



# **MONTROSE COUNTY SCHOOL DISTRICT RE-1J**

## **PPO EMPLOYEE MEDICAL PLAN**

### **Plan Document and Summary Plan Description**

Effective: January 1, 2022

Restated: January 1, 2024

Third Party Administrator:  
Simplified Benefits Administrators  
10375 Park Meadows Drive, Suite 125  
Lone Tree, Colorado 80124

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**ESTABLISHMENT OF THE PLAN: ADOPTION OF THE PLAN DOCUMENT AND  
SUMMARY PLAN DESCRIPTION**

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION ("Plan Document"), made by **Montrose County School District RE-1J** (the "Company" or the "Plan Sponsor") as of January 1, 2024, hereby sets forth the provisions of the Montrose County School District RE-1J Employee Medical Plan (the "Plan"). Any wording which may be contrary to Federal Laws or Statutes is hereby understood to meet the standards set forth in such. Also, any changes in Federal Laws or Statutes which could affect the Plan are also automatically a part of the Plan, if required.

**Effective Date**

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, (the "Effective Date").

**Adoption of the Plan Document**

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed.

**Montrose County School District RE-1J**

By: Barbara Murry

Name: Barbara Murry

Title: Risk Manager

Date: 1/18/2024

## INTRODUCTION AND PURPOSE; GENERAL PLAN INFORMATION

### Introduction and Purpose

The Plan Sponsor has established the Plan for the benefit of eligible Employees and their eligible Dependents, in accordance with the terms and conditions described herein. Plan benefits are self-funded through a benefit fund established by the Plan Sponsor with contributions from Participants and/or the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits. Contributions received from Participants are used to cover Plan costs and are expended immediately.

The Plan Sponsor's purpose in establishing the Plan is to protect eligible Employees and their Dependents against certain health expenses and to help defray the financial effects arising from Injury or Illness. To accomplish this purpose, the Plan Sponsor must be mindful of the need to control and minimize health care costs through innovative and efficient plan design and cost containment provisions, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to effectively assign the resources available to help Participants in the Plan to the maximum feasible extent.

The Plan Sponsor has adopted this Plan Document as the written description of the Plan to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for eligible benefits. The Plan Document is maintained by **Montrose County School District RE-1J** and may be reviewed at any time during normal working hours by any Participant.

### General Plan Information

<b>Name of Plan:</b>	<b>Montrose County School District RE-1J Employee Medical Plan</b>
<b>Plan Sponsor:</b>	<b>Montrose County School District RE-1J 930 Colorado Avenue Montrose, Colorado 81401 970-249-7726</b>
<b>Plan Administrator: (Named Fiduciary)</b>	<b>Montrose County School District RE-1J 930 Colorado Avenue Montrose, Colorado 81401 970-249-7726</b>
<b>Plan Sponsor ID No. (EIN):</b>	<b>84-0517051</b>
<b>Plan Year:</b>	<b>January 1 through December 31</b>
<b>Plan Number:</b>	<b>501</b>
<b>Plan Status:</b>	<b>Non-Grandfathered</b>
<b>Plan Type:</b>	<b>Medical Vision Prescription Drug</b>
<b>Source of Funding:</b>	<b>Self-Funded</b>
<b>Third Party Administrator:</b>	<b>Simplified Benefits Administrators 10375 Park Meadows Drive, Suite 125 Lone Tree, Colorado 80124</b>

800-207-1018

**Participating Employer(s):** Montrose County School District RE-1J

**Agent for Service of Process:** Montrose County School District RE-1J  
930 Colorado Avenue  
Montrose, Colorado 81401  
970-249-7726

The Plan shall take effect for each Participating Employer on the Effective Date, unless a different date is set forth above opposite such Participating Employer's name.

**Non-English Language Notice**

This Plan Document contains a summary in English of a Participant's plan rights and benefits under the Plan. If a Participant has difficulty understanding any part of this Plan Document, he or she may contact the Plan Administrator at the contact information above.

**Legal Entity; Service of Process**

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

**Not a Contract**

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document is not to be construed as a contract of any type between the Company and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any Employee at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Company with the bargaining representatives of any Employees.

**Mental Health Parity**

Pursuant to the Mental Health Parity Act (MHPA) of 1996 and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

**Non-Discrimination**

No eligibility rules or variations in contribution amounts will be imposed based on an eligible Employee's and his or her Dependent's/Dependents' health status, medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, disability, or any other health status related factor. Coverage under this Plan is provided regardless of an eligible Employee's and his or her Dependent's/Dependents' race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Plan that are based on clinically indicated reasonable medical management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

**Discretionary Authority**

The Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents; to make determinations in regards to issues relating to eligibility for benefits; to decide disputes that may arise relative to a Participant's rights; and to determine all questions of fact and law arising under the Plan.

## **ELIGIBILITY FOR COVERAGE**

### **Eligibility for Individual Coverage**

Each Non-Variable Hour Employee will become eligible for coverage under this Plan with respect to himself or herself provided the Employee has begun work for his or her Participating Employer

Each Employee who was covered under the Prior Plan, if any, will be eligible on the Effective Date of this Plan.

Each Variable Hour Employee who has averaged the requisite Hours of Service, as defined herein, will become eligible for coverage under this Plan with respect to himself or herself upon completion of a complete Measurement Period. Coverage shall begin on the first day of the Stability Period, as defined herein.

### **Eligibility**

As a Full-Time Employee regularly scheduled to work at least 30 hours per week, you are eligible for coverage the first of the month when you complete your waiting period of one calendar month of active employment.

As a Part-Time Employee regularly scheduled to work at least 18.75 hours per week, you are eligible for coverage the first of the month when you complete your waiting period of one calendar month of active employment.

As a Long-Term Substitute Employee regularly scheduled to work at least 30 hours per week, is not contracted with the Employer, works a minimum of 21 consecutive school days as a Long-Term Substitute for the same Employee, and is on the regular payroll of the Employer for that work, you are eligible for coverage the first of the month when you complete your waiting period of one calendar month of active employment.

As a Limited-Term Employee, if a benefit eligible employee is covered under a Limited-Term Contract that expires at the end of the school year, but has signed a new contract beginning in the fall semester, the employee's coverage will continue during the summer months without a lapse in benefits.

Any Employee working less than 18.75 hours per week will not be eligible for coverage under this plan.

### **Eligible Dependents**

1. Your spouse;
2. Your Common Law spouse;
3. Your same and opposite sex Domestic Partner;
4. Your same and opposite sex Civil Union Partner under Colorado state law;
5. Your child until the end of the month in which he/she attains age 26;
6. Your Child age 26 or older, who is unable to be self-supporting by reason of mental or physical handicap and is incapacitated, provided the child suffered such incapacity prior to the end of the month in which he/she attained age 26. Your Child must be primarily dependent upon you for support. The Plan Sponsor may require subsequent proof of your Child's disability and dependency, including a Physician's statement certifying your Child's physical or mental incapacity; and
7. A Child for whom you are required to provide health coverage due to a Qualified Medical Child Support Order (QMCSO). Procedures for determining a QMCSO may be obtained from the Plan Administrator at no cost

**Spouses, Domestic Partners, and Civil Union Partners eligible for coverage under another group plan (as long as the other group plan meets the ACA's minimum value requirements) are not eligible for coverage under the Plan.**

The Plan Administrator may require documentation proving a Legal Marital, Common Law, Domestic Partner or Civil Union relationship.

A Domestic Partner must meet each of the following requirements:

1. The individual is at least 18 years of age or older;
2. Who is of the same gender as the covered Employee;
3. With whom the covered Employee has shared an exclusive, committed relationship for at least one year with the intent for the relationship to last indefinitely;
4. Who is not related to the covered Employee by blood to a degree that would prohibit marriage pursuant to section 14-2-110, C.R.S.; and
5. Who is not legally married to, nor the Domestic Partner of, any other person.

In the event the Domestic Partnership is terminated, either partner is required to inform the Plan Administrator of the termination of the Domestic Partnership.

### **Eligibility Dates for Dependent Coverage**

Each Employee will become eligible for coverage under this Plan for his or her Dependents on the latest of the following dates:

1. His or her date of eligibility for coverage for himself or herself under the Plan.
2. The date coverage for his or her Dependents first becomes available under any amendment to the Plan, if such coverage was not provided under the Plan on the Effective Date of the Plan.
3. The first date upon which he or she acquires a Dependent.

In no event will any Dependent Child be covered as a Dependent of more than one Employee who is covered under the Plan.

No person may be covered simultaneously under this Plan as both an employee and a dependent.

In order for an Employee's Dependent to be covered under the Plan the Employee must be enrolled for coverage under the Plan.

### **Effective Dates of Coverage; Conditions**

The coverage for which an individual is eligible under this Plan will become effective on the date specified below, subject to the conditions of this section.

1. Enrollment Application (paper or electronic as applicable). Employee(s) may seek to obtain coverage for themselves and/or Dependents via a form (either paper or electronic as applicable) furnished by the Plan Administrator, in a manner that is satisfactory to the Plan Administrator, and within 31 days following the applicable date of eligibility. If coverage is available and appropriate, coverage will become effective after review of the form, and upon the subsequent date such Employee or Dependents are eligible.
2. Coverage as Both Employee and Dependent. An eligible Participant may enroll in this Plan either as an Employee or as a Dependent, but not both.
3. Birth of Dependent Child. Except as provided in "Newly Acquired Dependents," below, a newborn Child of a covered Employee will be considered eligible and will be covered from the moment of birth **only if written application to add the Child is received by the Plan Administrator within 31 days following the Child's date of birth**. If such written application to add a newborn Child is received by the Plan Administrator AFTER the 31-day period immediately following the Child's date of birth, the Child is considered a late enrollee and not eligible for the Plan until the

next Open Enrollment Period. A newborn Child of a Dependent Child is not eligible for this Plan unless the newborn Child meets the definition of an eligible Dependent.

4. Newly Acquired Dependents. If while an Employee is enrolled for coverage, that Employee acquires a Dependent, coverage for the newly acquired Dependent shall be effective on the date the Dependent becomes eligible only if the existing coverage extends to Dependents. If coverage for Dependents has not already been secured by the Employee, a written application must be made to the Plan within 31 days of the date of the newly acquired Dependent's initial eligibility, and any required contributions must be made if enrollment is otherwise approved by the Plan Administrator.
5. Dependents of Multiple Employees. If a Dependent may be deemed to be a Dependent of more than one Covered Employee, such Dependent shall be deemed to be a Dependent of one such Employee only.
6. Medicaid Coverage. An individual's eligibility for any State Medicaid benefits will not be taken into account by the Plan in determining that individual's eligibility under the Plan.
7. FMLA Leave. Regardless of any requirements set forth in the Plan, the Plan shall at all times comply with FMLA.

**NOTE: It is the responsibility of the enrolled Employee to notify his or her Employer of any changes in the Dependent's status.**

### **Special and Open Enrollment**

Federal law requires and the Plan provides so-called "Special Enrollment Periods," during which Employees may enroll in the Plan, even if they declined to enroll during an initial or subsequent eligibility period.

### **Loss of Other Coverage**

This Plan will permit an eligible Employee or Dependent (including his or her spouse) who is eligible, but not enrolled, to enroll for coverage under the terms of the Plan if each of the following conditions is met:

1. The eligible Employee or Dependent was covered under another group health plan or had other health insurance coverage at the time coverage under this Plan was offered.
2. The eligible Employee stated in writing at the time this Plan was offered, that the reason for declining enrollment was due to the eligible Employee having coverage under another group health plan or due to the Employee having other health insurance coverage.
3. The eligible Employee or Dependent lost other coverage pursuant to one of the following events:
  - a. The eligible Employee or Dependent was under COBRA and the COBRA coverage was exhausted.
  - b. The eligible Employee or Dependent was not under COBRA and the other coverage was terminated as a result of loss of eligibility (including as a result of Legal Separation, divorce, loss of Dependent status, death, termination of employment, or reduction in the number of hours worked).
  - c. The eligible Employee or Dependent moved out of a Health Maintenance Organization (HMO) service area with no other option available.
  - d. The Plan is no longer offering benefits to a class of similarly situated individuals.
  - e. The benefit package option is no longer being offered and no substitute is available.
  - f. The employer contributions under the other coverage were terminated.

