process.

If the appeal is upheld, the letter states the reason(s) for the decision. If a benefit provision, internal, rule, guideline, protocol, or other similar criterion is used in making the determination, the Member may request copies of this information at no charge. If the decision is to uphold the denial, there is an explanation of the scientific or clinical judgment for the determination. The letter also indicates the qualifications of the individual who decided the appeal and their understanding of the nature of the appeal. The Member or designee may request in writing, at no charge, the name of the individual who participated in the decision to uphold the denial.

- Types of Appeals
  Following are the two types of Appeals and the issues they address:
  - Medical Necessity Appeal - An Appeal by or on behalf of a Member that focuses on issues of Medical Necessity and requests the Claims Administrator to change its decision to deny or limit the provision of a Covered Service. Medical Necessity Appeals include Appeals of adverse benefit determinations based on the exclusions for Experimental/Investigative or cosmetic services. A matched specialist is the decision maker for a Medical Necessity Standard (appeals for non-urgent care) Internal Appeal. A matched specialist is a licensed physician, psychologist or other health care professional in the same or similar specialty that typically manages the care under review. This individual has had no previous involvement with the case and is not a subordinate of anyone involved with a previous adverse determination.
  - Administrative Appeal - A dispute or objection by a Member regarding the following: operations or management policies of a health care plan, non-covered services, coverage limitations, participating or non-participating provider status, cost sharing requirements, and rescission of coverage (except for failure to pay premiums or coverage contributions), that has not been resolved by the Claims Administrator. An employee of the Claims Administrator is the decision maker for an Administrative Appeal. This individual has had no previous involvement with the case and is not a subordinate of anyone involved with a previous adverse determination.

- Internal Standard Appeals Review:
  - Pre-service Appeal - An Appeal for benefits that, under the terms of this Program Document, must be pre-certified or pre-approved (either in whole or in part) before medical care is obtained in order for coverage to be available. For a standard Pre-Service appeal, a maximum of 30 days is available for the one level of internal appeal.
  - Post-service Appeal - An Appeal for benefits that is not Pre-service Appeal. (Post-service Appeals concerning claims for services that the Member has already obtained do not qualify for review as Expedited/Urgent appeals.) For a standard Post-Service appeal, a maximum of 60 days is available for the one level of internal appeal.

The decision of the Claims Administrator is sent to the Member or designee in writing within the timeframe noted above.

- Internal Expedited/Urgent Appeals Review:
  - Expedited/Urgent Appeal - An urgent expedited appeal is any appeal for medical care or treatment with respect to which the application of the time periods for making non-urgent determinations could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, or in the opinion of a physician with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal.

    The appeals review process for an urgent/expedited appeal mirrors the process described above under the section entitled "Types of Appeal".

    The expedited review is completed promptly based on the Member's health condition, but no later than 72 hours after receipt of the expedited appeal request by the Claims Administrator. Within 72 hours after receipt of the expedited appeal, the Claims Administrator notifies the Member or designee by telephone of the determination. The determination is sent in writing within 72 hours after the Member or designee has received the verbal notification.

    For urgent care appeals, the Member or designee may also file an expedited external medical necessity appeal at the same time as filing an internal expedited medical necessity appeal.

    If not satisfied with the standard or expedited decision from the Claims Administrator, the Member or designee has the right to initiate an external appeal as described below.

- External Appeal Review (Available for any adverse determination that involves medical judgment as determined by the external reviewer and for rescissions of coverage):
  - External Standard Review

    The Member or designee may request an External Review by an IRO by calling or writing to the Claims Administrator within 180 calendar days of receipt of the Internal Appeal decision letter. The Member or designee is not required to pay any of the costs associated with the External Review.

    The Member is sent written confirmation of receipt of their External Review request from the Claims Administrator within five business days of receipt of the request. This confirmation includes the name and contact information for the Claims Administrator staff person assigned to facilitate the processing of the Member's External Review and information on the IRO assignment. Information on the IRO assignment identifies the assigned IRO by name and states the qualifications of the individual who reviews the appeal.

    Whenever possible, the IRO assigned to the External Review request, is a different organization than the one that supplied the same/or similar specialty review for the Internal Appeal process. The individual appointed by the IRO to review the Member's External Review, has not been previously involved in any aspect of decision-making on the Internal Appeal, nor are they a subordinate of any previous decision-maker.

    The IRO has no direct or indirect professional, familial or financial conflicts of interest with the Claims Administrator, with the Member, or the designee. The Claims Administrator's arrangements for assignment of an IRO and payment for the services of an IRO do not constitute a conflict of interest. When a conflict of interest is raised or

another material objection is recognized, the Claims Administrator assigns a new IRO and/or requires the assigned IRO to appoint a new reviewer. This reviewer is not the same person who served as a matched specialist for the Internal Appeal process, nor a subordinate of that person. If the Member feels that a conflict exists, they should call or write the contact person listed on the acknowledgement letter from the Claims Administrator no later than two business days from receipt of the acknowledgment letter from the Claims Administrator.

Within 15 calendar days of receipt of the Member's request, the Claims Administrator sends the Member or designee and the IRO, a letter listing all documents forwarded to the IRO. These documents include copies of all information submitted for the Internal Appeal process, as well as any additional information that the Member, designee or the Claims Administrator may submit. If the Member wishes to submit additional information for consideration by the IRO, he should do so within 10 calendar days of the Member's request for an External Review.

The Claims Administrator does not interfere with the IRO's proceedings or appeals decisions. The IRO conducts a thorough review in which it considers all previously determined facts, allows the introduction of new information considers and assesses sound medical evidence, and makes a decision that is not bound by the decisions or conclusions of the Internal Appeal process.

The IRO makes its final decision within 30 calendar days of receipt of the Member's request by the Claims Administrator and simultaneously issues its decision in writing to the Member or designee and to the Claims Administrator. The established deadline for a decision from the IRO may only be exceeded for good cause when a reasonable delay for a specific period is acceptable to the Member or designee. If the decision of the IRO is that the services are covered, the Claims Administrator authorizes the service and/or pays the claims. The Member is notified in writing of the time and procedure for claim payment or approval of the service in the event of an overturn of the Member's Internal Appeal. The Claims Administrator implements the IRO's decision within the time period, if any, specified by the IRO.

The External Review decision is binding on the Claims Administrator.

- External Urgent/ Expedited Review
  The Member or designee may request an External Review for urgent/expedited situations through an IRO. The Member or designee is not required to pay any of the costs associated with the External Review.

  With the exception of time frames, the Urgent/Expedited External Review process mirrors the process described above under the External Standard Review.

  Within 24 hours of receipt of the Member's request for an Urgent/Expedited Review, the Claims Administrator confirms the request and faxes the request to the assigned IRO. During this time, the Claims Administrator also forwards to the IRO, by secure electronic transmission or overnight delivery, all information submitted in the Internal Appeal process and any additional information that the Member, designee, or the Claims Administrator wishes to submit to the IRO.

  The IRO makes a decision and simultaneously notifies the Member or designee and the

Claims Administrator in writing within 48 hours of receipt of all relevant documentation. The decision letter identifies the assigned IRO by name and states the qualifications of the individual that the IRO appoints to review the External Review.

The time period for issuing the final decision on the Urgent/Expedited External Review can be extended for five calendar days for good cause when such a delay is acceptable to the Member or their authorized representative.

If the decision of the IRO is that the services are eligible, the Claims Administrator authorizes the service and/or pays the claims. The Member is notified in writing of the time and procedure for claim payment and/or approval of the service in the event of an overturn of the Internal Appeal. The Claims Administrator implements the IRO's decision within the time period, if any, specified by the IRO.

The External Review decision is binding on the Claims Administrator.

Changes in Members Appeals Processes. Please note that the Member Appeal processes described here may change at any time due to changes in the applicable state and federal laws and regulations and/or accreditation standards, to improve or facilitate the Appeals processes, or to reflect other decisions regarding the administration of Member Appeal processes for this Program Document.

## SECTION 7.

## IMPORTANT DEFINITIONS

For the purpose of this Program, the terms below have the following meaning:

**Accredited Educational Institution**
A publicly or privately operated academic institution of higher learning which:
- Provides recognized courses or a course of instruction.
- Confers any of the following, when a student completes the course of study:
  - A diploma;
  - A degree; or
  - Another recognized certification of completion.
- Is duly recognized, and declared as such, by the appropriate authority, as follows:
  - An authority of the state in which such institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to Colleges and Universities; and Technical or specialized schools.

**Allowable Charges**
For services rendered by a Member Pharmacy, the amount that the Health Benefit Plan has negotiated to pay the Member Pharmacy as total reimbursement for Prescription Drugs, and for services rendered by a Non-Member Pharmacy, the lesser of the Non-Member Pharmacy's charges for the Covered Drug, or 150% of Average Wholesale Price for the same Covered Drug.

