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# Medical Benefit Booklet

Briggs & Stratton, LLC  
High Deductible PPO Plan  
Effective 01/01/2023

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Administered by **Anthem**  

## ABOUT THE BRIGGS & STRATTON MEDICAL PLAN

**Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de Servicio al Cliente que aparece en el reverso de su Tarjeta de Identificación.**

**If You need assistance in Spanish to understand this document, You may request it for free by calling Member Services at the number on Your Identification Card.**

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

The Plan provides the benefits described in this Benefit Booklet only for eligible Members. The healthcare services are subject to the **Limitations and Exclusions, Copayments, Deductible, and Coinsurance requirements** specified in this Benefit Booklet. Any group plan or certificate which You received previously will be replaced by this Benefit Booklet.

**Administration** - Your Employer has agreed to be subject to the terms and conditions of Anthem Blue Cross and Blue Shield's Provider agreements which may include Precertification and utilization management requirements, timely filing limits, and other requirements to administer the benefits under this Plan.

**Provider Networks** - This is a Preferred Provider Organization (PPO) Plan for all Members except residents of Georgia, and Missouri Members residing in those states are part of a Point of Service (POS) Plan, and must use the appropriate POS Network Provider in their respective states to receive Network benefits. If You are a Member in a state outside of Florida Georgia, and Missouri that participates in a Select Network arrangement, please call the Member Services number on Your Identification Card to locate participating Providers.

Anthem Blue Cross and Blue Shield, or "Anthem" is an independent licensee of the Blue Cross and Blue Shield Association. Anthem Blue Cross and Blue Shield is a registered trademark of Anthem Insurance Companies, Inc. designated by Your Employer to provide administrative services for the Employer's Group Health Plan, such as claims processing, care management, and other services, and to arrange for a Network of healthcare Providers whose services are covered by the Plan.

**Important** - This is not an insured benefit Plan. The benefits described in this Benefit Booklet or any rider or amendments attached hereto are funded by the Employer who is responsible for their payment. Anthem provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. Anthem Blue Cross and Blue Shield is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, permitting Anthem to use the Blue Cross and Blue Shield Service Marks. Although Anthem is the Claims Administrator, You will have access to Providers participating in the Blue Cross and Blue Shield Association BlueCard® PPO Network across the country. Anthem has entered into a contract with the Employer on its own behalf and not as the agent of the Association.

Many words used in this Benefit Booklet have special meanings, like Covered Services, Network Provider, and Medical Necessity. These words are capitalized and are described in the Error! Reference source not found. section. See these definitions for the best understanding of what is being stated. Throughout this Booklet there may be references to "we," "us," "our," "You," and "Your." The words "we," "us," and "our" mean Anthem Blue Cross and Blue Shield. The words "You" and "Your" mean the Member, subscriber, and each Covered Dependent.

**Verification of Benefits** - Verification of benefits is available for Members or authorized healthcare Providers on behalf of Members. You may call Member Services with a benefits inquiry or verification of benefits during normal business hours (8:00 a.m. to 8:00 p.m. eastern time). Please remember that a benefits inquiry or verification of benefits is NOT a verification of coverage of a specific medical procedure. Verification of benefits is NOT a guarantee of payment. CALL THE MEMBER SERVICES NUMBER ON YOUR IDENTIFICATION CARD or please refer to the section titled Healthcare Management – Precertification.

**Identity Protection Services** - If You are enrolled in an Anthem medical Plan, You automatically receive a basic level of Identity Repair Services and can voluntarily enroll in Credit and Identity Theft Monitoring Services, at no cost to You. To learn more about these services, please visit <https://anthemcares.allclearid.com/>.

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# MEMBER RIGHTS AND RESPONSIBILITIES

As a Member, You have rights and responsibilities when receiving healthcare. As Your healthcare partner, we want to make sure Your rights are respected while providing Your health benefits. That means giving You access to our network of doctors and healthcare professionals, who help You make the best decisions for Your health. As a Member, You should also take an active role in Your care.

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

- Speak freely and privately with Your doctors and other healthcare professionals about healthcare options and treatment needed for Your condition no matter what the cost or whether it is covered under Your Plan.
- Work with Your doctors and other healthcare professionals to make choices about Your healthcare.
- Be treated with respect and dignity.
- Expect us to keep Your personal health information private by following our privacy policies, and state and Federal laws.
- Receive information You need to fully engage with Your health Plan, and also share Your feedback. This includes:
  - Our company and services.
  - Our Network of doctors and other healthcare professionals.
  - Your rights and responsibilities.
  - The way Your health Plan works.
- Make a complaint or file an appeal about:
  - Your health Plan and any care You receive.
  - Any Covered Service or benefit decision that Your health Plan makes.
- Say no to care for any condition, sickness, or disease, without it having an effect on any care You may receive in the future. This includes asking Your doctors and other healthcare professionals to tell You how that may affect Your health now and in the future.
- Get the most up-to-date information from a doctor about the cause of Your illness, Your treatment, and what may result from it. You can ask for help if You do not understand this information.
- Get help at any time by calling the Member Services number located on the back of your Identification Card or by visiting [anthem.com](http://anthem.com).

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

- Read all information about Your benefits and ask for help if You have questions.
- Follow all Plan rules and policies.
- Choose a Network Primary Care Physician, also called a PCP, if Your Plan requires it.
- Treat all healthcare professionals and staff with respect.
- Keep all scheduled appointments. Call Your doctor's office if You may be late or need to cancel.
- Understand Your health challenges as well as You can and work with Your doctors and other healthcare professionals to create an agreed upon treatment plan.
- Inform Your doctors and other healthcare professionals if You don't understand the type of care and Your actions that they're recommending.
- Follow the treatment plan that You have agreed upon with Your doctors and other healthcare professionals.
- Share the information needed with us, Your doctors and other healthcare professionals to help You get the best possible care. This may include information about other health insurance benefits You have in addition to Your coverage with us.
- Inform Member Services if You have any changes to Your name, address, or family members covered under Your Plan.

If You would like more information, have comments, or would like to contact us, please go to [anthem.com](http://anthem.com) and select Contact Us, or call the Member Services number on Your Identification Card.

We are here to provide high-quality benefits and service to our Members. Benefits and coverage for services given under the Plan are overseen by Your Certificate of Coverage, Member Handbook, or Schedule of Benefits- and not by this **Member Rights and Responsibilities** statement.

**How to Obtain Language Assistance**

Anthem is committed to communicating with our Members about their health Plan regardless of their language. Anthem employs a language line interpretation service for use by all of our Member Services Call Centers. Simply call the Member Services phone number on the back of Your Identification Card, and a representative will be able to assist You. TTY/TDD service also are available by dialing 711. A special operator will get in touch with us to help with Your needs.

## SCHEDULE OF BENEFITS

The Maximum Allowed Amount is the amount the Claims Administrator will reimburse for services and supplies which meet its definition of Covered Services, as long as such services and supplies are not excluded under the Member's Plan; are Medically Necessary; and are provided in accordance with the Member's Plan. Please refer to the **Definitions** and **Claims Payment** sections for more information. Under certain circumstances, if the Claims Administrator pays the healthcare Provider amounts that are Your responsibility, such as Deductibles, Copayments or Coinsurance, the Claims Administrator may collect such amounts directly from You. You agree that the Claims Administrator has the right to collect such amounts from You.

**To get the highest benefits at the lowest out-of-pocket cost, you must get Covered Services from a Network Provider.** Benefits for Covered Services are based on the Maximum Allowed Amount, which is the most the Plan will allow for a Covered Service. Except for Surprise Billing Claims, when You use an Out-of-Network Provider You may have to pay the difference between the Out-of-Network Provider's billed charge and the Maximum Allowed Amount in addition to any Coinsurance, Copayments, Deductibles, and non-covered charges. This amount can be substantial. Please refer to the **Claims Payment** section for more details.

Deductibles, Coinsurance, and Benefit Period Maximums are calculated based upon the Maximum Allowed Amount, not the Provider's billed charges.

Schedule of Benefits	Network	Out-of-Network
<b>Calendar Year Deductible</b>		
<b>Individual</b>	<b>\$1,500</b>	<b>\$6,000</b>
<b>Family</b>	<b>\$3,000</b>	<b>\$12,000</b>
Copayments and charges in excess of the Maximum Allowed Amount do not contribute to the Deductible.		
<b>All Covered Services are subject to the Deductible unless otherwise specified in this booklet.</b>		
<p><b>Your Plan has an embedded Deductible which means:</b></p> <ul style="list-style-type: none"> <li>• If You, the subscriber, are the only person covered by this Plan, only the "Individual" amounts apply to You.</li> <li>• If You also cover Dependents (other family members) under this Plan, both the "Individual" and the "Family" amounts apply. The "Family" Deductible amounts can be satisfied by any combination of family members, but You could satisfy Your own "Individual" Deductible amount before the "Family" amount is met. You will never have to satisfy more than Your own "Individual" Deductible amount. If You meet Your "Individual" Deductible amount, Your other family member's claims will still accumulate towards their own "Individual" Deductible and the overall "Family" amounts. This continues until Your other family members meet their own "Individual" Deductible or the entire "Family" Deductible is met.</li> </ul> <p>For additional information about Your embedded Deductible, please refer to the <b>How Your Plan Works</b> section.</p>		
Amounts satisfied toward the Network calendar year Deductible will be applied toward the Out-of-Network calendar year Deductible and amounts satisfied toward the Out-of-Network calendar year Deductible will be applied toward the Network calendar year Deductible.		

**Coinsurance After the Calendar Year Deductible is Met (Unless Otherwise Specified)**

<b>Plan Pays</b>	<b>80%</b>	<b>60%</b>
<b>Member Pays</b>	<b>20%</b>	<b>40%</b>

All payments are based on the Maximum Allowed Amount and any negotiated arrangements. Except for Surprise Billing Claims, if You use an Out-of-Network Provider, You may have to pay Coinsurance plus the difference between the Out-of-Network Provider's billed charge and the Maximum Allowed Amount. Depending on the service, this difference can be substantial.

**Out-of-Pocket Maximum Per Calendar Year**

Includes Coinsurance and Copayments and the calendar year Deductible. Does NOT include Precertification penalties, Services deemed not medically necessary by Medical Management and/or Anthem or charges in excess of the Maximum Allowed Amount or Non-Covered Services.

<b>Individual</b>	<b>\$5,500</b>	<b>\$11,000</b>
<b>Family</b>	<b>\$11,000</b>	<b>\$22,000</b>

**Your Plan has an embedded Out-of-Pocket which means:**

- If You, the subscriber, are the only person covered by this Plan, only the "Individual" amounts apply to You.
- If You also cover Dependents (other family members) under this Plan, both the "Individual" and "Family" amounts apply. The "Family" Out-of-Pocket amounts can be satisfied by any combination of family members, but You could satisfy Your own "Individual" Out-of-Pocket amount before the "Family" amount is met. You will never have to satisfy more than Your own "Individual" Out-of-Pocket amount. If You meet Your "Individual" amount, other family member's claims will still accumulate towards their own "Individual" Out-of-Pocket and the overall "Family" amounts. This continues until Your other family members meet their own "Individual" Out-of-Pocket or the entire "Family" Out-of-Pocket is met.

For additional information about Your embedded Out-of-Pocket Maximum, please refer to the **How Your Plan Works** section.

Amounts satisfied toward the Network Out-of-Pocket Maximum will be applied toward the Out-of-Network Out-of-Pocket Maximum and amounts satisfied toward the Out-of-Network Out-of-Pocket Maximum will be applied toward the Network Out-of-Pocket Maximum.

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
<b>Acupuncture</b>	<b>Not Covered</b>	<b>Not Covered</b>
<b>Allergy Care</b>		
Testing – Physician or Specialist Physician	20%	40%
Treatment – Physician or Specialist Physician	20%	40%
Serum and allergy shots	20%	40%
<p><b>*Member responsibility per office visit for Network services is the Copayment or the actual charge, whichever is less.</b></p>		
<b>Ambulance Services</b>		
Ambulance Services (when Medically Necessary) Air	20%	20% (See note below)
<p>Note: Air Ambulance Services for non-emergency Hospital to Hospital transfers must be approved through Precertification. Please refer to the <b>Healthcare Management-Precertification</b> section for more information.</p>		
Ambulance Services (when Medically Necessary) Ground	20%	20% (See note below)
<p><b>Note:</b> If an Out-of-Network Provider is used, however, You are responsible to pay the difference between the Maximum Allowed Amount and the amount the Out-of-Network Provider charges.</p>		
<p><b>Clinical Trials</b> Please refer to Clinical Trials in the <b>Benefits</b> section for further information.</p>	Benefits are paid based on the setting in which Covered Services are received	Benefits are paid based on the setting in which Covered Services are received
<b>Dental &amp; Oral Surgery/TMJ Services</b>		
Accidental Injury to Natural Teeth	Benefits are paid based on the setting	Benefits are paid based on the

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
	in which Covered Services are received	setting in which Covered Services are received
Oral Surgery/TMJ – Subject to Medical Necessity - Includes removal of impacted teeth and appliances	Covered - At the benefit level of the services billed	Covered - At the benefit level of the services billed
<p><b>Diagnostic Physician's Services</b></p>		
Diagnostic services (including second opinion) by a Physician or Specialist Physician – office visit or home visit:		
Primary Care Physician Copayment	\$25	40%
Specialist Physician Copayment	\$60	40%
Diagnostic X-ray and Lab – office or independent lab	20% (No Deductible)	40%
High Diagnostic Imaging (including MRIs, CAT scans)	20%	40%
<p><b>Note: Diagnostic services are defined as any claim for services performed to diagnose an illness or injury.</b></p>		
<p><b>Emergency Room and Urgent Care</b></p>		
Emergency room for an Emergency Medical Condition	20%	20% (See note below)
All other services	20%	20% (See note below)
Use of the emergency room for non-Emergency Medical Conditions	50%	50%
All other services	50%	50%
Urgent Care Clinic Visit for an Emergency Medical Condition	\$50	40%
All other services	20%	40%
<p><b>Note: Care received Out-of-Network for an Emergency Medical Condition will be provided at the</b></p>		

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
<p><b>Network level of benefits if the following conditions apply:</b> A medical or mental health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one of the following conditions: (1) Placing the health of the individual or the health of another person (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) Serious impairment to bodily functions; or (3) Serious dysfunction of any bodily organ or part.</p> <p>As described in the <b>Consolidated Appropriations Act of 2021 Notice</b> in the <b>Health Benefits Coverage Under Federal Law</b> section, Out-of-Network Providers may only bill You for any applicable Copayments, Deductible, and Coinsurance and may not bill You for any charges over the Plan's Maximum Allowed Amount until the treating Out-of-Network Provider has determined You are stable.</p>		
<b>Eye Care – Non-Routine</b>		
Office Visit – medical eye care exams (treatment of disease or Injury to the eye)		
Primary Care Physician Copayment/Coinsurance	\$25	40%
Specialist Physician Copayment/Coinsurance	\$60	40%
Treatment other than office visit	20%	40%
<b>Gene Therapy Services – Precertification required</b>	Benefits are based on the setting in which Covered Services are received.	Benefits are based on the setting in which Covered Services are received.
<b>Hearing Care – Non-Routine</b>		
Office Visit – Audiometric exam/hearing evaluation test		
Primary Care Physician Copayment/Coinsurance	\$25	40%
Specialist Physician Copayment/Coinsurance	\$60	40%
Hearing Devices/Hearing Aids	Not Covered	Not Covered
<b>Home Healthcare Services</b>	20%	40%
Private Duty Nursing	Not Covered	Not Covered
<b>Hospice Care Services</b>	20%	40%

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
Bereavement	Not Covered	Not Covered
<p>Except for Surprise Billing Claims, Out-of-Network Providers may also bill You for any charges over the Plan's Maximum Allowed Amount.</p>		
<p><b>Hospital Inpatient Services – Precertification Required</b></p>		
Room and Board (Semiprivate or ICU/CCU)	20%	40%
Hospital Services and Supplies (X-ray, lab, anesthesia, surgery (Precertification required), Inpatient Physical Therapy, etc.)	20%	40%
Pre-Admission Testing	20%	40%
Physician Services:		
▶ Anesthesiologist	20%	40%
▶ Radiologist	20%	40%
▶ Assistant Surgeon	20%	20%
▶ Emergency Services	20%	20%
▶ Pathologist	20%	40%
<p>Note: *Anesthesiologists, radiologists, assistant surgeons, Emergency Services and pathologists' charges are always paid at the Network level of benefits (Coinsurance) when providing Inpatient services.</p>		
<p><b>Maternity Care &amp; Other Reproductive Services</b></p>		
Physician's Office:		
Global Care (includes pre-and post-natal, delivery) – <b>Copayment (first visit):</b>		
Primary Care Physician (includes obstetrician and gynecologist) Copayment/Coinsurance	\$25	40%
Specialist Physician Copayment/Coinsurance	\$60	40%
Midwife	20%	40%
Physician Hospital/Birthing Center Services (Precertification required)		

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
Physician's services	20%	40%
Newborn nursery services (well-baby care)	20%	40%
Circumcision	20%	40%
<p><b>Note:</b> Newborn stays in the Hospital after the mother is discharged, as well as any stays exceeding 48 hours for a vaginal delivery or 96 hours for a cesarean section, must be pre-certified.</p>		
<p><b>Infertility Services</b></p> <ul style="list-style-type: none"> <li>- Covered for services to diagnose infertility only; treatment of infertility is not covered.</li> </ul>	Covered – At the benefit level of the services billed	Covered - At the benefit level of the services billed
<p><b>Sterilization Services (Precertification required for Inpatient procedures)</b></p>	Covered - At the benefit level of the services billed	Covered - At the benefit level of the services billed
<p>Sterilizations for women will be covered under the "Preventive Services" benefit. Please refer to that section in <b>Benefits</b> for further details.</p>		
<p><b>Medical Supplies and Equipment</b></p>		
Medical Supplies	20%	40%
Durable Medical Equipment	20%	40%
Orthotics	20%	40%
<p>Prosthetic Appliances (external)</p> <ul style="list-style-type: none"> <li>• Including Mastectomy Bras limited to 4 per Benefit Period.</li> <li>• Including Wig/Toupee Needed After Cancer Treatment; Benefit Maximum One wig/toupee per Benefit Period In- and Out-of-Network combined</li> </ul>	20%	40%
<p><b>Mental Healthcare/Substance Use Disorder</b></p>		
Hospital Inpatient Services	20%	40%
Outpatient Services	20%	40%
Residential Treatment Facility	20%	40%
Physician Services (In person and/or virtual)	\$25	40%

Benefits	Member Responsibility	
	Network	Out-of-Network
<b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b>		
Note: A Virtual Visit is defined as Telehealth, Online, and Telemedicine		
Telehealth – Consultations with Your Provider using visual and audio (Computer, Smart Phone, Tablet)	Covered at 100%	40%
Telephonic – Consultations with Your Provider using audio only (Telephone)	Covered at 100%	40%
LiveHealth Online – Virtual Visits from Online Provider, LiveHealth Online (whether accessed directly or through mobile app)	Covered at 100%	Not Covered
Nutritional Counseling – Covered for Eating Disorders only		
- Office Visits	\$25	40%
- Outpatient Facility / Professional	20%	40%
Applied Behavioral Analysis (ABA) Therapy	Covered - At the benefit level of the services billed	Covered - At the benefit level of the services billed
Note: Coverage for the treatment of mental health and substance use disorder conditions is provided in compliance with Federal law.		
<b>Nutritional Counseling for Diabetes</b>		
Office Visits	\$25 / \$60	40%
Outpatient Facility / Professional	20%	40%
<b>Outpatient Hospital/Facility Services</b>		
Outpatient Facility	20%	40%
Lab and X-Ray Services	20%	40%
Outpatient Physician Services (surgeon, anesthesiologist, radiologist, pathologist, etc.)	20%	40%
<b>Physician Services (In-person and/or virtual)</b>		
Primary Care Physician Copayment (per visit)	\$25	40%

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
Specialist Physician Copayment (per visit)	\$60	40%
<p><b>Note:</b> A Virtual Visit is defined as Telehealth, Online, and Telemedicine.</p> <p>Virtual Primary Care visits with Primary Care Providers through the Sydney Health mobile app with features such as a symptom checker, secure medical text chats, customized care plans, and referrals.</p>	Covered at 100%	Not Covered
Telehealth - Consultations with Your Provider (PCP/Specialist) using visual and audio (Computer, Smart Phone, Tablet)	Covered at 100%	40%
Telephonic - Consultations with Your Provider (PCP/Specialist) using audio only (telephone)	Covered at 100%	40%
LiveHealth Online – Virtual Visits from our Online Provider, LiveHealth Online (whether accessed directly or through our mobile app.)	Covered at 100%	Not Covered
<p><b>Important Note on Office Visits at an Outpatient Facility:</b> If You have an office visit with Your Primary Care Physician or Specialty Care Physician at an Outpatient Facility (e.g., Hospital or Ambulatory Surgery Center), benefits for Covered Services will be paid under the “Outpatient Facility” section earlier in this Schedule. Please refer to that section for details on the cost-shares (e.g., Deductibles, Copayments, Coinsurance) that will apply.</p>		
Office Surgery <ul style="list-style-type: none"> <li>Including anesthesia</li> </ul>	20%	40%
Prescription Injectables/Prescription Drugs Dispensed in the Physician’s Office	20%	40%
<b>Preventive Services</b>	<b>Covered at 100%</b>	Not Covered
<b>Skilled Nursing Facility</b>	20%	40%
<b>Surgical Services</b>	20%	40%
Abortion (Therapeutic and Voluntary Termination of Pregnancy)	20%	40%
Gender-Affirming Surgery and Services	Covered - At the benefit level of the services billed	Covered - At the benefit level of the services billed

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
Gastric Bypass/Obesity Surgery	Not Covered	Not Covered
<p><b>Precertification required for all surgical procedures.</b></p>		
<p><b>Therapy Services (Outpatient)</b></p>		
Physical Therapy - Limited to 60 visits per Benefit Period, combined Network and Out-of-Network	20%	40%
Occupational Therapy - Limited to 60 visits per Benefit Period, combined Network and Out-of-Network	20%	40%
Speech Therapy - Limited to 60 visits per Benefit Period, combined Network and Out-of-Network	20%	40%
Cardiac Rehabilitation	20%	40%
Manipulation Therapy	20%	40%
Radiation Therapy	20%	40%
Chemotherapy	20%	40%
Respiratory Therapy	20%	40%
Vision Therapy	Not Covered	Not Covered
<p><b>Limit does not include Behavioral Health diagnoses</b></p>		
<p><b>Note:</b> Inpatient therapy services will be paid under the Inpatient Hospital benefit.</p>		
<p><b>Transplants</b></p>		
Any Medically Necessary human organ and stem cell/bone marrow transplant and transfusion as determined by the Claims Administrator including necessary acquisition procedures, collection and storage, including Medically Necessary preparatory myeloablative therapy.	<b>Center of Medical Excellence/Network Transplant Provider</b>	<b>Out-of-Network Transplant Provider</b>
<p><b>The Center of Medical Excellence requirements do not apply to cornea and kidney transplants; and any Covered Services, related to a Covered Transplant Procedure, received prior to or</b></p>		

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
<p>after the Transplant Benefit Period.</p> <p><b>Note:</b> Even if a Hospital is a Network Provider for other services, it may not be a Network Transplant Provider for these services. Please be sure to contact the Claims Administrator to determine which Hospitals are Network Transplant Providers that we have chosen as a Centers of Medical Excellence for Transplant Provider and/or a Provider designated as a Network Transplant Provider by the Blue Cross and Blue Shield Association. (When calling Member Services, ask to be connected with the Transplant Case Manager for further information.)</p> <p><b>Centers of Medical Excellence (CME) Transplant Providers</b></p> <p><b>Blue Distinction Center Facility:</b> Blue Distinction Facilities have met or exceeded national quality standards for care delivery.</p> <p><b>Centers of Medical Excellence (CME):</b> Centers of Medical Excellence facilities have met or exceeded quality standards for care delivery.</p> <p><b>Network Transplant Provider:</b> Providers who have achieved designation as a Centers of Medical Excellence for Transplant and/or Blue Distinction Centers + or Blue Distinction Centers for Transplant.</p> <p><b>Out of Network (PAR) Transplant Provider:</b> Providers participating in the Plan's networks but not designated as a Centers of Medical Excellence for Transplant or Blue Distinction Center + or Blue Distinction Center for Transplant.</p>		
<p><b>Transplant Benefit Period</b></p> <p><b>Centers of Medical Excellence/ Network Transplant Provider</b> Starts one day prior to a Covered Transplant Procedure and continues for the applicable case rate/global time period (The number of days will vary depending on the type of transplant received and the Centers of Medical Excellence Network Transplant Provider agreement. Contact the Member Services number on Your Identification Card and ask for the Transplant Case Manager for specific Network Transplant Provider information.)</p> <p><b>Out-of-Network Transplant Provider</b> Starts the day of a Covered Transplant Procedure and continues to the date of discharge.</p>		
<p>Care coordinated through a Network Transplant Provider/ Center of Medical Excellence – subject to Deductible. When performed by Out-of-Network Transplant Provider (subject to Deductible, does not apply to the Out-of-Pocket Maximum), <b>You are responsible for any charges from the Out-of-Network Transplant Provider which exceeds the Maximum Allowed Amount.</b></p>		

Benefits	Member Responsibility	
	Network	Out-of-Network
<p><b>Note: Copayments only apply to certain services. When a Copayment applies, the Deductible is waived. All Covered Services are subject to the Deductible and applicable Coinsurance unless otherwise specified in this booklet.</b></p>		
<p><b>Human Organ and Tissue Transplant Services</b> (including, but not limited to, heart, lung, bone marrow, and stem cell)</p>		
Inpatient Facility Services	20%	40%
Inpatient Professional and Ancillary (non-Hospital) Services	20%	40%
Outpatient Facility Services	20%	40%
<p>Includes unrelated donor search up to \$30,000 per transplant.</p>		
Live Donor Health Services (including complications from the donor procedure for up to six weeks from the date of procurement)	20%	40%
<p>For Travel and Lodging information, please refer to the <b>Travel Reimbursement</b> section.</p>		
All Other Covered Transplant Services	20%	40%
<b>Travel Reimbursement</b>	20%	40%
<p>Limited to \$10,000 <b>Transplant</b> maximum combined Network and Out-of-Network <b>subject to Claims Administrator's approval.</b></p>		
<p>Unless prohibited by law, the Claims Administrator will cover reasonable and necessary travel costs when You are required to travel to another state to obtain Covered Services that are not available within Your state. Travel and Lodging Expenses may be available for some surgical procedures received at a Network Facility. The Plan will assist the patient and family with travel and lodging arrangements. Deductible and other cost-shares may apply for travel and lodging benefits. Please contact Member Services at the number on the back of Your Identification Card to confirm benefits.</p> <p>The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to the Claims Administrator when claims are filed. Contact the Claims Administrator for detailed information. The Claims Administrator will follow Internal Revenue Service (IRS) guidelines in determining what expenses can be paid.</p>		

## **ADDITIONAL HEALTH RESOURCES**

### **IMPORTANT**

The Health Resources below, with the exception of the onsite or near site clinics, are offered to active employees only.

### **BRIGGS & STRATTON ONSITE CLINICS**

Your employer offers its employees at several locations the opportunity to use onsite health clinics. If an onsite health clinic is offered at Your work location, You can obtain many preventive and primary care services at the clinic. Benefits of using the clinics include convenience, affordable pricing and reduction of the amount of time You must spend away from work for routine medical visits. If You receive services at an onsite health clinic, any amounts You pay for those services will be submitted to Your insurance carrier and count towards Your deductible and out-of-pocket limits at the PAR Provider level (for the Briggs & Stratton medical plans) if the services are covered as medical or prescription benefits as described in this Summary Plan Description. The amounts You may be charged for services at an onsite health clinic may differ depending on whether You elected to participate in a Health Savings Account or PPO or EPO Plan.