Special enrollment rights will not be available to an Employee or Dependent if either of the following requirements is met:

1. The other coverage is/was available via COBRA Continuation Coverage and the Employee or Dependent failed to exhaust the maximum time available to him or her for such COBRA coverage; or
2. The Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the Other Plan).



For an eligible Employee or Dependent(s) who has met the conditions specified above, this Plan will be effective at 12:01 A.M. on the first day following the loss of other coverage and the request is made within 31 days from loss of coverage.

### **New Dependent**

An Employee or Dependent who is eligible, but not enrolled in this Plan, may be eligible to enroll during a special enrollment period if an Employee acquires a new Dependent as a result of marriage, legal guardianship, birth, adoption, or placement for adoption. To be eligible for this special enrollment, the Employee must apply in writing or electronically, as applicable, no later than 31 days after he or she acquires the new Dependent. The following conditions apply to any eligible Employee and Dependents:

An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll during a special enrollment period if both of the following conditions are met:

1. The eligible Employee is a covered Employee under the terms of this Plan but elected not to enroll during a previous enrollment period.
2. An individual has become a Dependent of the eligible Employee through marriage, legal guardianship, birth, adoption, or placement for adoption.

If the conditions for special enrollment are satisfied, the coverage of the Dependent and/or Employee enrolled during the Special Enrollment Period will be effective at 12:01 A.M. for the following events:

1. In the case of marriage, on the date of the marriage.
2. In the case of domestic partnership, on the date the Affidavit of Qualifying Domestic Partnership is executed.
3. In the case of civil union, on the date the Certificate of Civil Union is executed.
4. For a legal guardianship, on the date on which such Child is placed in the covered Employee's home pursuant to a court order appointing the covered Employee as legal guardian for the Child.
5. In the case of a Dependent's birth, as of the date of birth.
6. In the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

### **Additional Special Enrollment Rights**

Employees and Dependents who are eligible but not enrolled are entitled to enroll under one of the following circumstances:

1. The Employee's or Dependent's Medicaid or State Child Health Insurance Plan (i.e. CHIP) coverage has terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination.
2. The Employee or Dependent become eligible for a contribution / premium assistance subsidy under Medicaid or a State Child Health Insurance Plan (i.e. CHIP), and the Employee requests coverage under the Plan within 60 days after eligibility is determined.

If the conditions for special enrollment are satisfied, coverage for the Employee and/or his or her Dependent(s) will be effective at 12:01 A.M. on the first day following the above described additional special enrollment rights.

### **Open Enrollment**

Prior to the start of a Plan Year, this Plan has an Open Enrollment Period. Eligible Participants who are not covered under this Plan may enroll for coverage during Open Enrollment Periods. Coverage for Participants enrolling during an Open Enrollment Period will become effective on January 1, as long as all other eligibility requirements have been met. If the other eligibility requirements have not been met, coverage for Participants enrolling during an Open Enrollment Period will become effective as stated in the provision, "Eligibility for Individual Coverage".

You and your dependents may enroll for coverage during the Plan's annual open enrollment period only.

The terms of the Open Enrollment Period, including duration of the election period, shall be determined by the Plan Administrator and communicated prior to the start of an Open Enrollment Period.

"Open Enrollment Period" shall mean the time frame specified by the Plan Administrator.

### **General Leave of Absence**

Members may be entitled to benefits under the Plan during an Employer-approved leave of absence. Refer to the Employer policies for these details.

### **Qualified Medical Child Support Orders**

This Plan will provide for immediate enrollment and benefits to the Child or Children of a Participant, not including an ex-stepchild or ex-stepchildren, who are the subject of a Qualified Medical Child Support Order (QMCSO), regardless of whether the Child or Children reside with the Participant, provided the Child or Children are not already enrolled as an eligible Dependent as described in this Plan. If a QMCSO is issued, then the Child or Children shall become Alternate Recipient(s) of the benefits under this Plan, subject to the same limitations, restrictions, provisions and procedures as any other Participant. The Plan Administrator will determine if the order properly meets the standards described herein. A properly completed National Medical Support Notice (NMSN) will be treated as a QMCSO and will have the same force and effect.

To be considered a Qualified Medical Child Support Order, the Medical Child Support Order must contain the following information:

1. The name and last known mailing address (if any) of the Participant and the name and mailing address of each such Alternate Recipient covered by the order.
2. A reasonable description of the type of coverage to be provided by this Plan to each Alternate Recipient, or the manner in which such type of coverage is to be determined.
3. The period of coverage to which the order applies.
4. The name of this Plan.

A National Medical Support Notice shall be deemed a QMCSO if all of the following requirements are met:

1. It contains the information set forth in the Definitions section in the definition of "National Medical Support Notice."
2. It identifies either the specific type of coverage or all available group health coverage. If the Employer receives a NMSN that does not designate either specific type(s) of coverage or all available coverage, the Employer and the Plan Administrator will assume that all are designated.
3. It informs the Plan Administrator that, if a group health plan has multiple options and the Participant is not enrolled, the issuing agency will make a selection after the NMSN is qualified, and, if the agency does not respond within 20 days, the Child will be enrolled under the Plan's default option (if any).
4. It specifies that the period of coverage may end for the Alternate Recipient(s) only when similarly situated dependents are no longer eligible for coverage under the terms of the Plan, or upon the occurrence of certain specified events.

A NMSN need not be recognized as a QMCSO if it requires the Plan to provide any type or form of benefit, or any option, not otherwise provided to the Participants and eligible Participants without regard to the provisions herein, except to the extent necessary to meet the requirements of a State law relating to Medical Child Support Orders, as described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822).

In the instance of any Medical Child Support Order received by this Plan, the Plan Administrator shall, as soon as administratively possible, perform the following:

1. In writing, notify the Participant and each Alternate Recipient covered by such Order (at the address included in the Order) of the receipt of such Order and the Plan's procedures for determining whether the Order qualifies as a QMCSO.
2. Make an administrative determination if the order is a QMCSO and notify the Participant and each affected Alternate Recipient of such determination.

In the instance of any National Medical Support Notice received by this Plan, the Plan Administrator shall perform the following:

1. Notify the State agency issuing the notice with respect to the Child whether coverage of the Child is available under the terms of the Plan and, if so:
  - a. Whether the Child is covered under the Plan.
  - b. Either the effective date of the coverage or, if necessary, any steps to be taken by the custodial parent or by the official of a State or political subdivision to effectuate the coverage.
2. Provide to the custodial parent (or any State official serving in a substitute capacity) a description of the coverage available and any forms or documents necessary to effectuate such coverage.

As required by Federal law, the Plan Administrator shall perform the following:

1. Establish reasonable procedures to determine whether Medical Child Support Order or National Medical Support Notice are Qualified Medical Child Support Orders.
2. Administer the provision of benefits under such qualified orders. Such procedures shall:
  - a. Be in writing.
  - b. Provide for the notification of each person specified in a Medical Child Support Order as eligible to receive benefits under the plan (at the address included in the Medical Child Support Order) of such procedures promptly upon receipt by the plan of the Medical Child Support Order.
  - c. Permit an Alternate Recipient to designate a representative for receipt of copies of notices that are sent to the Alternate Recipient with respect to a Medical Child Support Order.

A Participant of this Plan may obtain, without charge, a copy of the procedures governing QMCSO determinations from the Plan Administrator.

### **Reinstatement of Coverage**

A covered Employee who is terminated and rehired will be treated as a New Employee upon rehire only if the Employee was not credited with an Hour of Service with the Employer (or any member of the controlled or affiliated group) for a period of at least 26 consecutive weeks immediately preceding the date of rehire.

Upon return, coverage will be reinstated on the first of the month following the date of rehire, so long as all other eligibility criteria are satisfied.

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

"GINA" prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term "genetic information" means, with respect to any individual, information about any of the following:

1. Such individual's genetic tests.
2. The genetic tests of family members of such individual.
3. The manifestation of a disease or disorder in family members of such individual.

The term "genetic information" includes participating in clinical research involving genetic services. Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detect

genotypes, mutations, or chromosomal changes. Genetic information is a form of Protected Health Information (PHI) as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to applicable Privacy and Security Standards.

Family members as it relates to GINA include dependents, plus all relatives to the fourth degree, without regard to whether they are related by blood, marriage, or adoption. Underwriting as it relates to GINA includes any rules for determining eligibility, computing premiums or contributions, and applying pre-existing condition limitations. Offering reduced premiums or other rewards for providing genetic information would be impermissible underwriting.

GINA will not prohibit a health care Provider who is treating an individual from requesting that the patient undergo genetic testing. The rules permit the Plan to obtain genetic test results and use them to make claims payment determinations when it is necessary to do so to determine whether the treatment provided to the patient was medically advisable and/or necessary.

The Plan may request, but not require, genetic testing in certain very limited circumstances involving research, so long as the results are not used for underwriting, and then only with written notice to the individual that participation is voluntary and will not affect eligibility for benefits, premiums or contributions. In addition, the Plan will notify and describe its activity to the Health and Human Services secretary of its activities falling within this exception.

While the Plan may collect genetic information after initial enrollment, it may not do so in connection with any annual renewal process where the collection of information affects subsequent enrollment. The Plan will not adjust premiums or increase group contributions based upon genetic information, request or require genetic testing or collect genetic information either prior to or in connection with enrollment or for underwriting purposes.

## SUMMARY OF BENEFITS

### **General Limits**

Payment for any of the expenses listed below is subject to all Plan Exclusions, limitations and provisions. All coverage figures, if applicable, are after the out of pocket Deductible has been satisfied.

See the Utilization Management section for more information regarding Pre-Certification and/or Notification requirements.

Please note affirmation that a treatment, service, or supply is of a type compensable by the Plan is not a guarantee that the particular treatment, service, or supply in question, upon receipt of a Clean Claim and review by the Plan Administrator, will be eligible for payment.

### **Choice of Providers**

The Plan is not intended to disturb the Physician-patient relationship. Each Participant has a free choice of any Physician or surgeon, and the Physician-patient relationship shall be maintained. Physicians and other health care Providers are not agents or delegates of the Plan Sponsor, Company, Plan Administrator, Employer or Third Party Administrator. The delivery of medical and other health care services on behalf of any Participant remains the sole prerogative and responsibility of the attending Physician or other health care Provider. The Participant, together with his or her Physician, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the Plan will pay for all or a portion of the cost of such care.

### **Network Provider Information**

The Network Providers are merely independent contractors; neither the Plan nor the Plan Administrator make any warranty as to the quality of care that may be rendered by any Network Provider.

If the Participant does not have access to a computer at his or her home, he or she may access this website at his or her place of employment. The Network Provider list changes frequently; therefore, it is recommended that a Participant verify with the Provider that the Provider is still a Network Provider before receiving services. **Please refer to the Participant identification card for the website address.**

### **PPO Network Access**

Montrose Regional Health Network  
First Health Complementary Network  
UCHealth Network

### **PPO Network Access Outside the State of Colorado**

First Health Network

### **No Surprises/Out of Network Access**

ClearHealth

### **Network and Non-Network Provider Arrangement**

The Plan contracts with medical Provider Networks to access discounted fees for service for Participants. Hospitals, Physicians and other Providers who have contracted with the medical Provider Networks are called "Network Providers." Those who have not contracted with the Networks are referred to in this Plan as "Non-Network Providers." This arrangement results in the following benefits to Participants:

1. The Plan provides different levels of benefits based on whether the Participants use a Network or Non-Network Provider. Unless one of the exceptions shown below applies, if a Participant elects to receive medical care from the Non-Network Provider, the benefits payable are generally lower than those payable when a Network Provider is used. The following exceptions apply:

- a. In the event a Network Provider utilizes Non-Network Provider for diagnostic testing, x-rays, laboratory services or anesthesia, then charges of the Non-Network Provider will be paid as though the services were provided by a First Health Provider.
  - b. In the event a Network Provider is not available in the service area, then charges of the Non-Network Provider will be paid as though the services were provided by a First Health Provider.
  - c. In the event a Participant receives Emergency care either Out-of-Area or at a Non-Network Hospital for an Accidental Bodily Injury or Emergency then charges of the Non-Network Provider will be paid as though the services were provided by a First Health Provider.
  - d. In the event a Dependent student attending school outside the state of Colorado, then charges of the Non-Network Provider will be paid as though the services were provided by a First Health Provider.
2. Except as outlined in “No Surprises Act – Emergency Services and Surprise Bills” below, if the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.
  3. To receive benefit consideration, Participants may need to submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.
  4. Benefits available to Network Providers are limited such that if a Network Provider advances or submits charges which exceed amounts that are eligible for payment in accordance with the terms of the Plan, or are for services or supplies for which Plan coverage is not available, or are otherwise limited or excluded by the Plan, benefits will be paid in accordance with the terms of the Plan.