**Applicant and Employee/Member**
Applicant and Employee/Member shall mean you, the individual who applies for coverage which the Health Benefit Plan has entered into with the Employer/Group. For Purposes of this Program, Employee and Member are interchangeable terms.

**Application and Application Card**
The request, either written or via electronic transfer, of the Applicant for benefits under this Program, set forth in a format approved by the Health Benefit Plan, whether such written request was made under a prior Program that has been superseded by this Program, or under this Program.

**Authorized Generics**
Brand Name Drugs that are marketed without the brand name on its label. An Authorized Generic may be marketed by the Brand Name Drug company, or another company with the brand company’s permission. Unlike a standard Generic Drug, the Authorized Generic is not approved by the Food and Drug Administration (FDA) abbreviated new drug application process (ANDA). For cost sharing purposes Authorized Generics are treated as Brand Name Drugs.

**Brand Name or Brand Name Drug**
A Prescription Drug approved by the U.S. Food and Drug Administration (FDA) through the new drug application (NDA) process and in compliance with applicable state law and regulations. For purposes of this Program, the term "Brand Name Drug" shall also include Authorized Generics

and devices which includes spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines.

**Chronic Drugs**
A Covered Drug recognized by the Health Benefit Plan for the treatment of chronic or long term conditions including, but not limited to, cardiac disease, hypertension, diabetes, lung disease and arthritis. For purposes of the Program, the term "Chronic Drugs" shall also mean the following diabetic supplies that may not require a Prescription Drug Order:

- Insulin syringes;
- Diabetic blood testing strips; and
- Lancets.

**Coinsurance**
A percentage of Allowable Charges which must be paid by the Member toward the cost for filling or refilling a Prescription Drug Order for Prescription Drugs.

**Convenience Pack**
A combination of two or more individual drug products into a single package with a unique national drug code. Products included in a Convenience Pack may include prescription products, over-the-counter products, and/or products not approved by the Food and Drug Administration (FDA).

**Copayment**
A specified amount which must be paid by the Member toward the cost for filling or refilling a Prescription Drug Order for Prescription Drugs.

**Cosmetic Drug or Drugs Used For Cosmetic Purposes**
Drugs which are determined by the Health Benefit Plan to be:

- For other than the treatment of illness, injuries, congenital birth defect or restoration of physiological function; or
- For cleansing, beautifying, promoting attractiveness or altering the appearance of any part of the human body.

**Covered Drug**
Prescription Drugs, including Self-Administered Prescription Drugs, which are:

- Appearing on the Drug Formulary, or where an exception has been granted;
- Prescribed for a Member by a Health Care Practitioner who is appropriately licensed to prescribe Drugs;
- Prescribed for a use that has been approved by the Federal Food and Drug Administration; and
- Medically Necessary, as determined by the Health Benefit Plan.

Insulin shall be considered a Covered Drug where Medically Necessary.

**Deductible**
A specified amount of Allowable Charges, usually expressed in dollars, that must be Incurred by a Member before the Health Benefit Plan will assume any liability for all or part of the remaining Allowable Charges.

**Dentist**
A person who is a Doctor of Dentistry Science (DDS) or a Doctor of Dental Medicine (D.M.D.),

licensed and legally entitled to practice dentistry and dispense drugs.

**Dependent**
- The Applicant's spouse under a legally valid existing marriage.
- The children, (including stepchildren, children legally placed for adoption, and legally adopted children of the Applicant or the Applicant's spouse) who are continuously financially supported by the Applicant, or whose coverage is the responsibility of the Applicant under the terms of a qualified release or court order. The limiting age for covered children is the first of the month following the month in which they reach age 26.

**Domestic Partner (Domestic Partnership)**
A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the Program as if they were the child of the Applicant, as long as the domestic partnership exists.

A member of a Domestic Partnership is one of two partners, each of whom:
- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this Domestic Partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partner agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

  The Health Benefit Plan reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

**Drug**
A substance which is:
- Recognized in the *Approved Drug Products with Therapeutic Equivalent and Evaluations* (The FDA Orange Book);
- Intended for use in the treatment of disease or injury; and
- Not a device or a component, part or accessory of a device.

**Drug Formulary**
A list of Covered Drugs, usually by their generic names, and indications for their use. A formulary is intended to include a sufficient range of medicines to enable physicians, dentists, and, as appropriate, other practitioners to prescribe all Medically Necessary treatment of a Member's condition.

**Effective Date**
According to the ***Eligibility Under The Program*** section, the date on which the Member's coverage begins.

**Employee/Member**
An individual of the Group who meets the eligibility requirements for enrollment, who is so specified for enrollment, and in whose name the Identification Card is issued.

**Experimental Drug or Investigative Drug**
Any Drug or drug usage device or supply which the Health Benefit Plan, relying on the advice of the general medical community, which includes but is not limited to medical consultants, medical journals and/or governmental regulations, does not accept as standard medical treatment of the condition being treated, or any such Drug or drug usage device or supply requiring federal or other governmental agency approval, which approval has not been granted at the time services were rendered.

**Family Coverage**
Coverage for the Employee and one or more of the Employee's Dependents.

**Generic Drug**
Any form of a particular Prescription Drug which is:
- Sold by a manufacturer other than the original patent holder;
- Approved by the U.S. Food and Drug Administration as being generically equivalent through the FDA abbreviated new drug application (ANDA) process; and
- In compliance with applicable state laws and regulations.

**Group or (Enrolled Group)**
A group of Employees which has been accepted by the Health Benefit Plan, consisting of all those Applicants whose charges are remitted together with all the Employees and Dependents, listed on the Application Cards or amendments thereof, who have been accepted by the Health Benefit Plan.

**Health Care Practitioner**
A Physician, Dentist, podiatrist, nurse practitioner or other person licensed, registered and certified as required by law to prescribe Drugs in the course of their professional practice.

**Identification Card**
The currently effective card issued to the Member by the Health Benefit Plan.

**Immediate Family**
The Employee's:
- Spouse;
- Parent;
- Child, stepchild;
- Brother, sister; or
- Persons who ordinarily reside in the household of the Member.

**Incurred**
A charge shall be considered Incurred on the date a Member receives the service or supply for which the charge is made.

**Medically Necessary (Medical Necessity)**
Shall mean:

- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of:
  - Preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient, that are:
  - In accordance with generally accepted standards of medical practice;
  - Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
  - Not primarily for the convenience of the patient, Physician, or other health care provider; and
  - Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.
- For these purposes, "generally accepted standards of medical practice" means standards that are based on:
  - Credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, Physician Specialty Society recommendations; and
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

**Member Mail Order Pharmacy**
A Pharmacy which has entered into an agreement to provide the Health Benefit Plan 's Members with the mail order prescription drug services described in the Program.

**Member Pharmacy**
A Pharmacy which has entered into an agreement to provide the Health Benefit Plan 's Members with the prescription drug services described in the Program other than mail order prescription drug services.

**Non-Member Mail Order Pharmacy**
Any Pharmacy which has not entered into an agreement to provide the Health Benefit Plan 's Members with mail order prescription drug services.

**Non-Member Pharmacy**
A Pharmacy which has not entered into an agreement to provide any prescription drug services to the Health Benefit Plan's Members.

**Non-Preferred Drug**
These drugs generally have one or more generic alternatives or preferred brand options within the same drug class. Some Generic Drugs are included in this category and are subject to the Non-Preferred Drug cost-sharing.

**Pharmacist**
A person who is legally licensed to practice the profession of Pharmacology and who regularly practices such profession in a Pharmacy.

**Pharmacy**
Any establishment which is registered and licensed as a Pharmacy with the appropriate state licensing agency and in which Prescription Drugs are regularly compounded and dispensed by a Pharmacist.

**Pharmacy Benefits Manager (PBM)**
An entity that has entered into a contract with the Health Benefit Plan to perform prescription drug claims processing and related administrative services, and has agreed to arrange for the provision of pharmacy services to the Health Benefit Plan's Members.

**Physician**
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), licensed, and legally entitled to practice medicine in all its branches, perform surgery and dispense Drugs.

**Preferred Brand**
These drugs have been selected for their reported medical effectiveness, safety, and value. These drugs generally do not have generic equivalents.

**Prescription Drug**
- Any medication which by federal and/or state laws may be dispensed with a Prescription Drug Order; and
- Insulin.

The list of covered Prescription Drugs is subject to change from time to time at the sole discretion of the Health Benefit Plan.

**Prescription Drug Order**
The request in accordance with applicable laws and regulations for medication issued by a Health Care Practitioner who is licensed to prescribe Drugs.

**Self-Administered Prescription Drug**
A Prescription Drug that can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required. Examples of Self-Administered Prescription Drugs include, but are not limited to:
- Oral Drugs;
- Self-Injectable Drugs;
- Inhaled Drugs; and
- Topical Drugs.