### **WELLNESS REWARDS**

When You enroll in coverage in this PPO plan, you are able to participate in the Briggs & Stratton Wellness Program (Wellness Program). The Briggs & Stratton Wellness Program begins October 1 through September 30<sup>th</sup> each year. Employees and eligible spouses who choose to participate in the Wellness Program, will receive premium credits each pay period if enrolled in the PPO or EPO Plan in the following Plan year beginning January 1<sup>st</sup>. *(Refer to the Briggs & Stratton Wellness Program herein.)*

# TOTAL HEALTH AND WELLNESS SOLUTION

## 24/7 NurseLine

You may have emergencies or questions for nurses around the clock. 24/7 NurseLine provides You with accurate health information any time of the day or night. Through one-on-one counseling with experienced nurses available 24 hours a day via a convenient toll-free number, You can make more informed decisions about the most appropriate and cost-effective use of healthcare services. A staff of experienced nurses is trained to address common healthcare concerns, such as medical triage, education, access to healthcare, diet, social/family dynamics, and mental health issues. Specifically, the 24/7 NurseLine features:

- A skilled clinical team – RN license (BSN preferred) that helps Members assess systems, understand medical conditions, ensure Members receive the right care in the right setting, and refer You to programs and tools appropriate to Your condition.
- Bilingual RNs, language line, and hearing-impaired services.
- Access to the Audio Health Library, containing hundreds of audiotapes on a wide variety of health topics.
- Proactive callbacks within 24 to 48 hours for Members referred to 911 Emergency Services, poison-control, and pediatric Members with needs identified as either emergent or urgent.
- Referrals to relevant community resources.

## Anthem Imaging Shopper

If You need an MRI or a CT scan, it's important to know that costs can vary quite a bit depending on where You go to receive the service. Sometimes the differences are significant – anywhere from \$300 to \$3,000 – but a higher price doesn't guarantee higher quality. If Your benefit Plan requires You to pay a portion of this cost (like a Deductible or Coinsurance), where You go can make a very big difference to Your wallet.

### How the program works:

- Your doctor lets Anthem know You will have one of these procedures.
- Anthem will check to see if the Provider who will perform the procedure offers a lower cost for the service.
- If not, Anthem may call You to give You other choices nearby.
- You choose the Provider that best meets Your needs, whether it's the one Your doctor suggested, or one Anthem tells You about. It's completely up to You!

## Musculoskeletal and Pain Management

The Musculoskeletal and Pain Management program can help You and Your doctor make the best decision so You can get the right care in the right place. As part of this new program, Prior Authorization will be required to help you understand the treatment options and requirements for Plan coverage before You have joint surgery or spinal pain treatment. If You have a musculoskeletal condition, Your doctor must contact Anthem before scheduling any of the following:

- Spine, hip, knee, or shoulder joint surgery; and
- Spinal pain treatment, such as spinal pain injections, epidurals, nerve blocks, ablations, thermal destruction of the intervertebral disc, or use of spinal stimulators.

Your doctor can contact Anthem through our Provider portal or by calling the number for Image/Cardio/Sleep/Genetic/Ortho on Your Identification Card. Here's what happens next:

1. Your treatment will be reviewed by orthopedic, neurosurgical, and pain Specialists using state-of-the-art clinical criteria and considering Your benefits.
2. The review may also include a phone call between one of our Specialists and Your doctor to help determine the right test, the right treatment, and the right place for Your care.

After the review, Your doctor will talk to You about Your treatment options.

## **Autism Spectrum Disorders (ASD) Program**

The ASD Program is comprised of a specialized, dedicated team of clinicians within Anthem who have been trained on the unique challenges and needs of families with a Member who has a diagnosis of ASD. Anthem provides specialized case management services for Members with autism spectrum disorders and their families. The Program also includes Precertification and Medical Necessity reviews for Applied Behavior Analysis, a treatment modality targeting the symptoms of autism spectrum disorders. **Note:** Coverage for the treatment of mental health and substance use disorder conditions within this program is provided in compliance with Federal law.

For families touched by ASD, Anthem's Autism Spectrum Disorders Program provides support for the entire family, giving assistance wherever possible and making it easier for them to understand and utilize care, resulting in access to better outcomes and more effective use of benefits. The ASD Program has three main components:

### **Education**

- Educates and engages the family on available community resources, helping to create a system of care around the Member.
- Increases knowledge of the disorder, resources, and appropriate usage of benefits

### **Guidance**

- Applied Behavior Analysis management, including clinical reviews by experienced licensed clinicians. Precertification delivers value, ensuring that the Member receives the right care, from the right Provider, at the right intensity.
- Increased follow-up care encouraged by appointment setting, reminders, attendance confirmation, proactive discharge planning, and referrals.
- Assure that parents and siblings have the best support to manage their own needs.

### **Coordination**

- Enhanced Member experience and coordination of care.
- Assistance in exploration of medical services that may help the Member, including referrals to medical case management.
- Licensed Behavior Analysts and Program Managers provide support and act as a resource to the interdisciplinary team, helping them navigate and address the unique challenges facing families with an autistic child.

## **Behavioral Health Resource Center**

Extra support can make a big difference when facing issues such as anxiety, depression, eating disorders, or substance use. Our caring experts will work with You at no extra cost to find treatment programs and arrange confidential counseling and support services 24/7 that meet Your individual and family needs.

## **Building Healthy Families**

This digital program can help support Your family from preconception through the stages of pregnancy, childbirth, and early childhood (to age 5 and beyond). It is available 24/7 through our Sydney Health Engage mobile app, and at [www.anthem.com](http://www.anthem.com), and features an extensive content library covering topics to support diverse families, including single parents and same-sex or multicultural couples. In addition, the app features many tools including fertility, diaper change, and feeding trackers, due date calculators, and blood pressure monitoring. Visit the Sydney Health app Engage or [www.anthem.com](http://www.anthem.com) to enroll today.

## **ComplexCare**

The ComplexCare program reaches out to You if You are at risk for frequent and high levels of medical care in order to offer support and assistance in managing Your healthcare needs. ComplexCare empowers You for self-care of Your condition(s), while encouraging positive health behavior changes through ongoing interventions. ComplexCare nurses will work with You and Your Physician to offer:

- Personalized attention, goal planning, health and lifestyle coaching.
- Strategies to promote self-management skills and medication adherence.
- Resources to answer health-related questions for specific treatments.

- Access to other essential healthcare management programs.
- Coordination of care between multiple Providers and services.

The program helps You effectively manage Your health to achieve improved health status and quality of life, as well as decreased use of acute medical services.

## **MyHealth Advantage**

MyHealth Advantage is a free service that helps keep You and Your bank account healthier. Here's how it works: the Claims Administrator will review Your incoming health claims to see if the Plan can save You any money. The Claims Administrator can check to see what medications You are taking and alert Your Physician if the Claims Administrator spot a potential drug interaction. The Claims Administrator also keeps track of Your routine tests and checkups, reminding You to make these appointments by mailing You MyHealth Notes. MyHealth Notes summarize Your recent claims. From time to time, the Claims Administrator will offer tips to save You money on Prescription Drugs and other healthcare supplies.

## **Quick Care Options**

Quick Care Options helps to raise Your awareness about appropriate alternatives to Hospital emergency rooms (ERs). When You need care right away, Retail Health Clinics and Urgent Care centers can offer appropriate care for less cost and leave the ER available for actual emergencies. Quick Care Options educates You on the availability of ER alternatives for non-urgent diagnoses and provides the Provider finder website to support searches for ER alternatives.

## **Sydney Health**

Discover a powerful and more personalized health app. View all Your benefits and access wellness tools to improve Your overall health with the Sydney Health app.

The Sydney Health mobile app works with You by guiding You to better overall health — and for You by bringing Your benefits and health information together in one convenient place. Sydney Health has everything You need to know about Your benefits, so You can make the most of them while taking care of Your health.

### **Working with You**

- Reminding You about important preventive care needs;
- Guiding You with insights based on Your history and changing health needs;
- Empowering You with personalized tools to find and compare healthcare Providers and check costs;

## **Virtual Primary Care**

Through Anthem's website, [www.anthem.com](http://www.anthem.com), and Anthem's Sydney Health mobile application, Anthem members have access to convenient, affordable, on-demand and scheduled secure medical text-chat and video visits for Urgent Care and primary care spanning Urgent Care, prevention and wellness, and condition management for adults ages 18-64. Anthem's virtual care experience also provides Members with care guidance through a variety of tools such as the AI-driven symptom checker for assessing their symptoms prior to receiving virtual medical care.

Our virtual primary care service offers Members:

- comprehensive primary care, coordinated by a care team;
- 24/7, on-demand Urgent Care support;
- full preventive care wellness exam;
- chronic condition visits;
- personalized care plans and follow-ups; and
- unlimited access to care, including Prescription refills and referrals.

## **BRIGGS & STRATTON WELLNESS PROGRAM**

(This program is offered to active employees only by the Company. It is not administered by Anthem)

Briggs & Stratton offers its employees the opportunity to participate in the Wellness Program that encourages health living. If You participate in the Wellness Program, You may become eligible to receive wellness credits that will apply to your paycheck each pay period for the year following the completion of the wellness year (September 30). Premium Credits (Wellness Rewards) can be up to \$400/year for a single employee and up to \$200/year for an eligible spouse who is enrolled in the Plan. If both the benefits-eligible employee and spouse are employed by Briggs & Stratton, elect medical coverage under one employee and would have been eligible for up to \$400/year if they had elected separate coverage, they will be eligible to earn up to \$800/year in Wellness Rewards.

Visit the Marathon eHealth Portal at [https://member.ourhealth.org/sign\\_in](https://member.ourhealth.org/sign_in) for wellness program details, online courses, and tracking. Contact a Marathon-Health Wellness Coordinator at 802.846.4675 or via email at [wellness@marathon-health.com](mailto:wellness@marathon-health.com) with any questions. The Briggs & Stratton Wellness Program (“the Wellness Program”) is intended to incent Eligible Individuals to achieve their best health status. The Wellness Program forms a part of the Group Health Plan (“Plan”) and is intended to meet all applicable requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

### **Wellness Program Overview**

The Wellness Program offers incentive rewards to Eligible Individuals who participate in various wellness activities, as well as meet particular wellness goals. Participation in the Wellness Program is voluntary. If a participant thinks he or she might be unable to meet a standard for a reward under the Wellness Program, he or she might qualify for an opportunity to earn the same reward by different means. Please refer to “Reasonable Alternative Standards” in this section of this document for additional information.

### **Wellness Program Administrator and Website**

The Company contracts with a third party administrator (“Wellness Program Administrator”) to administer the Wellness Program. The Wellness Program Administrator will host a website for the Company to offer the various online wellness programs and tools, manage the monitoring and reporting functions as well as house the online personal health assessment tool. The site is the Wellness Program’s source for participants to access, record and monitor their Wellness Program participation.

### **Wellness Program Eligibility**

An individual will be considered an “Eligible Individual” and eligible to participate in the Wellness Program if he or she:

- Is an active benefits eligible employee hired prior to September 30 of the program year, or
- A spouse enrolled in the Health Plan

### **Wellness Points and Incentive Rewards**

Eligible Individuals can earn wellness points during the Plan Year for participation in wellness activities. Eligible individuals can also earn points for meeting reasonable alternatives (Please refer to Reasonable Alternative Standards section below)

**There are two steps to qualify for Wellness Rewards.** The rewards earned by the employee and spouse are independent. To receive the employee reward, the employee must earn 5 points. To receive the spouse reward, the spouse must earn 5 points.

1. **Know your Numbers!** The Briggs & Stratton Wellness Program **requires** participating employees and their covered spouses to complete a biometric screening.
  - a. Schedule your screening between 10/1 and 9/30
  - b. Receive extra points if the results are within optimal range.
2. **Choose wellness activities** that are meaningful to you. Employees and eligible spouses may pick from a list of wellness activities on [my.marathon-health.com](http://my.marathon-health.com) to earn additional points.

The Wellness Rewards that are earned during 10/1-9/30 will be granted at the beginning of the following year. While the Wellness Rewards are provided each pay period, the chart below shows the annual maximum.

2023 Program	Employee Not In Health Plan	Employee In Health Plan	Spouse In Health Plan	Total Rewards Per Couple
Reward Type	Cash	Premium Credits	HSA Contribution	HSA Contribution
Maximum rewards granted beginning 1/2024	\$200	\$400/year \$7.69/week	\$200 \$3.85/week	\$600* \$11.54/week

\* If both the employee and spouse are employed by Briggs & Stratton, elect medical coverage under one employee and would have been eligible for up to \$400 if they had elected separate coverage, they will be eligible to earn up to \$800 in Wellness Rewards. Briggs & Stratton reserves the right to change the rewards from year to year.

### Managing and Tracking Wellness Incentive Points

Participants in the Wellness Program can manage and track their wellness activities and wellness points on the Wellness Program’s website. Wellness activities will be recorded and validated by the Wellness Program Administrator. The Company will rely upon the Wellness Program website statistics in determining whether Eligible Individuals are entitled to the wellness points and respective incentive rewards. An Eligible Individual or his or her authorized representative may make a written claim to the Wellness Program Administrator for clarification or appeal of accrued wellness points/incentive rewards.

### Reasonable Alternative Standards

If an Eligible Individual might be unable to meet a standard to earn wellness points under the Wellness Program, the Individual might qualify for an opportunity to earn wellness points by different means. The Individual may contact the Wellness Program Administrator to learn about reasonable alternatives that are appropriate for the Individual in light of the Individual’s health status in order to earn the wellness points. A reasonable alternative may also be accommodation recommendations (other activities or waiver) from an Individual’s personal physician.

### Qualification Requirements

The rewards earned by the employee and spouse are independent. To receive the employee reward, the employee must earn 5 points. To receive the spouse reward, the eligible spouse must earn 5 points.

### 2023 Program Year Activities & Rewards

For complete details on the Wellness Incentive Program, refer to the Wellness Brochure located on the Marathon eHealth Portal at [https://member.ourhealth.org/sign\\_in](https://member.ourhealth.org/sign_in) or on [www.mybascobenefits.com](http://www.mybascobenefits.com) library.

You can also contact a Marathon-Health Wellness Coordinator at 802.846.4675 or via email at [wellness@marathon-health.com](mailto:wellness@marathon-health.com) with any questions or to request a copy of the Wellness Brochure at no charge.

# ELIGIBILITY

**Members who do not enroll within 31 days of being eligible are considered Late Enrollees. Please refer to the “Late Enrollees” provision in this section.**

## **Coverage for the Employee**

This Benefit Booklet describes the benefits an Employee may receive under this healthcare Plan. The Employee is also called a subscriber. The employee is eligible for coverage if the following conditions are met:

- Employee regularly scheduled to work 30 or more hours per week, or who is not scheduled to work at least 30 hours per week but average 30 or more hours per week over a measurement period established by Briggs & Stratton (that will generally be a 12-month period (**Note:** If You become eligible under this “measurement period” rule, the company will notify You of Your eligibility)); and
- Satisfies the eligibility waiting period of 31 days following the date of hire of full-time or part-time employment (coverage is effective on the 32<sup>nd</sup> day of employment); and
- Are actively at work as described under the Employee Not Actively at Work section below.

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

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

### **Eligible Dependents Include:**

- The Employee’s legal Spouse. For the purposes of this Plan, a Spouse is defined as a person who is legally married to an enrolling Employee. Special eligibility rules apply for a working spouse. Refer to the Working Spouse Provision located in the Benefits Guidebook for details.
- The Employee’s dependent children covered until the end of the month they attain age 26 (including legally adopted children from the date the Employee assumes legal responsibility, children for whom the Employee assumes legal guardianship and stepchildren). Also included are the Employee’s children (or children of the Employee’s Spouse) for whom the Employee has legal responsibility resulting from a valid court decree. Dependent verification is required. Refer to dependent verification provision located in the Benefits Guidebook.
- Children who are mentally or physically impaired and totally dependent on the Employee for support, past the age of 26 or older. To be eligible for continued coverage past the age of 26, certification of the impairment is required within 31 days of attainment of age 26. A certification form is available from the Employer or from the Claims Administrator and may be required periodically. You must notify the Claims Administrator and/or the Employer if the Dependent’s marital or tax exemption status changes and they are no longer eligible for continued coverage.

## **Initial Enrollees**

Initial Enrollees and eligible Dependents who were previously enrolled under group coverage which this Plan replaces are eligible for coverage on the Effective Date of this coverage. Coverage will be effective based on the waiting period as described below.

## **New Hires**

New employees are eligible for medical coverage on the 32<sup>nd</sup> day of employment. Refer to the Benefits Guidebook for instructions on how to enroll in coverage. If the Employee or the Employee’s Dependents do not enroll when first eligible, the Employee or the Employee’s Dependents will be treated as Late Enrollees. Please refer to the “Late Enrollees” provision listed below.

## **Late Enrollees**

If the Employee or the Employee’s Dependents do not enroll when first eligible, it will be necessary to wait for the next open enrollment period. However, the Employee or the Employee’s Dependents may be eligible for special enrollment as set out below.

## **Special Enrollment Periods**

If an Employee or Dependent does not apply for coverage when they were first eligible, they be able to join the Plan prior to Open Enrollment if they qualify for Special Enrollment. Except as noted otherwise below, the Employee or Dependent must request Special Enrollment within 30 days of a qualifying event.

### **Special Enrollment is available for eligible individuals who:**

- lost eligibility under a prior health Plan for reasons other than non-payment of premium or due to fraud or intentional misrepresentation of a material fact;
- exhausted COBRA benefits or stopped receiving group contributions toward the cost of the prior health Plan;
- lost employer contributions towards the cost of the other coverage; or
- are now eligible for coverage due to marriage, birth, adoption, or placement for adoption.

### **Important Notes About Special Enrollment:**

- Individuals enrolled during Special Enrollment periods are **not** Late Enrollees.
- Individuals or Dependents must request coverage within 30 days of a qualifying event (i.e., marriage, exhaustion of COBRA, etc.).

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

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

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

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

## **When Coverage Begins**

If the Employee applies for coverage when first eligible, coverage will be effective on the date the Employer's 31-day waiting period requirement has been met.

## **Changing Coverage**

There may be an annual re-enrollment period during which time Members may elect to change their options.

## **Types of Coverage**

The types of coverage available to the Employee are indicated at the time of enrollment through the Employer.

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

You may add new Dependents to Your Plan by contacting the Briggs & Stratton Benefit Service Center at 877-232-1083. The Enrollment Administrator must notify the Claims Administrator of any eligibility changes. The Enrollment Administrator is the entity named by the Employer to manage the Plan and answer questions about Plan details.

Coverage is provided only for those Dependents the Employee has reported to the Enrollment Administrator and added to his or her coverage by completing the enrollment process, including the submission of any requested proof of eligibility documentation.

## **Marriage and Stepchildren**

An Employee may add a Spouse and eligible stepchildren within 30 days of the date of marriage by submitting a change-of-coverage form. The Effective Date will be the date of marriage.

If an Employee does not apply for coverage to add a Spouse and stepchildren within 30 days of the date of marriage, the Spouse and stepchildren are considered Late Enrollees. Please refer to the "Late Enrollees" provision in this section.

## **Newborn and Adopted Children**

You must contact, the Benefits Enrollment Administrator, within 30 days to add a newborn or adopted child.

## **Nondiscrimination**

No person who is eligible to enroll will be refused enrollment based on health status, healthcare needs, genetic information, previous medical information, impairment, sexual orientation or identity, gender, or age.

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

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

An eligible Dependent child includes:

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

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

## **Family and Medical Leave**

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

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

When any of the following events occur, notify the Benefits Enrollment Administrator and ask for appropriate forms to complete:

- divorce;
- death of an enrolled family Member (a different type of coverage may be necessary);
- Dependent child reaches age 26 (please refer to When Coverage Terminates); or
- enrolled Dependent child becomes totally or permanently impaired.

## HOW YOUR PLAN WORKS

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

### Introduction

Your health Plan is a Preferred Provider Organization (PPO) for all Members except residents of Georgia and Missouri; Members residing in Georgia and Missouri are part of a Point of Service (POS) Plan. The Plan is divided into two sets of benefits: Network and Out-of-Network. If You choose a Network Provider, You will receive Network benefits. . Members who are residents in many states will use the National PPO network, but residents of Georgia and Missouri must use the appropriate Select POS Network in their respective states to receive Network benefits. **To find a Network Provider for this Plan, please refer to “How to Find a Provider in the Network,” later in this section.** Utilizing this method means You will not have to pay as much money; Your Out-of-Pocket expenses will be higher when You use Out-of-Network Providers.

Providers are compensated using a variety of payment arrangements, including fee for service, per diem, discounted fees, and global reimbursement.

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

### Network Services

When You use a Network Provider or get care as part of an Authorized Service, Covered Services will be covered at the Network level. Regardless of Medical Necessity, benefits will be denied for care that is not a Covered Service. The Plan has the final authority to decide the Medical Necessity of the service.

If You receive Covered Services from an Out-of-Network Provider after we failed to provide You with accurate information in our Provider directory at [www.anthem.com](http://www.anthem.com), or after we failed to respond to Your telephone or web-based inquiry within the time required by Federal law, Covered Services will be covered at the Network level.

**Network Providers** include Primary Care Physicians/Providers (PCPs), Specialists (Specialty Physicians/Providers – SCPs), other professional Providers, Hospitals, and other Facilities who contract with us to care for You. Referrals are never needed to visit a Network Specialist, including mental health Providers.

To see a doctor, call their office:

- Tell them You are an Anthem Member.
- Have Your Member Identification Card handy. The doctor’s office may ask You for Your group or Member ID number.
- Tell them the reason for Your visit.

When You go to the office, be sure to bring Your Member Identification Card with You.

### For services from Network Providers:

1. You will not need to file claims. Network Providers will file claims for Covered Services for You. (You will still need to pay any Coinsurance, Copayments, and/ Deductibles that apply.) You may be billed by Your Network Provider(s) for any Non-Covered Services You get or when You have not followed the terms of this Benefit Booklet.
2. Precertification will be done by the Network Provider. (Please refer to the **Healthcare Management – Precertification** section for further details.)

Please refer to the **Claims Payment** section for additional information on Authorized Services.

### After Hours Care

If You need care after normal business hours, Your doctor may have several options for You. You should call Your doctor’s office for instructions if You need care in the evenings, on weekends, or during the holidays and cannot wait until the office reopens. If You have an emergency, call 911 or go to the nearest emergency room.

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

When You do not use a Network Provider or get care as part of an Authorized Service, Covered Services are covered at the Out-of-Network level, unless otherwise indicated in this Benefit Booklet.

For services from an Out-of-Network Provider:

- There is no limit to what an Out-of-Network provider can charge unless Your claim involves a Surprise Billing Claim;
- The Out-of-Network Provider may charge You the difference between their bill and the Plan's Maximum Allowed Amount plus any Deductible and/or Coinsurance/Copayments unless Your claim involves a Surprise Billing Claim;
- You may have higher cost-sharing amounts (i.e., Deductibles, Coinsurance, and/or Copayments) unless Your claim involves a Surprise Billing Claim;
- You will have to pay for services that are not Medically Necessary;
- You will have to pay for Non-Covered Services;
- You may have to file claims; and
- You must make sure any necessary Precertification is done. (Please refer to **Healthcare Management – Precertification** for more details.)

## **Surprise Billing Claims**

Surprise Billing Claims are described in the Consolidated Appropriations Act of 2021 Notice in the **Health Benefits Coverage Under Federal Law** section. Please refer to that section for further details.

## **Use the Mobile App to Connect with Us**

As soon as You enroll in this Plan, You should download the mobile app. You can find details on how to do this at [www.anthem.com](http://www.anthem.com). The goal is to make it easy for You to find answers to Your questions. You can chat with a representative live in the app, or contact us at [www.anthem.com](http://www.anthem.com).

## **How to Find a Provider in the Network**

There are three ways You can find out if a Provider or Facility is in the Network for this Plan. You can also find out where they are located and details about their license or training.

- Please refer to Your Plan's directory of Network Providers at [www.anthem.com](http://www.anthem.com), which lists the doctors, Providers and Facilities that participate in this Plan's Network.
- Search for a Provider in our mobile app.
- Call Member Services to ask for a list of doctors and Providers that participate in this Plan's Network, based on specialty and geographic area.
- Check with Your doctor or Provider.

If You need details about a Provider's license or training, or help choosing a doctor who is right for You, call the Member Services number on the back Your Member Identification Card. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help Your needs.

## **Continuity of Care/Continuation of Care/Transition of Care**

If Your Network Provider leaves our Network for any reason other than termination for cause, and You are in active treatment, You may be able to continue seeing that Provider for a limited period of time and still get Network benefits. "Active treatment" includes:

- An ongoing course of treatment for a life-threatening condition.
- An ongoing course of treatment for a serious acute condition (e.g., chemotherapy, radiation therapy, and post-operative visits).
- An ongoing course of treatment for pregnancy and through the postpartum period.
- An ongoing course of treatment for a health condition for which the Physician or healthcare Provider attests that discontinuing care by the current Physician or Provider would worsen Your condition or interfere with anticipated outcomes.

An “ongoing course of treatment” includes treatments for mental health and substance use disorders. In these cases, You may be able to continue seeing that Provider until treatment is complete, or for 90 days, whichever is shorter. If You wish to continue seeing the same Provider, You should contact Member Services for details. Any decision by the Plan regarding a request for Continuity of Care/Continuation of Care/Transition of Care is subject to review.

### The BlueCard Program

Like all Blue Cross and Blue Shield plans throughout the country, Anthem participates in a program called “BlueCard,” which provides services to You when You are outside our Service Area. For more details on this program, please refer to “Inter-Plan Arrangements” in the **Claims Payment** section.

### Copayment

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

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

### Calendar Year Deductible

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

### Deductibles

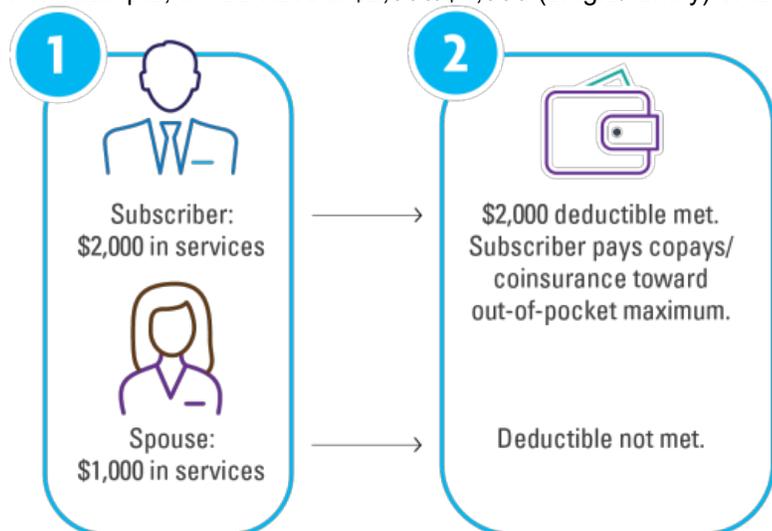
There are two different types of Deductibles, embedded and non-embedded (True Family) Deductibles. Your Plan has an embedded Deductible.

#### Embedded Deductible

If You have a family Plan (two or more Members), with an embedded Deductible, meaning that there are two Deductible amounts within one Plan; single and family.

The single Deductible is embedded in the family Deductible, so **no one family member can contribute more than the single amount toward the family Deductible**. Once the Member meets their single Deductible, the Member will start paying Copays and/or Coinsurance toward the Out-of-Pocket Maximum.

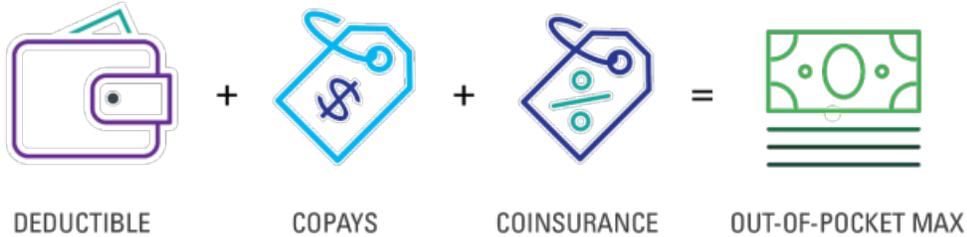
For example, if You have a \$2,000/\$4,000 (single/family) embedded Deductible, this is how it would work:



Since the subscriber met his deductible, he was able to move on to his Copays/Coinsurance for Covered Services. The Spouse will continue to pay toward the Deductible until it is met.