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant's Coinsurance, Copayment, Deductible, and out-of-pocket maximum will be calculated as if the Provider had been In-Network despite that information proving inaccurate.

### **No Surprises Act – Emergency Services and Surprise Bills**

For Non-Network claims subject to the No Surprises Act (“NSA”), Participant cost-sharing will be the same amount as would be applied if the claim was provided by a Network Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services, with the exception of valid Plan-appointed cost-sharing as outlined above. Any such cost-sharing amounts will accrue toward In-Network Deductibles and out of pocket maximums.

Benefits for claims subject to the NSA will be denied or paid within 30 days of receipt of an initial claim, and if approved will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

1. Emergency Services;
2. Non-emergency services rendered by a Non-Network Provider at a Participating Health Care Facility, provided the Participant has not validly waived the applicability of the NSA; and
3. Covered Non-Network air ambulance services.

### **Claims Audit**

In addition to the Plan's Medical Record Review process, the Plan Administrator may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, the Plan Administrator has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that exceed the Maximum Allowable Charge or services that are not Medically Necessary and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to the Plan Administrator or its agent to identify the charges deemed in excess of the Maximum Allowable Charge or other applicable provisions, as outlined in this Plan Document.

Despite the existence of any agreement to the contrary, the Plan Administrator has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accord with the terms of this Plan Document.

### **Continuity of Care**

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider's failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner, but in no event later than 7 calendar days after termination that the Provider's contractual relationship with the Plan has terminated, and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan's notice of termination is provided and ending 90 days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, "continuing care patient" means an individual who:

1. is undergoing a course of treatment for a serious and complex condition from a specific Provider,
2. is undergoing a course of institutional or Inpatient care from a specific Provider,
3. is scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery,
4. is pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider, or
5. is or was determined to be terminally ill and is receiving treatment for such illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred, however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

**Summary of Benefits – Premier Plan**

The following benefits are per Participant per Calendar Year. All benefits are subject to the Maximum Allowable Charge.

**Deductibles, Percentage Payable and Out-of-Pocket Expense Limits**

Premier Plan	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
Deductible			
• Individual	\$500	\$850	\$1,450
• Family Unit	\$1,000	\$1,450	\$2,650
Percentage Payable (unless otherwise stated)	90%	90%	50%
Out-of-Pocket Expense Limit			
• Individual	\$2,500	\$3,550	\$6,850
• Family Unit	\$5,000	\$6,250	\$11,250

Covered expenses incurred during the last three months (October, November, and December) of a plan year that were applied toward the individual deductible will be allowed as credit toward satisfaction of the individual deductible in the following plan year.

The Deductible, Medical and Rx are applied to and included in the out-of-pocket amount.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Deductibles amounts are combined.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Out-of-Pocket amounts are combined.

**Pre-notification of certain services is strongly recommended, but not required by the Plan.**

Premier Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
<b>Advanced Imaging</b> (Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans)	90% of PPO rate  after deductible	90% of PPO rate  after deductible	50% of maximum allowable charge  after deductible
<b>Allergy Injections</b>	100% of PPO rate  subject to copayment of \$15 per visit	100% of PPO rate  subject to copayment of \$15 per visit	50% of maximum allowable charge  after deductible
<b>Allergy Services</b>  Office Visit Serum	90% of PPO rate  after deductible	90% of PPO rate  after deductible	50% of maximum allowable charge  after deductible



<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Ambulance (Ground/Water)</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	90% of maximum allowable charge after PPO deductible
<b>Ambulance (Air)</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	90% of maximum allowable charge after PPO deductible
<b>Ambulatory Surgical Center</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Anesthesia</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Applied Behavior Analysis (ABA) Therapy</b> Outpatient 30 visits per Calendar Year maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Cardiac Rehabilitation</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Chemotherapy</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Colonoscopy/ Sigmoidoscopy – Routine that do not meet preventive care guidelines</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Diabetic Supplies</b>  Insulin and Syringes Associated Supplies	90% of PPO rate	90% of PPO rate	90% of maximum allowable charge

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Dialysis</b>	90% after deductible 200% of Medicare rate	90% after deductible 200% of Medicare rate	90% after deductible 200% of Medicare rate
<b>NOTE:</b> Refer to Dialysis for additional information.			
<b>Durable Medical Equipment</b> New Purchase	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Durable Medical Equipment</b> Replacement	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Emergency Room</b>	90% of PPO rate after deductible subject to copayment of \$100 per visit	90% of PPO rate after deductible subject to copayment of \$100 per visit	90% of maximum allowable charge after PPO deductible subject to copayment of \$100 per visit
<b>Gene Therapy</b> \$10,000 Lifetime maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Genomic Testing</b> \$10,000 Lifetime maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Home Health Care</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospice Care</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospital Inpatient</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Hospital Outpatient</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infertility</b> \$3,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infusion Therapy</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mammogram – Routine that do not meet preventive care guidelines</b> 1 per Calendar Year	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mental Health</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Newborn Care</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Occupational Therapy</b> (Outpatient) 30 visits per Calendar Year maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Outpatient Diagnostic X-ray and Lab</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit—Primary Care, Substance Use Disorder &amp; Mental Health</b>	100% of PPO rate subject to copayment of \$35 per visit	100% of PPO rate subject to copayment of \$35 per visit	50% of maximum allowable charge after deductible

The Primary Care office visit copayment will apply to the office visit charge including blood draw billed with the office visit.

A Primary Care Physician shall mean a general practitioner, family practitioner, general internist, obstetrician/gynecologist, a licensed midwife/certified nurse-midwife (CNM), pediatrician, urgent care Physician, nurse practitioner, Physician's Assistant (P.A.), licensed professional counselor, licensed certified professional counselor, certified chemical dependency counselor, or licensed clinical social worker.

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Office Visit—Specialist</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Lab</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Surgery</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit X-rays</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthognathic Surgery</b> \$1,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthotics</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Physical Therapy</b> Outpatient 30 visits per Calendar Year maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Pregnancy</b>  <b>Pregnancy expenses of Dependent Children are NOT covered.</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Preventive Diabetic Education</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Colonoscopy/Sigmoidoscopy</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive (DME) Breast Pump</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Examination</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Gynecology Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Immunizations</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Lab Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Mammogram</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Nutritional Education Counseling</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Obesity Interventions</b>  26 visits per Calendar Year maximum	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>NOTE:</b> Refer to <b>Obesity Interventions</b> for more information.			
<b>Preventive Pap Test</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Preventive Prostate Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive X-ray Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>NOTE:</b> Refer to <b>Preventive Care</b> and <b>Preventive Services for Women</b> for more information.			
<b>Prosthetics</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Radiation Therapy</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Skilled Nursing Facility</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Sleep Apnea/Studies</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Smoking/Tobacco/Nicotine Cessation Counseling</b>  3 visits per Calendar Year maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Speech Therapy</b>  Outpatient 30 visits per Calendar Year maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Substance Use Disorder</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Surgery</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Telehealth</b> Primary Care Substance Use Disorder Care Mental Health Care	100% of PPO rate subject to copayment of \$35 per visit	100% of PPO rate subject to copayment of \$35 per visit	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Telehealth</b> Specialist	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Temporomandibular Joint Disorder (TMJ)</b> \$3,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant Travel and Lodging</b> \$5,000 per Transplant maximum	100%	100%	100%
<b>Urgent Care Facility</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Urgent Care Office Visit</b>	100% of PPO rate subject to copayment of \$35 per visit	100% of PPO rate subject to copayment of \$35 per visit	50% of maximum allowable charge after deductible
<b>Weight Control Surgery</b> \$25,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Premier Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Wig After Chemotherapy or Radiation Treatment</b> \$200 Lifetime maximum	90% of PPO rate after deductible	90% of PPO rate after deductible	90% of maximum allowable charge after deductible
<b>All Other Covered Services</b>	90% of PPO rate after deductible	90% of PPO rate after deductible	50% of maximum allowable charge after deductible



**Summary of Benefits - Prescription**

<b>Premier Prescription Drugs</b>	
<b>Covered Services</b>	<b>First Health/UCHealth Network Providers</b>
Generic	80% of PPO rate
Brand Name	60% of PPO rate
Diabetic Insulin and Supplies	90% of PPO rate

**Prescription Drugs maximum copayment per Prescription**

- Retail Pharmacy (30 day supply)                      \$150
- Mail Order or Retail (31 to 90 day supply)              \$350

**Specialty Drugs** must be obtained through the Magellan Specialty Pharmacy.

**Specialty Drugs** listed on the **Specialty Drug List** are subject to the benefits listed above and require prior authorization. All Specialty Drugs must be ordered through **Magellan Specialty Pharmacy**.

Plan Participants using Specialty Drugs included on the Select Drugs and Products List must enroll in the Plan Select Drugs and Products Program. Contact the Specialty Contact Center for additional information at (877) 869-7772.

Failure to meet prior authorization criteria, including enrollment in the Select Drugs and Products Program when applicable, will result in a cost containment penalty equal to a 100% reduction in benefits payable.

**NOTE:** If a Plan Participant is the recipient of discounts, coupons, Pharmacy discount programs or similar arrangements provided by a drug manufacturer or Pharmacy on a Brand Name drug when a medically appropriate Generic equivalent is available, the Plan Participant will be responsible for the actual difference in cost between the Generic drug and applicable Brand Name drug in addition to the applicable benefit as stated above. The difference in cost will not apply to the maximum out-of-pocket amount shown in the Summary of Benefits. If applicable, this Plan will make a retroactive adjustment to a claim. This provision does not apply to the purchase of Brand Specialty Drugs under this Plan.

**Summary of Benefits - Vision**

**NOTE: Participation in the Vision Care Benefits of this Plan requires a separate enrollment election.**

There are no Network Providers under the Routine Vision Care Benefit. It is the Plan Participant's choice as to which Provider to use.

Eye Exam 1 per Calendar Year	100%
Frames/Frame-type Lenses or Contact Lenses (in lieu of frames) \$150 Calendar Year maximum	100%

Additional information on Vision Benefits can be found in the separate Vision Covered Benefits section of this document.

**Summary of Benefits – Standard Plan**

The following benefits are per Participant per Calendar Year. All benefits are subject to the Maximum Allowable Charge.

**Deductibles, Percentage Payable and Out-of-Pocket Expense Limits**

Standard Plan	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
Deductible			
• Individual	\$750	\$1,100	\$1,950
• Family Unit	\$1,500	\$1,950	\$3,650
Percentage Payable (unless otherwise stated)	80%	80%	50%
Out-of-Pocket Expense Limit			
• Individual	\$3,500	\$4,900	\$9,550
• Family Unit	\$7,000	\$9,250	\$14,250

Covered expenses incurred during the last three months (October, November, and December) of a plan year that were applied toward the individual deductible will be allowed as credit toward satisfaction of the individual deductible in the following plan year.

The Deductible, Medical and Rx are applied to and included in the out-of-pocket amount.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Deductibles amounts are combined.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Out-of-Pocket amounts are combined.