**Self-Injectable Prescription Drug (Self-Injectable Drug)**
A Prescription Drug that:
- Is introduced into a muscle or under the skin by means of a syringe and needle; and

Can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required.

# Vision Benefits Program




**Benefits underwritten or administered by QCC Ins. Co., a subsidiary of Independence Blue Cross®**
**Independent Licensees of the Blue Cross and Blue Shield Association.**

**QCC INSURANCE COMPANY**
(Hereafter called "The Claims Administrator")

**Group (Contractholder)**
(Hereafter called "The Group")

## VISION CARE PROGRAM

**Language Assistance Services**

**Spanish:** ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

**Chinese:** 注意：如果您讲中文，您可以得到免费的语言协助服务。致电 1-800-275-2583。

**Korean:** 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

**Portuguese:** ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

**Gujarati:** સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કૉલ કરો.

**Vietnamese:** LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

**Russian:** ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

**Polish** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

**Italian:** ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

**Arabic:**
ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

**Telugu:** శ్రద్ధ పెట్టండి: ఒకవేళ మీరు తెలుగు భాష మాట్లాడుతున్నట్లయితే, మీ కొరకు తెలుగు భాషాసహాయక సేవలు ఉచితంగాలభిస్తాయి. 1-800-275-2583 (TTY: 711) కు కాల్ చేయండి.

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

**French:** ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

**Pennsylvania Dutch:** BASS UFF: Wann du Pennsylvania Deitsch schwetzscht, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

**Hindi:** ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

**Japanese:** 備考：母国語が日本語の方は、言語アシスタンスサービス（無料）をご利用いただけます。1-800-275-2583へお電話ください。

**Persian (Farsi):**
توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

**Navajo:** Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh. Hódíílnih koji' 1-800-275-2583.

**Urdu:**
توجہ درکارہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں۔ کال کریں 1-800-275-2583.

**Mon-Khmer, Cambodian:** សូមមេត្តាចាប់អារម្មណ៍៖ ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Taglines as of 11/4/2024

**Discrimination is Against the Law**

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - — Qualified sign language interpreters
  - — Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
  - — Qualified interpreters
  - — Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: civilrightscoordinator@1901market.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at **http://www.hhs.gov/ocr/office/file/index.html**.

This notice is available at the following website: **https://www.healthinsurancehosting.com/notices**.

## VISION CARE COVERAGE

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## VISION CARE BENEFITS

Subject to the Exclusions, conditions and Limitations of this Benefit Booklet, a Member is entitled to benefits for Covered Services described in this section during a Benefit Period, and in the amounts as specified in this ***Schedule of Benefits*** section.

| | |
|---|---|
| Benefit Period | Once every two calendar years. |
| Coinsurance | None |
| Benefit Period Maximum (Participating or Non-Participating) | $200 for all Covered Services and supplies; except eye examination services are not included in this Benefit Period Maximum. |

## SCHEDULE OF COVERED SERVICES

| COVERED SERVICES | AMOUNTS PAYABLE AND LIMITATIONS ON COVERED SERVICES | |
|---|---|---|
| | **Participating*** | **Non-Participating** |
| Eye examination, including refraction and glaucoma screening and dilation, as professionally indicated. | 100% of the Provider's Reasonable Charge. | 100% of the Provider's Reasonable Charge, up to a Maximum of $40. |
| Eyeglasses, including Spectacle Lenses and Frames (one pair). | | 100%, up to a Maximum of $200 for Eyeglasses, including Spectacle Lenses and Frames, or Contact Lenses |
| Spectacle lenses | | 100%, up to a Maximum of $200 for Eyeglasses, including Spectacle Lenses and Frames, or Contact Lenses |
| Frames<br>- Plan supplied:<br>• Fashion selection<br>• Designer selection<br>• Premier selection | 100%, with a Copayment of:<br>$0<br>$0<br>$0 | <br>Not Covered<br>Not Covered<br>Not Covered |
| OR<br>- Doctor supplied: | 100%, up to a Maximum of $200 (plus a 20% discount on overage) | 100%, up to a Maximum of $200 |
| OR<br>- Visionworks supplied: | 100%, up to a Maximum of $200 (plus a 20% discount on overage) | Not Covered |

| | | |
|---|---|---|
| Contact Lenses (in lieu of eyeglasses) including Standard, Specialty and Disposable Lenses and Evaluation and Fitting | 100%, up to a Maximum of $200 | 100%, up to a Maximum of $200 |
| Medically Necessary Elective Contact Lenses (in lieu of eyeglasses or elective contact lenses) including Standard, Specialty and Disposable Lenses (with prior approval) | 100% | 100%, up to a Maximum of $225 |

Out-of-pocket expenses incurred by a Member for pediatric Vision Care benefits will be included in the calculation of the Member's overall medical plan out-of-pocket limit.

* The Health Benefit Plan reserves the right to modify the ***Schedule of Covered Services*** from time to time, subject to prior notice to the Group.

## SECTION 2 - VISION CARE BENEFITS

## COVERED SERVICES

Subject to the Exclusions, conditions, and Limitations set forth in this Benefit Booklet, a Member is entitled to benefits of this benefit section for Covered Services rendered by a Professional Provider or Supplier, unless otherwise indicated, in the amounts specified in the section entitled ***Schedule of Benefits***.

This program allows the Member to maximize the Member's Vision Care benefits by utilizing Participating Providers. When the Member goes to a Participating Provider for an eye examination, the Member is assured of little or no out-of-pocket cost. When the Member purchases vision care hardware, such as frames and spectacle lenses or contact lenses, from a Participating Provider/Supplier, the Member may have no out-of-pocket costs, depending on the Member's choice of hardware. The program requires a Copayment amount for the purchase of some specialty hardware supplies, as shown in the ***Schedule of Benefits***. However, using Participating Providers will lower the Member's out-of-pocket costs and allow the Member to purchase most vision care hardware at fixed, reduced prices. The Member will receive a listing of the Professional Providers that participate in the Vision Care Program administered by QCC Insurance Company.

A Member who receives Vision Care services from a Participating Provider can elect to utilize a Non-Participating Provider for related Vision Care services on the recommendation or referral of the Participating Provider, provided that the Participating Provider gives to the Member, prior to recommending, referring, prescribing or ordering any Vision Care services from the Non-Participating Provider, written notice that:

- The Non-Participating Provider is not a Participating Provider.
- The Member has the option of selecting a Participating Provider.
- The Member may have different financial obligations depending on whether the Vision Care Provider is Participating or Non-Participating.

Vision Care services received from a Non-Participating Provider are not covered under this Claims Administrator.

The Program also provides benefits if the Member chooses to use Non-Participating Providers and Suppliers. Benefits are payable up to the Benefit Period Maximum amounts shown in the ***Schedule of Benefits*** for eye examinations and vision care hardware provided by Non-Participating Providers.

The Benefit Period Maximum amount shown in the ***Schedule of Benefits*** is applicable to either all Participating Covered Services or all Non-Participating Covered Services per Benefit Period.

**Professional Services**

- Eye Examination Services
  Such services, performed by a Professional Provider, as defined in the section entitled ***Important Definitions*** shall include, but are not limited to:
  - Case history.
  - Visual acuity, near and far.
  - External examination, including biomicroscopy or other magnified evaluation of the anterior chamber.
  - Objective, subjective and ophthalmoscopic examinations.

- Binocular measure.
- Summary, findings, and recommendations.

- Hardware
  - Contact Lens Prescription and Fitting Services
    Such services, performed by a Professional Provider shall include, but are not necessarily limited to:
    - Keratometry, or "K" reading, through the use of a keratometer to determine measurements of the eyes, curvature and base curve.
    - Proper fitting of appropriate contact lenses, including the training of insertion and removal of trial contact lenses to the Member's corneas.
    - Post-dispensing contact lens follow-up care, including correction of any ill-fitting or unsuitable lenses.

    Contact Lens Prescription and Fitting Services must be preceded by Eye Examination Services as described in the "Eye Examination Services" subsection shown above.
  - Post-Refractive Services
    Post-refractive Services consist of the ordering of lenses and frames (facial measurements, lenticular formula and other specifications), cost of the materials, verification of the completed prescription upon return from the laboratory, adjustment of the completed eyeglasses to the Member's face and the subsequent servicing (For Example, refitting, realigning, readjusting, tightening).

**Limitations**

- In cases involving Covered Services in which the Professional Provider or Supplier and Member elect to utilize photogrey or light sensitive lenses, the program may provide benefits providing the Member qualifies for such benefits. See the ***Schedule of Benefits*** for the benefit allowance, if any.
- Payment for frames, or spectacle lenses and/or contact lenses will be made only if prescribed by a Professional Provider or Supplier.