## Out-of-Pocket Maximum

An Out-of-Pocket Maximum is the annual limit on the amount of money that You would have to pay for healthcare services, not including monthly premiums or services not covered. After the maximum is reached, all covered health services are paid in full by the health Plan for the rest of that Plan Year.



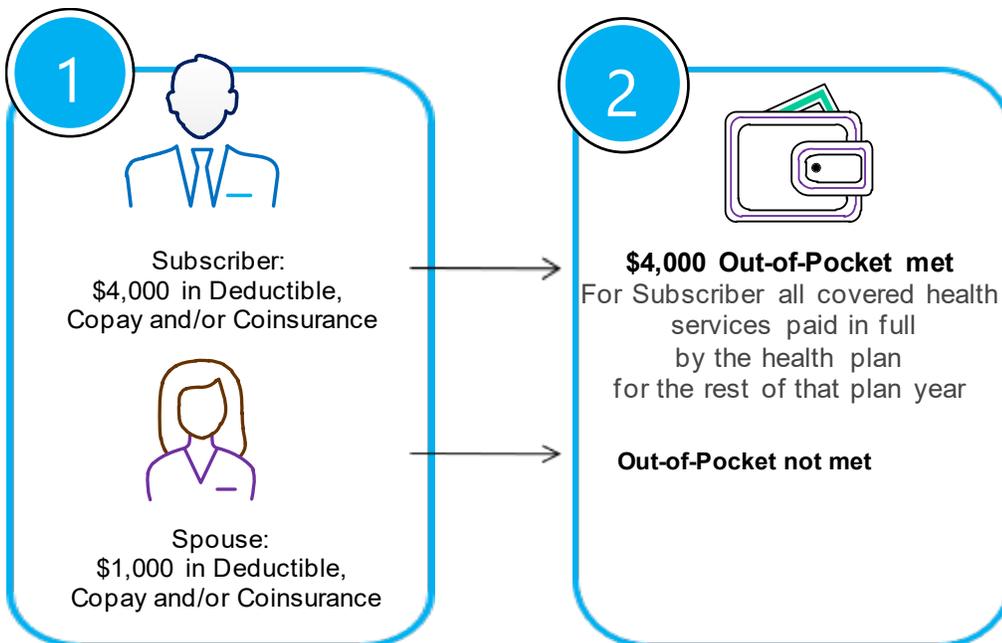
**All payments that apply to the Deductible also apply to the Out-of-Pocket Maximum.**

## Embedded Out-of-Pocket

For family Plans (two or more members), an embedded Out-of-Pocket means that there are two Out-of-Pocket amounts within one plan; single and family.

The single Out-of-Pocket is embedded in the family Out-of-Pocket, so **no one family member can contribute more than the single amount toward the family Out-of-Pocket**. Once the Member meets their single Out-of-Pocket, all covered health services are paid in full by the health Plan for the rest of that Plan Year.

For example, if You have a 4,000/\$8,000 (single/family) embedded Out-of-Pocket, this is how it would work:



Since the subscriber met his Out-of-Pocket, he was able to move on to all covered health services paid in full by the health Plan for the rest of that Plan Year.

The Spouse will continue to pay toward the Out-of-Pocket until it is met.

# HEALTHCARE MANAGEMENT – PRECERTIFICATION

Your Plan includes the process of Utilization Review to decide when services are Medically Necessary or Experimental/Investigative as those terms are defined in this Benefit Booklet. Utilization Review aids the delivery of cost-effective healthcare by reviewing the use of treatments and, when proper, level of care and/or the setting or place of service that they are performed. A service must be Medically Necessary to be a Covered Service. When level of care, setting, or place of service is part of the review, services that can be safely given to You in a lower level of care or lower cost setting/place of care, will not be Medically Necessary if they are given in a higher level of care or higher cost setting/place of care.

**Certain Services must be reviewed to determine Medical Necessity in order for You to get benefits.** Utilization Review criteria will be based on many sources, including medical policy and clinical guidelines. The Plan may decide that a treatment that was asked for is not Medically Necessary if a clinically equivalent treatment that is more cost-effective is available and appropriate.

If You have any questions regarding the information contained in this section, You may call the Member Services telephone number on Your Identification Card or visit [www.anthem.com](http://www.anthem.com).

**Coverage for or payment of the service or treatment reviewed is not guaranteed even if the Plan decides Your services are Medically Necessary. For benefits to be covered, on the date You get service:**

1. You must be eligible for benefits;
2. Fees must be paid for the time period that services are given;
3. The service or supply must be a Covered Service under Your Plan;
4. The service cannot be subject to an Exclusion under Your Plan; and
5. You must not have exceeded any applicable limits under Your Plan.

## Types of Reviews

- **Pre-service Review** – A review of a service, treatment, or admission for a benefit coverage determination which is done before the service or treatment begins or admission date.
- **Precertification** – A required pre-service review for a benefit coverage determination for a service or treatment. Certain services require Precertification in order for You to get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity or is Experimental/Investigative as those terms are defined in this Benefit Booklet.

For admissions following Emergency Care, You, Your authorized representative, or doctor should tell the Claims Administrator as soon as You are stabilized. For childbirth admissions, Precertification is not needed unless there is a problem and/or the mother and baby are not sent home at the same time. Precertification is not required for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Admissions longer than 48/96 hours require Precertification.

- **Continued Stay/Concurrent Review** – A Utilization Review of a service, treatment, or admission for a benefit coverage determination which must be done during an ongoing stay in a Facility or course of treatment.

Both Pre-Service and Continued Stay/Concurrent Reviews may be considered urgent when, in the view of the treating Provider or any doctor with knowledge of Your medical condition, without such care or treatment, Your life or health or Your ability to regain maximum function could be seriously threatened or You could be subjected to severe pain that cannot be adequately managed without such care or treatment. Urgent reviews are conducted under a shorter time frame than standard reviews.

- **Post-service Review** – A review of a service, treatment, or admission for a benefit coverage that is conducted after the service has been provided. Post-service Reviews are performed when a service, treatment or admission did not need a Precertification, or when a needed Precertification was not obtained. Post-service Reviews are done for a service, treatment, or admission in which the Claims Administrator has a related clinical coverage guideline and are typically initiated by the Claims Administrator.

**The following list is not all inclusive and is subject to change. Limitations and exclusions may apply. Please call the Member Services telephone number on Your Identification Card to confirm if the service or procedure is covered under Your Plan.**

## **2023 Precertification List**

### **Inpatient Admission:**

- Acute Inpatient
- Acute Rehabilitation
- LTACH (Long Term Acute Care Hospital)
- Skilled Nursing Facility
- OB delivery stays beyond the Federal Mandate minimum LOS (including newborn stays beyond the mother's stay)

### **Diagnostic Testing:**

- BRCA Genetic Testing
- Chromosomal Microarray Analysis (CMA) for Developmental Delay, Autism Spectrum Disorder, Intellectual Disability (Intellectual Developmental Disorder) and Congenital Anomalies
- Gene Expression Profiling for Managing Breast Cancer Treatment
- Gene Mutation Testing for Cancer Susceptibility and Management
- Genetic Testing for Heritable Cardiac Conditions
- Genetic Testing for Inherited Diseases
- Genetic Testing for Lynch Syndrome, Familial Adenomatous Polyposis (FAP) Attenuated FAP and MYH-Associated Polyposis
- Preimplantation Genetic Diagnosis Testing
- Prostate Saturation Biopsy
- RET Proto-oncogene Testing for Endocrine Gland Cancer Susceptibility
- Wireless Capsule for the Evaluation of Suspected Gastric and Intestinal Motility Disorders

### **Durable Medical Equipment (DME)/Prosthetics:**

- Augmentative and Alternative Communication (AAC) Devices with Digitized or Synthesized Speech Output Compression Devices for Lymphedema
- Functional Electrical Stimulation (FES); Threshold Electrical Stimulation (TES)
- Implantable Infusion Pumps
- Intrapulmonary Percussive Ventilation (IPV) Device
- Microprocessor Controlled Lower Limb Prosthesis
- Myoelectric Upper Extremity Prosthetic Devices
- Noninvasive Electrical Bone Growth Stimulation of the Appendicular Skeleton
- Standing Frame
- Ultrasound Bone Growth Stimulation
- Wheeled Mobility Devices: Wheelchairs-Powered, Motorized, With or Without Power Seating Systems and Power Operated Vehicles (POVs)

### **Gender-Affirming Surgery**

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

- Inpatient admits for ALL solid organ and bone marrow/stem cell transplants (Including kidney only transplants)

- Outpatient: All procedures considered to be transplant or transplant related including but not limited to:
  - Donor Leukocyte Infusion
  - Intrathecal treatment of Spinal Muscular Atrophy (SMA)
  - Stem Cell/Bone Marrow transplant (with or without myeloablative therapy)
  - (CAR) T-cell immunotherapy treatment including but not limited to:
    - Axicabtagene ciloleucel (Yescarta™)
    - Tisagenlecleucel (Kymriah™)
    - Brexucabtagene Autoleucel (Tecartus)
    - Idecabtagene vicleucel (Abecma)
  - Gene Replacement Therapy (. Including, but not limited to:
    - Gene Therapy for Ocular Conditions/ Voretigene neparvovec-rzyl (Luxturna™)
    - Gene Therapy for Spinal Muscular Atrophy/ onasemnogene abeparvovec-xioi (Zolgensma®)

**Mental Health/Substance Use Disorder (MH/SUD):**

Precertification Required

- Acute Inpatient Admissions
- Transcranial Magnetic Stimulation (TMS)
- Residential Care
- Behavioral Health in-home Programs
- Applied Behavioral Analysis (ABA)
- Intensive Outpatient Therapy (IOP)
- Partial Hospitalization (PHP)

**Other Outpatient and Surgical Services:**

- Aduhelm (aducanumab)
- Air Ambulance (excludes 911 initiated emergency transport)
- Abdominoplasty and Panniculectomy
- Ablative Techniques as a Treatment for Barrett's Esophagus
- Allogeneic, Xenographic, Synthetic Bioengineered, and Composite Products for Wound Healing and Soft Tissue Grafting
  - Insertion/injection of prosthetic material collagen implants
- Axial Lumbar Interbody Fusion
- Balloon Sinus Ostial Dilation
- Blepharoplasty, Blepharoptosis Repair, and Brow Lift
- Bone-Anchored and Bone Conduction Hearing Aids
- Breast Procedures; including Reconstructive Surgery, Implants, and other Breast Procedures
- Bronchial Thermoplasty
- Cardiac Resynchronization Therapy (CRT) with or without an Implantable Cardioverter Defibrillator (CRT/ICD) for the Treatment of Heart Failure
- Cardioverter Defibrillator
- Carotid, Vertebral and Intracranial Artery Stent Placement with or without Angioplasty
- Cervical and Thoracic Discography
- Cochlear Implants and Auditory Brainstem Implants

- Computer-Assisted Musculoskeletal Surgical Navigational Orthopedic Procedures of the Appendicular System
- Corneal Collagen Cross-Linking
- Cosmetic and Reconstructive Services: Skin Related, including but not limited to:
  - Brachioplasty
  - Chin Implant, Mentoplasty, Osteoplasty Mandible
  - Procedures Performed on the Face, Jaw, or Neck (including facial dermabrasion, scar revision)
- Cosmetic and Reconstructive Services of the Trunk and Groin, including but not limited to:
  - Brachioplasty
  - Buttock/Thigh Lift
  - Congenital Abnormalities
  - Lipectomy/Liposuction
  - Repair of Pectus Excavatum/Carinatum
  - Procedures on the Genitalia
- Cosmetic and Reconstructive Services of the Head and Neck, including but not limited to:
  - Facial Plastic Surgery Otoplasty - Rhinophyma
  - Rhinoplasty or Rhinoseptoplasty (procedure which combines both rhinoplasty and septoplasty)
  - Rhytidectomy (Face lift)
  - Cranial Nerve Procedures
  - Ear or Body Piercing
  - Frown Lines
  - Neck Tuck (Submental Lipectomy)
- Cryosurgical Ablation of Solid Tumors Outside the Liver
- Deep Brain, Cortical, and Cerebellar Stimulation
- Diaphragmatic/Phrenic Nerve Stimulation and Diaphragm Pacing Systems
- Doppler-Guided Transanal Hemorrhoidal Dearterialization (THD)
- Electric Tumor Treatment Field (TTF)
- Endovascular Techniques (Percutaneous or Open Exposure) for Arterial Revascularization of the Lower Extremities)
- Extraosseous Subtalar Joint Implantation and Subtalar Arthroereisis
- Functional Endoscopic Sinus Surgery (FESS)
- Home Parenteral Nutrition
- Hyperbaric Oxygen Therapy (Systemic/Topical)
- Immunoprophylaxis for respiratory syncytial virus (RSV)/ Synagis (palivizumab)
- Implantable Ambulatory Event Monitors and Mobile Cardiac Telemetry
- Implantable Infusion Pumps
- Implanted (Epidural and Subcutaneous) Spinal Cord Stimulators (SCS)
- Implanted Devices for Spinal Stenosis
- Intraocular Anterior Segment Aqueous Drainage Devices (without extraocular reservoir)
- Keratoprosthesis
- Leadless Pacemaker
- Locoregional and Surgical Techniques for Treating Primary and Metastatic Liver Malignancies
- Lower Esophageal Sphincter Augmentation Devices for the Treatment of Gastroesophageal Reflux Disease (GERD)

- Lysis of Epidural Adhesions
- Mandibular/Maxillary (Orthognathic) Surgery
- Manipulation Under Anesthesia of the Spine and Joints other than the knee and shoulder
- Mastectomy for Gynecomastia
- Mechanical Circulatory Assist Devices (Ventricular Assist Devices, Percutaneous Ventricular Assist Devices and Artificial Hearts)
- Mechanical Embolectomy for Treatment of Acute Stroke
- Meniscal Allograft Transplantation of the Knee
- Nasal Surgery for the Treatment of Obstructive Sleep Apnea and Snoring
- Oral, Pharyngeal and Maxillofacial Surgical Treatment for Obstructive Sleep Apnea or Snoring
- Outpatient Cardiac Hemodynamic Monitoring Using a Wireless Sensor for Heart Failure Management
- Partial Left Ventriculectomy
- Patent Foramen Ovale and Left Atrial Appendage Closure Devices for Stroke Prevention
- Penile Prosthesis Implantation
- Percutaneous and Endoscopic Spinal Surgery
- Percutaneous Neurolysis for Chronic Neck and Back Pain
- Percutaneous Vertebral Disc and Vertebral Endplate Procedures
- Percutaneous Vertebroplasty, Kyphoplasty and Sacroplasty
- Perirectal Spacers for Use During Prostate Radiotherapy (Space Oar)
- Photocoagulation of Macular Drusen
- Presbyopia and Astigmatism-Correcting Intraocular Lenses
- Reduction Mammoplasty
- Sacral Nerve Stimulation (SNS) and Percutaneous Tibial Nerve Stimulation (PTNS) for Urinary and Fecal Incontinence and Urinary Retention
- Sacral Nerve Stimulation as a Treatment of Neurogenic Bladder Secondary to Spinal Cord Injury
- Sacroiliac Joint Fusion, Open
- Sipuleucel-T (Provenge®) Autologous Cellular Immunotherapy for the Treatment of Prostate Cancer
- Surgical and Ablative Treatments for Chronic Headaches
- Therapeutic Apheresis
- Total Ankle Replacement
- Transcatheter Ablation of Arrhythmogenic Foci in the Pulmonary Veins
- Transcatheter Heart Valve Procedures
- Transendoscopic Therapy for Gastroesophageal Reflux Disease, Dysphagia, and Gastroparesis
- Transmyocardial/Periventricular Device Closure of Ventricular Septal Defects
- Treatment of Osteochondral Defects Treatment of Temporomandibular Disorders Treatment of Varicose Veins (Lower Extremities)
- Treatments for Urinary Incontinence
- Vagus Nerve Stimulation
- Vein Embolization as a Treatment of Pelvic Congestion Syndrome and Varicocele
- Venous Angioplasty with or without Stent Placement/Venous Stenting
- Viscocanalostomy and Canaloplasty
- Wearable Cardioverter Defibrillator

**Out-of-Network Referrals:**

Out-of-Network Services for consideration of payment at Network benefit level (may be authorized, based on Network availability and/or Medical Necessity.)

**Radiation Therapy/ Radiology Services**

- Intensity Modulated Radiation Therapy (IMRT)
- MRI Guided High Intensity Focused Ultrasound Ablation for Non-Oncologic Indications
- Proton Beam Therapy
- Cryosurgical or Radiofrequency Ablation to Treat Solid Tumors Outside the Liver
- Stereotactic Radiosurgery (SRS) and Stereotactic Body Radiotherapy (SBRT)
- Catheter-based Embolization Procedures for Malignant Lesions Outside the Liver
- Wireless Capsule Endoscopy for Gastrointestinal Imaging and the Patency Capsule

**Services not requiring Precertification for coverage, but recommended for pre-determination of Medical Necessity due to the existence of post service claim edits and/or the potential cost of services to the member if denied by Anthem for lack of Medical Necessity:**

(1) Procedures, equipment, and/or specialty infusion Drugs which have Medically Necessary criteria determined by Corporate Medical Policy or Adopted Clinical Guidelines.

Utilizing an Out-of-Network Provider may result in significant additional financial responsibility for You, because Your health benefit Plan cannot prohibit Out-of-Network Providers from billing You for the difference between the Provider’s charge and the benefit the Plan provides.

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

**Who is Responsible for Precertification?**

Typically, Network Providers know which services need Precertification and will get any Precertification when needed. Your Primary Care Physician and other Network Providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering Provider, Facility, or attending doctor (“requesting Provider”) will get in touch with the Claims Administrator to ask for a Precertification. However, You may request a Precertification, or You may choose an authorized representative to act on Your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for Precertification and under what circumstances.

Provider Network Status	Responsibility to Get Precertification	Comments
Network, including BlueCard Providers in the service areas of Anthem Blue Cross and Blue Shield (CO, CT, IN, KY, ME, MO, NH, NV, NY, OH, VA, WI); Anthem Blue Cross (CA); Empire Blue Cross Blue Shield; and any future affiliated Blue Cross and/or Blue Shield plans resulting from a merger or acquisition by the Claims Administrator’s parent company.	Provider	<ul style="list-style-type: none"> <li>• The Provider must get Precertification when required</li> </ul>
BlueCard Provider outside the service areas of the states listed in the column	Member	<ul style="list-style-type: none"> <li>• Member must get Precertification when required or work with your Provider to assist in obtaining</li> </ul>

Provider Network Status	Responsibility to Get Precertification	Comments
above and BlueCard Providers in other states not listed  and  Out-of-Network/Non-Participating		Precertification. Call Member Services at the number on the back of Your Identification Card.  <ul style="list-style-type: none"> <li>Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and/or setting is found to not be Medically Necessary.</li> </ul>
<b>NOTE: For an Emergency Care admission, Precertification is not required. However, You, Your authorized representative, or doctor should tell the Claims Administrator as soon as You are stabilized.</b>		

The Claims Administrator will utilize its clinical coverage guidelines, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make Medical Necessity decisions. This includes decisions about Prescription Drugs as detailed in the section “Prescription Drugs Administered by a Medical Provider”. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. The Claims Administrator reserves the right to review and update these clinical coverage guidelines from time to time.

You are entitled to ask for and get, free of charge, reasonable access to any records concerning Your request. To ask for this information, call the Precertification phone number on the back of Your Identification Card.

If You are not satisfied with the Plan’s decision under this section of Your benefits, please refer to the **Your Right To Appeal** section to please refer to what rights may be available to You.

**Decision and Notice Requirements**

The Claims Administrator will review requests for benefits according to the time frames listed below. The time frames and requirements listed are based on Federal laws. You may call the phone number on the back of Your Identification Card for more details.

Type of Review	Timeframe Requirement for Decision and Notification
Urgent Pre-service Review	72 hours from the receipt of request
Non-Urgent Pre-service Review	15 calendar days from the receipt of the request
Urgent Continued Stay/Concurrent Review when request is received more than 24 hours before the end of the previous authorization	24 hours from the receipt of the request
Urgent Continued Stay/Concurrent Review when request is received less than 24 hours before the end of the previous authorization or no previous authorization exists	72 hours from the receipt of the request
Post-Service Review	30 calendar days from the receipt of the request

If more information is needed to make a decision, the Claims Administrator will tell the requesting Provider of the specific information needed to finish the review. If the Claims Administrator does not get the specific information needed by the required time frame, the Claims Administrator will make a decision based upon the information it has.

The Claims Administrator will notify You and Your Provider of its decision as required by Federal law. Notice may be given by one or more of the following methods: verbal, written, and/or electronic.

### **Important Information**

From time to time, certain medical management processes (including utilization management, case management, and disease management) may be waived, enhanced, changed, or ended. An alternate benefit may be offered if, in the Plan's sole discretion, such change furthers the provision of cost-effective, value-based and/or quality services.

Certain qualifying Providers may be selected to take part in a program or a Provider arrangement that exempts them from certain procedural or medical management processes that would otherwise apply. Your claim may also be exempted from medical review if certain conditions apply.

Just because a process, Provider, or claim is exempted from the standards which otherwise would apply, it does not mean that this will occur in the future or will do so in the future for any other Provider, claim or Member. The Plan may stop or change any such exemption with or without advance notice.

You may find out whether a Provider is taking part in certain programs or a Provider arrangement by contacting the Member Services number on the back of Your Identification Card.

The Claims Administrator also may identify certain Providers to review for potential fraud, waste, abuse, or other inappropriate activity if the claims data suggests there may be inappropriate billing practices. If a Provider is selected under this program, then the Claims Administrator may use one or more clinical utilization management guidelines in the review of claims submitted by this Provider, even if those guidelines are not used for all Providers delivering services to this Plan's Members.

### **Health Plan Individual Case Management**

The Claims Administrator's individual health plan case management programs (Case Management) helps coordinate services for Members with healthcare needs due to serious, complex, and/or chronic health conditions. The Claims Administrator's programs coordinate benefits and educate Members who agree to take part in the Case Management program to help meet their health-related needs.

The Claims Administrator's Case Management programs are confidential and voluntary and are made available at no extra cost You. These programs are provided by, or on behalf of and at the request of, Your health plan Case Management staff. These Case Management programs are separate from any Covered Services You are receiving.

If You meet program criteria and agree to take part, the Claims Administrator will help You meet Your identified healthcare needs. This is reached through contact teamwork with You and/or Your authorized representative, treating Physician(s), and other Providers.

In addition, the Claims Administrator may assist in coordinating care with existing community-based programs and services to meet Your needs. This may include giving You information about external agencies and community-based programs and services.

In certain cases of severe or chronic illness or Injury, the Plan may provide benefits for alternate care that is not listed as a Covered Service. The Plan may also extend Covered Services beyond the Benefit Maximums of this Plan. The Claims Administrator will make any recommendation of alternate or extended benefits to the Plan on a case-by-case basis, if at the Claims Administrator's discretion, the alternate or extended benefit is in the best interest of You and the Plan and You or Your authorized representative agree to the alternate or extended benefit in writing. A decision to provide extended benefits or approve alternate care in one case does not obligate the Plan to provide the same benefits again to You or to any other Member. The Plan reserves the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, the Claims Administrator will notify You or Your authorized representative in writing.

# BENEFITS

**Payment terms apply to all Covered Services. Please refer to the Schedule of Benefits for details. All Covered Services must be Medically Necessary, whether provided through Network Providers or Out-of-Network Providers.**

## **Ambulance Service**

Medically Necessary Ambulance Services are a Covered Service when:

- You are transported by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, fixed wing, and rotary wing air transportation.

And one or more of the following criteria are met:

- For ground ambulance, You are taken:
  - From Your home, the scene of an accident, or Medical Emergency to a Hospital.
  - Between Hospitals, including when the Claims Administrator requires You to move from an Out-of-Network Hospital to a Network hospital.
  - Between a Hospital and a Skilled Nursing Facility or other approved Facility.
- For air or water ambulance, You are taken:
  - From the scene of an accident or Medical Emergency to a Hospital.
  - Between Hospitals, including when the Claims Administrator requires You to move from an Out-of-Network Hospital to a Network Hospital.
  - Between a Hospital and an approved Facility.

Ambulance Services are subject to Medical Necessity reviews by the Claims Administrator. Emergency ground Ambulance Services do not require Precertification and are allowed regardless of whether the Provider is a Network or Out-of-Network Provider.

Non-emergency Ambulance Services are subject to Medical Necessity reviews by the Claims Administrator. When using an air ambulance for non-emergency transportation, the Claims Administrator reserves the right to select the air ambulance Provider. If You do not use the air ambulance Provider the Claims Administrator selects, the Out-of-Network Provider may bill You for any charges that exceed the Plan's Maximum Allowed Amount.

You must be taken to the nearest Facility that can give care for Your condition. In certain cases, the Claims Administrator may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or Injury by medical professionals from an Ambulance Service, even if You are not taken to a Facility.

Ambulance Services are not covered when another type of transportation can be used without endangering Your health. Ambulance Services for Your convenience or the convenience of Your family or Physician are not a Covered Service.

Other non-covered Ambulance Services include, but are not limited to:

- a Physician's office or clinic; or
- a morgue or funeral home.

## **Important Notes on Air Ambulance Benefits**

Benefits are only available for air ambulance when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger Your health and Your medical condition requires a more rapid transport to a Facility than the ground ambulance can provide, the Plan will cover the air ambulance. Air ambulance will also be covered if You are in an area that a ground or water ambulance cannot reach.

Air ambulance will not be covered if You are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility or a rehabilitation Facility), or if You are taken to a Physician's office or Your home.

### **Hospital to Hospital Transport**

If You are moving from one Hospital to another, air ambulance will only be covered if using a ground ambulance would endanger Your health and if the Hospital that first treats cannot give You the medical services You need. Certain specialized services are not available at all Hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain Hospitals. To be covered, You must be taken to the closest Hospital that can treat You. **Coverage is not available for air ambulance transfers simply because You, Your family, or Your Provider prefers a specific Hospital or Physician.**

### **Assistant Surgery**

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

### **Breast Cancer Care**

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

### **Breast Reconstructive Surgery**

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

### **Cardiac Rehabilitation**

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

### **Clinical Trials**

Benefits include coverage for services, such as routine patient care costs, given to You as a participant in an approved clinical trial if the services are Covered Services under this Plan. An "approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated.

Benefits are limited to the following trials:

1. Federally funded trials approved or funded by one of the following:
  - a. The National Institutes of Health.
  - b. The Centers for Disease Control and Prevention.
  - c. The Agency for Healthcare Research and Quality.
  - d. The Centers for Medicare & Medicaid Services.
  - e. Cooperative group or center of any of the entities described in (a) through (d) or the Department of Defense or the Department of Veterans Affairs.
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g. Any of the following in i-iii below if the study or investigation has been reviewed and approved through a system of peer review that the Secretary of Health and Human Services determines 1) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and 2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
    - i. The Department of Veterans Affairs.
    - ii. The Department of Defense.
    - iii. The Department of Energy.
2. Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration.
3. Studies or investigations done for drug trials which are exempt from the investigational new drug application.

Your Plan may require You to use a Network Provider to maximize Your benefits.

Routine patient care costs include items, services and Drugs provided to You in connection with an approved clinical trial that would otherwise be covered by this Plan.

All other requests for clinical trials services, including requests that are not part of approved clinical trials, will be reviewed according to the Claims Administrator's Clinical Coverage Guidelines, related policies and procedures.

Your Plan is not required to provide benefits for the following services. The Plan reserves the right to exclude any of the following services:

1. The Experimental/Investigative item, device, or service; or
2. Items used and services that are provided only to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
4. Any item or service that is paid for, or should have been paid for, by the sponsor of the trial.

### **Consultation Services**

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

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

### **Dental Services**

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

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

### **Diabetes**

Equipment and outpatient self-management training and education, including nutritional therapy for individuals with insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin using diabetes as prescribed by the Physician. Covered Services for outpatient self-management training and education must be provided by a certified, registered or licensed healthcare professional with expertise in diabetes. Screenings for gestational diabetes are covered under "Preventive Services."