**Pre-notification of certain services is strongly recommended, but not required by the Plan.**

Standard Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
<b>Advanced Imaging</b> (Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans)	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Allergy Injections</b>	100% of PPO rate subject to copayment of \$15 per visit	100% of PPO rate subject to copayment of \$15 per visit	50% of maximum allowable charge after deductible
<b>Allergy Services</b> Office Visit Serum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Ambulance (Ground/Water)</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	80% of maximum allowable charge after PPO deductible
<b>Ambulance (Air)</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	80% of maximum allowable charge after PPO deductible
<b>Ambulatory Surgical Center</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Anesthesia</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Applied Behavior Analysis (ABA) Therapy</b> Outpatient 30 visits per Calendar Year maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Cardiac Rehabilitation</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Chemotherapy</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Colonoscopy/ Sigmoidoscopy – Routine that do not meet preventive care guidelines</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Diabetic Supplies</b>  Insulin and Syringes Associated Supplies	80% of PPO rate	80% of PPO rate	80% of maximum allowable charge

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Dialysis</b>	80% after deductible 200% of Medicare rate	80% after deductible 200% of Medicare rate	80% after deductible 200% of Medicare rate
<b>NOTE:</b> Refer to Dialysis for additional information.			
<b>Durable Medical Equipment</b> New Purchase	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Durable Medical Equipment</b> Replacement	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Emergency Room</b>	80% of PPO rate after deductible subject to copayment of \$150 per visit	80% of PPO rate after deductible subject to copayment of \$150 per visit	80% of maximum allowable charge after PPO deductible subject to copayment of \$150 per visit
<b>Gene Therapy</b> \$10,000 Lifetime maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Genomic Testing</b> \$10,000 Lifetime maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Home Health Care</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospice Care</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospital Inpatient</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Hospital Outpatient</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infertility</b> \$2,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infusion Therapy</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mammogram – Routine that do not meet preventive care guidelines</b> 1 per Calendar Year	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mental Health</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Newborn Care</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Occupational Therapy</b> (Outpatient) 30 visits per Calendar Year maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Outpatient Diagnostic X-ray and Lab</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit—Primary Care, Substance Use Disorder &amp; Mental Health</b>	100% of PPO rate subject to copayment of \$40 per visit	100% of PPO rate subject to copayment of \$40 per visit	50% of maximum allowable charge after deductible

The Primary Care office visit copayment will apply to the office visit charge including blood draw billed with the office visit.

A Primary Care Physician shall mean a general practitioner, family practitioner, general internist, obstetrician/gynecologist, a licensed midwife/certified nurse-midwife (CNM), pediatrician, urgent care Physician, nurse practitioner, Physician's Assistant (P.A.), licensed professional counselor, licensed certified professional counselor, certified chemical dependency counselor, or licensed clinical social worker.

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Office Visit—Specialist</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Lab</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Surgery</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit X-rays</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthognathic Surgery</b> \$1,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthotics</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Physical Therapy</b> Outpatient 30 visits per Calendar Year maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Pregnancy</b>  <b>Pregnancy expenses of Dependent Children are NOT covered.</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Preventive Diabetic Education</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Colonoscopy/Sigmoidoscopy</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible

Standard Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive (DME) Breast Pump</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Examination</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Gynecology Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Immunizations</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Lab Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Mammogram</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Nutritional Education Counseling</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Obesity Interventions</b>  26 visits per Calendar Year maximum	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>NOTE:</b> Refer to <b>Obesity Interventions</b> for more information.			
<b>Preventive Pap Test</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible



<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Preventive Prostate Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive X-ray Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>NOTE:</b> Refer to <b>Preventive Care</b> and <b>Preventive Services for Women</b> for more information.			
<b>Prosthetics</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Radiation Therapy</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Skilled Nursing Facility</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Sleep Apnea/Studies</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Smoking/Tobacco/Nicotine Cessation Counseling</b>  3 visits per Calendar Year maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Speech Therapy</b>  Outpatient 30 visits per Calendar Year maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Substance Use Disorder</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Surgery</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Telehealth</b> Primary Care Substance Use Disorder Care Mental Health Care	100% of PPO rate subject to copayment of \$40 per visit	100% of PPO rate subject to copayment of \$40 per visit	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Telehealth</b> Specialist Care	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Temporomandibular Joint Disorder (TMJ)</b> \$2,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant Travel and Lodging</b> \$5,000 per Transplant maximum	100%	100%	100%
<b>Urgent Care Facility</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Urgent Care Office Visit</b>	100% of PPO rate subject to copayment of \$40 per visit	100% of PPO rate subject to copayment of \$40 per visit	50% of maximum allowable charge after deductible
<b>Weight Control Surgery</b> \$25,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Standard Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Wig After Chemotherapy or Radiation Treatment</b> \$200 Lifetime maximum	80% of PPO rate after deductible	80% of PPO rate after deductible	80% of maximum allowable charge after deductible
<b>All Other Covered Services</b>	80% of PPO rate after deductible	80% of PPO rate after deductible	50% of maximum allowable charge after deductible

**Summary of Benefits - Prescription**

Standard Prescription Drugs	
Covered Services	First Health/UCHealth Network Providers
Generic	70% of PPO rate
Brand Name	50% of PPO rate
Diabetic Insulin and Supplies	90% of PPO rate

**Prescription Drugs maximum copayment per Prescription**

- Retail Pharmacy (30 day supply)                      \$200
- Mail Order or Retail (31 to 90 day supply)              \$450

**Specialty Drugs** must be obtained through the Magellan Specialty Pharmacy.

**Specialty Drugs** listed on the **Specialty Drug List** are subject to the benefits listed above and require prior authorization. All Specialty Drugs must be ordered through **Magellan Specialty Pharmacy**.

Plan Participants using Specialty Drugs included on the Select Drugs and Products List must enroll in the Plan Select Drugs and Products Program. Contact the Specialty Contact Center for additional information at (877) 869-7772.

Failure to meet prior authorization criteria, including enrollment in the Select Drugs and Products Program when applicable, will result in a cost containment penalty equal to a 100% reduction in benefits payable.

**NOTE:** If a Plan Participant is the recipient of discounts, coupons, Pharmacy discount programs or similar arrangements provided by a drug manufacturer or Pharmacy on a Brand Name drug when a medically appropriate Generic equivalent is available, the Plan Participant will be responsible for the actual difference in cost between the Generic drug and applicable Brand Name drug in addition to the applicable benefit as stated above. The difference in cost will not apply to the maximum out-of-pocket amount shown in the Summary of Benefits. If applicable, this Plan will make a retroactive adjustment to a claim. This provision does not apply to the purchase of Brand Specialty Drugs under this Plan.

**Summary of Benefits - Vision**

**NOTE: Participation in the Vision Care Benefits of this Plan requires a separate enrollment election.**

There are no Network Providers under the Routine Vision Care Benefit. It is the Plan Participant's choice as to which Provider to use.

Eye Exam 1 per Calendar Year	100%
Frames/Frame-type Lenses or Contact Lenses (in lieu of frames) \$150 Calendar Year maximum	100%

Additional information on Vision Benefits can be found in the separate Vision Covered Benefits section of this document.

**Summary of Benefits – Basic Plan**

The following benefits are per Participant per Calendar Year. All benefits are subject to the Maximum Allowable Charge.

**Deductibles, Percentage Payable and Out-of-Pocket Expense Limits**

Basic Plan	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
Deductible			
• Individual	\$1,500	\$2,150	\$4,050
• Family Unit	\$3,000	\$4,050	\$7,850
Percentage Payable (unless otherwise stated)	70%	70%	50%
Out-of-Pocket Expense Limit			
• Individual	\$5,000	\$7,000	\$13,750
• Family Unit	\$10,000	\$11,250	\$19,250

Covered expenses incurred during the last three months (October, November, and December) of a plan year that were applied toward the individual deductible will be allowed as credit toward satisfaction of the individual deductible in the following plan year.

The Deductible, Medical and Rx are applied to and included in the out-of-pocket amount.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Deductibles amounts are combined.

Montrose Regional Health, First Health/UCHealth, and Non-PPO Out-of-Pocket amounts are combined.

**Pre-notification of certain services is strongly recommended, but not required by the Plan.**

Basic Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
<b>Advanced Imaging</b> (Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans)	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Allergy Injections</b>	100% of PPO rate subject to copayment of \$15 per visit	100% of PPO rate subject to copayment of \$15 per visit	50% of maximum allowable charge after deductible
<b>Allergy Services</b> Office Visit Serum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Ambulance (Ground/Water)</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	70% of maximum allowable charge after PPO deductible
<b>Ambulance (Air)</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	70% of maximum allowable charge after PPO deductible
<b>Ambulatory Surgical Center</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Anesthesia</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Applied Behavior Analysis (ABA) Therapy</b> Outpatient 30 visits per Calendar Year maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Cardiac Rehabilitation</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Chemotherapy</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Colonoscopy/ Sigmoidoscopy – Routine that do not meet preventive care guidelines</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Diabetic Supplies</b>  Insulin and Syringes Associated Supplies	70% of PPO rate	70% of PPO rate	70% of maximum allowable charge

<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Dialysis</b>	70% after deductible 200% of Medicare rate	70% after deductible 200% of Medicare rate	70% after deductible 200% of Medicare rate
<b>NOTE:</b> Refer to Dialysis for additional information.			
<b>Durable Medical Equipment</b> New Purchase	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Durable Medical Equipment</b> Replacement	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Emergency Room</b>	70% of PPO rate after deductible subject to copayment of \$200 per visit	70% of PPO rate after deductible subject to copayment of \$200 per visit	70% of maximum allowable charge after PPO deductible subject to copayment of \$200 per visit
<b>Gene Therapy</b> \$10,000 Lifetime maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Genomic Testing</b> \$10,000 Lifetime maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Home Health Care</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospice Care</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Hospital Inpatient</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible



<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Hospital Outpatient</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infertility</b> \$1,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Infusion Therapy</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mammogram – Routine that do not meet preventive care guidelines</b> 1 per Calendar Year	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Mental Health</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Newborn Care</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Occupational Therapy</b> (Outpatient) 30 visits per Calendar Year maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Outpatient Diagnostic X-ray and Lab</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit—Primary Care, Substance Use Disorder &amp; Mental Health</b>	100% of PPO rate subject to copayment of \$50 per visit	100% of PPO rate subject to copayment of \$50 per visit	50% of maximum allowable charge after deductible

The Primary Care office visit copayment will apply to the office visit charge including blood draw billed with the office visit.

A Primary Care Physician shall mean a general practitioner, family practitioner, general internist, obstetrician/gynecologist, a licensed midwife/certified nurse-midwife (CNM), pediatrician, urgent care Physician, nurse practitioner, Physician's Assistant (P.A.), licensed professional counselor, licensed certified professional counselor, certified chemical dependency counselor, or licensed clinical social worker.