## SECTION 3 - EXCLUSIONS - WHAT IS NOT COVERED

Except as specifically provided in this Benefit Booklet, no benefits will be provided for services, supplies or charges:

- For examinations or materials which are not listed herein as a Covered Service;
- For any lenses which do not require a prescription;
- For an eye examination without a refraction;
- For replacement of lost, stolen, broken or damaged lenses, contact lenses or frames unless the Member would otherwise meet the frequency limitations. However, this does not apply to plan-supplied frames and spectacle lenses obtained from a Participating Provider if breakage occurs during normal use within 365 days of the dispensing date;
- For the cost of any insurance premiums indemnifying the Member against losses for lenses or frames;
- For medical attention or surgical treatment of the eye;
- For diagnostic services, such as diagnosis X-rays, cardiographic, encephalographic examinations and pathological or laboratory tests;
- For drugs or any other medications;
- For procedures, such as but not limited to, orthoptics, vision therapy, subnormal vision aids, and tonography;
- For eye examinations or materials sponsored by the Member's employer without charge to the Member;
- For any illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of the Worker's Compensation Law or any similar Occupational Disease Law or Act. This exclusion applies whether or not the Member claims the benefits or compensation, unless the Member is an owner or executive officer and claims an exemption permitted by law;
- For which a Member would have no legal obligation to pay;
- Received from a medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group;
- Incurred prior to the Member's Effective Date;
- Incurred after the date of termination of the Member's coverage except for lenses and frames prescribed prior to such termination and delivered within 30 days from such date;
- For telephone consultations, charges for failure to keep a scheduled visit, or charges for completion of a claim form;

- For duplicate and temporary devices, appliances, and services. This exclusion does not apply to disposable contact lenses;

- For which the Member incurs no charge;

- In a facility performed by a Professional Provider or Supplier who in any case is compensated by the facility for similar Covered Services performed for Members;

- Treatment or services for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan;

- For any loss sustained or expenses Incurred during military services while on active duty; or as a result of an act of war, whether declared or undeclared;

- Paid or payable by Medicare when Medicare is primary. For purposes of this Program, a service, supply or charge is "payable under Medicare" when the Member is eligible to enroll for Medicare benefits, regardless of whether the Member actually enrolls for, pays applicable premium for, maintains, claims or receives Medicare benefits;

- For low vision aids;

- Other than specifically provided in the section entitled ***Vision Care Benefits*** of this Benefit Booklet.

## SECTION 4 - WHO IS COVERED

**Eligible Person**

- Eligible Person is defined as a Member who is determined by the Group as eligible to apply for coverage and sign the Application; and
- Eligible Dependents as specified to the Claims Administrator by the Group as eligible for coverage.

**Eligible Dependent**

Eligible Dependent is defined as:

- The Member's spouse under a legally valid existing marriage between persons of the opposite sex.
- The unmarried children, including newborn children, step-children, children legally placed for adoption, and legally adopted children of the Member or the Member's spouse, or children for whom the Member is a legal guardian or newborns of dependent children covered under the Group Program Document. The limiting age for covered, unmarried children is to the first of the month following the month in which they reach age 26; or if a student is enrolled full-time in an Accredited Educational Institution, the limiting age is the first of the month following the month in which they reach age 26.

  In addition, a full-time student will be considered eligible for coverage when they are on a Medically Necessary leave of absence from the Accredited Educational Institution. The Claims Administrator must receive certification from the full-time student's physician that the full-time student is suffering from a serious illness or injury that requires a Medically Necessary leave of absence from the Accredited Educational Institution or requires the full-time student to become a part-time student. The Dependent child will be eligible for coverage until the earlier of one year from the first day of the leave of absence or the date on which the coverage otherwise would terminate. The limiting age referenced above will be applicable regardless of the status of the Medically Necessary leave of absence.
- A full-time student who is eligible for coverage under the coverage who is:
  - A member of the Pennsylvania National Guard or any reserve component of the U.S. armed forces and who is called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or
  - A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch.76 (relates to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

  Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

  As proof of eligibility, the Employee must submit a form to the Claims Administrator approved by the Department of Military & Veterans Affairs (DMVA):
  - Notifying the Claims Administrator that the Dependent has been placed on active duty;
  - Notifying the Claims Administrator that the Dependent is no longer on active duty;
  - Showing that the Dependent has re-enrolled as a full-time student in an Accredited Educational Institution for the first term or semester starting 60 or more days after the Dependent's release from active duty.
- Eligibility will be continued past the limiting age for unmarried children, regardless of age,

who are incapable of self-support because of mental retardation or physical handicap, mental illness or developmental disability and who are dependent for support upon a Member covered under the Group Program Document. The Claims Administrator may require proof of such Member's eligibility from time to time.

- The newborn child(ren) of a Member from the moment of birth to a maximum of 31 days immediately following birth. The coverage of newborn children within such 31 day period shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities and prematurity and services of a doctor rendered as part of nursery care, but not nursery charges. To continue coverage beyond the 31 day period, application for coverage must be made within 31 days of the child's birth and the appropriate premium paid.
- A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the Program as if they were the child of the Applicant, as long as the domestic partnership exists.

**Effective Date**
The date the Group agrees that all Eligible Persons may apply and become covered. If a person becomes an Eligible Person after the Group's Effective Date, that date becomes the Effective Date.

## SECTION 5 - GENERAL INFORMATION

**Benefits To Which Members Are Entitled**

- The liability of the Claims Administrator is limited to the benefits specified in the Group Program Document.
- No person other than a Member is entitled to receive benefits under this Program.
- Benefits for Covered Services will be provided only for services and supplies that are rendered by a Professional Provider specified in the ***Important Definitions*** section of this Benefit Booklet.

**Termination Of Coverage At Termination Of Employment Or Membership In The Group**

When a Member ceases to be an Eligible Employee or Eligible Dependent, or the required contribution is not paid, the Member's coverage will terminate at the end of the last month for which payment was made. However, if benefits under this Program are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Member's termination under this Program, the cost of such benefits will be the sole responsibility of the Member. In that circumstance, the Claims Administrator will consider the effective date of termination of a Member under this Program to be not more than 30 days before the first day of the month in which the Group notified the Claims Administrator of such termination.

**Continuation Of Coverage At Termination Of Employment Or Membership Due To Total Disability**

A Member's benefits under this Program may be extended after the date that person ceases to be a Member under the Group Program Document because of termination of employment or termination of membership in the group. It will be extended if, on that date, the person is Totally Disabled from an illness or injury. The extension is only for that illness or injury and any related illness or injury. It will be for the time the person remains Totally Disabled from any such illness or injury, but not beyond 12 months if the person ceases to be a Member because the Group Program Document ends.

The Claims Administrator will provide benefits under the Group Program Document during an extension as if the person were still a Member. In addition, the Claims Administrator will provide benefits only to the extent that other coverage for the Covered Services is not provided for the by the Group. Continuation of coverage is subject to payment of the applicable premium.

**When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)**

The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or the Employee's eligible Dependents to temporarily extend health care coverage.

**Continuation Of Incapacitated Child**

If the Member's unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on the Member for over half of their support, the Member may apply to the Claims Administrator to continue coverage of such child under this Program upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon the child's marriage. Continuation of benefits under this provision will only apply if the child was eligible as a Dependent and mental or physical incapacity commenced prior to age 19.

The disability must be certified by the attending physician; furthermore, the disability is subject to annual medical review. In a case where a handicapped child is over the limiting age and joining the Claims Administrator for the first time, the handicapped child must have been covered under the prior Claims Administrator and submit proof from the prior Claims Administrator that the child was covered as a handicapped person.

**Timely Filing**
The Claims Administrator will not be liable under this Program unless proper notice is furnished to the Claims Administrator that Covered Services have been rendered to a Member. Written notice must be given within 20 days after completion of the Covered Services. The notice must include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the service or supply was rendered.

The Member's failure to give notice to the Claims Administrator within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will the Claims Administrator be required to accept notice more than two years after the end of the Benefit Period in which the Covered Services are rendered.

**Release Of Information**
Each Member agrees that any person or entity having information relating to any Services or Supplies for which benefits are claimed under this Program may furnish to the Claims Administrator, upon its request, any information (including copies of records) relating to the illness or injury. In addition, the Claims Administrator may furnish similar information to other entities providing similar benefits at their request. The Claims Administrator shall provide to the Group, at the Group's request, any and all information regarding claims and charges submitted to the Claims Administrator by Professional Providers. The parties understand that any information provided to the Group will be adjusted by the Claims Administrator to prevent the disclosure of the identity of any Member or other patient treated by said Professional Providers. The Group shall reimburse the Claims Administrator for the actual costs of preparing and providing said information. The Claims Administrator shall provide the Group with such cost figure and obtain the Group's approval of such expense prior to incurring such costs.

The Claims Administrator may also furnish membership and/or coverage information for the purpose of claims processing or facilitating patient care.

When the Claims Administrator needs to obtain consent for the release of personal health information, authorization of care and treatment, or to have access to information from a Member who is unable to provide it, the Claims Administrator will obtain consent from the parent, legal guardian, next of kin, or other individual with appropriate legal authority to make decisions on behalf of the Member.