### **Dialysis Treatment**

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

### **Durable Medical Equipment (DME), Medical Devices, and Supplies**

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

The equipment must meet the following criteria:

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

Equipment, devices, supplies, and appliances that include comfort, luxury, or convenience items or features that exceed what is Medically Necessary in Your situation will not be covered. Reimbursement will be based on the Maximum Allowed Amount for a standard item that is a Covered Service, serves the same purpose, and is Medically Necessary. Any expense that exceeds the Maximum Allowed Amount for the standard item which is a Covered Service is Your responsibility.

## **Emergency Services**

### **Life-threatening Medical Emergency or serious Accidental Injury.**

Coverage is provided for Hospital emergency room or freestanding emergency Facility care, including a medical or mental health screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate an Emergency Medical Condition, and within the capabilities of the staff and Facilities available at the Hospital, such further medical or mental health examination and treatment as are required to Stabilize the patient. Emergency Service care does not require any Prior Authorization from the Plan. Services provided for conditions that do not meet the definition of emergency will not be covered.

Stabilize means, with respect to an Emergency Medical Condition: to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a Facility. With respect to a pregnant woman who is having contractions, the term “stabilize” also means to deliver (including the placenta), if there is inadequate time to affect a safe transfer to another Hospital before delivery or transfer may pose a threat to the health or safety of the woman or the unborn child.

Medically Necessary services will be covered whether You get care from a Network or Out-of-Network Provider. Emergency Care You get from an Out-of-Network Provider will be covered as a Network service and will not require Precertification. The Out-of-Network Provider can only charge You any applicable Deductible, Coinsurance, and/or Copayment and cannot bill You for the difference between the Maximum Allowed Amount and their billed charges until Your condition is stable as described in the Consolidated Appropriations Act of 2021 Notice in the **Health Benefits Coverage Under Federal Law** section. Your cost-shares will be based on the Maximum Allowed Amount and will be applied to Your Network Deductible and Network Out-of-Pocket Limit.

Treatment You get after Your condition has stabilized is not Emergency Care. Please refer to the **Consolidated Appropriations Act of 2021 Notice** in the **Health Benefits Coverage Under Federal Law** section for more details on how this will impact Your benefits.

The Maximum Allowed Amount will be used to determine payment for Emergency Care from an Out-of-Network Provider. However, Member cost-share will be based on the median Plan Network contract rate paid to Network Providers for the geographic area where the service is provided. The Copayment and/or Coinsurance percentage payable for both Network and Out-of-Network are shown in the **Schedule of Benefits**.

## **Gender-Affirming Surgery and Services**

This Plan provides benefits for many of the charges for gender-affirming surgery and services for Members diagnosed with Gender Dysphoria. Gender-affirming surgery and services must be approved by us for the type of procedure requested and must be authorized prior to being performed. Charges for services that are not authorized for the gender-affirming surgery and services requested will not be considered Covered Services. Some conditions apply, and all services must be authorized by us as outlined in the **Healthcare Management - Precertification** section. Please refer to the **Schedule of Benefits** section for details pertaining to Copayment and/or Coinsurance.

## **Gene Therapy Services**

Your Plan includes benefits for gene therapy services when Anthem approves the benefits in advance through Precertification. Please refer to **Healthcare Management - Precertification** for details on the Precertification process. To be eligible for coverage, services must be Medically Necessary and performed by an approved Provider at an approved treatment center. Even if a Provider is a Network Provider for other services it may not be an approved Provider for certain gene therapy services. Please call us to find out which providers are approved Providers.

### **Services Not Eligible for Coverage**

Your Plan does not include benefits for the following:

- a. Services determined to be Experimental/Investigational;
- b. Services provided by a non-approved Provider or at a non-approved Facility; or
- c. Services not approved in advance through Precertification.

### **General Anesthesia Services**

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

- Such anesthesia service includes the following procedures which are given to cause muscle relaxation, loss of feeling, or loss of consciousness:
- spinal or regional anesthesia;
- injection or inhalation of a Drug or other agent (local infiltration is excluded).

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

### **Habilitative Services**

Benefits also include habilitative healthcare services and devices that help You keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, and other services for people with impairments in a variety of Inpatient and/or outpatient settings.

### **Home Healthcare Services**

Home Healthcare provides a program for the Member's care and treatment in the home. Your coverage is outlined in the **Schedule of Benefits**. The program consists of required intermittent skilled care, which may include observation, evaluation, teaching, and nursing services consistent with the diagnosis, established and approved in writing by the Member's attending Physician. Services may be performed by either Network or Out-of-Network Providers. The Physician's statement and recommended program may require Precertification. Please refer to the **Healthcare Management-Precertification** section for details.

#### **Covered Services:**

- Visits by an RN or LPN. Benefits cannot be provided for services if the nurse is related to the Member.
- Visits by a qualified physiotherapist or speech therapist and by an inhalation therapist certified by the National Board of Respiratory Therapy.
- Visits to render services and/or supplies of a licensed Medical Social Services Worker when Medically Necessary to enable the Member to understand the emotional, social, and environmental factors resulting from or affecting the Member's illness.
- Visits by a Home Health Nursing Aide when rendered under the direct supervision of an RN.
- Nutritional guidance when Medically Necessary.
- Oxygen and its administration.

Covered Services for Home Healthcare do not include:

- Food, housing, homemaker services, sitters, home-delivered meals;
- Home Healthcare services which are not Medically Necessary or of a non-skilled level of care;
- Services and/or supplies which are not included in the Home Healthcare plan as described;
- Services of a person who ordinarily resides in the Member's home or is a member of the family of either the Member or Member's Spouse;
- Any services for any period during which the Member is not under the continuing care of a Physician;
- Convalescent or Custodial Care where the Member has spent a period of time for recovery of an illness or surgery and where skilled care is not required or the services being rendered are only for aid in daily living, i.e., for the convenience of the Member;

- Any services or supplies not specifically listed as Covered Services;
- Routine care and/or examination of a newborn child;
- Dietitian services;
- Maintenance therapy;
- Dialysis treatment; or
- Purchase or rental of dialysis equipment.
- Private duty nursing care.

## **Hospice Care Services**

You are eligible for Hospice care if Your doctor and the Hospice medical director certify that You are terminally ill and likely to have less than twelve (12) months to live. You may access Hospice care while participating in a clinical trial or continuing disease modifying therapy, as ordered by Your treating Provider. Disease modifying therapy treats the underlying terminal illness.

The services and supplies listed below are Covered Services when given by a Hospice for the palliative care of pain and other symptoms that are part of a terminal disease. Palliative care means care that controls pain and relieves symptoms but is not meant to cure a terminal illness. Covered Services include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care;
- Short-term Inpatient Hospital care when needed in periods of crisis or as respite care;
- Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse;
- Social services and counseling services from a licensed social worker;
- Nutritional support such as intravenous feeding and feeding tubes;
- Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist;
- Pharmaceuticals, medical equipment, and supplies needed for the palliative care of Your condition, including oxygen and related respiratory therapy supplies; and
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Member's death. Bereavement services are available to the patient and those individuals who are closely linked to the patient, including the immediate family, the primary or designated care giver, and individuals with significant personal ties for one year after the Member's death.

Your Physician must agree to care by the Hospice and must be consulted in the development of the care plan. The Hospice must keep a written care plan on file and give it to the Claims Administrator upon request.

Benefits for services beyond those listed above that are given for disease modification or palliation, such as but not limited to, chemotherapy and radiation therapy, are available to a Member in Hospice. These services are covered under other parts of this Benefit Booklet.

## **Hospital Services**

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

### **Network**

#### Inpatient Services

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

#### Service and Supplies

- Services and supplies provided and billed by the Hospital while You're an Inpatient, including the use of operating, recovery and delivery rooms. Laboratory and diagnostic examinations, intravenous solutions, basal metabolism studies, electrocardiograms, electroencephalograms, X-ray examinations and radiation, and speech therapy are also covered.
- Convenience items (such as radios, TVs, records, tapes or CD players, telephones, visitors' meals, etc.) will not be covered.

#### Length of Stay

- Determined by Medical Necessity

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

##### Hospital Benefits

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

#### **Hospital Visits**

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

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

##### **Notification**

To maximize Your benefits, You need to call the Claims Administrator's transplant department to discuss benefit coverage when it is determined a transplant may be needed. You must do this before You have an evaluation and/or work-up for a transplant. Your evaluation and work up services must be provided by a Network Transplant Provider that we have chosen as a Centers of Medical Excellence for Transplant Provider and/or a Provider designated as a Network Transplant Provider by the Blue Cross and Blue Shield Association. Even if a Hospital is a Network Provider for other services, it may not be a Network Transplant Provider for certain transplant services. Please call us to find out which Hospitals are Network Transplant Providers.

##### **Centers of Medical Excellence (CME) Transplant Providers**

**Blue Distinction Center Facility:** Blue Distinction Facilities have met or exceeded national quality standards for care delivery.

**Centers of Medical Excellence (CME):** Centers of Medical Excellence Facilities have met or exceeded quality standards for care delivery.

**Network Transplant Provider:** Providers who have achieved designation as a Centers of Medical Excellence for Transplant and/or Blue Distinction Centers + or Blue Distinction Centers for Transplant. The Provider has entered into a Transplant Provider Agreement to give Covered Transplant Procedures to You and take care of certain administrative duties for the Transplant Network. A Provider may be a Network Transplant Provider for certain covered Transplant Procedures or all covered Transplant Procedures.

**Out-of-Network (PAR) Transplant Provider:** Providers participating in the Plan's networks but not designated as a Centers of Medical Excellence for Transplant or Blue Distinction Center + or Blue Distinction Center for Transplant.

Contact the Member Services telephone number on Your Identification Card and ask for the transplant coordinator. The Claims Administrator will then assist the Member in maximizing their benefits by providing coverage information including details regarding what is covered and whether any medical policies, network requirements or Benefit Booklet exclusions are applicable. Failure to obtain this information prior to receiving services could result in increased financial responsibility for the Member.

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

At a Network Transplant Provider Facility, the Transplant Benefit Period starts one day before a Covered Solid Organ Transplant Procedure and one day before high-dose chemotherapy or preparative regimen for a Covered Bone Marrow/Stem Cell Transplant Procedure and lasts for the applicable case rate/global time period. The number of days will vary depending on the type of transplant received and the Network Transplant Provider agreement. Call the Claims Administrator for specific Network Transplant Provider details for services received at or coordinated by a Network Transplant Provider Facility.

At an Out-of-Network Transplant Provider Facility, the Transplant Benefit Period starts the day of a Covered Transplant Procedure and lasts until the date of discharge.

### **Prior Approval and Precertification**

In order to maximize Your benefits, the Claims Administrator strongly encourages You to call its transplant department to discuss benefit coverage when it is determined a transplant may be needed. You must do this before You have an evaluation and/or work-up for a transplant. The Claims Administrator will assist You in maximizing Your benefits by providing coverage information, including details regarding what is covered and whether any clinical coverage guidelines, medical policies, Network Transplant Provider requirements, or exclusions are applicable. Contact the Member Services telephone number on the back of Your Identification Card and ask for the transplant coordinator. Even if the Claims Administrator issues a prior approval for the Covered Transplant Procedure, You or Your Provider must call the Claims Administrator's Transplant Department for Precertification prior to the transplant whether this is performed in an Inpatient or outpatient setting.

Please note that there are instances where Your Provider requests approval for Human Leukocyte Antigen (HLA) testing, donor searches, and/or a collection and storage of stem cells prior to the final determination as to what transplant procedure will be requested. Under these circumstances, the HLA testing and donor search charges are covered as routine diagnostic testing. The collection and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor search and/or a collection and storage is NOT an approval for the subsequent requested transplant. A separate Medical Necessity determination will be made for the transplant procedure.

### **Transportation and Lodging**

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

### **Licensed Speech Therapist Services**

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

### **Maternity Care and Reproductive Health Services**

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

Routine newborn nursery care is part of the mother's maternity benefits. Benefits are provided for well-baby pediatrician visits performed in the Hospital.

Should the newborn require other than routine nursery care, the baby will be admitted to the Hospital in his or her own name. (Please refer to "Changing Coverage (Adding a Dependent)" to add a newborn to Your coverage.)

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

### **Abortion (Therapeutic or Elective)**

Your Plan includes benefits for a therapeutic abortion, which is an abortion recommended by a Provider that is performed to save the life or health of the mother, or as a result of incest or rape. Your Plan also provides benefits

for an elective (voluntary) abortion, which is an abortion performed for reasons other than those described above, except as prohibited by law.

### **Contraceptive Benefits**

Benefits include oral contraceptive Drugs, injectable contraceptive Drugs, and patches. Benefits also include contraceptive devices such as diaphragms, intrauterine devices (IUDs), and implants. Certain contraceptives are covered under the "Preventive Services" benefit. Please refer to that section for further details.

### **Infertility Services**

Your Plan also includes benefits for the diagnosis and treatment of Infertility. Covered Services include diagnostic and exploratory procedures to determine whether a Member suffers from Infertility.

### **Sterilization Services**

Benefits include sterilization services and services to reverse a non-elective sterilization that resulted from an illness or Injury. Reversals of elective sterilizations are not covered. Sterilizations for women are covered under the "Preventive Services" benefit.

### **Medical Care**

General diagnostic care and treatment of illness or Injury. Some procedures require Precertification.

### **Mental Healthcare and Substance Use Disorder Treatment**

See the **Schedule of Benefits** for any applicable Deductible, Coinsurance, and Copayment information. Coverage for the diagnosis and treatment of Mental Healthcare and substance use disorder on an Inpatient or outpatient basis will not be subject to Deductibles, Coinsurance, or Copayment provisions that are less favorable than the Deductible, Coinsurance, or Copayment provisions that apply to a physical illness as covered under this Benefit Booklet.

Covered Services include the following:

- **ABA Therapy** – Medically Necessary applied behavioral analysis services.
- **Inpatient Services** in a Hospital or any Facility that must be covered by law. Inpatient benefits include psychotherapy, psychological testing, electroconvulsive therapy, and Detoxification.
- **Residential Treatment** in a licensed Residential Treatment Center that offers individualized and intensive treatment and includes:
  - observation and assessment by a psychiatrist weekly or more often; and
  - rehabilitation and therapy.
- **Outpatient Services** including office visits, therapy and treatment, Partial Hospitalization/Day Treatment Programs, Intensive Outpatient Programs, and (when available in Your area) Intensive In-Home Mental Health Programs that participate in the Network.
- **LiveHealth Online** - Virtual Visits, commonly referred to as Online visits, Telehealth, and Telemedicine when available in Your area (includes Telephonic visits). Covered Services include a medical visit with the doctor using the internet by a webcam, chat, or voice. Virtual Visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit Precertification, or doctor-to-doctor discussions.

Examples of Providers from whom You can receive Covered Services include:

- Psychiatrist
- Psychologist
- Licensed Clinical Social Worker (LCSW)
- Mental Health Clinical Nurse Specialist
- Licensed Marriage and Family Therapist (LMFT)
- Licensed Professional Counselor (LPC)
- Any agency licensed by the state to give these services, when they have to be covered by law.

## **Nutritional Counseling**

Nutritional counseling related to the medical management of a disease state as stated in the **Schedule of Benefits**.

## **Obesity**

Prescription Drugs and any other services or supplies for the treatment of obesity are not covered.

## **Online Visits**

Please refer to Virtual Visits in this section.

## **Oral Surgery**

Covered Services include only the following:

- Fracture of facial bones
- Removal of impacted teeth
- Lesions of the mouth, lip, or tongue which require a pathological exam
- Incision of accessory sinuses, mouth salivary glands, or ducts
- Dislocations of the jaw
- Treatment of temporomandibular joint syndrome (TMJ) or myofascial pain, including only removable appliances for TMJ repositioning and related surgery and diagnostic services. Covered Services do **not** include fixed or removable appliances which involve movement or repositioning of the teeth, or operative restoration of teeth (fillings), or prosthetics (crowns, bridges, dentures)
- Plastic repair of the mouth or lip necessary to correct traumatic Injuries or congenital defects that will lead to functional impairments
- Initial services, supplies, or appliances for dental care or treatment required as a result of, and directly related to, accidental bodily Injury to sound natural teeth or structure occurring while a Member is covered by this Plan.

Although this Plan covers certain oral surgeries as listed above, many oral surgeries (e.g., removal of wisdom teeth) are not covered. Covered Services also include the following:

- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw and is Medically Necessary to attain functional capacity of the affected part.
- Oral/surgical correction of accidental injuries as indicated in the “Dental Services” section.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue, not including odontogenic cysts or abscesses.

## **Other Covered Services**

Your Plan provides Covered Services when the following services are Medically Necessary:

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

## **Out-of-Network Freestanding Ambulatory Surgery Center**

Any services rendered or supplies provided while You are a patient or receiving services at or from an Out-of-Network Freestanding Ambulatory Surgery Center will be payable at the Maximum Allowed Amount.

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

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

## **Outpatient CT Scans and MRIs**

These services are covered at regular Plan benefits.

## **Outpatient Hospital Services**

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

## **Outpatient Surgery**

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

## **Physical Therapy, Occupational Therapy, Manipulation Therapy**

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

## **Physician Services**

You may receive treatment from a Network or Out-of-Network Physician. However, payment is significantly reduced if services are received from an Out-of-Network Physician. Such services are subject to Your Deductible and Out-of-Pocket requirements. Consultations between Your Primary Care Physician and a Specialty Care Physician are included, when approved by Anthem.

## **Preventive Services**

Preventive Services include screenings and other services for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA). This means many preventive care services are covered with no Deductible, Copayments or Coinsurance when You use a Network Provider.

Certain benefits for Members who have current symptoms, or a diagnosed health problem may be covered under diagnostic services instead of this benefit, if the coverage does not fall within ACA-recommended preventive services.

Covered Services fall under the following broad groups:

1. Services with an "A" or "B" rating from the United States Preventive Services Task Force.

Examples of these services are screenings for:

- a. Breast cancer
  - b. Cervical cancer
  - c. Colorectal cancer
  - d. High blood pressure
  - e. Type 2 Diabetes Mellitus
  - f. Cholesterol
  - g. Child and adult obesity
2. Immunizations for children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
  3. Preventive care and screenings for infants, children, and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.

4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, including:
  - a. Women's contraceptives, sterilization procedures, and counseling. Coverage includes contraceptive devices, such as diaphragms, intrauterine devices (IUDs), and implants.
  - b. Breastfeeding support, supplies, and counseling Benefits for breast pumps are limited to one pump per pregnancy Benefit Period.
  - c. Gestational diabetes screening.
5. Preventive care services for smoking cessation and tobacco cessation for Members age 18 and older as recommended by the United States Preventive Services Task Force including:
  - a. Counseling.

You may call Member Services using the number on Your Identification Card for additional information about these services or view the Federal government's web sites, <http://www.healthcare.gov/center/regulations/prevention.html>, <http://www.ahrq.gov>, and <http://www.cdc.gov/vaccines/acip/index.html>.

### **Preventive Care for Chronic Conditions (per IRS guidelines)**

Members with certain chronic health conditions may be able to receive preventive care for those conditions prior to meeting their Deductible when services are provided by a Network Provider.

Please refer to the **Schedule of Benefits** for further details on how benefits will be paid.

### **Prosthetic Appliances**

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

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

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

### **Reconstructive Surgery**

Benefits include reconstructive surgery to correct significant deformities caused by congenital or developmental abnormalities, illness, Injury, or an earlier treatment in order to create a more normal appearance. Benefits include surgery performed to restore symmetry after a mastectomy.

Note: Coverage for reconstructive services does not apply to orthognathic surgery. Please refer to the "Oral Surgery" section above for that benefit.

### **Retail Health Clinic**

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

### **Skilled Nursing Facility Care**

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

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

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

Covered Services include:

- Semiprivate or wardroom charges including general nursing service, meals, and special diets. If a Member stays in a private room, this Plan pays the Semiprivate Room rate toward the charge for the private room.
- Use of special care rooms.
- Pathology and radiology.
- Physical or speech therapy.
- Oxygen and other gas therapy.
- Drugs and solutions used while a patient.
- Gauze, cotton, fabrics, solutions, plaster, and other materials used in dressings, bandages, and casts.

This benefit is available only if the patient requires a Physician's continuous care and 24 hour-a-day nursing care.

Benefits will not be provided when:

- A Member reaches the maximum level of recovery possible and no longer requires other than routine care.
- Care is primarily Custodial Care, not requiring definitive medical or 24 hour-a-day nursing service.
- No specific medical conditions exist that require care in a Skilled Nursing Facility.
- The care rendered is for other than Skilled Convalescent Care.

## **Surgical Care**

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

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

All outpatient surgical procedures related to the treatment of an Accidental Injury, when provided in a Physician's office, will be covered under the Member's Physician's office benefit if services are rendered by a Network Provider. Services rendered by Out-of-Network Providers are subject to Deductible and Coinsurance requirements.

## **Virtual Visits**

When available in Your area, Your coverage will include Virtual Visits. Covered Services include a medical consultation using the internet via a webcam, chat, or voice. Please refer to "Physician Services" in the **Schedule of Benefits** section for any applicable Deductible, Coinsurance, Copayment, and benefit limitation information. For mental health and substance use disorder Virtual Visits, please refer to "Mental Healthcare and Substance Use Disorder" in the **Schedule of Benefits** section. Non-Covered Services include, but are not limited to, communications used for:

- Reporting normal lab or other test results
- Office appointment requests
- Billing, insurance coverage or payment questions
- Requests for referrals to Physicians outside of the online care panel
- Benefit Precertification
- Physician-to-Physician consultation

## **Managing Specialty Medications**

If You are utilizing a Specialty Drug, our goal is to provide You with access to the most clinically appropriate therapy to meet Your treatment needs. These Drugs are used to treat complicated and chronic conditions, such as cancer, rheumatoid arthritis, multiple sclerosis, and other diseases. Health issues like these can be challenging to manage and we want to assure that You receive safe, effective treatment.

Providing coverage under the best benefit (Pharmacy or medical) is the first step. Specialty medications which You can give to Yourself are best managed under the Pharmacy benefit. Drugs which require a medical professional to give to You will be provided under Your medical benefit.

Anthem also requires Precertification for certain Specialty Drugs under the medical benefit. This means that a clinical review is required before the Drug is approved. Precertification assures consistent use of effective medications based on our medical policies and treatment guidelines. We also review for correct dose and frequency as well. During this time, our pharmacists will work with Your Physician to incorporate additional dose reduction opportunities that are still clinically appropriate for You. Your Physician will contact us for Precertification and provide us with the clinical information needed for us to review the request.

Our final focus is on the setting in which Your treatment may occur. There are multiple options available to You typically selected by Your Physician. Did You know that the outpatient Hospital setting can be 2-3 times more costly than other sites? Receiving care in a lower cost site which can meet Your specific needs can help You and Your Employer save money and can also possibly provide You with more convenient options in which to receive Your Drug treatment. Anthem's Site of Care program requires that Your prescriber provide information on the level of care that You need. You may be redirected to receive Your care in Your Physician's office, an infusion center, or from a home infusion Provider instead of the outpatient Hospital.

All of these approaches work cohesively together to help You with Your medical Specialty Drug needs.

### **Prescription Drugs Administered by a Medical Provider**

This Plan covers Prescription Drugs, including Specialty Drugs, that must be administered to You as part of a doctor's visit, Home Healthcare visit, or at an outpatient Facility when they are Covered Services. This may include Drugs for infusion therapy, chemotherapy, blood products, certain injectables, and any Drug that must be administered by a Provider. This section applies when a Provider orders the Drug and a medical Provider administers it to You in a medical setting. Benefits for Drugs You inject or get from a retail Pharmacy (i.e., self-administered Drugs) are not covered.

#### **Covered Prescription Drugs**

To be a Covered Service, Prescription Drugs must be approved by the Food and Drug Administration (FDA) and, under Federal law, require a Prescription. Prescription Drugs must be prescribed by a licensed Provider, and Controlled Substances must be prescribed by a licensed Provider with an active DEA license.

Compound Drugs are a Covered Service when a commercially available dosage form of a Medically Necessary medication is not available, all the ingredients of the compound Drug are FDA approved, require a Prescription to dispense, and are not essentially the same as an FDA approved product from a Drug manufacturer. Non-FDA approved, non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.

#### **What's Not Covered**

1. Compound Drugs will not be covered unless all of the ingredients are FDA approved and cannot be essentially the same as an FDA-approved Prescription product already on the market. The ingredients in the compound must also require a Prescription to dispense. This means that if the compound contains ingredients that may be purchased over-the-counter, it would not be covered. Ingredients such as the compound base ingredient (non-proprietary cream, ointment, or like product) or an adjuvant are not subject to these limitations.
2. Drugs not approved by the FDA.

### **Important Details About Prescription Drug Coverage**

Your Plan includes certain features to determine when Prescription Drugs should be covered, which are described below. As part of these features, Your prescribing doctor may be asked to give more details before the Plan decides if the Prescription Drug is eligible for coverage. In order to determine if the Prescription Drug is eligible for coverage, the Claims Administrator has established criteria.

The criteria, which are called drug edits, may include requirements regarding one or more of the following:

- Quantity, dose, and frequency of administration.
- Specific clinical criteria including, but not limited to, requirements regarding age, test result requirements, and/or presence of a specific condition or disease.
- Specific Provider qualifications including, but not limited to, REMS certification (Risk, Evaluation, and Mitigation Strategies).

- Step therapy, requiring one Drug, Drug regimen, or treatment be used prior to use of another Drug, Drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.
- Use of an Anthem Prescription Drug List (a Formulary developed by the Claims Administrator which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost-effectiveness).

### **Precertification**

Precertification may be required for certain Prescription Drugs to help make sure proper use and guidelines for Prescription Drug coverage are followed. The Claims Administrator will give the results of the Plan's decision to both You and Your Provider.

For a list of Prescription Drugs that need Precertification, please call the phone number on the back of Your Identification Card. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under Your Plan. Your Provider may check with the Claims Administrator to verify Prescription Drug coverage, to find out which drugs are covered under this section, and if any drug edits apply.

Please refer to the section **Healthcare Management – Precertification** for more details.

If Precertification is denied, You have the right to file an appeal as outlined in the Your Right to Appeal section of this Benefit Booklet.

### **Designated Pharmacy Provider**

The Plan in its sole discretion, may establish one or more Designated Pharmacy Provider programs which provide specific Pharmacy services (including shipment of Prescription Drugs) to Members. A Network Provider is not necessarily a Designated Pharmacy Provider. To be a Designated Pharmacy Provider, the Network Provider must have signed a Designated Pharmacy Provider Agreement with the Claims Administrator. You or Your Provider can contact Member Services to learn which Pharmacy or Pharmacies are part of a Designated Pharmacy Provider program.

For Prescription Drugs that are shipped to You or Your Provider and administered in Your Provider's office, You and Your Provider are required to order from a Designated Pharmacy Provider. A Patient Care coordinator will work with You and Your Provider to obtain Precertification and to assist shipment to Your Provider's office.

You may also be required to use a Designated Pharmacy Provider to obtain Prescription Drugs for treatment of certain clinical conditions such as Hemophilia. The Plan reserves the right to modify the list of Prescription Drugs as well as the setting and/or level of care in which the care is provided to You. The Plan may from time to time, change with or without advance notice the Designated Pharmacy Provider for a Drug. If in the Plan's discretion, such change can help provide cost-effective, value-based and/or quality services.

If You are required to use a Designated Pharmacy Provider and You choose not to obtain Your Prescription Drug from a Designated Pharmacy Provider, coverage will be provided at the Out-of-Network level.

You can get the list of the Prescription Drugs covered under this section by calling Member Services at the phone number on the back of Your Identification Card or check the Claims Administrator's website at [www.anthem.com](http://www.anthem.com).

### **Therapeutic Substitution**

Therapeutic substitution is an optional program that tells You and Your Providers about alternatives to certain prescribed Drugs. The Claims Administrator may contact You and Your Provider to make You aware of these choices. Only You and Your Provider can determine if the therapeutic substitute is right for You. For questions or issues about therapeutic Drug substitutes, call Member Services at the phone number on the back of Your Identification Card.