<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Office Visit—Specialist</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Lab</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit Surgery</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Office Visit X-rays</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthognathic Surgery</b> \$1,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Orthotics</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Physical Therapy</b> Outpatient 30 visits per Calendar Year maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>NOTE:</b> An additional 20 visits (in increments of 5 visits) will be allowed per Calendar Year when Medically Necessary. Please contact Simplified Benefits Administrators for additional information.			
<b>Pregnancy</b>  <b>Pregnancy expenses of Dependent Children are NOT covered.</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Preventive Diabetic Education</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Colonoscopy/Sigmoidoscopy</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible

Basic Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive (DME) Breast Pump</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Examination</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Gynecology Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Immunizations</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Lab Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive Mammogram</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.			
<b>Preventive Nutritional Education Counseling</b>	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>Preventive Obesity Interventions</b>  26 visits per Calendar Year maximum	100% of PPO rate	100% of PPO rate	100% of maximum allowable charge
<b>NOTE:</b> Refer to <b>Obesity Interventions</b> for more information.			
<b>Preventive Pap Test</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible

Basic Plan Covered Medical Expenses	Montrose Regional Health Network Providers	First Health/UCHealth Network Providers	Non-PPO Network Providers
<b>Preventive Prostate Exam</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>Preventive X-ray Screening</b>	100% of PPO rate	100% of PPO rate	50% of maximum allowable charge after deductible
<b>NOTE:</b> Refer to <b>Preventive Care</b> and <b>Preventive Services for Women</b> for more information.			
<b>Prosthetics</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Radiation Therapy</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Skilled Nursing Facility</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Sleep Apnea/Studies</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Smoking/Tobacco/Nicotine Cessation Counseling</b>  3 visits per Calendar Year maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Speech Therapy</b>  Outpatient 30 visits per Calendar Year maximum	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Substance Use Disorder</b> Residential Treatment Facility Partial Hospitalization Intensive Outpatient Services	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Surgery</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Telehealth</b> Primary Care Substance Use Disorder Care Mental Health Care	100% of PPO rate subject to copayment of \$50 per visit	100% of PPO rate subject to copayment of \$50 per visit	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Telehealth</b> Specialist Care	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.			
<b>Temporomandibular Joint Disorder (TMJ)</b> \$1,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Transplant Travel and Lodging</b> \$5,000 per Transplant maximum	100%	100%	100%
<b>Urgent Care Facility</b>	70% of PPO rate after deductible	70% of PPO rate after deductible	50% of maximum allowable charge after deductible
<b>Urgent Care Office Visit</b>	100% of PPO rate subject to copayment of \$50 per visit	100% of PPO rate subject to copayment of \$50 per visit	50% of maximum allowable charge after deductible
<b>Weight Control Surgery</b> \$25,000 Lifetime maximum	50% of PPO rate after deductible	50% of PPO rate after deductible	50% of maximum allowable charge after deductible

<b>Basic Plan Covered Medical Expenses</b>	<b>Montrose Regional Health Network Providers</b>	<b>First Health/UCHealth Network Providers</b>	<b>Non-PPO Network Providers</b>
<b>Wig After Chemotherapy or Radiation Treatment</b>  \$200 Lifetime maximum	70% of PPO rate  after deductible	70% of PPO rate  after deductible	70% of maximum allowable charge  after deductible
<b>All Other Covered Services</b>	70% of PPO rate  after deductible	70% of PPO rate  after deductible	50% of maximum allowable charge  after deductible

**Summary of Benefits - Prescription**

Basic Prescription Drugs	
Covered Services	First Health/UCHealth Network Providers
Generic	60% of PPO rate
Brand Name	40% of PPO rate
Diabetic Insulin and Supplies	90% of PPO rate

**Prescription Drugs maximum copayment per Prescription**

- Retail Pharmacy (30 day supply) \$250
- Mail Order or Retail (31 to 90 day supply) \$500

**Specialty Drugs** must be obtained through the Magellan Specialty Pharmacy.

**Specialty Drugs** listed on the **Specialty Drug List** are subject to the benefits listed above and require prior authorization. All Specialty Drugs must be ordered through **Magellan Specialty Pharmacy**.

Plan Participants using Specialty Drugs included on the Select Drugs and Products List must enroll in the Plan Select Drugs and Products Program. Contact the Specialty Contact Center for additional information at (877) 869-7772.

Failure to meet prior authorization criteria, including enrollment in the Select Drugs and Products Program when applicable, will result in a cost containment penalty equal to a 100% reduction in benefits payable.

**NOTE:** If a Plan Participant is the recipient of discounts, coupons, Pharmacy discount programs or similar arrangements provided by a drug manufacturer or Pharmacy on a Brand Name drug when a medically appropriate Generic equivalent is available, the Plan Participant will be responsible for the actual difference in cost between the Generic drug and applicable Brand Name drug in addition to the applicable benefit as stated above. The difference in cost will not apply to the maximum out-of-pocket amount shown in the Summary of Benefits. If applicable, this Plan will make a retroactive adjustment to a claim. This provision does not apply to the purchase of Brand Specialty Drugs under this Plan.

## **Summary of Benefits - Vision**

**NOTE: Participation in the Vision Care Benefits of this Plan requires a separate enrollment election.**

There are no Network Providers under the Routine Vision Care Benefit. It is the Plan Participant's choice as to which Provider to use.

Eye Exam 1 per Calendar Year	100%
Frames/Frame-type Lenses or Contact Lenses (in lieu of frames) \$150 Calendar Year maximum	100%

Additional information on Vision Benefits can be found in the separate Vision Covered Benefits section of this document.



## MEDICAL COVERED BENEFITS

Claims should be received by the Claims Administrator within 365 days of the date charges for the services were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims received later than that date will be declined.

These medical benefits will be payable as shown in the Summary of Benefits or as otherwise outlined in this Plan. Subject to the Plan's provisions, limitations and Exclusions, the following are covered major medical benefits:

### **Advanced Imaging**

Charges for advanced imaging including: Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans. Covered Expenses include the readings of these medical tests/scans.

### **Allergy Services**

Charges for allergy care, including injections, serums and extracts, given in a physician's office.

### **Air Ambulance (Emergency Only)**

Covered Expenses will be payable at the lesser of the following:

Benefits are provided for air ambulance transportation only if the Plan Administrator determines that the Participant's condition, the type of service required for the treatment of the Participant's condition, and the type of facility required to treat the Participant's condition justify the use of air ambulance instead of another means of transport. This Plan will only cover air ambulance transportation when no other method of transportation is appropriate (including emergency ground transport).

Only charges Incurred for the first trip to a Hospital, or from one Hospital to another Hospital, shall be included.

The determination of whether air ambulance transport for a service, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

### **Ambulance (Emergency Only)**

Covered Expenses for professional ambulance, including approved available water and rail transportation, to a local Hospital, or transfer to the nearest facility having the capability to treat the condition, if the transportation is connected with an Inpatient confinement.

### **Ambulatory Surgical Center**

Services of an Ambulatory Surgical Center for Medically Necessary care provided.

### **Anesthesia**

Anesthesia, anesthesia supplies, and administration of anesthesia by facility staff. Benefits are also payable for these services when rendered by a Certified Registered Nurse Anesthetist (CRNA).

### **Autism Spectrum Disorders**

Charges for care, screening, and treatment for conditions including Autistic Disorder, Asperger's Disorder and Pervasive Developmental Disorder.

Applied Behavior Analysis (ABA) is a covered expense consisting of the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially

significant improvement in human behavior. This includes, the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

Behavioral therapy is a covered expense consisting of interactive therapy derived from evidence based research. This includes, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training, and verbal behavior provided by a licensed psychologist or certified autism behavior interventionist.

### **Birthing Center**

Services of a birthing center for Medically Necessary care provided within the scope of its license.

### **Blood/Blood Derivatives**

Charges for blood and blood plasma (if not replaced by or for the patient), including blood processing and administration services. The Plan shall also cover processing, storage, and administrative services for autologous blood (a patient's own blood) when a Participant is scheduled for Surgery that can be reasonably expected to require blood.

### **Breast Pump/Breast Pump Supplies**

Rental of a heavy duty/hospital grade breast pump may be considered Medically Necessary only for the period of time that a newborn remains inpatient in the Hospital. Purchase of a heavy duty/hospital grade breast pump is not considered Medically Necessary or a Covered Charge under this Plan.

For covered women using a breast pump from a prior Pregnancy, a new set of breast pump supplies may be covered with each subsequent Pregnancy. Replacement standard electric breast pumps may be covered every three Calendar Years following a subsequent Pregnancy.

Covered Charges for the purchase or rental of a breast pump and supplies will be payable subject to the Preventive Care benefits as shown in the Summary of Benefits section.

**NOTE:** Breast pumps and breast pump supplies when purchased through a retail store (for example, through Target, Wal-Mart, Walgreens) will be considered payable at the First Health/UCHealth Provider benefit level only for the purposes of this benefit. The Claims Administrator will require the following documentation: claim form with proof of purchase to include purchase price and item description.

### **Cardiac Rehabilitation**

Medically Necessary provided services are rendered:

1. Under the supervision of a Physician; (b) in
2. Connection with a myocardial infarction, coronary occlusion, coronary bypass surgery, or other cardiac condition; (c)
3. Initiated within 12 weeks after other treatment for the medical condition ends; and
4. In a Medical Care Facility as defined by this Plan.

### **Cataracts**

Cataract surgery and one set of lenses (contacts or frame-type) following the surgery.

### **Chemotherapy**

Charges for chemotherapy, including materials and services of technicians.

### **Contraceptives**

The charges for all Food and Drug Administration (FDA) approved contraceptives methods, except oral contraceptives, in accordance with Health Resources and Services Administration (HRSA) guidelines.

**NOTE:** Oral contraceptives are covered under the Prescription Drug Benefits section.

### **Dental Services—Accident Only**

Charges made for a continuous course of dental treatment started within 90 days from the date of the Injury to sound natural teeth. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.

Injury during chewing and biting is not considered accidental.

**Note:** No charge will be covered under this Plan for dental and oral Surgical Procedures involving orthodontic care of teeth, periodontal disease, and preparing the mouth for fitting of or continued use of dentures.

### **Diabetic Education.**

Services and supplies used in Outpatient diabetes self-management programs are covered under this Plan when they are provided by a Physician.

### **Diabetic Supplies**

Charges for insulin and syringes for the treatment of diabetes and any associated supplies including, but not limited to, alcohol swabs, lancets, and testing supplies, will be payable as stated in the Summary of Benefits. Insulin pumps or blood glucose meters may be eligible under the Durable Medical Equipment benefit under this Plan. Diabetic insulin, syringes, and associated supplies may also be covered under the Prescription Drug Benefit section under this Plan.

### **Dialysis**

Charges for dialysis including the drugs and supplies used during the treatment.

Renal dialysis visits, are paid at 200% of the Medicare equivalent rate, up to the out-of-pocket limitation after the satisfaction of deductible, if any. For renal dialysis treatments associated with an in-patient hospitalization, the Plan Administrator has the discretionary authority to negotiate a contract rate or other discounting arrangement on the entire inpatient claim.

Renal dialysis visits shall include dialysis, facility services, supplies and medications provided during treatment. Laboratory testing and Physician visits will be payable per normal Plan provisions.

### **Medicare Part B Reimbursement**

If the Plan Participant has End-Stage Renal Disease (“ESRD”), the Plan’s primary status applies during the first 30 months of dialysis, the first 30 months of treatment in connection with a transplant, or as otherwise directed by Centers of Medicare and Medicaid Services (“CMS”) Medicare coordination rules for ESRD. Thereafter, Medicare generally becomes the primary payer of benefits.

The Medicare Secondary Payer statute requires the Plan to identify members in the Plan, including eligible Dependents, who are eligible for Medicare, including those eligible based on ESRD. To ensure the correct coordination of claims payments, members are required to provide the Plan the basis for their eligibility to Medicare (age, ESRD, or disability) and the effective date of Medicare Part A and Part B.

### **Durable Medical Equipment**

Charges for rental, up to the purchase price, of Durable Medical Equipment. At its option, and with its advance written approval, the Plan may cover the purchase of such items when it is less costly and more practical than rental.

DME must meet all of the following criteria:

1. Medically Necessary.
2. Prescribed by a Physician for outpatient use.
3. Is NOT primarily for the comfort and convenience of the Participant.
4. Does NOT have significant non-medical uses (i.e. air conditioners, air filters, humidifiers, environmental control devices).

The Plan does not pay for any of the following:

1. Any purchases without its advance written approval.
2. Replacements or repairs.  
**NOTE:** Replacement of Durable Medical Equipment when Medically Necessary due to a physiological change to the patient, due to normal wear and tear of an item or the existing equipment is damaged and cannot be made serviceable.
3. The rental or purchase of items which do not fully meet the definition of "Durable Medical Equipment."

If more than one item of Durable Medical Equipment can meet a Plan Participant's needs, Plan benefits are only available for the least cost alternative as determined by the Plan Administrator. Benefits are not available for certain convenience or luxury features that are considered nonstandard.

Rental of a Durable Medical Equipment item will be a Covered Charge up to a maximum of the lesser of 24 months or the warranty period of the item, commencing on the date the item is first delivered to the Plan Participant.

A Durable Medical Equipment item may be purchased, rather than rented, with the cost not to exceed the actual acquisition cost of the item to the Plan Participant if the Plan Participant were to purchase the item directly. The acquisition cost of the item may be prorated over a six-month period, subject to prior approval by the Plan Administrator.