**Claim Forms**
The Claims Administrator will furnish to the Member making the claim, or to the Group, for delivery to such Member, such forms as are required for filing proof of loss.

**Time Of Payment Of Claims**
All benefits payable under this Program will be payable not more than 60 days after receipt of proof.

**Right To Recover Payments In Error**

If the Claims Administrator should pay for any contractually excluded services through inadvertence or error, the Claims Administrator maintains the right to seek recovery of such payment from the Professional Provider, Supplier or Member to whom such payment was made.

**Limitation Of Actions**
No legal action may be taken to recover benefits prior to 60 days after notice of claim has been given as specified above, and no such action may be taken later than two years after the date services are rendered.

**Member/Provider Relationship**
- The choice of a provider is solely the Member's.
- The Claims Administrator does not furnish Covered Services but only makes payment for Covered Services received by Members. The Claims Administrator is not liable for any act or omission of any Professional Provider or Supplier. The Claims Administrator has no responsibility for a Professional Provider's or Supplier's failure or refusal to render Covered Services to a Member.

**Agency Relationships**
The Group is the agent of the Member, not the Claims Administrator.

**Identification Cards And Benefit Booklets**
The Claims Administrator will provide the Identification Cards to Members or to the Group, depending on the direction of the Group. The Claims Administrator will also provide to each Member of an enrolled group a Benefit Booklet describing the benefits provided under the Group Program Document.

**Member Rights**
A Member shall have no rights or privileges as to the benefits provided under this Program except as specifically provided herein.

**Notice**
Any notice required under the Group Program Document must be in writing. Notice given to a Member will be given to the Member in care of the Group, or sent to the Member's last address furnished to the Claims Administrator by the Group. The Group, the Claims Administrator, or a Member may, by written notice, indicate a new address for giving notice.

**Subrogation and Reimbursement Rights**
The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:
- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Claims Administrator reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Claims Administrator to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  **Subrogation Rights**
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  **Reimbursement Rights**
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The Claims Administrator has a right to full reimbursement.

  **Lien**
  By accepting benefits for Covered Services from the Claims Administrator, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Claims Administrator the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Claims Administrator to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Claims Administrator has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Claims Administrator is reimbursed in full.

**Constructive Trust**
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Claims Administrator.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Claims Administrator will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing. The recovery rights of the Claims Administrator will not be reduced by the "common fund" doctrine.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**
- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless

and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Claims Administrator paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Allowable Charges, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation..

  **Subrogation Rights**
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  **Reimbursement Rights**
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all

medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

**Obligations of Member**

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator‘s ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

**IMPORTANT: Failure to Cooperate**

If the Member fails or refuses to sign forms or documents as requested or otherwise fail or refuse to cooperate or abide by any of the obligations described above, the Claims Administrator or Plan Administrator, as applicable, has full discretion and authority to reduce or withhold benefit payments to recover subrogation/reimbursement amounts that are owed and/or to terminate the Member's participation in the Program.

**Special Circumstances**
In the event that Special Circumstances result in a severe impact to the availability of providers and services, to the procedures required for obtaining benefits for Covered Services under this Program (For Example, use of Participating Providers), or to the administration of this Program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period as required by the Special Circumstances as defined below.

The Claims Administrator shall make a good faith effort to provide access to Covered Services in so far as practical and according to its best judgment. Neither the Claims Administrator nor the Participating Providers shall incur liability or obligation for delay or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances, as recognized in the community, and by the Claims Administrator and appropriate regulatory authority, are extraordinary circumstances not within the control of the Claims Administrator, including but not limited to:
- Major disaster;
- Epidemic;
- Pandemic;
- The complete or partial destruction of facilities;
- Riot;
- Civil insurrection; or
- Public health emergency.

**Regarding Non-Discrimination Rights**
The Member has the right to receive health care services without discrimination:
- Based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- For Medically Necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- Based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- Related to gender transition if such denial or limitation results in discriminating against a transgender individual.

## SECTION 6 - RESOLVING PROBLEMS (COMPLAINTS/APPEALS)

**Member Complaint Process**
The Claims Administrator has a process for Members to express informal complaints. To register a complaint (as opposed to an appeal as discussed below), Members should call the Member Services Department at the telephone number on the back of their identification card or write to the Claims Administrator at the following address:

Independence Blue Cross
General Correspondence
1901 Market Street
Philadelphia, PA 19103

Most Member concerns are resolved informally at this level. However, if the Claims Administrator is unable to immediately resolve the Member complaint, it will be investigated, and the Member will receive a response in writing within 30 days.

**Member Appeal Process**

- Filing an Appeal
  The Claims Administrator maintains procedures for the resolution of Member appeals. Member appeals may be filed within 180 days of the receipt of a decision from the Claims Administrator stating an adverse benefit determination. An appeal occurs when the Member or another authorized representative requests a change of a previous decision made by the Claims Administrator by following the procedures described here. In order to authorize someone else to be the Member's representative for the appeal, the Member must complete a valid authorization form. Contact the Claims Administrator as directed below to obtain a form for a member/enrollee to authorize an appeal by a Professional Provider or other representative or for questions regarding the requirements for an authorized representative.

  The Member or other authorized person on behalf of the Member, may request an appeal by calling or writing to the Claims Administrator, as defined in the letter notifying the Member of the decision or as follows:

  | | |
  |---|---|
  | Member Appeals Department | Toll Free Phone: 1-888-671-5276 |
  | P.O. Box 41820 | Toll Free Fax: 1-888-671-5274 or |
  | Philadelphia, PA, 19101-1820 | Phila. Fax: 215-988-6558 |

- Types of Member Appeals and Timeframe Classifications
  Following are the two types of Member appeals and the issues they address:
  - Medical Necessity Appeal Issues - An appeal by or on behalf of a Member that focuses on issues of Medical Necessity and requests the Claims Administrator to change its decision to deny or limit the provision of a Covered Service. Medical Necessity appeals include appeals of adverse benefit determinations based on the exclusions for experimental/investigative or cosmetic services.
  - Administrative Appeal Issues - An appeal by or on behalf of a Member that focuses on unresolved Member disputes or objections regarding a Claims Administrator decision that concerns coverage terms such as contract exclusions and non-covered benefits, exhausted benefits, and claims payment issues. Although an administrative appeal may present issues related to Medical Necessity, these are not the primary issues that affect the outcome of the appeal.

The timeframes described below for completing a review of each appeal depend on additional classifications:

- Standard Pre-service appeal - An appeal for benefits that, under the terms of the Program, must be precertified or pre-approved (either in whole or in part) before medical care is obtained in order for coverage to be available.
- Standard Post-service appeal - An appeal for benefits that is not a Pre-service appeal. (Post-service appeals concerning claims for services that the Member has already obtained do not qualify for review as expedited/urgent appeals.)
- Expedited/Urgent appeal - An appeal that provides faster review, according to the procedures described below, on a pre-service issue. The Claims Administrator will conduct an expedited appeal on a pre-service issue when it determines, based on applicable guidelines, that delay in decision-making would seriously jeopardize the Member's life, health or ability to regain maximum function or would subject the Member to severe pain that cannot be adequately managed while awaiting a standard appeal decision.

- Information for the Appeal Review including Matched Specialist's Report
  The Member may submit to the Claims Administrator additional information pertaining to the Member's case. The Member may specify the remedy or corrective action being sought. Upon request at any time during the appeal process, the Claims Administrator will provide the Member or the Member's authorized representative access to, and copies of, documents, records, and other information relevant to the appeal that is provided for the appeal decision maker(s) to review.

  Input from a matched specialist is obtained for all Medical Necessity Appeals. A matched specialist is a licensed Physician or psychologist in the same or similar specialty as typically manages the care under review. The matched specialist cannot be the person who made the adverse benefit determination at issue in the appeal and cannot be a subordinate of the person who made that determination.

- Appeal Committee Composition and Role
  Each Appeals Committee described below will be comprised of one to three persons designated by the Claims Administrator to act as decision maker(s) on the appeal. The Committee decision maker(s) did not make the adverse benefit determination at issue in the appeal and are not subordinates of the person who made that determination. Each Committee will review all relevant information for the appeal, whether from the Member or the Member's authorized representative or obtained from other sources during the investigation of the appeal issues.

**STANDARD APPEALS: Process and timeframes**

An acknowledgement letter and description of the appeal process is mailed following receipt of a Member appeal. A standard consists of one level of internal review for which evaluation and decision must be completed within the following timeframes:

- Standard Pre-service Appeal - within 30 days of receipt of the appeal request.
- Standard Post-service Appeal - within 60 days of receipt of the appeal request.

The appeal review will occur based on the information available for the Appeal Committee's review. The Member is encouraged to supply additional relevant information to the appeals specialist preparing the appeal.