## LIMITATIONS AND EXCLUSIONS

These limitations and exclusions apply even if a qualified practitioner has performed or prescribed a Medically Necessary procedure, treatment, or supply. This does not prevent Your qualified practitioner from providing or performing the procedure, treatment, or supply. Regardless, the procedure, treatment, or supply will not be a covered expense.

1. Any disease or Injury resulting from a war, declared or not, or any military duty or any release of nuclear energy. Also excluded are charges for services directly related to military service provided or available from the Veterans' Administration or military Facilities except as required by law.
2. Services for Custodial Care.
3. Services for confinement for custodial or convalescent care, rest cures, or long-term custodial Hospital care.
4. Dental care and treatment and oral surgery (by Physicians or dentists) including dental surgery; dental appliances; dental prostheses such as crowns, bridges, or dentures; implants; orthodontic care; operative restoration of teeth (fillings); dental extractions; endodontic care; apicoectomies; excision of radicular cysts or granuloma; treatment of dental caries, gingivitis, or periodontal disease by gingivectomies or other periodontal surgery. Any treatment of teeth, gums, or tooth-related service except otherwise specified as covered in this Benefit Booklet.
5. Charges for treatment received before coverage under this option began or after it is terminated.
6. Treatments, procedures, equipment, Drugs, devices, or supplies (hereafter called "services") which are, in the Claims Administrator's judgment, Experimental or Investigational for the diagnosis for which the Member is being treated.
7. Services, treatment, or supplies not generally accepted in medical practice for the prevention, diagnosis, or treatment of an illness or Injury, as determined by the Claims Administrator.
8. Foot care only to improve comfort or appearance, routine care of corns, calluses, toenail (except surgical removal or care rendered as treatment of the diabetic foot or ingrown toenails), flat feet, fallen arches, weak feet, chronic foot strain, or asymptomatic complaints related to the feet. Coverage is available, however, for Medically Necessary foot care required as part of the treatment of diabetes and for Members with impaired circulation to the lower extremities.
9. Shoe inserts, orthotics (will be covered if prescribed by a Physician for diseases of the foot or systemic diseases that affect the foot such as diabetes when deemed Medically Necessary).
10. Treatment where payment is made by any local, state, or Federal government (except Medicaid), or for which payment would be made if the Member had applied for such benefits. Services that can be provided through a government program for which You as a member of the community are eligible for participation. Such programs include, but are not limited to, school speech and reading programs.
11. Medicare – For which benefits are payable under Medicare Parts A and/or B or would have been payable if You had applied for Parts A and/or B, except as listed in this Benefit Booklet or as required by Federal law, as described in the section titled "Medicare" in **General Information**. If You do not enroll in Medicare Part B when You are eligible, You may have large Out-of-Pocket costs. Please refer to Medicare.gov for more details on when You should enroll and when You are allowed to delay enrollment without penalties.
12. Services covered under Workers' Compensation, no-fault automobile insurance and/or services covered by similar statutory programs.
13. Court-ordered services, or those required by court order as a condition of parole or probation, unless Medically Necessary and approved by the Plan.
14. Outpatient Prescription Drugs prescribed by a Physician and purchased or obtained from a retail Pharmacy or retail pharmacist or a mail service Pharmacy are excluded. These may be covered by a separate drug card program but not under this medical Plan. Although coverage for outpatient Prescription Drugs obtained from a retail Pharmacy or pharmacist or mail service Pharmacy is excluded, certain Prescription Drugs are covered under Your medical benefits when rendered in a Hospital, in a Physician's office, or as part of a Home Healthcare benefit. Therefore, this exclusion does not apply to Prescription Drugs provided as Ancillary Services during an Inpatient stay or an Outpatient Surgical procedure; to Prescription Drugs used in

conjunction with a diagnostic service; Chemotherapy performed in the office; home infusion or home IV therapy, nor drugs administered in Your Physician's office.

15. Drugs, devices, products, or supplies with over-the-counter equivalents, and any Drugs, devices, products, or supplies that are therapeutically comparable to an over-the-counter Drug, device, product, or supply.
16. Care, supplies, or equipment not Medically Necessary, as determined by the Claims Administrator, for the treatment of an Injury or illness. This includes, but is not limited to, care which does not meet The Claims Administrator's medical policy, clinical coverage guidelines, or benefit policy guidelines.
17. Vitamins, minerals, and food supplements, as well as vitamin injections not determined to be Medically Necessary in the treatment of a specific illness. Nutritional supplements, services, supplies, and/or nutritional sustenance products (food) related to enteral feeding, except when determined to be Medically Necessary.
18. Services for Hospital confinement primarily for diagnostic studies.
19. Cosmetic Surgery, reconstructive surgery, pharmacological services, nutritional regimens, or other services for beautification, or treatment relating to the consequences of, or as a result of, Cosmetic Surgery, except for reconstructive surgery following a mastectomy or when Medically Necessary to correct damage caused by an accident, an Injury or to correct a congenital defect.
20. Donor Search/Compatibility, except as otherwise indicated.
21. Contraceptive Drugs, except for any above stated covered contraceptive devices.
22. In-vitro Fertilization, Artificial Insemination and as indicated on the Plan Design.
23. Hair transplants, hairpieces, or wigs (except when necessitated by disease), wig maintenance, or Prescriptions or medications related to hair growth.
24. Services and supplies primarily for educational, vocational, or training purposes, including but not limited to, structured teaching, applied behavioral analysis, or educational interventions, except as expressly provided in this Benefit Booklet.
25. Religious, marital, and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling, and sex therapy.
26. Christian Science practitioner services.
27. Services and supplies for smoking cessation programs and treatment of nicotine addiction, including gum, patches, and Prescription Drugs to eliminate or reduce the dependency on or addiction to tobacco and tobacco products unless otherwise required by law.
28. Services provided in a halfway house.
29. Treatment or services provided by a non-licensed Provider, or that do not require a license to provide; services that consist of supervision by a Provider of a non-licensed person; services performed by a relative of a Member for which, in the absence of any health benefits coverage, no charge would be made; services provided to the Member by a local, state, or Federal government agency, or by a public school system or school district, except when the Plan's benefits must be provided by law; services if the Member is not required to pay for them or they are provided to the Member for free.
30. Services or supplies provided by a member of Your family or household.
31. Charges or any portion of a charge in excess of the Maximum Allowed Amount as determined by the Claims Administrator except for Surprise Billing Claims as outlined in the Consolidated Appropriations Act of 2021 Notice in the **Health Benefits Coverage Under Federal Law**.
32. Fees or charges made by an individual, agency or Facility operating beyond the scope of its license.
33. Services and supplies for which You have no legal obligation to pay, or for which no charge has been made or would be made if You had no health insurance coverage.
34. Charges for any of the following:
  - a. Failure to keep a scheduled visit.
  - b. Completion of claim forms or medical records or reports unless otherwise required by law.
  - c. For Physician or Hospital's stand-by services.
  - d. For holiday or overtime rates.
  - e. Membership, administrative, or access fees charged by Physicians or other Providers. Examples of administrative fees include, but are not limited to, fees charged for educational brochures or calling a patient to provide their test results.

- f. Specific medical reports including those not directly related to the treatment of the Member, e.g., employment or insurance physicals, and reports prepared in connection with litigation.
- 35. Separate charges by interns, residents, house Physicians, or other healthcare professionals who are employed by the covered Facility, which makes their services available.
- 36. Personal comfort items such as those that are furnished primarily for Your personal comfort or convenience, including those services and supplies not directly related to medical care, such as guest's meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, and take-home supplies.
- 37. Reversal of vasectomy or reversal of tubal ligation.
- 38. Salabrasion, chemosurgery, and other such skin abrasion procedures associated with the removal of scars, tattoos, and actinic changes and/or which are performed as a treatment for acne.
- 39. Services for outpatient therapy or rehabilitation other than those specifically listed as covered in this Benefit Booklet. Excluded forms of therapy include, but are not limited to, primal therapy, chelation therapy, Rolting, psychodrama, megavitamin therapy, purging, bioenergetic therapy, in-home wrap around treatment, wilderness therapy and boot camp therapy.
- 40. Vision care services and supplies, including but not limited to, eyeglasses, contact lenses, and related services, analysis of vision or the testing of its acuity, service or devices to correct vision or for advice on such service. Orthoptic training is covered. This exclusion does not apply for initial prosthetic lenses or sclera shells following intraocular surgery or for soft contact lenses due to a medical condition, i.e., diabetes.
- 41. Related to radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy; and surgery, services or supplies for the surgical correction of nearsightedness and/or astigmatism or any other correction of vision due to a refractive problem.
- 42. Services for weight loss programs, weight loss surgery, and supplies. Weight loss programs include, but are not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, and LA Weight Loss).
- 43. Private Duty Nursing
- 44. Hearing aids, hearing devices, or examinations for prescribing or fitting them, except as otherwise indicated in the **Benefits** section.
- 45. Methadone clinics
- 46. Non-Approved Facility – Services from a Provider at a Facility that does not meet the definition of Facility.
- 47. Services for any form of telecommunication except as otherwise indicated in the **Benefits** section.
- 48. Fraud, Waste, Abuse, and Other Inappropriate Billing Services from an Out-of-Network Provider who are determined to be not payable as a result of fraud, waste, abuse, or inappropriate billing activities, including an Out-of-Network Provider's failure to submit medical records required to determine the appropriateness of a claim.

# CLAIMS PAYMENT

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

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

## How to File Claims

Under normal conditions, the Claims Administrator should receive the proper claim form within **18** months after the service was provided. This section of the Benefit Booklet describes when to file a benefits claim and when a Hospital or Physician will file the claim for You.

Each person enrolled through the Plan receives an Identification Card. Remember, in order to receive full benefits, You must receive treatment from a Network Provider. When admitted to a Network Hospital, present Your Identification Card. Upon discharge, You will be billed only for those charges not covered by the Plan.

**Residents of Georgia, and Missouri, must use POS Network Providers.**

When You receive Covered Services from a Network Physician or other Network licensed healthcare Provider, ask him or her to complete a claim form. Payment for Covered Services will be made directly to the Provider.

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

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

## Maximum Allowed Amount

### General

This section describes how the Claims Administrator determines the amount of reimbursement for Covered Services. Reimbursement for services rendered by Network and Out-of-Network Providers is based on this Plan's Maximum Allowed Amount for the Covered Service that You receive. Please refer to the "Inter-Plan Arrangements" section for additional information.

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

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

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

\*Surprise Billing Claims are described in the Consolidated Appropriations Act of 2021 Notice in the **Health Benefits Coverage Under Federal Law**. Please refer to that section for further details.

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

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

### **Provider Network Status**

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

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

Providers who have not signed any contract with the Claims Administrator and are not in any of the Claims Administrator's networks are Out-of-Network Providers, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary Providers.

We will calculate the Maximum Allowed Amount for Covered Services You receive from an Out-of-Network Provider using one of the following:

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

6. An amount as required by applicable state law.

Providers who are not contracted for this product, but contracted for other products with the Claims Administrator, are also considered Out-of-Network. For this Plan, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between us and that Provider specifies a different amount or if Your claim involves a Surprise Billing Claim.

For Covered Services rendered outside the Claims Administrator's Service Area by Out-of-Network Providers, claims may be priced using the local Blue Cross Blue Shield plan's non-participating Provider fee schedule/rate or the pricing arrangements required by applicable state or Federal law. In certain situations, the Maximum Allowed Amount for out of area claims may be based on billed charges, the pricing the Plan would use if the healthcare services had been obtained within the Claims Administrator's Service Area, or a special negotiated price.

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

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

#### **Member Cost Share**

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

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

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

#### **Authorized Services**

In some circumstances, such as where there is no Network Provider available for the Covered Service, the Plan may authorize the Network cost-share amounts (Deductible, Copayment, and/or Coinsurance) to apply to a claim for a Covered Service You receive from an Out-of-Network Provider (this is referred to as "In-For-Out Benefit Treatment"). In such circumstance, You must contact the Claims Administrator in advance of obtaining the Covered Service in order to get approval for In-For-Out Benefit Treatment. The Plan will authorize the Network cost-share amounts to apply to a claim for Covered Services if You receive Emergency Services from an Out-of-Network Provider. If the Plan authorizes a Network cost-share amount for Non-Emergency Care for Covered Services provided by an Out-of-Network Provider, You also may still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge unless Your claim involves a Surprise Billing Claim. Please contact Member Services for Authorized Services information or to request authorization.

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

The Plan may combine the reimbursement of Covered Services when more than one service is performed during the same session. Reimbursement is limited to the Plan's Maximum Allowed Amount. If services are performed

by Out-of-Network Providers, then You are responsible for any amounts charged in excess of the Plan's Maximum Allowed Amount with or without a referral or regardless if allowed as an Authorized Service. Contact the Claims Administrator for more information.

### **Processing Your Claim**

You are responsible for submitting Your claims for expenses not normally billed by and payable to a Hospital or Physician. Always make certain You have Your Identification Card with You. Be sure Hospital or Physician's office personnel copy Your name, and identification numbers (including the 3-letter prefix) accurately when completing forms relating to Your coverage.

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

To receive benefits, a properly completed claim form with any necessary reports and records must be filed by You within **18** months of the date of service. Payment of claims will be made as soon as possible following receipt of the claim, unless more time is required because of incomplete or missing information. In this case, You will be notified of the reason for the delay and will receive a list of all information needed to continue processing Your claim. After this data is received, the Claims Administrator will complete claims processing. No request for an adjustment of a claim can be submitted later than 24 months after the claim has been paid.

### **Necessary Information**

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

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

### **Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee. If applicable, we will include any such surcharge, tax, or other fee as part of the claim charge passed on to You.

### **Claims Review**

The Claims Administrator has processes to review claims before and after payment to detect fraud, waste, abuse, and other inappropriate activity. Members seeking services from Out-of-Network Providers could be balance billed by the Out-of-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

### **Notice of Claim & Proof of Loss**

After You get Covered Services, we must receive written notice of Your claim within 18 months in order for benefits to be paid. The claim must have the information we need to determine benefits. If the claim does not include enough information, we will ask for more details and it must be sent to us within 18 months or no benefits will be covered, unless otherwise required by law (e.g., Federal law allows exceptions for claims filed by the Veteran's Administration up to a maximum 6 years from the date of service.)

### **Member's Cooperation**

You will be expected to complete and submit to us all such authorizations, consents, releases, assignments, and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers' Compensation, or any other governmental program. If You fail to cooperate, You will be responsible for any charge for services.

### **Explanation of Benefits**

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

- total amounts charged for services/supplies received;
- the amount of the charges satisfied by Your coverage;
- the amount for which You are responsible (if any); and

- general information about Your appeals rights and for ERISA plans, information regarding the right to bring an action after the appeals process.

## Inter-Plan Arrangements

### Out-of-Area Services

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever You access healthcare services outside the geographic area the Claims Administrator serves (the Anthem “Service Area”), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When You receive care outside of the Anthem Service Area, You will receive it from one of two kinds of Providers. Most Providers (“participating Providers”) contract with the local Blue Cross and/or Blue Shield plan in that geographic area (“Host Blue”). Some Providers (“nonparticipating Providers”) don’t contract with the Host Blue. Explained below is how both kinds of Providers are paid.

### Inter-Plan Arrangements Eligibility – Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. Examples of claims that are not included are Prescription Drugs that You obtain from a Pharmacy and most dental or vision benefits.

#### A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, the Claims Administrator will still fulfill its contractual obligations. But the Host Blue is responsible for (a) contracting with its Providers; and (b) handling its interactions with those Providers.

When You receive Covered Services outside the Anthem Service Area and the claim is processed through the BlueCard® Program, the amount You pay is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to the Claims Administrator.

Often this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the Provider. Sometimes, it is an estimated price that takes into account special arrangements with that Provider. Sometimes, such an arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of Providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price the Plan used for Your claim because they will not be applied after a claim has already been paid.

#### B. Negotiated (non-BlueCard Program) Arrangements

With respect to one or more Host Blues, instead of using the BlueCard Program, Anthem may process Your claims for Covered Services through Negotiated Arrangements for National Accounts.

The amount You pay for Covered Services under this arrangement will be calculated based on the lower of either billed charges for Covered Services or the negotiated price (please refer to the description of negotiated price under Section A. BlueCard Program) made available to Anthem by the Host Blue.

#### C. Special Cases: Value-Based Programs

- **BlueCard® Program** - If You receive Covered Services under a Value-Based Program inside a Host Blue’s Service Area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such arrangement, except when a Host Blue passes these fees to Anthem through average pricing or fee schedule adjustments. Additional information is available upon request.

- **Value-Based Programs:** Negotiated (non-BlueCard Program) Arrangements - If Anthem has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Employer on Your behalf, Anthem will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

#### **D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee. If applicable, the Plan will include any such surcharge, tax, or other fee as part of the claim charge passed on to You.

#### **E. Nonparticipating Providers Outside the Claims Administrator's Service Area**

##### 1. Allowed Amounts and Member Liability Calculation

When Covered Services are provided outside of Anthem's Service Area by non-participating Providers, the Plan may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or Federal law. In these situations, the amount You pay for such services as Deductible, Copayment, or Coinsurance will be based on that allowed amount. Also, You may be responsible for the difference between the amount that the non-participating Provider bills and the payment the Plan will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for Out-of-Network Emergency Services.

##### 2. Exceptions

In certain situations, the Plan may use other pricing methods, such as billed charges or the pricing the Plan would use if the healthcare services had been obtained within the Anthem Service Area, or a special negotiated price to determine the amount the Plan will pay for services provided by nonparticipating Providers. In these situations, You may be liable for the difference between the amount that the nonparticipating Provider bills and the payment the Plan make for the Covered Services as set forth in this paragraph.

#### **F. Blue Cross Blue Shield Global Core® Program**

If You plan to travel outside the United States, call Member Services to find out Your Blue Cross Blue Shield Global Core® benefits. Benefits for services received outside of the United States may be different from services received in the United States. Remember to take an up-to-date health Identification Card with You.

When You are traveling abroad and need medical care, You can call the Blue Cross Blue Shield Global Core® Service Center any time. They are available 24 hours a day, seven days a week. The toll-free number is 800-810-2583. Or You can call them collect at 804-673-1177.

If You need Inpatient hospital care, You or someone on Your behalf, should contact the Claims Administrator for Preauthorization. Keep in mind, if You need Emergency medical care, go to the nearest hospital. There is no need to call before You receive care.

Please refer to the **Healthcare Management – Precertification** section in this Booklet for further information. You can learn how to get Preauthorization when You need to be admitted to the hospital for emergency or non-Emergency Care.

#### **How Claims are Paid with Blue Cross Blue Shield Global Core®**

In most cases, when You arrange Inpatient hospital care with Blue Cross Blue Shield Global Core®, claims will be filed for You. The only amounts that You may need to pay up front are any Copayment, Coinsurance, or Deductible amounts that may apply.

You will typically need to pay for the following services up front:

- Doctors services;
- Inpatient hospital care not arranged through Blue Cross Blue Shield Global Core®; and
- Outpatient services.

You will find the address for mailing the claim on the form.

When You need Blue Cross Blue Shield Global Core® claim forms, You can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global Core® Service Center at the numbers above; or
- Online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com)

You will find the address for mailing the claim on the form.

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

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

### **Assignment**

You authorize the Claims Administrator, in its own discretion and on behalf of the Employer, to make payments directly to Providers for Covered Services. In no event, however, shall the Plan's right to make payments directly to a Provider be deemed to suggest that any Provider is a beneficiary with independent claims and appeal rights under the Plan. The Claims Administrator also reserves the right, in its own discretion, to make payments directly to You as opposed to any Provider for Covered Service. In the event that payment is made directly to You, You have the responsibility to apply this payment to the claim from the Out-of-Network Provider. Payments and notice regarding the receipt and/or adjudication of claims may also be sent to an Alternate Recipient (which is defined herein as any child of a subscriber who is recognized under a "Qualified Medical Child Support Order" as having a right to enrollment under the Employer's Plan), or that person's custodial parent or designated representative. Any payments made by the Claims Administrator (whether to any Provider for Covered Service or You) will discharge the Employer's obligation to pay for Covered Services. You cannot assign Your right to receive payment to anyone, except as required by a "Qualified Medical Child Support Order" as defined by, and if subject to, ERISA or any applicable Federal law.

The coverage, rights, and benefits under the Plan are not assignable by any Member without the written consent of the Plan, except as provided above. This prohibition against assignment includes rights to receive payment, claim benefits under the Plan and/or law, sue or otherwise begin legal action, or request Plan documents or any other information that a Participant or beneficiary may request under ERISA, if subject to ERISA. Any assignment made without written consent from the Plan will be void and unenforceable.

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

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

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

If You have questions about Your coverage, contact Your Plan Administrator or the Claims Administrator's Member Services Department. Be sure to always give Your Member identification number.

#### **When asking about a claim, give the following information:**

- Identification number;
- Patient's name and address;
- Date of service and type of service received; and
- Provider name and address (Hospital or Physician).

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

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

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

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

## YOUR RIGHT TO APPEAL

The Plan wants Your experience to be as positive as possible. There may be times, however, when You have a complaint, problem, or question about Your Plan or a service You have received. In those cases, please contact Member Services by calling the number on the back of Your Identification Card. The Claims Administrator will try to resolve Your complaint informally by talking to Your Provider or reviewing Your claim. If You are not satisfied with the resolution of Your complaint, You have the right to file an appeal, which is defined as follows:

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

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

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

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

The procedure the Claims Administrator will follow will satisfy the requirements for a full and fair review under applicable Federal regulations.

### **Notice of Adverse Benefit Determination**

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

- Information sufficient to identify the claim involved;
- The specific reason(s) for the denial;
- A reference to the specific Plan provision(s) on which the Claims Administrator’s determination is based;
- A description of any additional material or information needed to perfect Your claim;
- An explanation of why the additional material or information is needed;
- A description of the Plan’s review procedures and the time limits that apply to them, including a statement of Your right to bring a civil action under ERISA, if this Plan is subject to ERISA, within one year of the grievance or appeal decision if You submit a grievance or appeal and the claim denial is upheld;
- Information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about Your right to request a copy of it free of charge, along with a discussion of the claim’s denial decision;
- Information about the scientific or clinical judgment for any determination based on Medical Necessity or experimental treatment, or about Your right to request this explanation free of charge, along with a discussion of the claim’s denial decision; and
- Information regarding Your potential right to an External Appeal pursuant to Federal law.

For claims involving urgent/concurrent care:

- The Claims Administrator’s notice will also include a description of the applicable urgent/concurrent review process; and
- The Claims Administrator may notify You or Your authorized representative within 72 hours orally and then furnish a written notification.

### **Appeals**

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

The Claims Administrator shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent with the entity reviewing the appeal. The time frame allowed for the Claims Administrator to complete its review is dependent upon the type of review involved (e.g., pre-service, concurrent, post-service, urgent, etc.).

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

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

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

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

**You must include Your Member identification number when submitting an appeal.**

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

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

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

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

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

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

If the denial was based in whole or in part on a medical judgment, including whether the treatment is experimental, investigational, or not Medically Necessary, the reviewer will consult with a healthcare professional who has the appropriate training and experience in the medical field involved in making the judgment. This

healthcare professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

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

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

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

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

#### **Appeal Denial**

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

If, after the Plan's denial, the Claims Administrator considers, relies on, or generates any new or additional evidence in connection with Your claim, the Claims Administrator will provide You with that new or additional evidence, free of charge. The Claims Administrator will not base its appeal decision on a new or additional rationale without first providing You (free of charge) with, and a reasonable opportunity to respond to, any such new or additional rationale. If the Claims Administrator fails to follow the Appeal procedures outlined under this section the Appeals process may be deemed exhausted. However, the Appeals process will not be deemed exhausted due to minor violations that do not cause, and are not likely to cause, prejudice or harm so long as the error was for good cause or due to matters beyond the Claims Administrator's control.

#### **Voluntary Second Level Appeals**

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

#### **External Review**

If the outcome of the mandatory first level appeal is adverse to You and it was based on medical judgment, or if it pertained to a rescission of coverage, You may be eligible for an independent External Review pursuant to Federal law.

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

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

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

- the identity of the claimant;
- the date(s) of the medical service;
- the specific medical condition or symptom;
- the Provider's name;
- the service or supply for which approval of benefits was sought; and

- any reasons why the appeal should be processed on a more expedited basis.

For Surprise Billing Claims, if Your claim for the date of service starting 01/01/2022 and after is not paid in full and is related to Emergency Services or Air Ambulance Services from an Out-of-Network Provider, or Covered Services from an Out-of-Network Provider at a Network Facility, and You believe the Claims Administrator priced those claims as Out-of-Network Benefits, You have the right to request an external review by an Independent Review Organization. If eligible for an independent external review, there is no cost to You. You have four months from the date You receive this letter to ask for an independent external review. Your request must be in writing to the address noted in this section.

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

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

**You must include Your Member identification number when submitting an appeal.**

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

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

No lawsuit or legal action of any kind related to a benefit decision may be filed by You in a court of law or in any other forum, unless it is commenced within one year of the Plan's final decision on the claim or other request for benefits. If the Plan decides an appeal is untimely, the Plan's latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the Plan's internal appeals procedure, but not including any voluntary level of appeal, before filing a lawsuit, or taking other legal action of any kind against the Plan. If Your health benefit Plan is sponsored by Your Employer and subject to the Employee Retirement Income Security Act of 1974 (ERISA) and Your appeal as described above results in an adverse benefit determination, You have a right to bring a civil action under Section 502(a) of ERISA within one year of appeal decision.

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

## COORDINATION OF BENEFITS (COB)

This Coordination of Benefits (COB) provision applies when You have healthcare coverage under more than one Plan.

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

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

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

### COB Definitions

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

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

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

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

The order of benefit determination rules determines whether this Plan is a Primary Plan or Secondary Plan when You have healthcare coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

**Allowable expense** is a healthcare expense, including Deductibles, Coinsurance, and Copayments, that is covered at least in part by any Plan covering You. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering You is not an Allowable expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging You is not an Allowable

expense; however, if a Provider has a contractual agreement with both the Primary and Secondary Plans, then the higher of the contracted fees is the Allowable expense, and the Provider may charge up to the higher contracted fee.

The following are non-Allowable expenses:

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

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

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

### **Order of Benefit Determination Rules**

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

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

1. Except as provided Paragraph 2 below, a Plan that does not contain a Coordination of Benefits provision that is consistent with this COB provision is always primary unless the provisions of both Plans state that the complying Plan is primary.
2. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage will be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are placed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide Out-of-Network benefits.

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

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

**Rule 1 – Non-Dependent or Dependent.** The Plan that covers You other than as a Dependent, for example as an Employee, Member, policyholder, subscriber, or retiree is the Primary Plan, and the Plan that covers You as a

Dependent is the Secondary Plan. However, if You are a Medicare beneficiary and, as a result of Federal law, Medicare is secondary to the Plan covering You as a Dependent and primary to the Plan covering You as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering You as an Employee, Member, policyholder, subscriber, or retiree is the Secondary Plan and the other Plan covering You as a Dependent is the Primary Plan.

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

1. For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
  - The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
2. For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the Dependent child's healthcare expenses or healthcare coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan Years commencing after the plan is given notice of the court decree;
  - If a court decree states that both parents are responsible for the Dependent child's healthcare expenses or healthcare coverage, the provisions of 1. above will determine the order of benefits;
  - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the healthcare expenses or healthcare coverage of the Dependent child, the provisions of 1. above will determine the order of benefits; or
  - If there is no court decree assigning responsibility for the Dependent child's healthcare expenses or healthcare coverage, the order of benefits for the child are as follows:
    - the Plan covering the custodial parent;
    - the Plan covering the Spouse of the custodial parent;
    - the Plan covering the non-custodial parent; and then,
    - the Plan covering the Spouse of the non-custodial parent.
3. For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of items 1. or 2. above will determine the order of benefits as if those individuals were the parents of the child.
4. For a Dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a Spouse's plan, Rule 5 applies. In the event the Dependent child's coverage under the Spouse's plan began on the same date as the Dependent child's coverage under either or both parents' plans, the order of benefits will be determined by applying the birthday rule in item 1. above to the Dependent child's parent(s) and the Dependent's Spouse.