Replacement of a Durable Medical Equipment item, rented or purchased, will be a Covered Charge limited to once every four Calendar Years.

Repair of a Durable Medical Equipment item including the replacement of essential accessories such as hoses, tubing, mouth pieces, etc., are Covered Charges only when necessary to make the item serviceable and the total estimated repair and replacement costs do not exceed the acquisition cost of the item. Rental charges for a temporary replacement Durable Medical Equipment item are Covered Charges up to a maximum of two consecutive months. Requests to repair a Durable Medical Equipment item are not subject to the four Calendar Year limit.

The Plan Administrator may require documentation, including but not limited to the make and model number of the Durable Medical Equipment item, the acquisition cost to the provider, and documentation to support Medical Necessity.

#### **Foot Disorders**

Surgical treatment of foot disorders, including associated services, performed by a licensed Physician (excluding routine foot care).

#### **Gene Therapy**

The Plan covers charges for gene therapy products and services directly related to their administration when Medically Necessary. Gene therapy is a category of pharmaceutical products approved by the U.S. Food and Drug Administration (FDA) to treat or cure a disease by:

1. Replacing a disease-causing gene with a healthy copy of the gene.
2. Inactivating a disease-causing gene that may not be functioning properly.
3. Introducing a new or modified gene into the body to help treat a disease.

The SBA Medical Management team will determine if gene therapy is FDA approved for that specific diagnosis.

Each gene therapy product is specific to a particular disease and is administered in a specialized manner. Utilization Management determines which products are in the category of gene therapy, based in part on the nature of the treatment and how it is distributed and administered.

Coverage includes the cost of the gene therapy product; medical, surgical, and facility services directly related to administration of the gene therapy product; and professional services.

### **Genetic Counseling or Testing**

Coverage specified under Preventive Care benefits, The USPSTF recommends that primary care clinicians assess women with a personal or family history of breast, ovarian, tubal, or peritoneal cancer or who have an ancestry associated with breast cancer susceptibility 1 and 2 (BRCA1/2) gene mutations with an appropriate brief familial risk assessment tool. Women with a positive result on the risk assessment tool should receive genetic counseling and, if indicated after counseling, genetic testing.

### **Genomic Testing**

The Plan covers charges for genomic testing services when Medically Necessary.

Advanced genomic testing is designed to help identify the DNA alterations that may be driving the growth of a specific tumor. Information about genomic mutations that are unique to your individual cancer may help identify treatments designed to target those mutations.

### **Home Health Care**

Charges for Home Health Care services and supplies are covered only for care and treatment of an Illness or Injury when Hospital or Skilled Nursing Facility confinement would otherwise be required. The Diagnosis, care, and treatment must be certified by the attending Physician and be contained in a home health care plan. Charges by a Home Health Care Agency for any of the following:

1. Registered Nurses or Licensed Practical Nurses.
2. Certified home health aides under the direct supervision of a Registered Nurse.
3. Registered therapist performing physical, occupational or speech therapy.
4. Physician calls in the office, home, clinic or outpatient department.
5. Services, Drugs and medical supplies which are Medically Necessary for the treatment of the Participant that would have been provided in the Hospital, but not including Custodial Care.
6. Rental of Durable Medical Equipment or the purchase of this equipment if economically justified, whichever is less.

**NOTE:** Transportation services are not covered under this benefit.

### **Hospice Care**

Charges relating to Hospice Care, provided the Participant has a life expectancy of six months or less, subject to the maximums, if any, stated in the Summary of Benefits. Covered Hospice expenses are limited to:

1. Room and Board for confinement in a Hospice.
2. Ancillary charges furnished by the Hospice while the patient is confined therein, including rental of Durable Medical Equipment which is used solely for treating an Injury or Illness.
3. Medical supplies, Drugs and medicines prescribed by the attending Physician, but only to the extent such items are necessary for pain control and management of the terminal condition.
4. Physician services and nursing care by a Registered Nurse, Licensed Practical Nurse or a Licensed Vocational Nurse (L.V.N.).
5. Home health aide services.
6. Home care furnished by a Hospital or Home Health Care Agency, under the direction of a Hospice, including Custodial Care if it is provided during a regular visit by a Registered Nurse, a Licensed Practical Nurse or a home health aide.
7. Medical social services by licensed or trained social workers, Psychologists or counselors.

8. Nutrition services provided by a licensed dietitian.
9. Respite care.
10. Bereavement counseling, which is a supportive service provided by the Hospice team to Participants in the deceased's Family Unit after the death of the terminally ill person, to assist the Participants in adjusting to the death. Benefits will be payable if the following requirements are met:
  - a. On the date immediately before his or her death, the terminally ill person was in a Hospice Care Program and a Participant under the Plan.
  - b. Charges for such services are Incurred by the Participants within six months of the terminally ill person's death.

### **Hospital**

Charges made by a Hospital for:

1. Inpatient Treatment
  - a. Daily semi private Room and Board charges.
  - b. Intensive Care Unit (ICU) and Cardiac Care Unit (CCU) Room and Board charges.
  - c. General nursing services.
  - d. Medically Necessary services and supplies furnished by the Hospital, other than Room and Board.
2. Outpatient Treatment
  - a. Emergency room.
  - b. Treatment for chronic conditions.
  - c. Physical therapy treatments.
  - d. Hemodialysis.
  - e. X-ray, laboratory and linear therapy.

### **Infertility**

Care, supplies, and services for the diagnosis and treatment of Infertility, payable up to the limits as stated in the Summary of Benefits.

### **Infusion**

Infusion therapy services and supplies when they are Medically Necessary and are required for the administration of infusion therapy, when ordered by and are part of a formal written plan prescribed by a Physician and provided by an accredited home infusion therapy agency. The benefit will include all Medically Necessary services and supplies including the nursing services associated with patient and/or alternative care giver training, visits to monitor intravenous therapy regimen, emergency care, administration of therapy and the collection, analysis and reporting of the results of laboratory testing services required to monitor response to therapy.

### **Laboratory and Radiology Services**

Charges for radiology, diagnostic tests, labs, and pathology services.

### **Lactation Support**

Inpatient and outpatient comprehensive prenatal and postnatal lactation support, counseling for Plan Participants when it is performed by any Physician acting within the scope of their license or certification under applicable State law for the duration of the breastfeeding. Lactation support will be considered payable at the First Health/UCHealth Provider benefit level only for the purposes of this benefit.

### **Mastectomy**

The Federal Women's Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy. The Federal law requires group health plans that provide Mastectomy coverage to also cover breast reconstruction Surgery and prostheses following Mastectomy.

As required by law, the Participant is being provided this notice to inform him or her about these provisions. The law mandates that individuals receiving benefits for a Medically Necessary Mastectomy will also receive coverage for:

1. Reconstruction of the breast on which the Mastectomy has been performed.
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance.
3. Prostheses and physical complications from all stages of Mastectomy, including lymphedemas.

The reconstruction of the breast will be done in a manner determined in consultation with the attending Physician and the patient.

This coverage will be subject to the same annual Deductible and Coinsurance provisions that currently apply to Mastectomy coverage, and will be provided in consultation with the Participant and his or her attending Physician.

### **Medical Foods**

Medical foods are considered a covered charge if intravenous therapy (IV) or tube feedings are Medically Necessary. Medical foods taken orally are not covered under the Plan, except for PKU formula when Medically Necessary.

### **Mental Health and Substance Use Disorder Benefits**

Benefits are available for Inpatient or Outpatient care for mental health and Substance Use Disorder conditions, including individual and group psychotherapy, psychiatric tests, and expenses related to the Diagnosis when rendered by a covered Provider.

Benefits are available for Residential Treatment Facility, Partial Hospitalization, and Intensive Outpatient Services.

### **Newborn Care**

Hospital and Physician nursery care for newborns who are Children of the Employee or spouse and properly enrolled in the Plan, as set forth below. Benefits for routine nursery care will be provided under the plan benefits of the covered parent, and the following provisions will apply:

1. Hospital routine care for a newborn during the Child's initial Hospital confinement at birth.
2. The following Physician services for well-baby care during the newborn's initial Hospital confinement at birth:
  - a. The initial newborn examination and a second examination performed prior to discharge from the Hospital.
  - b. Circumcision.

**NOTE:** The Plan will cover Hospital and Physician nursery care for an ill newborn as any other medical condition, provided the newborn is properly enrolled in the Plan. These benefits are provided under the baby's coverage.

### **Nutritional Counseling**

Charges for nutritional counseling for the management of a medical condition that has specific diagnostic criteria that can be verified. The nutritional counseling must be provided by a registered dietician or licensed nutritionist, and as stated in the Summary of Benefits.

### **Obesity Interventions**

This benefit is consistent with the Affordable Care Act preventive services requirement. Covered Charges include Physician-directed intensive, multicomponent behavioral interventions for weight management for Plan Participants age 18 years and older with a body mass index (BMI) of 30 kg/m<sup>2</sup> or higher.

Intensive, multicomponent behavioral interventions for weight management as follows group and individual sessions of high intensity (26 sessions in a year) encompassing:

1. Behavioral management activities such as setting weight loss goals
2. Improving diet or nutrition and increasing physical activity
3. Addressing barriers to change
4. Self-monitoring
5. Strategizing how to maintain lifestyle changes

This Plan will not cover weight loss medications, nutritional supplements, gym memberships, or dues for participation in weight loss programs (e.g., Weight Watchers, Jenny Craig, etc.) whether or not prescribed by a Physician.

Medically Necessary surgical charges for Morbid Obesity will be payable up to the limits as stated under the Weight Control Surgery benefit listed in the Summary of Benefits.

### **Oral Surgery**

Oral surgery in relation to the bone, including tumors, cysts and growths not related to the teeth, and extraction of soft tissue impacted teeth by a Physician or Dentist.

### **Orthotics**

Orthotic devices prescribed by a physician, but not including charges for repair or maintenance. Excluding orthopedic shoes and other supportive devices for the feet.

### **Physician Services**

Services of a Physician for Medically Necessary care, including office visits, home visits, Hospital Inpatient care, Hospital Outpatient visits and exams, clinic care and surgical opinion consultations.

### **Pregnancy Expenses**

**Pregnancy expenses of Dependent Children are NOT covered.** Benefits for Pregnancy expenses are paid the same as any other Illness.

**NOTE:** Preventive care charges for Pregnancy are covered under the Preventive Care benefit in the Medical Benefits section.

Under the Newborns' and Mothers' Health Protection Act of 1996, group health plans and health insurance issuers generally may not 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, 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 issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). In no event will an "attending Provider" include a plan, Hospital, managed care organization, or other issuer.

In accordance with the Summary of Benefits and this section, benefits for the care and treatment of Pregnancy that are covered will be subject to all applicable Plan limitations and maximums (if any), and are payable in the same manner as medical or surgical care of an Illness.

### **Preventive Care**

**Please Note: For any preventive services recommended by the U.S. Preventive Services Task Force, the age requirement is waived if the member provides a doctor's order or recommendation.**

Charges for Preventive Care services. This Plan intends to comply with the Affordable Care Act's (ACA) requirement to offer In-Network coverage for certain preventive services without cost-sharing.



Benefits mandated through the ACA legislation include Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).

See the following websites for more details:

<https://www.healthcare.gov/coverage/preventive-care-benefits/>;  
<https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations>;  
<https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>;  
<https://www.hrsa.gov/womensguidelines/>.

**NOTE:** The Preventive Care services identified through the above links are recommended services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered. Benefits include gender-specific Preventive Care services, regardless of the sex the Participant was assigned at birth, his or her gender identity, or his or her recorded gender.

### **Preventive and Wellness Services for Adults and Children**

In compliance with section (2713) of the Affordable Care Act, benefits are available for 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 (USPSTF).