Written notice of the standard appeal decision will be sent within the timeframes stated above. If the appeal is denied, the decision notice will state the specific reason for the denial, refer to Program provision(s) and guidelines on which the decision is made, tell the Member about relevant information that is available free of charge, and describe external appeal rights or other dispute resolution options that may be available to the Member.

The standard appeal decision is final with respect to the Member's right to appeal through the Claims Administrator's internal member appeal process.

**EXPEDITED APPEALS: Process and timeframes**

**If a case involves a serious medical condition which the Member believes may jeopardize the life, health, ability to regain maximum function, or would subject the Member to severe pain that cannot be adequately managed while awaiting a standard appeal decision, the Member may ask to have the case reviewed in a quicker manner, as an expedited appeal. An expedited appeal consists of one level of internal review for which the evaluation and decision must be completed within the following timeframe:**

- **Expedited Pre-service Appeals - within 72 hours of receipt of the appeal request.**

To request an expedited appeal by the Claims Administrator, call or fax the Member Appeals Department at the phone numbers listed above under "Filing an Appeal." Information related to an appeal will be requested and the Member will be promptly informed whether it qualifies for review as an expedited appeal or must instead be processed as a standard appeal.

The Expedited Appeal Committee will review all relevant information for the appeal from the Member or their authorized representative or from other sources that is received in time to permit compliance with the time limits for review of an expedited appeal. The Member is encouraged to supply additional relevant information to the appeals specialist preparing the appeal.

The Expedited Appeal review will be completed promptly based on a Member's health condition, but no later than 72 hours after receipt of the expedited appeal by the Claims Administrator. The Member will be notified of the decision by telephone and a letter mailed in no more than 72 hours. If the appeal is denied, the decision notice will state the specific reason for the denial, refer to Plan provision(s) and guidelines on which the decision is made, tell the Member that relevant information is available free of charge, and describe external appeal rights or other dispute resolution options that may be available to the Member. The expedited appeal decision is then final with respect to a Member's right to appeal through the Claims Administrator's internal appeal process.

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The policy and procedures for Member appeals may change due to changes that the Claims Administrator makes to comply with applicable state and federal laws and regulations, to satisfy standards of certain recognized accrediting agencies, or to otherwise improve the Member Appeals process.

## SECTION 7 - IMPORTANT DEFINITIONS

For the purposes of this Benefit Booklet, the terms below have the following meaning:

**Accredited Educational Institution**
A publicly or privately operated academic institution of higher learning which:
- Provides recognized course or courses of instruction and leads to the conference of a diploma, degree, or other recognized certification of completion at the conclusion of the course of study; and
- Is duly recognized and declared as such by the appropriate authority of the state in which such institution is located; provided, however, that in addition to any state recognition, the institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to, colleges and universities, and technical or specialized schools.

**Benefit Period**
The specified period of time during which charges for Covered Services must be Incurred in order to be eligible for payment by the Claims Administrator. A charge shall be considered Incurred on the date the service or supply was provided to a Member.

**Billed Charge**
An amount billed by a Supplier or Professional Provider for treatment, services or supplies rendered to a Member.

**Coinsurance**
A specific percentage of the Provider's Reasonable Charge for Covered Services set forth in the section entitled ***Schedule of Benefits*** of this Benefit Booklet, for which the Member is responsible.
- Program Coinsurance - a specified percentage of the Provider's Reasonable Charge applied to all Covered Services for which the Member is responsible.
- Benefit Coinsurance - a specified percentage of the Provider's Reasonable Charge applied to a specific Covered Service for which the Member is responsible.

**Copayment**
A specified amount of expenses applied to a specific Covered Service for which the Member is responsible per Covered Service.

**Covered Service**
A service or supply specified in this Benefit Booklet for which benefits will be provided when rendered by a Professional Provider or Supplier. For purposes of this Program, the term "Covered Services and Supplies" means Covered Services, with the exception of Eye Examination Services.

**Dependent**
A Member other than the Employee as specified in the section entitled ***Who Is Covered***.

**Domestic Partner (Domestic Partnership)**
A member of a domestic partnership is one of two partners, each of whom:
- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue

to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this domestic partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for domestic partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partner agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

  The Claims Administrator reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

**Effective Date**
A date on which coverage for a Member begins under the Group Program Document.

**Employee**
An individual in the Group who meets the eligibility requirements for enrollment and who is so specified for enrollment.

**Eye Examination Services**
A comprehensive examination and evaluation of the eyes performed by a physician, Ophthalmologist or Optometrist, which shall include, but not be limited to, the services listed in the "Eye Examination Services" subsection of the section entitled ***Vision Care Benefits***.

**Family Coverage**
Coverage for the Employee and one or more of the Employee's Dependents.

**Incurred**
A charge shall be considered Incurred on the date a Member receives the service or supply for which the charge is made.

**Lens**
A transparent refracting medium, usually made of plastic.
- Aphakic - a lens prescribed for those who have had the crystalline lens of the eye removed during cataract surgery or who were born without a crystalline lens.
- Bifocal - a lens containing two different powers, one for distance vision, and one for near vision.
- Disposable Contact - a soft plastic contact lens that is applied to the eye for correcting refractive errors for a period of approximately one to two weeks and is then discarded.
- Hard Contact - a curved glass or plastic lens that is applied to the eye for correction of refractive errors.

- Lenticular - a type of aphakic lens prescribed to replicate the crystalline lens of the eye.
- Single Vision - a lens with one correction, for either distance or near vision.
- Soft Contact - a lens for correcting refractive errors. They are of soft plastic material.
- Trifocal - a lens that has three distinct areas for visual focus.

**Limitations**
The Maximum frequency as set forth in the section entitled ***Schedule of Benefits***, for which a Covered Service is allowed.

**Maximum**
The greatest amount payable by the Claims Administrator set forth in the ***Schedule of Benefits***, for Covered Services. This could be expressed in dollars or a specified number of services for a specified period of time.
- Program Maximum - the greatest amount payable by the Claims Administrator for Covered Services.
- Benefit Maximum - the greatest amount payable by the Claims Administrator for a specific Covered Service.

**Member**
An enrolled Employee and their Eligible Dependents who have satisfied the specifications under the section entitled ***Who Is Covered*** of this Benefit Booklet.

**Non-Participating Provider**
A Professional Provider that does not participate in the Claims Administrator's programs and is not required to accept the Claims Administrator's payment as payment-in-full.

**Ophthalmologist**
Is a Physician who specializes in the diagnosis, treatment and prescription of medications and lenses related to conditions of the eye, and who may perform Eye Examination and Refractive Services.

**Optician**
Is a person who makes, fits, supplies and adjusts eyeglasses in accordance with a prescription written by a Professional Provider to correct a Member's optical defects. Opticians are not Professional Providers.

**Optometrist**
Is a person licensed to practice optometry in accordance with the provisions of the Optometric Practice and Licensure Act, and whom may perform Eye Examination and Refractive Services.

**Participating Provider**
A Professional Provider that has an agreement with the Claims Administrator pertaining to payment for Covered Services rendered to a Member.

**Physician**
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), licensed, and legally entitled to practice medicine in all its branches, perform surgery and dispense drugs.

**Professional Provider**
A person or practitioner licensed where required and performing within the scope of such licensure. The Professional Providers include:

- Doctor of Medicine
- Doctor of Ophthalmology
- Doctor of Optometry
- Doctor of Osteopathy
- Physician

**Provider's Reasonable Charge**
The dollar amount on which a Member's Coinsurance, Benefit Maximums and benefits will be calculated. "Provider's Reasonable Charge" shall mean the following:

- For services rendered by a Participating Provider, "Provider's Reasonable Charge" means the rate of reimbursement for Covered Services determined by contract, or the Billed Charge, whichever is less; or
- For services rendered by a Non-Participating Provider, "Provider's Reasonable Charge" means the Reasonable and Customary Charges, or Benefit Maximums amount, or Billed Charge, whichever is less.

**Reasonable And Customary**
Means the amount that is the usual or customary charge for the service or supply as determined by the Claims Administrator. The chosen standard is an amount which is most often charged by other providers for similar services or supplies within the same geographic area where the service or supply is provided and who have training, experience and professional standing comparable to those of the actual provider of the service or supply. If no comparison exists, the Claims Administrator determines what is reasonable by the severity and/or complexity of the Member's condition for which the service or supply is provided.

**Supplier**
A provider engaged in dispensing ophthalmic material (For example, contact lenses, spectacle lenses) in accordance with a prescription written by a Professional Provider. Supplies include, but are not limited to, Opticians and retail optical dispensing firms.

**Total Disability**
Except as otherwise specified in this Benefit Booklet, a Member who, due to illness or injury, cannot perform any duty of their occupation or any occupation for which they are, or may be, suited by education, training and experience, and is not, in fact, engaged in any occupation for wage or profit. A Dependent is totally disabled if they cannot engage in the normal activities of a person in good health and of like age and sex. The Member or Dependent person must be under the regular care of a Physician.