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

**Rule 4 – COBRA.** If You are covered under COBRA or under a right of continuation provided by other Federal law and are covered under another Plan, the Plan covering You as an Employee, Member, subscriber, or retiree, or covering You as a Dependent of an Employee, Member, subscriber, or retiree is the Primary Plan and the COBRA or other Federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if "Rule 1 – Non-Dependent or Dependent" can determine the order of benefits. This rule does not apply when the

person is covered either: (a) as a non-Dependent under both Plans (i.e., the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the Group Health Plan as an Employee or as a retired Employee and is covered under his or her own Plan as an Employee, Member, subscriber, or retiree); or (b) as a Dependent under both plans (i.e., the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the Group Health Plan as Dependent of an Employee Member or, Member, subscriber, or retired Employee and is covered under the other plan as a Dependent of an Employee, Member, subscriber, or retiree).

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

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

### **Secondary to Other Coverage**

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

### **Effect on the Benefits of this Plan**

When a Member is covered under two or more Plans which together pay more than this Plan's benefits, the Plan will pay this Plan's benefits according to the Order of Benefit Determination Rules. This Plan's benefit payments will not be affected when it is Primary. However, when this Plan is Secondary under the Order of Benefit Determination Rules, benefits payable by this Plan will be reduced by the combined benefits of all other Plans covering You or Your Dependent.

When the benefits of this Plan are reduced, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan. If this Plan is secondary, the combined benefits of this Plan and the other Plan will never exceed what would have been provided by this Plan if primary. No benefits will be provided by this Plan when the amount paid by the other Plan is equal to or greater than the amount this Plan would have paid if Primary.

If You are enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one closed panel plan, COB will not apply between that Plan and other closed panel plans.

### **Right to Receive and Release Needed Information**

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

### **Facility of Payment**

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

## **Right of Recovery**

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

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

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

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

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

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

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

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

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

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

# **SUBROGATION AND REIMBURSEMENT**

These Subrogation and Reimbursement provisions apply when the Plan pays benefits as a result of Injuries or illnesses You sustained, and You have a right to a Recovery or have received a Recovery from any source.

## **Definitions**

As used in these Subrogation and Reimbursement provisions, “You” or “Your” includes anyone on whose behalf the plan pays benefits. These Subrogation and Reimbursement provisions apply to all current or former Plan participants and Plan beneficiaries. The provisions also apply to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the Plan. The Plan’s rights under these provisions shall also apply to the personal representative or administrator of Your estate, Your heirs or beneficiaries, minors, and legally impaired persons. If the Member is a minor, any amount recovered by the minor, the minor’s trustee, guardian, parent, or other representative, shall be subject to these Subrogation and Reimbursement provisions. Likewise, if the Member’s relatives, heirs, and/or assignees make any Recovery because of Injuries sustained by the Member, or because of the death of the Member, that Recovery shall be subject to this provision, regardless of how any Recovery is allocated or characterized.

As used in these Subrogation and Reimbursement provisions, “Recovery” includes, but is not limited to, monies received from any person or party, any person’s or party’s liability insurance coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, workers’ compensation insurance or fund, premises medical payments coverage, restitution or “no-fault” or personal Injury protection insurance, and/or automobile medical payments coverage, or any other first or third party insurance coverage, whether by lawsuit, settlement, or otherwise. Regardless of how You or Your representative or any agreements allocate or characterize the money You receive as a Recovery, it shall be subject to these provisions.

## **Subrogation**

Immediately upon paying or providing any benefit under the Plan, the Plan shall be subrogated to, or stand in the place of, all of Your rights of Recovery with respect to any claim or potential claim against any party, due to an Injury, illness or condition to the full extent of benefits provided or to be provided by the Plan. The Plan has the right to recover payments it makes on Your behalf from any party or insurer responsible for compensating You for Your illnesses or Injuries. The Plan has the right to take whatever legal action it sees fit against any person, party, or entity to recover the benefits paid under the Plan. The Plan may assert a claim or file suit in Your name and take appropriate action to assert its subrogation claim, with or without Your consent. The Plan is not required to pay You part of any Recovery it may obtain, even if it files suit in Your name.

## **Reimbursement**

If You receive any payment as a result of an Injury, illness, or condition, You agree to reimburse the Plan first from such payment for all amounts the Plan has paid and will pay as a result of that Injury, illness, or condition, up to and including the full amount of Your Recovery. If You obtain a Recovery and the Plan has not been repaid for the benefits the Plan paid on Your behalf, the Plan shall have a right to be repaid from the Recovery in the amount of the benefits paid on Your behalf. You must promptly reimburse the Plan from any Recovery to the extent of benefits the Plan paid on Your behalf regardless of whether the payments You receive make You whole for Your losses, illnesses, and/or Injuries.

## **Secondary to Other Coverage**

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

## **Assignment**

In order to secure the Plan’s rights under these Subrogation and Reimbursement provisions, You agree to assign to the Plan any benefits or claims or rights of Recovery You have under any automobile policy or other coverage, to the full extent of the Plan’s Subrogation and Reimbursement claims. This assignment allows the Plan to pursue any claim You may have regardless of whether You choose to pursue the claim.

## **Applicability to All Settlements and Judgments**

Notwithstanding any allocation or designation of Your Recovery made in any settlement agreement, judgment, verdict, release, or court order, the Plan shall have a right of full Recovery, in first priority, against any Recovery You make. Furthermore, the Plan's rights under these Subrogation and Reimbursement provisions will not be reduced due to Your own negligence. The terms of these Subrogation and Reimbursement provisions shall apply and the Plan is entitled to full Recovery regardless of whether any liability for payment is admitted and regardless of whether the terms of any settlement, judgment, or verdict pertaining to Your Recovery identify the medical benefits the Plan provided or purport to allocate any portion of such Recovery to payment of expenses other than medical expenses. The Plan is entitled to recover from any Recovery, even those designated as being for pain and suffering, non-economic damages, and/or general damages only.

## **Constructive Trust**

By accepting benefits from the Plan, You agree that if You receive any payment as a result of an Injury, illness, or condition, You will serve as a constructive trustee over those funds. You and Your legal representative must hold in trust for the Plan the full amount of the Recovery to be paid to the Plan immediately upon receipt. Failure to hold such funds in trust will be deemed a breach of Your fiduciary duty to the Plan. Any Recovery You obtain must not be dissipated or disbursed until such time as the Plan has been repaid in accordance with these Subrogation and Reimbursement provisions.

## **Lien Rights**

The Plan will automatically have a lien to the extent of benefits paid by the Plan for the treatment of Your illness, Injury, or condition upon any Recovery related to treatment for any illness, Injury, or condition for which the Plan paid benefits. The lien may be enforced against any party who possesses funds or proceeds from Your Recovery including, but not limited to, You, Your representative or agent, and/or any other source possessing funds from Your Recovery. You and Your legal representative acknowledge that the portion of the Recovery to which the Plan's equitable lien applies is a Plan asset. The Plan shall be entitled to equitable relief, including without limitation restitution, the imposition of a constructive trust, or an injunction, to the extent necessary to enforce the Plan's lien and/or to obtain (or preclude the transfer, dissipation, or disbursement of) such portion of any Recovery in which the Plan may have a right or interest.

## **First-Priority Claim**

By accepting benefits from the Plan, You acknowledge the Plan's rights under these Subrogation and Reimbursement provisions are a first priority claim and are to be repaid to the Plan before You receive any Recovery for Your damages. The Plan shall be entitled to full reimbursement on a first-dollar basis from any Recovery, even if such payment to the Plan will result in a Recovery which is insufficient to make You whole or to compensate You in part or in whole for the losses, Injuries, or illnesses You sustained. The "made-whole" rule does not apply. To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the Plan's subrogation claim and any claim held by You, the Plan's subrogation claim shall be first satisfied before any part of a Recovery is applied to Your claim, Your attorney fees, other expenses, or costs. The Plan is not responsible for any attorney fees, attorney liens, other expenses, or costs You incur. The "common fund" doctrine does not apply to any funds recovered by any attorney You hire regardless of whether funds recovered are used to repay benefits paid by the Plan.

## **Cooperation**

You agree to cooperate fully with the Plan's efforts to recover benefits paid. The duty to cooperate includes, but is not limited, to the following:

- You must promptly notify the Plan of how, when, and where an accident or incident resulting in personal Injury or illness to You occurred, all information regarding the parties involved, and any other information requested by the Plan.
- You must notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Your Injury, illness, or condition.
- You must cooperate with the Plan in the investigation, settlement, and protection of the Plan's rights. In the event that You or Your legal representative fails to do whatever is necessary to enable the Plan to exercise its subrogation or reimbursement rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.

- You and Your agents shall provide all information requested by the Plan, the Claims Administrator, or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the Plan may reasonably request and all documents related to or filed in personal Injury litigation.
- You recognize that to the extent that the Plan paid or will pay benefits under a capitated agreement, the value of those benefits for purposes of these provisions will be the reasonable value of those payments or the actual paid amount, whichever is higher.
- You must not do anything to prejudice the Plan's rights under these Subrogation and Reimbursement provisions. This includes, but is not limited to, refraining from making any settlement or Recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan.
- You must send the Plan copies of all police reports, notices, or other papers received in connection with the accident or incident resulting in personal Injury or illness to You.
- You must promptly notify the Plan if You retain an attorney or if a lawsuit is filed on Your behalf.
- You must immediately notify the Plan if a trial is commenced, if a settlement occurs, or if potentially dispositive motions are filed in a case.

In the event that You or Your legal representative fails to do whatever is necessary to enable the Plan to exercise its rights under these Subrogation and Reimbursement provisions, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.

If You fail to repay the Plan, the Plan shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the Plan has paid or the amount of Your Recovery, whichever is less, from any future benefit under the Plan if:

1. The amount the Plan paid on Your behalf is not repaid or otherwise recovered by the Plan; or
2. You fail to cooperate.

In the event You fail to disclose the amount of Your settlement to the Plan, the Plan shall be entitled to deduct the amount of the Plan's lien from any future benefit under the Plan.

The Plan shall also be entitled to recover any of the unsatisfied portion of the amount the Plan has paid or the amount of Your Recovery, whichever is less, directly from the Providers to whom the Plan has made payments on Your behalf. In such a circumstance, it may then be Your obligation to pay the Provider the full billed amount, and the Plan will not have any obligation to pay the Provider or reimburse You.

You acknowledge the Plan has the right to conduct an investigation regarding the Injury, illness, or condition to identify potential sources of Recovery. The Plan reserves the right to notify all parties and their agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

You acknowledge the Plan has notified You that it has the right pursuant to the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. Section 1301 *et seq.*, to share Your personal health information in exercising these Subrogation and Reimbursement provisions.

The Plan is entitled to recover its attorney's fees and costs incurred in enforcing its rights under these Subrogation and Reimbursement provisions.

### **Discretion**

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

# GENERAL INFORMATION

## **Entire Agreement**

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

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

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

## **Circumstances beyond the Control of the Plan**

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

## **Protected Health Information under HIPAA**

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

## **Workers' Compensation**

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

## **Other Government Programs**

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

## **Medicare**

Any benefits covered under both this Plan and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to Federal court decisions. Federal law controls whenever there is a conflict among state law, Booklet terms, and Federal law.

Except when Federal law requires us to be the primary payer, the benefits under this Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which Members are entitled under Medicare, including Part B. Where Medicare is the responsible payer, all sums payable by Medicare for services provided to You shall be reimbursed by or on Your behalf to us, to the extent we have made payment for such services. If You do not enroll in Medicare Part B when You are eligible, You may have large out-of-pocket costs. Please refer to [Medicare.gov](https://www.medicare.gov) for more details on when You should enroll, and when You are allowed to delay enrollment without penalties.

### **Right of Recovery and Adjustment**

Whenever payment has been made in error, the Plan will have the right to recover such payment from You or, if applicable, the Provider or otherwise make appropriate adjustment to claims.

The Claims Administrator has oversight responsibility for compliance with Provider and vendor contracts. The Claims Administrator may enter into a settlement or compromise regarding enforcement of these contracts and may retain any Recoveries made from a Provider or vendor resulting from these audits if the return of the overpayment is not feasible. Additionally, the Claims Administrator has established Recovery and adjustment policies to determine which Recoveries and adjustments are to be pursued, when to incur costs and expenses and settle or compromise Recovery or adjustment amounts. The Claims Administrator will not pursue Recoveries for overpayments or adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount. The Claims Administrator reserves the right to deduct or offset, including cross plan offsetting on Network claims and on Out-of-Network claims where the Out-of-Network Provider agrees to cross plan offsetting, any amounts paid in error from any pending or future claim.

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

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

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

### **Relationship of Parties (Claims Administrator – Network Providers)**

The relationship between the Claims Administrator and Network Providers is an independent contractor relationship. Network Providers are not agents or employees of the Claims Administrator, nor is the Claims Administrator, or any employee of the Claims Administrator, an employee or agent of Network Providers.

Your Network Provider's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to provision of services or referrals to other Providers, including Network Providers, Out-of-Network Providers, and disease management programs. If You have questions regarding such incentives or risk sharing relationships, please contact Your Provider or the Claims Administrator.

### **Anthem Note**

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

### **Notice**

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

### **Modifications or Changes in Coverage**

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

### **Fraud**

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

### **Acts beyond Reasonable Control (Force Majeure)**

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

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

### **Conformity with Law**

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

### **Clerical Error**

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

### **Policies, Procedures, and Pilot Programs**

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

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

### **Value-Added Programs**

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

### **Waiver**

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

## **Employer's Sole Discretion**

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

## **Reservation of Discretionary Authority**

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

## **Governmental Healthcare Programs**

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

## **Medical Policy and Technology Assessment**

The Claims Administrator reviews and evaluates new technology according to its technology evaluation criteria developed by its medical directors. Technology assessment criteria are used to determine the Experimental/Investigational status or Medical Necessity of new technology. Guidance and external validation of the Claims Administrator's medical policy is provided by the Medical Policy and Technology Assessment Committee (MPTAC) which consists of approximately 20 Physicians from various medical specialties, including the Claims Administrator's medical directors, Physicians in academic medicine, and Physicians in private practice.

Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to Medical Necessity criteria used to determine whether a procedure, service, supply, or equipment is covered.

## **Payment Innovation Programs**

The Claims Administrator pays Network Providers through various types of contractual arrangements. Some of these arrangements – Payment Innovation Programs (Program(s)) – may include financial incentives to help improve quality of care and promote the delivery of healthcare services in a cost-efficient manner.

These Programs may vary in methodology and subject area of focus and may be modified by the Claims Administrator from time to time, but they will be generally designed to tie a certain portion of a Network Provider's total compensation to pre-defined quality, cost, efficiency, or service standards or metrics. In some instances, Network Providers may be required to make payment to the Claims Administrator under the Program as a consequence of failing to meet these pre-defined standards.

The Programs are not intended to affect Your access to healthcare. The Program payments are not made as payment for specific Covered Services provided to You but instead, are based on the Network Provider's achievement of these pre-defined standards. You are not responsible for any Copayment or Coinsurance amounts related to payments made by or to the Claims Administrator under the Program(s), and You do not share in any payments made by Network Providers to the Claims Administrator under the Program(s).

## **Care Coordination**

The Plan pays Network Providers in various ways to provide Covered Services to You. For example, sometimes the Plan may pay Network Providers a separate amount for each Covered Service they provide. The Plan may also pay them one amount for all Covered Services related to treatment of a medical condition. Other times, the Plan may pay a periodic, fixed pre-determined amount to cover the costs of Covered Services. In addition, the Plan may pay Network Providers financial incentives or other amounts to help improve quality of care and/or promote the delivery of healthcare services in a cost-efficient manner, or compensate Network Providers for coordination of Member care. In some instances, Network Providers may be required to make payment to the Plan because they did not meet certain standards. You do not share in any payments made by Network Providers to the Plan under these programs.

## **Program Incentives**

The Plan may offer incentives from time to time, at its discretion, in order to introduce You to covered programs and services available under this Plan. The Plan may also offer with discretion the ability for You to participate in certain voluntary health or condition-focused digital applications, or use other technology-based interactive tools, or receive educational information to help You stay engaged and motivated, manage Your health, and assist in Your overall health and well-being. The purpose of these programs and incentives includes, but is not limited to, making You aware of cost-effective benefit options or services, helping You achieve Your best health, and encouraging You to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards, health related merchandise, and discounts on fees or Member cost-shares. Acceptance of these incentives is voluntary as long as the Plan offers the incentives program. Motivational rewards, awards, or points for achieving certain milestones may be a feature of the program. The Plan may discontinue a program or an incentive for a particular covered program or service at any time. If You have any questions about whether receipt of an incentive or retailer coupon results in taxable income to You, it is recommended that You consult Your tax advisor.

## **Confidentiality and Release of Information**

Applicable state and Federal law require us to undertake efforts to safeguard Your medical information.

For informational purposes only, please be advised that a statement describing our policies and procedures regarding the protection, use, and disclosure of Your medical information is available on our website and can be furnished to You upon request by contacting our Member Services department.

Obligations that arise under state and Federal law and policies and procedures relating to privacy that are referenced but not included in this Benefit Booklet are not part of the contract between the parties and do not give rise to contractual obligations.

# WHEN COVERAGE TERMINATES

## Termination of Coverage (Individual)

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

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

Coverage of the Spouse of a subscriber terminates at the end of the month when the spouse is no longer eligible for coverage or as of the date of death.

Should You or any family Members be receiving covered care in the Hospital at the time Your membership terminates for reasons other than Your Employer's cancellation of this Plan, or failure to pay the required Premiums, benefits for Hospital Inpatient care will be provided until the date You are discharged from the Hospital.

It is Your responsibility to provide accurate information and to make accurate and truthful statements, including information and statements regarding familial status, age, relationships, etc. In addition, it is Your responsibility to update previously provided information and statements and to notify the Plan Administrator of changes in status, such as a divorce or a child reaching the maximum age for coverage under the Plan. Failure to do so may result in Your coverage, including the coverage of those provided coverage through You such as Your spouse or children, being cancelled and such cancellation may be retroactive, to the extent permitted by law.

## Extended Coverage for Laid Off Employees

### Non-Bargaining Unit Employees

If Your employment status is changed to "layoff" and are enrolled in coverage under the Plan at the time of layoff, benefits under the Plan will continue through the end of the month following the month in which the Your layoff was effective. If You have not been recalled to work by the end of the extended benefits period, benefits under the Plan will end on the last day of the extended benefits period and You and Your enrolled family members will be offered continuation coverage through COBRA. For example, if You are laid off on April 29, 2020 and You and Your Spouse are enrolled in the HSA-Qualified High Deductible PPO option at the time of layoff, You and Your Spouse will have continued coverage under that medical plan option at active employee rates through May 31, 2020. If You have not returned to work by June 1, 2020, You and Your Spouse will then have the opportunity to elect to continue coverage through COBRA.

### Bargaining Unit Employees

Benefit coverage for bargaining unit employees whose employment status is changed to "layoff" will follow provisions within the collective bargaining agreement.

### Reinstatement of Benefits after Layoff Status

For both Non-Bargaining and Bargaining Unit Employees, Your benefits will be reinstated effective the first of the month in which You are returned to active status following layoff to the benefit coverage elections in effect just prior to the layoff. If You had any missed benefit deductions during the layoff benefits extension period, Your benefit deductions will be adjusted to make up for those missed deductions upon Your return.

## Continuation of Coverage (Federal Law COBRA)

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

**Qualifying Events for Continuation Coverage under Federal Law (COBRA)**

COBRA continuation coverage is available when Your group coverage would otherwise end because of certain “qualifying events.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, Your Spouse, and Your Dependent children could become qualified beneficiaries if covered on the day before the qualifying event and group coverage would be lost because of the qualifying event. Qualified beneficiaries who elect COBRA must pay for this COBRA continuation coverage.

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

Qualifying Event	Length of Availability of Coverage
<p><b><u>For Employees</u></b>                      Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer’s Health Plan Due to Reduction in Hours Worked.</p>	18 months
<p><b><u>For Spouses/Dependents</u></b>                      A Covered Employee’s Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer’s Health Plan Due to Reduction in Hours Worked.</p> <p>Covered Employee’s Entitlement to Medicare</p> <p>Divorce or Legal Separation</p> <p>Death of a Covered Employee</p>	18 months  36 months  36 months  36 months
<p><b><u>For Dependents</u></b>                      Loss of Dependent Child Status</p>	36 months

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

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

## **Second Qualifying Event**

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

## **Notification Requirements**

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

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

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

## **Trade Adjustment Act Eligibility Individual**

If You don't initially elect COBRA coverage and later become eligible for trade adjustment assistance under the U.S. Trade Act of 1974 due to the same event which caused You to be eligible initially for COBRA coverage under this Plan, You will be entitled to another 60-day period in which to elect COBRA coverage. This second 60-day period will commence on the first day of the month on which You become eligible for trade adjustment assistance. COBRA coverage elected during this second election period will be effective on the first day of the election period.

## **When COBRA Coverage Ends**

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

- a covered individual reaches the end of the maximum coverage period;
- a covered individual fails to pay a required premium on time;
- a covered individual becomes covered under any other Group Health Plan after electing COBRA;
- a covered individual becomes entitled to Medicare after electing COBRA; or
- the group terminates all of its group welfare benefit plans.

## **Other Coverage Options besides COBRA Continuation Coverage**

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for You and Your family through the Health Insurance Marketplace, Medicaid, or other Group Health Plan coverage options (such as a Spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **If You Have Questions**

Questions concerning Your Group's health Plan and Your COBRA continuation coverage rights should be addressed to the Employer. For more information about Your rights under ERISA, if this Plan is subject to ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting Group Health Plans, contact the nearest Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area, or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

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

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

Under USERRA, if the Employee (or his or her Dependents) is covered under this Plan, and if the Employee becomes absent from employment by reason of military leave, the Employee (or his or her Dependents) may have the right to elect to continue health coverage under the Plan. In order to be eligible for coverage during the period that the Employee is gone on military leave, the Employee must give reasonable notice to the Employer of his or her military leave and the Employee will be entitled to COBRA-like rights with respect to his or her medical benefits in that the Employee and his or her Dependents can elect to continue coverage under the Plan for a period of 24 months from the date the military leave commences or, if sooner, the period ending on the day after the deadline for the Employee to apply for or return to work with the Employer. During military leave, the Employee is required to pay the Employer for the entire cost of such coverage, including any elected Dependents' coverage. However, if the Employee's absence is less than 31 days, the Employer must continue to pay its portion of the premiums and the Employee is only required to pay his or her share of the premiums without the COBRA-type 2% administrative surcharge.

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

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

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

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

If the Employee chooses to continue coverage during the leave, the Employee will be given the same healthcare benefits that would have been provided if the Employee were working with the same premium contribution ratio. If the Employee's premium for continued membership in the Plan is more than 30 days late, the Employer will send written notice to the Employee. It will tell the Employee that his or her membership will be terminated and what the date of the termination will be if payment is not received by that date. This notice will be mailed at least 15 days before the termination date.

If membership in the Plan is discontinued for non-payment of premium, the Employee's coverage will be restored to the same level of benefits as those the Employee would have had if the leave had not been taken and the premium payment(s) had not been missed. This includes coverage for eligible Dependents. The Employee will not be required to meet any qualification requirements imposed by the Plan when he or she returns to work. This includes: new or additional waiting periods; waiting for an open enrollment period; or passing a medical exam to reinstate coverage.

Please contact Your Human Resources Department for state specific Family and Medical Leave Act information.

### **For More Information**

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

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

For more information about Your rights under ERISA, if this Plan is subject to ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting Group Health Plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area, or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## DEFINITIONS

### **Accidental Injury**

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

### **Administrative Services Agreement**

The agreement between the Claims Administrator and the Employer regarding the administration of certain elements of the healthcare benefits of the Employer's Group Health Plan. This Benefit Booklet, in conjunction with the Administrative Services Agreement, the application, if any, any amendment or rider, Your Identification Card, and Your application for enrollment, constitutes the entire Plan. If there is any conflict between either this Benefit Booklet or the Administrative Services Agreement and any amendment or rider, the amendment or rider shall control. If there is any conflict between this Benefit Booklet and the Administrative Services Agreement, the Administrative Services Agreement shall control.

### **Ambulance Services**

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

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

A Covered Services rendered by any Out-of-Network Provider, which has been authorized in advance (except for Emergency Care) by the Claims Administrator will be paid at the Network level. The Member may be responsible for the difference between the Out-of-Network Provider's charge and the Maximum Allowed Amount, in addition to any applicable Network Coinsurance, Copayment, or Deductible unless Your claim is a Surprise Billing Claim. For more information, please refer to the **Claims Payment** section as well as the **Consolidated Appropriations Act of 2021 Notice** in the **Health Benefits Coverage Under Federal Law** section .

### **Benefit Period**

One year, January 1 – December 31 (also called year or the calendar year). It does not begin before a Member's Effective Date. It does not continue after a Member's coverage ends.

### **Benefits Enrollment Administrator**

The company the Plan Sponsor chose to provide enrollment services in Your health benefits. Empyrean was chosen to administer the enrollment services for this Plan. The Benefits Enrollment Administrator provides an enrollment portal, customer service and COBRA services.

### **Centers of Medical Excellence (CME) Network**

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

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

### **Claims Administrator**

The company the Plan Sponsor chose to administer its health benefits. Anthem, e.g., Anthem Insurance Companies, Inc., was chosen to administer this Plan. The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

### **Coinsurance**

Your share of the cost for Covered Services, which is a percent of the Maximum Allowed Amount. You normally pay Coinsurance after You meet Your Deductible. For example, if Your Plan lists 20% Coinsurance on office visits, and the Maximum Allowed Amount is \$100, Your Coinsurance would be \$20 after You meet the Deductible. The Plan would then cover the rest of the Maximum Allowed Amount. See the **Schedule of Benefits** for details. Your Coinsurance will not be reduced by any refunds, rebates, or any other form of negotiated post-payment adjustments.

## **Combined Limit**

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

## **Complications of Pregnancy**

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

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

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

## **Congenital Anomaly**

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

## **Consolidated Appropriations Act of 2021**

Please refer to the "Consolidated Appropriations Act of 2021 Notice" in the **Health Benefits Coverage Under Federal Law** section for details.

## **Coordination of Benefits**

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

## **Copayment**

A cost-sharing arrangement in which a Member pays a specified charge for a Covered Service, such as the Copayment indicated in the Schedule of Benefits for an office visit. The Member is usually responsible for payment of the Copayment at the time the healthcare is rendered. Copayments are distinguished from Coinsurance as flat dollar amounts rather than percentages of the charges for services rendered and are typically collected by the Provider when services are rendered. Your Copayment will be the lesser of the amount shown in the **Schedule of Benefits** or the Maximum Allowed Amount.

## **Cosmetic Surgery**

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

## **Covered Dependent**

Any Dependent in a subscriber's family who meets all the requirements of the **Eligibility** section of this Benefit Booklet, has enrolled in the Plan, and is subject to administrative service fee requirements set forth by the Plan.

## **Covered Services**

Medically Necessary healthcare services and supplies that are: (a) defined as Covered Services in the Member's Plan, (b) not excluded under such Plan; (c) not Experimental/Investigative and (d) provided in accordance with such Plan.

## **Covered Transplant Procedure**

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

## **Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical personnel; (b) is not furnished by or under the supervision of such personnel or does not otherwise meet the requirements of post-Hospital Skilled Nursing Facility care; (c) is a level such that the Member has reached the maximum level of physical or mental function and is not likely to make further significant improvement. Custodial Care includes, but is not limited to, any type of care the primary purpose of which is to attend to the Member's activities of daily living which do not entail or require the continuing attention of trained medical or paramedical personnel. Examples of Custodial Care include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets, supervision of medication that can be self-administered by the Member, general maintenance care of colostomy or ileostomy, routine services to maintain other services which, in the sole determination of the Plan, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical and paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care, including educational services, rest care, and convalescent care.

## **Deductible**

The portion of the bill You must pay before Your medical expenses become Covered Services. It usually is applied on a calendar year basis.