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC) with respect to the individual involved. With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

### **Preventive Services for Women**

With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) not otherwise addressed by the recommendations of the United States Preventive Service Task Force (USPSTF), which will be commonly known as HRSA’s Women’s Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women’s services to the list of mandatory preventive services:

1. Well-woman visits.
2. Gestational diabetes screening.
3. Human papillomavirus (HPV) Deoxyribonucleic Acid (DNA) testing.
4. Sexually transmitted infection counseling.
5. Human Immunodeficiency Virus (HIV) screening and counseling.
6. Food and Drug Administration (FDA)-approved contraception methods and contraceptive counseling.
7. Breastfeeding support, supplies and counseling.
8. Domestic violence screening and counseling.

A description of Women’s Preventive Services can be found at:  
<http://www.hrsa.gov/womensguidelines/> or at the websites listed above.

### **Prosthetics, Supplies and Surgical Dressings**

Prosthetic devices (other than dental) to replace all or part of an absent body organ or part, including replacement due to natural growth or pathological change, but not including charges for repair or maintenance.

### **Radiation Therapy**

Charges for radiation therapy, treatment and materials.

### **Rehabilitation Facility**

Charges made by a Rehabilitation Facility up to the limits set forth in the Summary of Benefits, in connection with convalescence for which the Participant is confined. Services must be Medically Necessary to restore and improve a bodily or cognitive function that was lost as a result of an accidental injury, illness, or surgery.

### **Routine Patient Costs for Participation in an Approved Clinical Trial**

Charges for any Medically Necessary services, for which benefits are provided by the Plan, when a Participant is participating in a phase I, II, III or IV clinical trial, conducted in relation to the prevention, detection or treatment of a life-threatening disease or condition, as defined under the ACA, provided:

1. The clinical trial is approved by any of the following:
  - 1) The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
  - 2) The National Institute of Health.
  - 3) The U.S. Food and Drug Administration.
  - 4) The U.S. Department of Defense.
  - 5) The U.S. Department of Veterans Affairs.
  - 6) An institutional review board of an institution that has an agreement with the Office for Human Research Protections of the U.S. Department of Health and Human Services.
2. The research Institution conducting the Approved Clinical Trial and each health professional providing routine patient care through the Institution, agree to accept reimbursement at the applicable Allowable Expense, as payment in full for routine patient care provided in connection with the Approved Clinical Trial.

### **Skilled Nursing Facility**

Charges made by a Skilled Nursing Facility or a convalescent care facility, up to the limits set forth in the Summary of Benefits, in connection with convalescence from an Illness or Injury (excluding drug addiction, chronic brain syndrome, alcoholism, senility, intellectual disability or other Mental or Nervous Disorders) for which the Participant is confined.

### **Sleep Apnea/Sleep Disorders/Sleep Studies**

Charges for the evaluation and treatment of sleep disorders including, but not limited to, sleep apnea, adult apnea monitors, sleep evaluations, and/or corrective surgeries for these or any other sleep disorder.

### **Smoking Cessation**

Covered Charges include tobacco cessation counseling visits when rendered by a Physician to aid with tobacco/nicotine withdrawal and will be payable up to the limits as stated in the Summary of Benefits.

### **Sterilization for Men**

Charges for male sterilization procedures. Benefits for all Food and Drug Administration (FDA) approved charges related to sterilization procedures for women are covered under Preventive Care, to the extent required by the Affordable Care Act (ACA).

### **Surgery**

Surgical operations and procedures, unless otherwise specifically excluded under the Plan, and limited as follows:

1. Multiple procedures adding significant time or complexity will be allowed at:
  - a. One hundred percent (100%) of the Maximum Allowable Charge for the first or major procedure.
  - b. Fifty percent (50%) of the Maximum Allowable Charge for the secondary and subsequent procedures.
  - c. Bilateral procedures which add significant time or complexity, which are provided at the same operative session, will be allowed at one hundred percent (100%) of the Maximum Allowable Charge for the major procedure, and fifty percent (50%) of the Maximum Allowable Charge for the secondary or lesser procedure.
2. The Maximum Allowable Charge for services rendered by an assistant surgeon will be limited to twenty percent (20%) of the Maximum Allowable Charge identified for the surgeon's service.
3. No benefit will be payable for incidental procedures, such as appendectomy during an abdominal Surgery, performed during a single operative session.

### **Telehealth**

Charges for any Medically Necessary services, for which benefits are otherwise provided by the Plan, when those services are provided via audio or video communications.

The district offers a separate Telehealth program outside of this medical plan through First Stop Health at no cost to the member. To access that program contact First Stop Health directly at 888-691-7867.

### **Temporomandibular Joint Disorder**

Charges for the Diagnosis and treatment of, or in connection with, temporomandibular joint disorders, myofascial pain dysfunction or orthognathic treatment as stated in the Summary of Benefits.

### **Therapy Services**

Charges for individual therapy are covered on an Inpatient or Outpatient basis. They are services or supplies used for the treatment of an Illness or Injury and include:

1. **Autism Spectrum Disorder Treatment/ABA Therapy.** Charges for treatment of Autism Spectrum Disorder (ASD).
2. **Occupational Therapy.** Rehabilitation treatment or services rendered by a registered occupational therapist, under the direct supervision of a Physician, in a home setting or at a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing outpatient facility.
3. **Physical Therapy.** Rehabilitation treatment or services rendered by a physical therapist, under direct supervision of a Physician, in a home setting or a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free-standing duly licensed outpatient therapy facility.
4. **Respiration Therapy.** Respiration therapy services, when rendered in accordance with a Physician's written treatment plan.
5. **Speech Therapy.** Speech therapy, for Rehabilitation purposes, by a Physician or qualified speech therapist, when needed due to an Illness or Injury (other than a functional Nervous Disorder) or due to Surgery performed as the result of an Illness or Injury, excluding speech therapy services that are educational in any part or due to articulation disorders, tongue thrust, stuttering, lisping, abnormal speech development, changing an accent, dyslexia, hearing loss which is not medically documented or similar disorders.

See the Summary of Benefits for treatment and/or frequency limitations. Maintenance care is not covered.

### **Transplants**

Organ or tissue transplants are covered for the following human to human organ or tissue transplant procedures:

1. Bone marrow.
2. Heart.
3. Lung.
4. Heart and lung.
5. Liver.
6. Pancreas.
7. Kidney.
8. Cornea.

In addition, the Plan will cover any other transplant that is not Experimental.

Covered Expenses will be considered the same as any other Illness for Employees or Dependents as a recipient of an organ or tissue transplant. Covered Expenses include:

1. Organ or tissue procurement from a cadaver consisting of removing, preserving and transporting the donated part.
2. Services and supplies furnished by a Provider.
3. Drug therapy treatment to prevent rejection of the transplanted organ or tissue.

Surgical, storage and transportation costs directly related to the procurement of an organ or tissue used in a transplant described herein will be covered. If an organ or tissue is sold rather than donated, no benefits will be available for the purchase price of such organ or tissue.

When both the person donating the organ and the person receiving the organ are Participants, each will receive benefits under the Plan.

### **Transplants Travel and Lodging Expenses**

If a transplant is performed at a Participating transplant facility, and Participant resides 50 miles or more from the transplant facility, the Plan will pay for the following services incurred during the transplant benefit period (subject to the maximum benefit as specifically stated in the Summary of Benefits):

Transportation expenses to and from the Participating Provider transplant facility for the following individuals:

1. The Plan Participant; and
  - a. One or both parents of the Plan Participant (only if the Plan Participant is a Dependent minor child); or
  - b. One adult to accompany the Plan Participant; and
2. The living donor

Transportation expenses include commercial transportation (coach class only).

Reasonable lodging and meal expenses incurred for the living donor, Plan Participant, and one or both parents of the Plan Participant (only if the Plan Participant is a Dependent minor child), or one adult companion who is accompanying the Plan Participant, only while the Plan Participant is receiving transplant-related services at a Participating Provider transplant facility.

### **Wigs**

Charges associated with the initial purchase of a wig after chemotherapy or radiation therapy.

## **MEDICAL EXCLUSIONS**

Some health care services are not covered by the Plan. In addition to the General Exclusions set forth in the General Limitations and Exclusion section, these include, but are not limited to, any charge for care, supplies, or services, which are:

### **Abortion**

Charges for therapeutic or elective termination of pregnancy unless the life of the mother is endangered.

### **Acupuncture**

Charges for acupuncture services.

### **Alternative/Complementary Medicine**

Charges for services or supplies for alternative or complementary medicine regardless of the provider rendering such services. This includes but is not limited to:

1. Acupressure
2. Applied kinesiology
3. Aroma therapy
4. Auditory integration therapy (AIT)
5. Bioenergetic synchronization technique (BEST)
6. Colonic irrigation
7. Contact reflex analysis
8. Electromagnetic therapy
9. Herbal, vitamin or dietary products
10. Holistic medicine
11. Hypnosis
12. Iridology-study of the iris
13. Magnetic innervation therapy
14. Neurofeedback
15. Orthomolecular therapy
16. Prolotherapy
17. Reiki therapy
18. Thermography

### **Biofeedback Services**

Benefits are not provided for biofeedback.

### **Breast Implants**

Charges for the insertion or removal of breast implants not associated with or as a result of a mastectomy procedure.

### **Chiropractic Care**

Spinal adjustment and manipulation, x-rays for manipulation and adjustment, and other modalities.

### **Counseling**

For counseling, except as specifically the result of a mental or nervous condition, for:

1. Marital difficulties
2. Social maladjustment
3. Pastoral issues
4. Financial issues
5. Lack of discipline or other antisocial action

### **Dental Care**

For normal dental care benefits, including any dental, gum treatments, or oral surgery, except as otherwise specifically provided herein.

### **Education or Training Program**

Performed by a Physician or other Provider enrolled in an education or training program when such services are related to the education or training program, except as specifically provided herein.

### **Examinations**

Any health examination required by any law of a government to secure insurance or school admissions or professional or other licenses, except as required under applicable federal law.

### **Excluded providers and facilities**

That are rendered or provided by the following excluded providers or facilities:

1. Homeopaths;
2. Hypnotists;
3. Rolfers; and
4. Marriage counselors.

### **Exercise Programs**

Exercise programs for treatment of any condition except for Physician supervised cardiac rehabilitation, occupational or physical therapy covered by this Plan.

### **Gender Affirming Care**

All charges related to a gender-affirming operation.

- All outpatient treatment.
- Hormone therapy, implants, and any other medications.
- Sex reassignment surgery/ies.

### **General Obesity**

For services or supplies in connection with obesity except as specifically provided herein.

### **Hair Pieces**

For artificial hair pieces, human or artificial hair transplants, or any Drug, prescription or otherwise, used to eliminate baldness.

**NOTE:** This Exclusion does not apply to hair pieces and wigs that are covered under the Plan for patients who are undergoing chemotherapy or radiation.

### **Hearing Aid Services**

Expenses for hearing aids or exams for fitting.

### **Hospital Employees**

Professional services billed by a provider employed by a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.

### **Immunizations**

For immunizations and vaccinations for the purpose of travel outside of the United States.

### **Implantable Hearing Devices**

For services or supplies in connection with implantable hearing devices, including, but not limited to, cochlear implants and exams for their fitting.

### **Infertility Prescription Drugs**

For prescription drugs in connection with infertility.

**Marijuana**

For marijuana or marijuana-derived substances or compounds (like THC/CBD oil), even if the Participant has a prescription and marijuana is legal under the laws of the state in which the participant resides.

**Massage Therapy**

Treatment or services rendered by a massage therapist.

**Medical Supplies**

For medical supplies, unless Medically Necessary, including but not limited to dressings, casts, splints, trusses, and braces.

**Naturopathic Care**

For care, treatment, services, and supplies in connection with naturopathy, including supplements. This exclusion does not include a Naturopathic Doctor (ND) for care, treatment, or services performed with the scope of license.

**No Charge**

For Care and treatment for which there would not have been a charge if no coverage had been in force.

**Non-Emergency Hospital Admissions**

For care and treatment billed by a hospital for a non-medical emergency admission on a Friday or Saturday. This exclusion does not apply if surgery is performed within 24 hours of admission.

**No Obligation To Pay**

For charges in which the Plan has no legal obligation to pay.

**No Physician Recommendation**

For care, treatment, services or supplies not recommended and approved by a Physician.