# INDEPENDENCE BLUE CROSS NOTICE OF PRIVACY PRACTICES

## THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION[1]

**PLEASE REVIEW IT CAREFULLY.**

Independence Blue Cross[2] values you as a customer, and protection of your privacy is very important to us. In conducting our business, we will create and maintain records that contain protected health information about you and the health care provided to you as a member of our health plans.

Note: "Protected health information" or "PHI" is information about you, including information that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We protect your privacy by:

- limiting who may see your PHI;
- limiting how we may use or disclose your PHI;
- informing you of our legal duties with respect to your PHI;
- explaining our privacy policies; and
- adhering to the policies currently in effect.

This Notice describes our privacy practices, which include how we may use, disclose, collect, handle, and protect our members' protected health information. We are required by certain federal and state laws to maintain the privacy of your protected health information. We also are required by the federal Health Insurance Portability and Accountability Act (or "HIPAA") Privacy Rule to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information.

[1] If you are enrolled in a self-insured group benefit program, this Notice is not applicable. If you are enrolled in such a program, you should contact your Group Benefit Manager for information about your group's privacy practices. If you are enrolled in the Federal Employee Service Benefit Plan, you will receive a separate Notice.

[2] For purposes of this Notice, "Independence Blue Cross" refers to the following companies: Independence Blue Cross, Keystone Health Plan East, QCC Insurance Company, and Vista Health Plan, Inc. – independent licensees of the Blue Cross and Blue Shield Association.

This revised Notice took effect on July 18, 2017, and will remain in effect until we replace or modify it.

**Copies of this Notice**
You may request a copy of our Notice at any time. If you want more information about our privacy practices, or have questions or concerns, please contact Member Services by calling the telephone number on the back of your Member Identification Card, or contact us using the contact information at the end of this Notice.

**Changes to this Notice**
The terms of this Notice apply to all records that are created or retained by us which contain your PHI. We reserve the right to revise or amend the terms of this Notice. A revised or amended Notice will be effective for all of the PHI that we already have about you, as well as for any PHI we may create or receive in the future. We are required by law to comply with whatever Privacy Notice is currently in effect. You will be notified of any material change to our Privacy Notice before the change becomes effective. When necessary, a revised Notice will be mailed to the address that we have on record for the contract holder of your member contract, and will also be posted on our web site at www.ibx.com.

**Potential Impact of State Law**
The HIPAA Privacy Rule generally does not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Rule, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and disclosures of the protected health information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

**How We May Use and Disclose Your Protected Health Information (PHI)**
In order to administer our health benefit programs effectively, we will collect, use and disclose PHI for certain of our activities, including payment of covered services and health care operations.

The following categories describe the different ways in which we may use and disclose your PHI. Please note that every permitted use or disclosure of your PHI is not listed below. However, the different ways we will, or might, use or disclose your PHI do fall within one of the permitted categories described below.

**Treatment:** We may disclose information to doctors, pharmacies, hospitals and other health care providers who take care of you to assist in your treatment or the coordination of your care.

**Payment:** We may use and disclose your PHI for all payment activities including, but not limited to, collecting premiums or to determine or fulfill our responsibility to provide health care coverage under our health plans. This may include coordinating benefits with other health care programs or insurance carriers, such as Medicare or Medicaid. For example, we may use and disclose your PHI to pay claims for services provided to you by doctors or

hospitals which are covered by your health plan(s), or to determine if requested services are covered under your health plan. We may also use and disclose your PHI to conduct business with other Independence Blue Cross affiliate companies.

**Health Care Operations:** We may use and disclose your PHI to conduct and support our business and management activities as a health insurance issuer. For example, we may use and disclose your PHI to determine our premiums for your health plan, to conduct quality assessment and improvement activities, to conduct business planning activities, to conduct fraud detection programs, to conduct or arrange for medical review, or to engage in care coordination of health care services.

We may also use and disclose your PHI to offer you one of our value added programs like smoking cessation or discounted health related services, or to provide you with information about one of our disease management programs or other available Independence Blue Cross health products or health services.

We may also use and disclose your PHI to provide you with reminders to obtain preventive health services, and to inform you of treatment alternatives and/or health related benefits and services that may be of interest to you.

**Marketing:** Your PHI will not be sold, used or disclosed for marketing purposes without your authorization except where permitted by law. Such exceptions may include: a marketing communication to you that is in the form of (a) a face-to-face communication, or (b) a promotional gift of nominal value.

**Release of Information to Plan Sponsors:** Plan sponsors are employers or other organizations that sponsor a group health plan. We may disclose PHI to the plan sponsor of your group health plan as follows:

- We may disclose “summary health information” to your plan sponsor to use to obtain premium bids for providing health insurance coverage or to modify, amend or terminate its group health plan. “Summary health information” is information that summarizes claims history, claims expenses, or types of claims experience for the individuals who participate in the plan sponsor’s group health plan;
- We may disclose PHI to your plan sponsor to verify enrollment/disenrollment in your group health plan;
- We may disclose your PHI to the plan sponsor of your group health plan so that the plan sponsor can administer the group health plan; and
- If you are enrolled in a group health plan, your plan sponsor may have met certain requirements of the HIPAA Privacy Rule that will permit us to disclose PHI to the plan sponsor. Sometimes the plan sponsor of a group health plan is the employer. In those circumstances, we may disclose PHI to your employer. You should talk to your employer to find out how this information will be used.

**Research:** We may use or disclose your PHI for research purposes if certain conditions are met. Before we disclose your PHI for research purposes without your written permission, an

Institutional Review Board (a board responsible under federal law for reviewing and approving research involving human subjects) or Privacy Board reviews the research proposal to ensure that the privacy of your PHI is protected, and to approve the research.

**Required by Law:** We may disclose your PHI when required to do so by applicable law. For example, the law requires us to disclose your PHI:

- When required by the Secretary of the U.S. Department of Health and Human Services to investigate our compliance efforts; and
- To health oversight agencies, to allow them to conduct certain Health Oversight Activities described below.

**Public Health Activities:** We may disclose your PHI to public health agencies for public health activities that are permitted or required by law, such as to:

- prevent or control disease, injury or disability;
- maintain vital records, such as births and deaths;
- report child abuse and neglect;
- notify a person about potential exposure to a communicable disease;
- notify a person about a potential risk for spreading or contracting a disease or condition;
- report reactions to drugs or problems with products or devices;
- notify individuals if a product or device they may be using has been recalled; and
- notify appropriate government agency(ies) and authority(ies) about the potential abuse or neglect of an adult patient, including domestic violence.

**Health Oversight Activities:** We may disclose your PHI to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Health oversight agencies seeking this information include government agencies that oversee: (i) the health care system; (ii) government benefit programs; (iii) other government regulatory programs; and (iv) compliance with civil rights laws.

**Lawsuits and Other Legal Disputes:** We may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process once we have met all administrative requirements of the HIPAA Privacy Rule.

**Law Enforcement:** We may disclose your PHI to law enforcement officials under certain conditions. For example, we may disclose PHI:

- to permit identification and location of witnesses, victims, and fugitives;
- in response to a search warrant or court order;
- as necessary to report a crime on our premises;
- to report a death that we believe may be the result of criminal conduct; or
- in an emergency, to report a crime.

**Coroners, Medical Examiners, or Funeral Directors:** We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. We also may disclose, as authorized by law, information to funeral directors so that they may carry out their duties.

**Organ and Tissue Donation:** We may use or disclose your PHI to organizations that handle organ and tissue donation and distribution, banking, or transplantation.

**To Prevent a Serious Threat to Health or Safety:** As permitted by law, we may disclose your PHI if we believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

**Military and National Security:** We may disclose to military authorities the PHI of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials PHI required for lawful intelligence, counter-intelligence, and other national security activities.

**Inmates:** If you are a prison inmate, we may disclose your PHI to the prison or to a law enforcement official for: (1) the prison to provide health care to you; (2) your health and safety, and the health and safety of others; or (3) the safety and security of the prison.

**Underwriting**: We will not use genetic information about you for underwriting purposes.

**Workers' Compensation:** As part of your workers' compensation claim, we may have to disclose your PHI to a worker's compensation carrier.

**To You:** When you ask us to, we will disclose to you your PHI that is in a "designated record set." Generally, a designated record set contains medical, enrollment, claims and billing records we may have about you, as well as other records that we use to make decisions about your health care benefits. You can request the PHI from your designated record set as described in the section below called "Your Privacy Rights Concerning Your Protected Health Information."