## **Dependent**

The Spouse and all children until attaining age limit stated in the **Eligibility** section. Children include natural children, legally adopted children, foster children that live with the Employee and for whom the Employee is the primary source of financial support, and stepchildren. Also included are Your children (or children of Your Spouse for whom You have legal responsibility resulting from a valid court decree. Mentally, intellectually, or physically impaired children remain covered no matter what age. You must give the Claims Administrator evidence of Your child's incapacity within 31 days of attainment of age 26. The certification form may be obtained from the Claims Administrator or Your Employer. This proof of incapacity may be required annually by the Plan. Such children are not eligible under this Plan if they are already 26 or older at the time coverage is effective.

## **Designated Pharmacy Provider**

A Network Pharmacy that has executed a Designated Pharmacy Provider Agreement with the Claims Administrator or a Network Provider that is designated to provide Prescription Drugs, including Specialty Drugs, to treat certain conditions.

## **Detoxification**

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

## **Developmental Delay**

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

## **Durable Medical Equipment**

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

## **Effective Date**

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

## **Elective Surgical Procedure**

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

## **Emergency Medical Condition**

(“Emergency Services,” “Emergency Care,” or “Medical Emergency”) Emergency Medical Condition means a medical or mental health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one of the following conditions:

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

## **Employee**

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

## **Employer**

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

## **Experimental/Investigative**

Any Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, Injury, illness, or other health condition which the Claims Administrator determines to be unproven.

The Claims Administrator will deem any Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental/Investigative if the Claims Administrator determined that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought. The Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply:

- cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA), or other licensing or regulatory agency, and such final approval has not been granted;
- has been determined by the FDA to be contraindicated for the specific use; or
- is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
- is provided pursuant to informed consent documents that describe Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental/Investigative, or otherwise indicate that the safety, toxicity, or efficacy of the Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is under evaluation.

Any service not deemed Experimental/Investigative based on the criteria above may still be deemed Experimental/Investigative by the Claims Administrator. In determining whether a service is Experimental/Investigative, the Claims Administrator will consider the information described below and assess whether:

- the scientific evidence is conclusory concerning the effect of the service on health outcomes;

- the evidence demonstrates the service improves net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
- the evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
- the evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.

The information considered or evaluated by the Claims Administrator to determine whether a Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative under the above criteria may include one or more items from the following list which is not all inclusive.

- published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
- evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
- documents issued by and/or filed with the FDA or other Federal, state, or local agency with the authority to approve, regulate, or investigate the use of the Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- documents of an IRB or other similar body performing substantially the same function; or
- consent document(s) and/or the written protocol(s) used by the treating Physicians, other medical professionals, or Facilities or by other treating Physicians, other medical professionals, or Facilities studying substantially the same Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- medical records; or
- the opinions of consulting Providers and other experts in the field.

The Claims Administrator has the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative.

### **Facility**

A Facility, including but not limited to, a Hospital, Freestanding Ambulatory Surgical Center, Chemical Dependency Treatment Facility, Skilled Nursing Facility, Home Healthcare Agency or mental health Facility, as defined in this Benefit Booklet. The Facility must be licensed, accredited, registered or approved by The Joint Commission or the Commission on Accreditation of Rehabilitation Facilities (CARF), as applicable, or meet specific rules set by the Claims Administrator.

### **Freestanding Ambulatory Surgery Center**

A Facility, with a staff of Physicians, at which surgical procedures are performed on an outpatient basis (no patients stay overnight). The Facility offers continuous service by both Physicians and registered nurses (RNs). It must be licensed and accredited by the appropriate agency, and approved by the Claims Administrator. A Physician's office does not qualify as a Freestanding Ambulatory Surgery Center.

### **Gender Dysphoria**

The distress a person feels due to a mismatch between their gender identity: their personal sense of their own gender and their gender assigned at birth.

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

An employee welfare benefit plan (as defined in Section 3(1) of ERISA) established by the Employer, in effect as of the Effective Date.

### **Home Healthcare**

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

## **Home Healthcare Agency**

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

## **Hospice**

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

## **Hospice Care Program**

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

## **Hospital**

A Facility licensed as a Hospital as required by law that satisfies the Claims Administrator's accreditation requirements and is approved by the Claims Administrator. The term Hospital does not include a Provider, or that part of a Provider, used mainly for nursing care, rest care, convalescent care, care of the aged, Custodial Care, educational care, and subacute care.

## **Hospitalist**

A dedicated in-patient Physician who works exclusively in a hospital, providing healthcare services within the scope of an applicable license, satisfies the Claims Administrator's accreditation requirements, and for Network Providers is approved by the Claims Administrator.

## **Identification Card**

The latest card given to You showing Your identification and group numbers, the type of coverage You have, and the date coverage became effective.

## **In-For-Out Benefit Treatment**

A Covered Service rendered by an Out-of-Network Provider, authorized in advance by the Claims Administrator to be paid at the Network level. This is also referred to as Out-of-Network Referrals.

## **Ineligible Charges**

Charges for healthcare services that are not Covered Services because the services are not Medically Necessary, or Precertification was not obtained. Such charges are not eligible for payment.

## **Ineligible Provider**

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

## **Infertile or Infertility**

The condition of a presumably healthy Member who is unable to conceive or produce conception. This does not include conditions for men when the cause is a vasectomy or orchiectomy or for women when the cause is tubal ligation or hysterectomy.

## **Initial Enrollee**

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

## **Injury**

Bodily harm from a non-occupational accident.

## **Inpatient**

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

## **Intensive Care Unit**

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

## **Intensive In-Home Mental Health Programs**

A range of therapy services provided in the home to address symptoms and behaviors that, as the result of a mental disorder or substance use disorder, put the Members and others at risk of harm.

## **Intensive Outpatient Programs**

Structured, multidisciplinary mental health treatment that provides a combination of individual, group, and family therapy in a program that operates no less than 3 hours per day, 3 days per week. Out-of-Network Facility-based Programs must occur at Facilities that are both licensed and accredited.

## **Intensivist**

A board-certified Physician who provides special care for critically ill patients within the scope of an applicable license, satisfies the Claims Administrator's accreditation requirements, and for Network Providers is approved by the Claims Administrator.

## **Late Enrollees**

Late Enrollees mean Employees or Dependents who request enrollment in a health benefit plan after the initial open enrollment period. An individual will not be considered a Late Enrollee if: (a) the person enrolls during his/her initial enrollment period under the Plan; (b) the person enrolls during a special enrollment period; or (c) a court orders that coverage be provided for a minor Covered Dependent under a Member's Plan, but only as long as the Member requests enrollment for such Dependent within thirty-one (31) days after the court order is so issued. Late Enrollees are those who declined coverage during the initial open enrollment period and did not submit a certification to the Plan that coverage was declined because other coverage existed.

## **Maternity Care**

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

## **Maximum Allowed Amount**

The maximum amount that the Plan will allow for Covered Services You receive. For more information, please refer to the **Claims Payment** section.

## **Medical Necessity (Medically Necessary)**

Procedures, supplies, equipment, or services that we conclude are:

1. Appropriate for the symptoms, diagnosis, or treatment of a medical condition; and
2. Given for the diagnosis or direct care and treatment of the medical condition; and
3. Within the standards of good medical practice within the organized medical community; and
4. Not mainly for the convenience of the doctors or another Provider, and the most appropriate procedure, supply, equipment, or service which can be safely given.

The most appropriate procedure, supply, equipment, or service must meet the following requirements:

1. There must be valid scientific evidence to show that the expected health benefits from the procedure, supply, equipment, or service are clinically significant and will have a greater chance of benefit, without a disproportionately greater risk of harm or complications, than other possible treatments; and
2. Generally approved forms of treatment that are less invasive have been tried and did not work or are otherwise unsuitable; and

3. For Hospital stays, acute care as an Inpatient is needed due to the kind of services the patient needs or the severity of the medical condition, and that safe and adequate care cannot be given as an outpatient or in a less intensive medical setting.

The most appropriate procedure, supply, equipment, or service must also be cost-effective compared to other alternative interventions, including no intervention or the same intervention in an alternative setting. Cost-effective does not always mean lowest cost. It does mean that as to the diagnosis or treatment of Your illness, Injury or disease, the service is: (1) not more costly than another service or group of services that is medically appropriate, or (2) the service is performed in the least costly setting that is medically appropriate. For example, we will not provide coverage for an Inpatient admission for surgery if the surgery could have been performed on an outpatient basis or an infusion or injection of a Specialty Drug provided in the outpatient department of a Hospital if the Drug could be provided in a Physician's office or the home setting.

### **Member**

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

### **Mental Healthcare**

Includes services for mental health and substance use disorder. Mental health and substance use disorder are conditions listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance use disorder condition.

### **Network Provider**

A Physician, health professional, Hospital, Pharmacy, or other individual, organization and/or Facility that has entered into a contract, either directly or indirectly, with the Claims Administrator to provide Covered Services to Members through negotiated reimbursement arrangements. A Network Provider for one plan may not be a Network Provider for another. Please refer to "How to Find a Provider in the Network" in the section **How Your Plan Works** for more information on how to find a Network Provider for this Plan. The name of the Network for this Plan is listed on Your Identification Card. **For Georgia and Missouri residents, only POS Providers are Network Providers.**

### **New Hire**

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

### **Non-Covered Services**

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

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

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

Benefit payments and other provisions of this Plan are limited when a Member uses the services of Out-of-Network Providers. **For Georgia and Missouri residents, only POS Providers are Network Providers.**

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

A Covered Service rendered by an Out-of-Network Provider, authorized in advance by the Claims Administrator to be paid at the Network level. This is also referred to as In-For-Out Benefit Treatment.

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

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

## **Partial Hospitalization Program**

Structured, multidisciplinary mental health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than 6 hours per day, 5 days per week Out-of-Network Facility-based Programs must occur at Facilities that are both licensed and accredited.

## **Physical Therapy**

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

## **Physician**

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

## **Plan**

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

## **Plan Administrator**

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

## **Plan Sponsor**

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

## **Primary Care Physician**

A Provider who specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics, or any other Provider as allowed by the Plan. A PCP supervises, coordinates, and provides initial care and basic medical services to a Member and is responsible for ongoing patient care.

## **Prior Authorization/Precertification/Preauthorization**

A required pre-service review for a benefit coverage determination for a service or treatment. Certain services require Prior Authorization/Precertification/Preauthorization for you to receive benefits. The benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity or is Experimental/Investigational as those terms are defined in this Booklet. For pharmacy purposes, the process applied to certain Drugs and/or therapeutic categories to define and/or limit the conditions under which these Drugs will be covered. The Drugs and criteria for coverage are defined by the Pharmacy and Therapeutics Committee.

## **Provider**

A professional or Facility licensed when required by law that provides healthcare services within the scope of an applicable license, satisfies the Claims Administrator's accreditation requirements, and for Network Providers, is approved by the Claims Administrator. This includes any Provider rendering services which are required by applicable state law to be covered when rendered by such Provider. Providers that deliver Covered Services are described throughout this Benefit Booklet. If You have a question about a Provider not described in this Benefit Booklet, please call the number on the back of Your Identification Card.

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

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

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

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

## **Residential Treatment Center/Facility**

An Inpatient Facility that treats mental health and substance use disorder conditions. The Facility must be licensed as a Residential Treatment Center in the state in which it is located and be accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA).

The term Residential Treatment Center/Facility does not include a Provider, or that part of a Provider, used mainly for:

- Nursing care
- Rest care
- Convalescent care
- Care of the aged
- Custodial care
- Educational care

## **Retail Health Clinic**

A Facility that provides limited basic medical care services to Members on a "walk-in" basis. These clinics normally operate in major pharmacies or retail stores. Medical services are typically provided by Physicians Assistants and Nurse Practitioners. Services are limited to routine care and treatment of common illnesses for adults and children.

## **Semiprivate Room**

A Hospital room which contains two or more beds.

## **Skilled Convalescent Care**

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

## **Skilled Nursing Facility**

A Facility licensed as a Skilled Nursing Facility in the state in which it is located that satisfies the Claims Administrator's accreditation requirements and, for Network Facilities, is approved by the Claims Administrator.

A Skilled Nursing Facility is not a place mainly for care of the aged, Custodial Care, or domiciliary care, or a place for rest, educational, or similar services.

## **Specialist (Specialty Care Physician\Provider or SCP)**

A Specialist is a doctor who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-Physician Specialist is a Provider who has added training in a specific area of healthcare.

## **Specialty Drugs**

Typically, high-cost Drugs that are injected or infused in the treatment of acute or chronic diseases. Specialty Drugs often require special handling such as temperature-controlled packaging and expedited delivery. Most Specialty Drugs require Preauthorization to be considered Medically Necessary.

## **Spouse**

For the purpose of this Plan, a Spouse is defined as shown in the **Eligibility** section of this Benefit Booklet.

## **Surprise Billing Claim**

Please refer to the Consolidated Appropriations Act of 2021 Notice in the **Health Benefits Coverage Under Federal Law** section for details.

## **Telehealth**

Consultations with your Physician (PCP/Specialist) using visual and audio (Computer, Smart Phone, Tablet).

## **Telephonic**

Consultations with your Physician (PCP/Specialist) using audio only (telephone).

## **Therapeutic Equivalent**

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

## **Transplant Providers**

**Network Transplant Provider** – A Provider that has been designated as a “Center of Medical Excellence” for Transplants by the Claims Administrator and/or a Provider selected to participate as a Network Transplant Provider by the Blue Cross and Blue Shield Association. Such Provider has entered into a Transplant Provider agreement to render Covered Transplant Procedures and certain administrative functions to You for the transplant network. A Provider may be a Network Transplant Provider with respect to:

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

**Out-of-Network Transplant Provider** – Any Provider that has NOT been designated as a “Center of Medical Excellence” for Transplants by the Claims Administrator or has not been selected to participate as a Network Transplant Provider by the Blue Cross and Blue Shield Association.

**Blue Distinction Center (BDC) Facility:** Blue Distinction Facilities have met or exceeded national quality standards for care delivery (quality only).

**Blue Distinction Center+ (BDC+) Facility:** Blue Distinction+ Facilities have met or exceeded national quality standards for care delivery AND have demonstrated that they operate more efficiently (quality and cost).

**Designated Transplant Provider:** A Provider who has achieved designation as a Blue Distinction Center+ or Blue Distinction Center for Transplant Procedures.

**PAR Transplant Provider:** Hospitals participating in the Claims Administrator’s networks; also known as “Network” or “PAR” (are NOT designated as either Blue Distinction Center+ or Blue Distinction Center).

**Non-PAR Transplant Provider:** Any Provider that does not hold a contractual agreement with Blue Cross Blue Shield plans to provide Transplant services; also known as “Out-of-Network” or “non-PAR”.

**Urgent Care**

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

**Utilization Review**

Evaluation of the necessity, quality, effectiveness, or efficiency of medical or mental health services, Prescription Drugs (as set forth in the section "Prescription Drugs Administered by a Medical Provider"), procedures, and/or Facilities.

**Virtual Visits**

Virtual Visits are also known as Online Visits, Telehealth, and Telemedicine. These visits are a method of consulting with Your Physician (PCP/Specialist) using visual and/or audio devices (Computer, Smart Phone, Tablet).

**You and Your**

Refer to the subscriber, Member, and each Covered Dependent.

# HEALTH BENEFITS COVERAGE UNDER FEDERAL LAW

## Choice of Primary Care Physician

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

## Access to Obstetrical and Gynecological (ObGyn) Care

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

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

Group Health Plans and health insurance issuers generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider (e.g., Your Physician, nurse midwife, or Physician assistant), after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). However, to use certain Providers or Facilities, or to reduce Your Out-of-Pocket costs, You may be required to obtain Precertification. For information on Precertification, contact Your Plan Administrator.

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

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

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

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prostheses; and
- treatment of physical complications of the mastectomy, including lymphedema.

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

If You would like more information on WHCRA benefits, call Your Plan Administrator.

## Coverage for a Child Due to a Qualified Medical Support Order ("QMCSO")

If You or Your Spouse are required, due to a QMCSO, to provide coverage for Your child(ren), You may ask Your Employer or Plan Administrator to provide You, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

## Mental Health Parity and Addiction Equity Act

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate quantitative treatment limitations (day or visit limits) on mental health and substance use disorder benefits with day/visit limits on medical/surgical benefits. In general, Group Health Plans offering mental health and substance use disorder benefits cannot set day/visit limits on mental health or substance use disorder benefits that are more restrictive

than the predominant limit applicable to substantially all of the day/visit limits for medical and surgical benefits within a benefit classification (e.g., Inpatient, outpatient, Emergency Service, etc.). A Plan that does not impose day/visit limits on medical and surgical benefits may not impose such day/visit limits on mental health and substance use disorder benefits offered under the Plan within the same benefit classification. Also, the Plan may not impose Deductibles, Copayment/Coinsurance, and Out-of-Pocket expenses on mental health and substance use disorder benefits that are more restrictive than Deductibles, Copayment/Coinsurance, and Out-of-Pocket expenses applicable to other medical and surgical benefits. Medical Necessity criteria are available upon request. Please refer to the **Schedule of Benefits** section in this Benefit Booklet for specific details.

### **Special Enrollment Notice**

If You are declining enrollment for yourself or Your Dependents (including Your Spouse) because of other health insurance coverage, You may in the future be able to enroll yourself or Your Dependents in this Plan, if You or Your Dependents lose eligibility for that other coverage (or if the Employer stops contributing towards You or Your Dependents' other coverage). However, You must request enrollment within 31 days after You or Your Dependents' other coverage ends (or after the Employer stops contributing toward the other coverage).

In addition, if You have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, You may be able to enroll yourself and Your Dependents. However, You must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

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

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

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

To request special enrollment or obtain more information, call the Member Services telephone number on Your Identification Card or contact Your Plan Administrator.

### **Consolidated Appropriations Act of 2021 (CAA)**

The Consolidated Appropriations Act of 2021 (CAA) is a Federal law that includes the No Surprises Act as well as the Provider transparency requirements that are described below.

### **Surprise Billing Claims**

Surprise Billing Claims are claims that are subject to the No Surprises Act requirements:

- Emergency Services provided by Out-of-Network Providers;
- Covered Services provided by an Out-of-Network Provider at a Network Facility; and
- Out-of-Network Air Ambulance Services.

### **No Surprises Act Requirements**

#### *Emergency Services*

As required by the CAA, Emergency Services are covered under Your Plan:

- Without the need for Precertification;
- Whether the Provider is Network or Out-of-Network;

If the Emergency Services You receive are provided by an Out-of-Network Provider, Covered Services will be processed at the Network benefit level.

Note that if You receive Emergency Services from an Out-of-Network Provider, Your Out-of-Pocket costs will be limited to amounts that would apply if the Covered Services had been furnished by a Network Provider. However, Out-of-Network cost-shares (i.e., Copayments, Deductibles and/or Coinsurance) will apply to Your claim if the treating Out-of-Network Provider determines You are stable, meaning You have been provided necessary Emergency Care such that Your condition will not materially worsen and the Out-of-Network Provider determines:

(i) that You are able to travel to a Network Facility by non-emergency transport; (ii) the Out-of-Network Provider complies with the notice and consent requirement; and (iii) You are in condition to receive the information and provide informed consent. If You continue to receive services from the Out-of-Network Provider after You are stabilized, You will be responsible for the Out-of-Network cost-shares, and the Out-of-Network Provider will also be able to charge You any difference between the Maximum Allowed Amount and the Out-of-Network Provider's billed charges. This notice and consent exception do not apply if the Covered Services furnished by an Out-of-Network Provider result from unforeseen and urgent medical needs arising at the time of service.

#### *Out-of-Network Services Provided at a Network Facility*

When You receive Covered Services from an Out-of-Network Provider at a Network Facility, Your claims will be paid at the Out-of-Network benefit level if the Out-of-Network Provider gives You proper notice of its charges, and You give written consent to such charges. This means You will be responsible for Out-of-Network cost-shares for those services and the Out-of-Network Provider can also charge You any difference between the Maximum Allowed Amount and the Out-of-Network Provider's billed charges. This requirement does not apply to Ancillary Services. Ancillary Services are one of the following services: (A) Emergency Services; (B) anesthesiology; (C) laboratory and pathology services; (D) radiology; (E) neonatology; (F) diagnostic services; (G) assistant surgeons;; (H) Hospitalists; (I) Intensivists; and (J) any services set out by the U.S. Department of Health & Human Services. In addition, Anthem will not apply this notice and consent process to You if Anthem does not have a Network Provider in Your area who can perform the services You require.

#### *Post-stabilization*

Post-stabilization consists of a four-part test:

1. The attending Physician determines that the Member is able to travel using nonmedical transportation to a Network Provider or Facility within a reasonable distance, taking into consideration the Member's medical condition;
2. The Network Provider/Facility satisfies notice and consent criteria;
3. The Member or their authorized representative must be in the condition to provide informed and voluntary consent; and
4. The Network Provider/Facility must satisfy any additional state law requirements.

Out-of-Network Providers satisfy the notice and consent requirement as follows:

1. By obtaining Your written consent not later than 72 hours prior to the delivery of services; or
2. If the notice and consent is given on the date of the service, if You make an appointment within 72 hours of the services being delivered.

#### *How Cost-Shares Are Calculated*

The Maximum Allowed Amount will be used to determine payment for Emergency Care from an Out-of-Network Provider. However, Member cost-share will be based on the median Plan Network contract rate paid to Network Providers for the geographic area where the service is provided.

#### *Appeals*

If You receive Emergency Services from an Out-of-Network Provider or Covered Services from an Out-of-Network Provider at a Network Facility and believe those services are covered by the No Surprises Act, You have the right to appeal that claim. If Your appeal of a Surprise Billing Claim is denied, then You have a right to appeal the adverse decision to an Independent Review Organization as set out in the **Your Right To Appeal** section of this Benefit Book.

## Provider Directories

Anthem is required to confirm the list of Network Providers in its Provider directory every 90 days. If You can show that You received inaccurate information from Anthem that a Provider was listed as in Network on a particular claim, then You will only be liable for Network cost-shares (i.e., Copayments, Deductibles, and/or Coinsurance) for that claim. Your Network cost-shares will be calculated based upon the Maximum Allowed Amount.

## Transparency Requirements

Anthem provides at its website, [anthem.com](http://anthem.com), protections with respect to Surprise Billing Claims by Providers, including information on how to contact state and Federal agencies if You believe a Provider has violated the No Surprises Act. You can find this information directly at <https://www.anthem.com/no-surprise-billing/>

You may also obtain the following information on Anthem's website or by calling Member Services at the phone number on the back of Your Identification Card:

- Cost sharing information for 500 defined services, as required by the Centers for Medicare & Medicaid Services (CMS); and
- A listing / directory of all Network Providers.

In addition, Anthem will provide access through its website to the following information:

- Network negotiated rates; and
- Historical Out-of-Network rates.

## Statement of ERISA Rights

Please note: This section applies to Employer sponsored Plans **other than** Church Employer groups and government groups. If You have questions about whether this Plan is governed by ERISA, please contact the Plan Administrator (the Group).

The Employee Retirement Income Security Act of 1974 (ERISA) entitles You, as a Member of the Group under this Contract, to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by this Plan with the U. S. Department of Labor, such as detailed annual reports and Plan descriptions;
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies; and
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for You and other Employees, ERISA imposes duties on the people responsible for the operation of Your Employee benefit Plan. The people who operate Your Plan are called Plan fiduciaries. They must handle Your Plan prudently and in the best interest of You and other Plan participants and beneficiaries. No one, including Your Employer, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your right under ERISA. If Your claim for welfare benefits is denied, in whole or in part, You must receive a written explanation of the reason for the denial. You have the right to have Your claims reviewed and reconsidered.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request materials from the Plan Administrator and do not receive them within 30 days, You may file suit in a Federal court. In such case, the court may require the Plan Administrator to provide You the materials and pay You up to \$110 a day until You receive the materials, unless the materials are not sent because of reasons beyond the control of the Plan Administrator. If Your claim for benefits is denied or ignored, in whole or in part, You may file suit in a state or Federal court. If Plan

fiduciaries misuse the Plan's money or if You are discriminated against for asserting Your rights, You may seek assistance from the U. S. Department of Labor, or may file suit in a Federal court. The court will decide who should pay court costs and legal fees. It may order You to pay these expenses, for example, if it finds Your claim is frivolous. If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, You should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in Your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

# PLAN ADMINISTRATION

**NOTE: This section is not a part of Your Benefit Booklet. The Claims Administrator is not responsible for any statements contained herein that are not set forth in the Administrative Services Agreement or the Benefit Booklet.**

- **Plan Name:** Group Insurance Plan of Briggs & Stratton, LLC
- **Plan Sponsor:** Briggs & Stratton, LLC  
PO Box 702  
Wauwatosa, WI 53201-0702  
(414) 259-5333
- **Plan Number:** 501
- **Employer I.D. Number:** Briggs & Stratton, LLC: 85-2711260
- **Type of Plan:** The Plan is an Employee welfare benefit plan providing group medical benefits.
- **Plan Year Ends:** December 31
- **Type of Administration/Funding:** Medical benefits are furnished under a healthcare plan funded by the Plan Sponsor on a self-funded basis with claims being administered by Anthem Insurance Companies, Inc. (IN) on behalf of Briggs & Stratton, LLC. Both employees and the Plan Sponsor contribute toward the cost of coverage.
- **Plan Administrator and Named Fiduciary:** Briggs & Stratton, LLC
- **Agent for Service of Legal Process.** Briggs & Stratton, LLC

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross and Blue Shield Healthcare Plan of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Anthem Health Plans of New Hampshire, Inc. HMO plans are administered by Anthem Health Plans of New Hampshire, Inc. and underwritten by Matthew Thornton Health Plan, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), underwrites or administers PPO and indemnity policies and underwrites the Out-of-Network benefits in POS policies offered by CompCare Health Services Insurance Corporation (CompCare) or Wisconsin Collaborative Insurance Company (WCIC). CompCare underwrites or administers HMO or POS policies; WCIC underwrites or administers Well Priority HMO or POS policies. Independent licensees of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

## **IT'S IMPORTANT WE TREAT YOU FAIRLY**

That's why we follow Federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or impairment. For people with impairments, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on Your Identification Card for help (TTY/TDD: 711). If You think we failed to offer these services or discriminated based on race, color, national origin, age, impairment, or sex, You can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or You can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

# GET HELP IN YOUR LANGUAGE

Curious to know what all this says? We would be, too. Here's the English version:

You have the right to get this information and help in Your language for free. Call the Member Services number on Your Identification Card for help. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for Members with visual impairments. If You need a copy of this document in an alternate format, please call the Member Services telephone number on the back of Your Identification Card.

## Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

## Albanian

Keni të drejtën të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për ndihmë, telefononi numrin e shërbimeve për anëtarët, të shënuar në kartën tuaj ID. (TTY/TDD: 711)

## Amharic

የደንበኞችን የሰነድ መረጃ እና ለማግኘት የሚያስፈልገውን ማንኛውንም ዓይነት ማሳሰቢያ ለማግኘት ለማረጋገጥ ለማድረግ ለማረጋገጥ (TTY/TDD: 711)

## Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة (TTY/TDD: 711).

## Armenian

Դուք իրավունք ունեք Ձեր լեզվով անվճար ստանալ այս տեղեկատվությունը և ցանկացած օգնություն: Օգնություն ստանալու համար զանգահարեք Անդամների սպասարկման կենտրոն՝ Ձեր ID քարտի վրա նշված համարով: (TTY/TDD: 711)

## Bassa

M bédé dyí-bèdèin-dèò bé m ké b' nìà kε kè gbo-kpá- kpá dyé dé m bídí-wùdùùn bó pídyi. Dá mébà jè gbo-gmò Kpòè nòbà nìà nì Dyí-dyoìn-bèè kōε bé m ké gbo-kpá-kpá dyé. (TTY/TDD: 711)

## Bengali

আপনার বিনামূল্যে এই তথ্য পাওয়ার ও আপনার ভাষায় সাহায্য করার অধিকার আছে। সাহায্যের জন্য আপনার আইডি কার্ডে থাকা সদস্য পরষিবো নম্বরে কল করুন।(TTY/TDD: 711)

## Burmese

ဤအချက်အလက်များနှင့် အကူအညီကို သင့်ဘာသာစကားဖြင့် အခမဲ့ ရပိုင်ခွင့် သင့်တွင်ရှိပါသည်။ အကူအညီ ရယူရန် သင့် ID ကဒ်ပေါ်ရှိ အဖွဲ့ဝင်အတွက် ဝန်ဆောင်မှုများ ဌာန၏ နံပါတ်သို့ ခေါ်ဆိုပါ။ (TTY/TDD: 711)

## Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。(TTY/TDD: 711)

#### Dinka

Yin nɔŋ yic ba ye lək nē yök ku bē yi kuony nē thōŋ yin jām ke cin wēu töu kē piiny. Cɔl rän tōŋ dē kɔc kē luoi nē nāmba dēn tö nē I.D kat du yic. (TTY/TDD: 711)

#### Dutch

U hebt het recht om deze informatie en hulp gratis in uw taal te krijgen. Bel het ledendienstnummer op uw ID-kaart voor ondersteuning. (TTY/TDD: 711)

#### Farsi

شما این حق را دارید که این اطلاعات و کمکها را به صورت رایگان به زبان خودتان دریافت کنید. برای دریافت کمک به شماره مرکز خدمات اعضاء که بر روی کارت شناسایی‌تان درج شده است، تماس بگیرید. (TTY/TDD: 711)

#### French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY/TDD: 711)

#### German

Sie haben das Recht, diese Informationen und Unterstützung kostenlos in Ihrer Sprache zu erhalten. Rufen Sie die auf Ihrer ID-Karte angegebene Servicenummer für Mitglieder an, um Hilfe anzufordern. (TTY/TDD: 711)

#### Greek

Έχετε το δικαίωμα να λάβετε αυτές τις πληροφορίες και αυτήν τη βοήθεια στη γλώσσα σας δωρεάν. Καλέστε τον αριθμό του Τμήματος Υπηρεσιών Μέλους (Member Services) που αναγράφεται στην ταυτότητά σας (Identification card) για βοήθεια. (TTY/TDD: 711)

#### Gujarati

તમે તમારી ભાષામાં મફતમાં આ માહિતી અને મદદ મેળવવાનો અધિકાર ધરાવો છો. મદદ માટે તમારા આઈડી કાર્ડ પરના મેમ્બર સર્વિસ નંબર પર કોલ કરો. (TTY/TDD: 711)

#### Haitian

Ou gen dwa pou resevwa enfòmasyon sa a ak asistans nan lang ou pou gratis. Rele nimewo Manm Sèvis la ki sou kat idantifikasyon ou a pou jwenn èd. (TTY/TDD: 711)

#### Hindi

आपके पास यह जानकारी और मदद अपनी भाषा में मुफ्त में प्राप्त करने का अधिकार है। मदद के लिए अपने ID कार्ड पर सदस्य सेवाएँ नंबर पर कॉल करें। (TTY/TDD: 711)

#### Hmong

Koj muaj cai tau txais qhov lus qhia no thiab kev pab hais ua koj hom lus yam tsis xam tus nqi. Hu rau tus nab npawb xov tooj lis Cov Kev Pab Cuam Rau Tswv Cuab nyob rau ntawm koj daim ID txhawm rau thov kev pab. (TTY/TDD: 711)

#### Igbo

Ị nwere ikike ịnweta ozi a yana enyemaka n'asụsụ gị n'efu. Kpọọ nomba Ọrụ Onye Otu dị na kaadi NJ gị maka enyemaka. (TTY/TDD: 711)



#### Oromo

Odeeffanoo kana fi gargaarsa afaan keetiin kaffaltii malee argachuuf mirga qabda. Gargaarsa argachuuf lakkoofsa bilbilaa tajaajila miseensaa (Member Services) waraqaa enyummaa kee irratti argamu irratti bilbili. (TTY/TDD: 711)

#### Pennsylvania Dutch

Du hoscht die Recht selle Information un Hilfe in dei Schprooch mitaus Koscht griege. Ruf die Member Services Nummer uff dei ID Kaarte fer Hilfe aa. (TTY/TDD: 711)

#### Polish

Masz prawo do bezpłatnego otrzymania niniejszych informacji oraz uzyskania pomocy w swoim języku. W tym celu skontaktuj się z Działem Obsługi Klienta pod numerem telefonu podanym na karcie identyfikacyjnej. (TTY/TDD: 711)

#### Portuguese-Europe

Tem o direito de receber gratuitamente estas informações e ajuda no seu idioma. Ligue para o número dos Serviços para Membros indicado no seu cartão de identificação para obter ajuda. (TTY/TDD: 711)

#### Punjabi

ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਇਹ ਜਾਣਕਾਰੀ ਅਤੇ ਮਦਦ ਮੁਫਤ ਵਿੱਚ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਮਦਦ ਲਈ ਆਪਣੇ ਆਈਡੀ ਕਾਰਡ ਉੱਤੇ ਮੈਂਬਰ ਸੇਵਾਸਿੱਧਿ ਨੰਬਰ ਤੇ ਕਾਲ ਕਰੋ। (TTY/TDD: 711)

#### Romanian

Aveți dreptul să obțineți aceste informații și asistență în limba dvs. în mod gratuit. Pentru asistență, apălați numărul departamentului de servicii destinate membrilor de pe cardul dvs. de identificare. (TTY/TDD: 711)

#### Russian

Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

#### Samoan

E iai lou 'aia faaletulafono e maua nei faamatalaga ma se fesoasoani i lou lava gagana e aunoa ma se totogi. Vili le numera mo Sauniuniga mo lou Vaega o loo maua i lou pepa faailoa ID mo se fesoasoani. (TTY/TDD: 711)

#### Serbian

Imate pravo da dobijete sve informacije i pomoć na vašem jeziku, i to potpuno besplatno. Pozovite broj Centra za podršku članovima koji se nalazi na vašoj identifikacionoj kartici. (TTY/TDD: 711)

#### Tagalog

May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong Identification card para sa tulong. (TTY/TDD: 711)

#### Thai

ท่านมีสิทธิขอรับบริการสอบถามข้อมูลและความช่วยเหลือในภาษาของท่านฟรี โทรไปที่หมายเลขฝ่ายบริการสมาชิกบนบัตรประจำตัวของท่านเพื่อขอความช่วยเหลือ (TTY/TDD: 711)

#### Ukrainian

Ви маєте право безкоштовно отримати інформацію та допомогу своєю рідною мовою. По допомогу звертайтеся за номером служби підтримки учасників програми страхування, указаним на вашій ідентифікаційній картці. (TTY/TDD: 711)

#### Urdu

آپ کو اپنی زبان میں مفت ان معلومات اور مدد کے حصول کا حق ہے۔ مدد کے لیے اپنے آئی ڈی کارڈ پر موجود ممبر سروس نمبر کو کال کریں۔ (TTY/TDD:711)۔

#### Vietnamese

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

#### Yiddish

רופט די מעמבער איר האט די רעכט צו באקומען דעם אינפארמאציע און הילפט אין אייער שפראך בחינם.  
באדינונגען נומער אויף אייער קארטל פאר הילף (TTY/TDD:711)

#### Yoruba

O ní ẹ̀tọ́ láti gba iwífún yí kí o sì ẹ̀rànwọ́ ní èdè rẹ̀ lófẹ́ẹ́. Pe Nọmbà àwọn ipèsè ọmọ-ẹgbẹ́ lórí káàdì idánimọ́ rẹ̀ fún ìrànwọ́. (TTY/TDD: 711)

# ADDENDUM: PHARMACY DRUG COVERAGE

**PRESCRIPTION DRUG COVERAGE**  
**Administered by Express Scripts, Inc.**

<b>Retail &amp; Mail Pharmacy</b>	<b>Specialty Pharmacy</b> (Limited to 30 days. Not available through retail)
<b>Express Scripts, Inc. (ESI)</b>	<b>Accredo - Express Scripts' specialty pharmacy</b>
<b>Online Portal/Website: <a href="http://express-scripts.com">express-scripts.com</a></b> <b>Phone: 866-773-4372</b>	<b>Online Portal/Website: <a href="http://express-scripts.com">express-scripts.com</a></b> <b>Phone: 800-803-2523</b>

See the medical Schedule of Benefits for any applicable Deductible, Coinsurance, Copayment, and Benefit Limitation information.

Please note: Benefits for Prescription Drugs, including Specialty Drugs, which are administered to You by a medical Provider in a medical setting (e.g., Physician's office, home care visit, or outpatient Facility) are covered under the "Prescription Drugs Administered by a Medical Provider" benefit. Please read that section for important details.

**Who Manages the Pharmacy Benefit?**

Your plan also includes benefits for Prescription Drugs You get at a Retail or Mail Order Pharmacy. The Pharmacy benefits available to You under this Plan are managed by the Pharmacy Benefits Manager (PBM). The Plan contracts Express Scripts, Inc. (ESI) and Accredo Specialty Pharmacy to manage Your Pharmacy benefits.

ESI has a nationwide network of retail pharmacies, a Home Delivery (Mail Service) Pharmacy, and Accredo specialty pharmacy. ESI provides clinical management services to the covered members of the Plan.

**What does the PBM do?**

The PBM (ESI) is responsible for coordinating pharmacy distribution as well as many aspects of patient care and disease management to improve clinical and economic outcomes for patients.

The management and other services ESI provides include, among others, making recommendations to, and updating the covered Prescription Drug list (also known as a Formulary) establishing a network of retail pharmacies and operating a Home Delivery (Mail Service) Pharmacy. ESI also provides services to promote and enforce the appropriate use of Pharmacy benefits, such as review for possible excessive use; recognized and recommended dosage regimens; Drug interactions or Drug/pregnancy concerns.

Accredo supports patients who are prescribed medications with special handling, storage, and distribution requirements. Accredo serves patients with complex and chronic health conditions and treatments. Specialty-trained pharmacists and nurses are available to provide personalized care to patients and provide patients with the resources they need to manage their condition.

**How do I know if my prescription is covered?**

You may request a copy of the covered Prescription Drug list by calling the Member Services telephone number on Your prescription drug Identification Card. Members may also log onto the member website at [www.express-scripts.com](http://www.express-scripts.com). The covered Prescription Drug list is subject to periodic review and amendment. Inclusion of a Drug or related item on the covered Prescription Drug list is not a guarantee of coverage.

Prescription Drugs, unless otherwise stated below, must be Medically Necessary and not Experimental/Investigative, in order to be Covered Services. For certain Prescription Drugs, the prescribing Physician may be asked to provide additional information before ESI can determine Medical Necessity. The Plan may, in its sole discretion, establish quantity and/or age limits or specific Prescription Drugs which ESI will administer. Covered Services will be limited based on Medical Necessity, quantity, and/or age limits established by the Plan or utilization guidelines.

#### **Prior Authorization Requirements**

Prescription Drug benefits may require prior authorization to determine if Your Drugs should be covered. Before certain Prescription Drug Products are dispensed to You, it is the responsibility of Your Physician, Your pharmacist or You to obtain prior authorization. The reason for obtaining prior authorization is to determine if the Prescription Drug Product, in accordance with the Plan guidelines, is each of the following:

It meets the definition of a Covered Health Service as defined by the Plan.

It is not an Experimental or Investigational or Unproven Service

The Prescription Drug Products requiring prior authorization are subject to the Plan's periodic review and modification.

#### **Network Pharmacy Prior Authorization**

When Prescription Drug Products are dispensed at a Network Pharmacy, the prescribing provider, the pharmacist, or You are responsible for obtaining prior authorization from ESI.

#### **You may attempt to seek reimbursement from the Plan**

When You submit a claim on this basis, You may pay more because You did not obtain prior authorization from the Plan before the Prescription Drug Product was dispensed. The amount You are reimbursed will be based on the Prescription Drug Charge (for Prescription Drug Products from a Network Pharmacy) or the Out-of-Network Reimbursement Rate (for Prescription Drug Products from a non-Network Pharmacy), less the required Copayment and/or Coinsurance, Ancillary Charge and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after ESI reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Health Service or it is an Experimental or Investigational or Unproven Service.

ESI may also require prior authorization for certain programs which may have specific requirements for participation and/or activation of an enhanced level of Benefits associated with such programs. You may access information on available programs and any applicable prior authorization, participation or activation requirements associated with such programs through ESI's online portal or by calling the number on Your prescription drug ID card.

**SCHEDULE OF PHARMACY BENEFITS**

Benefit Description and Supply Limits	Percentage of Prescription Drug Charge Payable by the Plan	Percentage of Out-of-Network Reimbursement Rate Payable by the Plan
	Network	Non-Network
<b>Preventive Medications</b> (falling into any of the categories below)	100% (not subject to the Annual Deductible)	Not Covered
<b>Retail</b> for a 1-day through 45-day supply <ul style="list-style-type: none"> <li>• Tier-1 (Generic)</li> <li>• Tier-2 (Preferred Brand)</li> <li>• Tier-3 (Non-Preferred Brand)</li> </ul>	No Deductible, you pay: <ul style="list-style-type: none"> <li>\$15 Copay</li> <li>\$35 Copay</li> <li>\$70 Copay</li> </ul>	Not Covered
<b>Retail</b> for a 46-day through 90-day supply (Specialty limited to a 30 - day supply) <ul style="list-style-type: none"> <li>• Tier-1 (Generic)</li> <li>• Tier-2 (Preferred Brand)</li> <li>• Tier-3 (Non-Preferred Brand)<sup>1</sup></li> </ul>	No Deductible, you pay: <ul style="list-style-type: none"> <li>\$45 Copay</li> <li>\$105 Copay</li> <li>\$210 Copay</li> </ul>	Not Covered
<b>Mail Order</b> – up to a 90-day supply (Specialty limited to a 30-day supply) <ul style="list-style-type: none"> <li>• Tier-1 (Generic)</li> <li>• Tier-2 (Preferred Brand)</li> <li>• Tier-3 (Non-Preferred Brand)<sup>1</sup></li> </ul>	No Deductible, you pay: <ul style="list-style-type: none"> <li>\$45 Copay</li> <li>\$105 Copay</li> <li>\$210 Copay</li> </ul>	Not Covered
<b>Specialty Medications</b> – up to 30 day supply	No Deductible, you pay: <ul style="list-style-type: none"> <li>\$250 Copay</li> </ul> All Specialty medications must be filled by Accredo.	Not Covered
NOTES: 1. Eligible compound drugs are assigned to Tier 3. 2. The available day supply is dependent upon Prior Authorization, Quantity Limits, and/or age limits and Utilization Guidelines. 3. A limited number of Prescription Drugs require Prior Authorization as Medical Necessity. If Prior Authorization is not approved, then the designated drug will not be eligible for coverage.		

**Preventative Care Prescriptions**

You are not responsible for paying a Copayment for Preventive Care Medications. Additionally, preventive care medications as defined by the Affordable Care Act will be covered at 100%. For example, contraceptives are generally provided on a first dollar basis with no copay or deductible.

**Tier 1 Substitution**

If You request a Brand, Tier 2 or Tier 3 Drug when a Generic/Tier 1 Drug is available, You will be required to pay the difference in cost between the Brand/Tier 2 or Tier 3 and Generic/Tier 1 Drug in addition to the Brand/Tier 2 or Tier 3 Copayment. If the Generic Drug is not available, You will only have to pay the Brand/Tier 2 or Tier 3 Copayment, as applicable.

**Formulary / Prescription Drug List (PDL)**

The Prescription Drug List (PDL) or Formulary is a tool that helps guide You and Your Physician in choosing the medications that allow the most effective and affordable use of Your Prescription Drug Benefit.

## **Tiers**

Your share of the cost for Prescription Drugs may vary based on the tier the Drug is in. Refer to the ESI website for verification of tier placement of a specific medication

The Plan's formulary provides the covered medications along with the tier. The formulary will direct coverage for doses and administration (i.e., oral, injection, topical, or inhaled). The Plan may cover one form of administration instead of another or put other forms of administration in a different tier.

## **Supply Limits**

Certain day supply limits apply to Prescription Drugs as listed in the Schedule of Benefits. In most cases, You must use a certain amount of Your prescription before it can be refilled. In some cases, the Plan may let You get an early refill. For example, the Plan may let You refill Your prescription early if it is decided that You need a larger dose

## **Compound Management**

The Compound Management Program evaluates every ingredient within a compound prescription claim against a list of over 1,000 ingredients, which represent over 95% of all compound medication spend. This program began by targeting bulk powders and was expanded to exclude specific tablets, capsules, and topical dosage forms based on increased use of these dosage forms as a substitute for the previously excluded bulk powders. If any compound has at least one excluded powder, tablet, or capsule, the entire compound claim will reject as "Drug Not Covered." This program is managed in an on-going fashion and updates are made if needed.

## **Special Programs**

The Plan may have certain programs in which You may receive an enhanced or reduced Benefit based on Your actions such as adherence/compliance to medication or treatment regimens and/or participation in health management programs. You may access information on these programs through ESI's online portal or by calling the number on the back of Your prescription drug ID card.

## **Step Therapy**

Certain Prescription Drug Products and/or Pharmaceutical Products for which Benefits are described in this section are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug Products and/or Pharmaceutical Products You are required to use a different Prescription Drug Product(s) or Pharmaceutical Product(s) first.

You may determine whether a Prescription Drug Product or Pharmaceutical Product is subject to step therapy requirements by visiting ESI's online portal or by calling the number on the back of Your prescription drug ID card.

## **COVERAGE - Benefits are available for the following:**

1. Prescription Drugs.
2. Specialty Drugs.
3. Injectable insulin and syringes used for administration of insulin.
4. Oral contraceptive Drugs are covered when obtained through an eligible Pharmacy. Certain contraceptives are covered under the "Preventive Care" benefit. Please see that section for further details.
5. Certain supplies and equipment obtained by Home Delivery (Mail Service) or from a Network Pharmacy (such as those for diabetes and asthma) are covered without any Copayment/Coinsurance. Contact ESI to determine approved covered supplies. If certain supplies, equipment or appliances are not obtained by Home Delivery (Mail Service) or from a Network Pharmacy then they are covered as Medical Supplies, Equipment and Appliances instead of under Prescription Drug benefits.
6. Select over-the-counter preventive medications and supplies, as required by the Affordable Care Act (ACA), are covered and available to You at no cost. Examples include but are not limited to: tobacco cessation, contraception, diabetic supplies and certain supplements such as folic acid and fluoride. Coverage requires

that the item is Prescribed by a health care professional, is Age and/or condition appropriate and filled at a network pharmacy. These services will be covered under the "Preventive Care" benefit. Please see that section for further details.

7. Self-administered Drugs. These are Drugs that do not need administration or monitoring by a Provider in an office or Facility. Injectable and infused Drugs that need Provider administration and/or supervision are covered under the "Prescription Drugs Administered by a Medical Provider" benefit. Please refer to the Medical Benefit section of the SPD.
8. Flu Shots (including administration). These products will be covered under the "Preventive Care" benefit.
9. Immunizations (including administration) required by the "Preventive Care" benefit.
10. Compound Drugs as described in the "Compound Medication" section, please review for further details.
11. Certain Prescription drugs may be Covered Services if an over the counter equivalent exists. This list is subject to change on a semiannual basis. Please contact ESI for the most current listing of medications.

### **LIMITATIONS & EXCLUSIONS**

Exclusions from coverage listed in the Medical SPD Exclusions also apply to this section. In addition, the exclusions listed below apply. When an exclusion applies to only certain Prescription Drug Products, You can access ESI's online portal [www.express-scripts.com](http://www.express-scripts.com) through the Internet or by calling the number on Your prescription drug ID card for information on which Prescription Drug Products are excluded. Medications that are:

1. Prescription Drugs dispensed by any Home Delivery (Mail Service) program other than ESI's Home Delivery (Mail Service), unless prohibited by law.
2. Drugs, devices and products, or Prescription Drugs with over-the-counter equivalents and any Drugs, devices or products that are therapeutically comparable to an over-the-counter Drug, device, or product. This Exclusion does not apply to over-the-counter products that the Plan must cover under Federal law with a Prescription.
3. Off label use, except as otherwise prohibited by law or as approved by the Plan or ESI.
4. Drugs in quantities exceeding the quantity prescribed, or for any refill dispensed later than one year after the date of the original Prescription Order.
5. Drugs not approved by the FDA
6. Drugs consumed at the time and place where dispensed or where the Prescription Order is issued, including, but not limited to samples provided by a Physician. This does not apply to Drugs used in conjunction with a diagnostic service, with Chemotherapy performed in the office or Drugs eligible for coverage under the Medical Supplies benefit; they are Covered Services.
7. Drugs not requiring a Prescription by Federal law (including Drugs requiring a Prescription by state law, but not by Federal law), except for injectable insulin and supplies.
8. Coverage for Prescription Drug Products, which
  - a. exceed the supply limits (days' supply or quantity) established by the Plan; or
  - b. exceed any age limits established by the Plan; or
  - c. is less than the minimum supply limit (days' supply or quantity)
9. Human Growth Hormone for children born small for gestational age. It is only a Covered Service in other situations when allowed by the Plan through Prior Authorization.
10. Compound Drugs unless as described in the Compound Medication section herein.
11. Certain Prescription Drugs are not Covered Services when any version or strength becomes available over the counter. Please contact the Plan for additional information on these Drugs.

12. Certain Prescription Drugs may not be covered when clinically equivalent alternatives are available, unless otherwise required by law. "Clinically equivalent" means Drugs that, for the majority of Members, can be expected to produce similar therapeutic outcomes for a disease or condition. If You have questions regarding whether a particular drug is covered and which drugs fall into this category, please call the member services number on Your prescription drug Identification Card.
13. Gene therapy as well as any Drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.
14. Charges for pharmacy services not related to conditions, diagnoses, and/or recommended medications described in Your medical records.
15. Services prescribed, ordered, referred by or given by a Member of Your immediate family, including Your spouse, child, brother, sister, parent, in-law, or self.
16. Services determined to not be Medically Necessary. This includes services that do not meet medical policy, clinical coverage, or benefit policy guidelines.
17. For any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
18. Any Prescription Drug Product for which payment or benefits are provided or available from the local, state or federal government (for example Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
19. Pharmaceutical Products for which Benefits are provided in the medical (not in, Outpatient Prescription Drugs) portion of the Plan.
20. Available over-the-counter medications and supplies that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician.
21. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to two times during a calendar year, and the Plan and/or ESI may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
22. The Plan may not permit coupons or offers from pharmaceutical manufacturers to reduce Your Copayment and/or Coinsurance or apply to Your Annual Deductible.
23. Dispensed outside of the United States, except in an Emergency.
24. Any refill dispensed later than one year from the date of the original Prescription Order.
25. Durable Medical Equipment (prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered).
26. For growth hormone therapy;
27. Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by ESI's Prescription Drug List (PDL) Management Committee.
28. Prescribed, dispensed or intended for use during an Inpatient Stay.
29. Prescribed for appetite suppression, and other weight loss products.
30. Prescription Drug Products when prescribed to treat infertility.
31. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Plan determines do not meet the definition of a Covered Health Service.

32. Typically administered by a qualified provider or licensed health professional in an outpatient setting. (This exclusion does not apply to Depo-Provera and other injectable drugs used for contraception.)
33. Certain unit dose packaging or repackages of Prescription Drug Products.
34. Used for conditions and/or at dosages determined to be Experimental or Investigational, or Unproven, unless the Plan agrees to cover an Experimental or Investigational or Unproven treatment, as defined in Section 14, Glossary.
35. Medications used for cosmetic purposes.
36. General vitamins, except for the following which require a prescription: - Prenatal vitamins. - Vitamins with fluoride. - Single entity vitamins.
37. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease and prescription medical food products, even when used for the treatment of Sickness or Injury.
38. Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists You with the administration of a Prescription Drug Product.

If an excluded medication is prescribed for a specific medical condition, You may qualify for an exception. To request an exception, submit a letter to ESI from Your Physician stating the medical condition that requires the non-covered drug and the length of projected use. If Your exception is approved, You will be able to purchase Your prescription at Your local network pharmacy or by mail order by paying the applicable Copay or Coinsurance amount.

## DEFINITIONS

**Brand-name** - a Prescription Drug Product: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that ESI identifies as a Brand-name product, based on available data resources including, but not limited to, medi-span or First DataBank, that classify drugs as either brand or generic based on a number of factors. You should know that all products identified as a "brand name" by the manufacturer, pharmacy, or Your Physician may not be classified as Brand-name by ESI.

**Chemically Equivalent** - when Prescription Drug Products contain the same active ingredient.

**Designated Pharmacy Provider** - A Network Pharmacy that has executed a Designated Pharmacy Provider Agreement with ESI or a Network Provider that is designated to provide Prescription Drugs, including Specialty Drugs, to treat certain conditions.

**Exclusive Specialty:** Through Exclusive Specialty, patients are required to obtain their specialty medications through Express Scripts' specialty pharmacy, Accredo®, which provides many vital services not available through retail pharmacies.

Express Scripts' prior authorization program drives plan savings and patient safety by monitoring the dispensing of high-cost medications and those with the potential for misuse. Our program ensures drug coverage consistent with a client's intent for the prescription benefit, while maintaining member and physician satisfaction.

Twenty-four hours a day, personnel specially trained on our prior authorization program's diseases, drugs, and coverage criteria provide review services, giving physicians and pharmacists quick, easy access to information and ensuring effective treatment by monitoring patient response to therapy.

**Formulary** - A document setting forth certain rules relating to the coverage of pharmaceuticals, that may include but not be limited to (1) a listing of preferred Prescription medications that are covered and/or prioritized in order of preference by ESI and are dispensed to Members through pharmacies that are Network Providers, and (2) Precertification rules. This list is subject to periodic review and modification. Charges for medications may be Ineligible Charges, in whole or in part, if a Member selects a medication not included in the Formulary.

**Generic** - a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that ESI identifies as a Generic product based on available data resources including, but not limited to, Medi-Span, that classify drugs as either brand or generic based on a number of factors. You should know that all products identified as a "generic" by the manufacturer, pharmacy or Your Physician may not be classified as a Generic by ESI.

**Home Delivery (Mail Service)** - A Prescription Drug program which offers a convenient means of obtaining maintenance medications by mail if the Member takes Prescription Drugs on a regular basis. Covered Prescription Drugs are ordered directly from the licensed Pharmacy Home Delivery (Mail Service), which has entered into a reimbursement agreement with ESI and sent directly to the Member's home.

**Infertility** - failure to achieve a Pregnancy after a year of regular unprotected intercourse if the woman is under age 35, or after six months if the woman is over age 35. Treatment of infertility is an exclusion under this plan.

**Network Pharmacy** - a pharmacy that has:

- Entered into an agreement with ESI or an organization contracting on its behalf to provide Prescription Drug Products to Covered Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by ESI as a Network Pharmacy. New Prescription Drug Product - a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA).

**Out-of-Network Reimbursement Rate** – the amount the Plan will pay to reimburse You for a Prescription Drug Product that is dispensed at a non-Network Pharmacy. The Out-of-Network Reimbursement Rate for a particular Prescription Drug Product dispensed at a non-Network Pharmacy includes a dispensing fee and any applicable sales tax.

**Prescription Drug List (PDL)** - a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to ESI's periodic review and modification (generally quarterly, but no more than two times per calendar year). You may determine to which tier a particular Prescription Drug Product has been assigned by contacting ESI at the number on Your prescription drug ID card or by logging onto ESI's online portal.

**Prescription Order or Prescription** - A written request by a Provider, as permitted by law, for a drug or medication and each authorized refill for same.

**Preventive Care Medications (PPACA Zero Cost Share)** - the medications that are obtained at a Network Pharmacy with a Prescription Order or Refill from a Physician and that are payable at 100% of the Prescription Drug Charge (without application of any Copayment, Coinsurance, Annual Deductible, Annual Drug Deductible or Specialty Prescription Drug Product Annual Deductible) as required by applicable law under any of the following:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
- With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

You may determine whether a drug is a Preventive Care Medication as well as information on access to coverage of Medically Necessary alternatives through ESI's online portal or by calling the number on Your prescription drug ID card.

For the purposes of this definition PPACA means Patient Protection and Affordable Care Act of 2010.

**Specialty Drugs** - Typically high cost drugs that are injected or infused in the treatment of acute or chronic diseases. Specialty Drugs often require special handling such as temperature-controlled packaging and expedited delivery. Most Specialty Drugs require preauthorization to be considered Medically Necessary.

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

**Usual and Customary Charge** - the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. The Usual and Customary Charge includes a dispensing fee and any applicable sales tax.