**To Your Personal Representative:** If you tell us to, we will disclose your PHI to someone who is qualified to act as your personal representative according to any relevant state laws. In order for us to disclose your PHI to your personal representative, you must send us a completed Independence Blue Cross Personal Representative Designation Form and documentation that supports the person's qualification according to state law (such as a power of attorney or guardianship). To request the Independence Blue Cross Personal Representative Designation Form, please contact Member Services at the telephone number listed on the back of your Member Identification card, print the form from our web site at www.ibx.com, or write us at the address at the end of this Notice. However, the HIPAA Privacy Rule permits us to choose not to treat that person as your personal representative when we have a reasonable belief that: (i) you have been, or may be, subjected to domestic violence, abuse or neglect by the person; (ii) treating the person as your personal representative could endanger you; or (iii) in our professional judgment, it is not in your best interest to treat the person as your personal representative.

**To Family and Friends:** Unless you object, we may disclose your PHI to a friend or family member who has been identified as being involved in your health care. We also may disclose your PHI to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. If you are not present or able to agree to

these disclosures of your PHI, then we may, using our professional judgment, determine whether the disclosure is in your best interest.

**Parents as Personal Representatives of Minors:** In most cases, we may disclose your minor child's PHI to you. However, we may be required to deny a parent's access to a minor's PHI according to applicable state law.

**Health Information Exchanges**

We share your health information electronically through certain Health Information Exchanges ("HIEs"). A HIE is a secure electronic data sharing network. In accordance with applicable federal and state privacy and security requirements, regional health care providers participate in HIEs to exchange patient information in real-time to help facilitate delivery of health care, avoid duplication of services, and more efficiently coordinate care. As a participant in HIEs, Independence shares your health information we may have received when a claim has been submitted for services you have received among authorized participating providers, such as physicians, hospitals, and health systems for the purpose of treatment, payment and health care operations as permitted by law.
During an emergency, patients and their families may forget critical portions of their medical history which may be very important to the treating physician who is trying to make a quick, accurate diagnosis in order to treat the sick patient. Independence, through its participation in an HIE, makes pertinent medical history, including diagnoses, studies, lab results, medications and the treating physicians we may receive on a claim available to participating emergency room physicians while the patient is receiving care. This is invaluable to the physician, expediting the diagnosis and proper treatment of the patient.

Your treating providers who participate with an HIE, and also submit health information with the HIE, will have the ability to access your health information through the HIE and send records to your treating physicians. Through direct requests to the HIE, we will receive various types of protected health information such as pharmacy or laboratory services, or information when you have been discharged from a hospital which may be used to coordinate your care, provide case management services, or otherwise reduce duplicative services and improve the overall quality of care to our members. All providers that participate in HIEs agree to comply with certain privacy and security standards relating to their use and disclosure of the health information available through the HIE.

As an Independence member, you have the right to opt-out which means your health information will not be accessible through the HIE. Through the regional HIE (www.hsxsepa.org/patient-options-opt-out-back) website or the State HIE (https://www.dhs.pa.gov/providers/Providers/Documents/opt%20out.pdf) website consumers or providers can access an online, fax, or mail form permitting patients to remove themselves (opt-out) or reinstate themselves (opt back in) to the HIE. It will take approximately one business day to process an opt-out request. If you choose to opt-out of the HIE, your health care providers will not be able to access your information through the HIE. Even if you opt-out, this will not prevent your health information from being made available and released through other means (i.e. fax, secure email) to authorized individuals, such as network providers for paying claims, coordinating care, or administering your health benefits in accordance with the law and in the normal course of conducting our

business as permitted under applicable law. For more information on HIEs, please go to www.hsxsepa.org/consumers-0 or to https://www.dhs.pa.gov/providers/Providers/Pages/Health%20Information%20Technology/Health-Information-Exchange-Citizens.aspx.

**Right to Provide an Authorization for Other Uses and Disclosures**

- Other uses and disclosures of your PHI that are not described above will be made only with your written authorization.
- You may give us written authorization permitting us to use your PHI or disclose it to anyone for any purpose.
- We will obtain your written authorization for uses and disclosures of your PHI that are not identified by this Notice, or are not otherwise permitted by applicable law.

Any authorization that you provide to us regarding the use and disclosure of your PHI may be revoked by you in writing at any time. After you revoke your authorization, we will no longer use or disclose your PHI for the reasons described in the authorization. Of course, we are unable to take back any disclosures that we have already made with your authorization. We may also be required to disclose PHI as necessary for purposes of payment for services received by you prior to the date when you revoked your authorization.

Your authorization must be in writing and contain certain elements to be considered a valid authorization. For your convenience, you may use our approved Independence Blue Cross Authorization Form. To request the Independence Blue Cross Authorization Form, please contact Member Services at the telephone number listed on the back of your Member Identification card, print the form from our web site at www.ibx.com, or write us at the address at the end of this Notice.

**Your Privacy Rights Concerning Your Protected Health Information (PHI)**
You have the following rights regarding the PHI that we maintain about you. Requests to exercise your rights as listed below must be in writing. For your convenience, you may use our approved Independence Blue Cross form(s). To request a form, please contact Member Services at the telephone number listed on the back of your Member Identification card or write to us at the address listed at the end of this Notice.

**Right to Access Your PHI:** You have the right to inspect or get copies of your PHI contained in a designated record set. Generally, a “designated record set” contains medical, enrollment, claims and billing records we may have about you, as well as other records that we may use to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

You may request that we provide copies of your PHI in a format other than photocopies such as by electronic means in certain situations. We will use the format you request unless we cannot practicably do so. We may charge a reasonable fee for copies of PHI (based on our costs), for postage, and for a custom summary or explanation of PHI. You will receive notification of any fee(s) to be charged before we release your PHI, and you will have the

opportunity to modify your request in order to avoid and/or reduce the fee. In certain situations, we may deny your request for access to your PHI. If we do, we will tell you our reasons in writing, and explain your right to have the denial reviewed.

**Right to Amend Your PHI:** You have the right to request that we amend your PHI if you believe there is a mistake in your PHI, or that important information is missing. Approved amendments made to your PHI will also be sent to those who need to know, including (where appropriate) Independence Blue Cross's vendors (known as "Business Associates"). We may also deny your request if, for instance, we did not create the information you want amended. If we deny your request to amend your PHI, we will tell you our reasons in writing, and explain your right to file a written statement of disagreement.

**Right to an Accounting of Certain Disclosures:** You may request, in writing, that we tell you when we or our Business Associates have disclosed your PHI (an "Accounting"). Any accounting of disclosures will **not** include those we made:

- for payment, or health care operations;
- to you or individuals involved in your care;
- with your authorization;
- for national security purposes;
- to correctional institution personnel; or
- before April 14, 2003.

The first accounting in any 12-month period is without charge. We may charge you a reasonable fee (based on our cost) for each subsequent accounting request within a 12-month period. If a subsequent request is received, we will notify you of any fee to be charged, and we will give you an opportunity to withdraw or modify your request in order to avoid or reduce the fee.

**Right to Request Restrictions:** You have the right to request, in writing, that we place additional restrictions on our use or disclosure of your PHI. We are not required to agree to your request. However, if we do agree, we will be bound by our agreement except when required by law, in emergencies, or when information is necessary to treat you. An approved restriction continues until you revoke it in writing, or until we tell you that we are terminating our agreement to a restriction.

**Right to Request Confidential Communications:** You have the right to request that we use alternate means or an alternative location to communicate with you in confidence about your PHI. For instance, you may ask that we contact you by mail, rather than by telephone, or at work, rather than at home. Your written request must clearly state that the disclosure of all or part of your PHI at your current address or method of contact we have on record could be an endangerment to you. We will require that you provide a reasonable alternate address or other method of contact for the confidential communications. In assessing reasonableness, we will consider our ability to continue to receive payment and conduct health care operations effectively, and the subscriber's right to payment information. We may exclude certain communications that are commonly provided to all members from confidential communications. Examples of such communications include benefit booklets and newsletters.

**Right to a Paper Copy of This Notice:** You have the right to receive a paper copy of our Notice of Privacy Practices. You can request a copy at any time, even if you have agreed to receive this Notice electronically. To request a paper copy of this Notice, please contact Member Services at the telephone number on the back of your Member Identification Card.

**Right to Notification of a Breach of Your PHI:** You have the right to and will be notified following a breach of your unsecured PHI or if a security breach occurs involving your PHI.

**Your Right to File a Privacy Complaint**
If you believe your privacy rights have been violated, or if you are dissatisfied with Independence Blue Cross's privacy practices or procedures, you may file a complaint with the Independence Blue Cross Privacy Office and with the Secretary of the U.S. Department of Health and Human Services.

You will not be penalized for filing a complaint.

To file a privacy complaint with us, you may contact Member Services at the telephone number on the back of your member ID card, or you may contact the Privacy Office as follows:

Independence Blue Cross Privacy Office
P.O. Box 41762
Philadelphia, PA 19101 – 1762

Fax: 215-241-4023 or 1-888-678-7006 (toll-free)
E-mail: Privacy@ibx.com
Phone: 215-241-4735 or 1-888-678-7005 (toll-free)

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