**Orthopedic Shoes**

For orthopedic shoes, unless they are an integral part of a leg brace and the cost is included in the orthotist's charge, and other supportive devices for the feet.

**Personal Convenience Items**

For equipment that does not meet the definition of Durable Medical Equipment, including air conditioners, humidifiers and exercise equipment, whether or not recommended by a Physician.

**Personal Comfort Items**

For personal comfort items, patient convenience items, or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, and first-aid supplies and non-Hospital adjustable beds.

**Plan Design Exclusions**

For charges excluded by the Plan.

**Pregnancy Expenses of Dependent Children**

For care and treatment of Pregnancy and Complications of Pregnancy for dependent children.

**Private Duty Nursing**

For charges in connection with care, treatment or services of a private duty nurse.

**Routine Patient Costs for Participation in an Approved Clinical Trial**

For costs for participation in an Approved Clinical Trial. The following items are excluded from approved clinical trial coverage under this Plan:

1. The cost of an Investigational new drug or device that is not approved for any indication by the U.S. Food and Drug Administration, including a drug or device that is the subject of the Approved Clinical Trial.
2. The cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in an Approved Clinical Trial.
3. The cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular Diagnosis.
4. A cost associated with managing an Approved Clinical Trial.
5. The cost of a health care service that is specifically excluded by the Plan.
6. Services that are part of the subject matter of the Approved Clinical Trial and that are customarily paid for by the research institution conducting the Approved Clinical Trial.

If one or more participating Providers do participate in the Approved Clinical Trial, the qualified plan Participant must participate in the Approved Clinical Trial through a participating, Network Provider, if the Provider will accept the Participant into the trial.

The Plan does not cover routine patient care services that are provided outside of this Plan's health care Provider Network unless Non-Network benefits are otherwise provided under this Plan.

**Sexual Dysfunction Therapy or Surgery**

For sexual dysfunctions or inadequacies that do not have psychological or organic basis.

**Surrogate Pregnancy**

For any services or supplies provided to a person in connection with a surrogate pregnancy.

**Sterilization Reversal**

For sterilization procedure reversal.

**Travel**

For travel or accommodations, whether or not recommended by a Physician, except as specifically provided herein.

**Vision Care**

Expenses for the following:

1. For eye refractions, eyeglasses, contact lenses, or the vision examination for prescribing or fitting eyeglasses or contact lenses (except for aphakic patients, and soft lenses or sclera shells intended for use in the treatment of Illness or Injury).
2. For radial keratotomy or other plastic surgeries on the cornea in lieu of eyeglasses.
3. Vision therapy (orthoptics) and supplies.



## UTILIZATION MANAGEMENT

“Utilization Management” consists of several components to assist Participants in staying well: providing optimal management of chronic conditions, support, and service coordination during times of acute or new onset of a medical condition. The scope of the program includes Hospital admission pre-certification, continued stay review, length of stay determination, discharge planning, and case management. These programs are designed to ensure that Medically Necessary, high quality patient care is provided and enables maximum benefits under the Plan. In order to maximize Plan reimbursements, please read the following provisions carefully.

**Pre-notification of certain services is strongly recommended, but not required by the Plan.**

**Examples of when a Physician and/or Participant should contact Utilization Management:**

1. **All** Inpatient hospitalizations to include the following:
  - a. Inpatient hospital
  - b. Hospice inpatient
  - c. Observation/Partial stays
  - d. Rehabilitation
  - e. Residential
  - f. Skilled Nursing Facility
  - g. Transplant candidacy evaluation and transplant (organ and/or tissue)
2. Chemotherapy/Radiation
3. Home Health Services.
4. Gene Therapy
5. Genetic Testing
6. Genomic Testing
7. Durable Medical Equipment at or greater than a cost of \$2,000
8. Dialysis
9. Infusion services
10. Outpatient Surgery performed in an Outpatient Setting or Surgical Center
11. Injectables
12. Transplant candidacy evaluation and transplant (organ and/or tissue).

### **Pre-Certification Procedures and Contact Information**

The Inpatient Utilization Management Service is simple and easy for Participants to use. Whenever a Participant is advised that Inpatient Hospital care is needed, call the pre-certification department at its toll free number, which is 1-800-207-1018. The review process will continue, as outlined below, until the Participant is discharged from the Hospital.

### **Alternate Course of Treatment**

Certain types of conditions, such as spinal cord Injuries, cancer, AIDS or premature births, may require long term, or perhaps lifetime, care. The claims selected will be evaluated as to present course of treatment and alternate care possibilities.

If the Plan Administrator should determine that an alternate, less expensive, course of treatment is appropriate, and if the attending Physician agrees to the alternate course of treatment, all Medically Necessary expenses stated in the treatment plan will be eligible for payment under the Plan, subject to the applicable benefit maximum(s) set forth in this Plan, even if these expenses normally would not be eligible for payment under the Plan. A more expensive course of treatment, selected by the Participant or their attending Physician may not be deemed to be Medically Necessary or within Maximum Allowable Charge limitations, as those terms are defined by the Plan. The Plan may provide coverage in such circumstances by providing benefits equivalent to those available had the Medically Necessary and otherwise covered course of treatment, subject to the Maximum Allowable Charge, been pursued.

Because of the broad range of Surgical Procedures available and under development, if a Participant is scheduled to undergo any questionable procedure, he or she should contact the Third Party Administrator for further information. Pre-surgical approval is not a guarantee of coverage.

### **Case Management**

Case management is a preemptive coordination of a Participant's care in cases where the medical condition is or is expected to be serious, chronic, or when the cost of treatment is expected to be significant. This program provides for a case manager who monitors Participants and explores, discusses and recommends coordinated and/or alternate types of appropriate Medically Necessary care. Case management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate. Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same Diagnosis.

## PRESCRIPTION DRUG BENEFITS

The out-of-pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Calendar Year.

When the individual and/or family out-of-pocket expenses reach the out-of-pocket maximum, the Plan will pay 100% of the Allowable Expenses for the individual or the individual and his or her Dependents for the remainder of the Calendar Year.

The following charges do not apply toward the maximum out-of-pocket amount and are never paid at 100%:

Discounts, coupons, Pharmacy discount programs or similar arrangements provided by drug manufacturers or Pharmacies to assist in purchasing Brand Name Prescription Drugs when a medically appropriate Generic equivalent is available.

Participating pharmacies ("Participating Pharmacies") have contracted with the Plan to charge Participants reduced fees for covered Drugs. Participants will be issued an identification card to use at the pharmacy at time of purchase. Participants will be held fully responsible for the consequences of any pharmacy identification card after termination of coverage. No reimbursement will be made when the identification card is not used.

The Mail Order Option is available for maintenance medications (those that are taken for long periods of time, such as Drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). Because of the volume buying, the mail order pharmacy, is able to offer Participants significant savings on their prescriptions.

**NOTE: Coverage, limitations and exclusions for Prescription Drugs will be determined through the Prescription Drug Program elected by the Plan Sponsor and will not be subject to any limitations and exclusions under the major medical component of the Plan (except for certain medications that are not covered under the Prescription Drug Card Program). However, Prescription Drugs are subject to the Calendar Year maximum shown in the Medical Schedule of Benefits. For a complete listing of Prescription Drugs available under the Prescription Drug Program, as well as any exclusions or limitations that may apply, please contact the Prescription Drug Program Administrator identified in the Plan Information and listed on the back of your Employee identification card.**

Pharmacy benefits may also include drug cost reduction programs and services for high dollar drugs, variable co-pays, etc. For additional information or questions, please contact Simplified Benefits Administrators.

## VISION CARE BENEFITS

**NOTE: Participation in the Vision Care Benefits of this Plan requires a separate enrollment election.**

### **Covered Expenses**

Routine vision care charges are the Allowable Charges for the routine vision care services and supplies shown in the Summary of Benefits. Benefits for these charges are payable up to the maximum benefit amounts shown in the Summary of Benefits for each routine vision care service or supply.

### **Exclusions**

No benefits will be payable for the following:

1. Before covered. Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan.
2. Excluded. Charges excluded or limited by the Plan design as stated in this document.
3. Health plan. Any charges that are covered under a health plan that reimburses a greater amount than this Plan.
4. No prescription. Charges for lenses ordered without a prescription.
5. Orthoptics. Charges for orthoptics (eye muscle exercises).
6. Training. Charges for vision training or subnormal vision aids.

## DENTAL CARE BENEFITS

**NOTE: Participation in the Vision Care Benefits of this Plan requires a separate enrollment election.**

For questions on dental benefits contact:



ameritasgroup.com  
800-486-1024

## GENERAL LIMITATIONS AND EXCLUSIONS

Some health care services are not covered by the Plan. Coverage is not available from the Plan for charges arising from care, supplies, treatment, and/or services:

**Administrative Costs.** That are solely for and/or applicable to administrative costs of completing claim forms or reports or for providing records wherever allowed by applicable law and/or regulation.

**After the Termination Date.** That are Incurred by the Participant on or after the date coverage terminates, even if payments have been predetermined for a course of treatment submitted before the termination date, unless otherwise deemed to be covered in accordance with the terms of the Plan or applicable law and/or regulation.

**Alcohol.** Involving a Participant who has taken part in any activity made illegal either due to the use of alcohol or a state of intoxication. It is not necessary that an arrest occur, criminal charges be filed, or, if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an activity made illegal due to the use of alcohol or a state of intoxication. Expenses will be covered for Injured Participants other than the person partaking in an activity made illegal due to the use of alcohol or a state of intoxication, and expenses may be covered for Substance Use Disorder treatment as specified in this Plan, if applicable. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence or (b) resulted from a documented medical condition (including both physical and mental health conditions).

**Broken Appointments.** That are charged solely due to the Participant's having failed to honor an appointment.

**Coding Guidelines.** Charges for inappropriate coding in accordance to the industry standard guidelines in effect at the time services were rendered.

**Complications of Non-Covered Services.** That are required as a result of complications from a service not covered under the Plan, unless expressly stated otherwise.

**Cosmetic Surgery.** That are incurred in connection with the care and/or treatment of Surgical Procedures which are performed for plastic, reconstructive or cosmetic purposes or any other service or supply which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons, except to the extent where it is needed for: (a) repair or alleviation of damage resulting from an Accident; (b) because of infection or Illness; (c) because of congenital disease, developmental condition or anomaly of a covered Dependent Child which has resulted in a functional defect. A treatment will be considered cosmetic for either of the following reasons: (a) its primary purpose is to beautify or (b) there is no documentation of a clinically significant impairment, meaning decrease in function or change in physiology due to Injury, Illness or congenital abnormality. The term "cosmetic services" includes those services which are described in IRS Code Section 213(d)(9).

**Custodial Care.** That do not restore health or are provided mainly as a rest cure or for maintenance care, unless specifically mentioned otherwise.

**Deductible.** That are amounts applied toward satisfaction of Deductibles and expenses that are defined as the Participant's responsibility in accordance with the terms of the Plan.

**Excess.** That exceed Plan limits, set forth herein and including (but not limited to) the Maximum Allowable Charge in the Plan Administrator's discretion and as determined by the Plan Administrator, in accordance with the Plan terms as set forth by and within this document.

**Experimental.** That are Experimental or Investigational.

**FDA approval** does not automatically constitute plan coverage. Pre-approval studies for medications for Specialty and Orphan conditions do not always involve the scientific rigor required of medications for more common conditions. The Plan will follow the PBM's Specialty Inclusion List, which provides the framework to appropriately determine the safety and efficacy of Specialty and Orphan products required to be considered covered products.

**Foreign Travel.** That are received outside of the United States if travel is for the purpose of obtaining medical services, unless otherwise approved by the Plan Administrator.

**Government.** That the Participant obtains, but which is paid, may be paid, is provided or could be provided at no cost to the Participant through any program or agency, in accordance with the laws or regulations of any government, or where care is provided at government expense, unless there is a legal obligation for the Participant to pay for such treatment or service in the absence of coverage. This Exclusion does not apply when otherwise prohibited by law, including laws applicable to Medicaid and Medicare.

**Government-Operated Facilities.** That meet the following requirements:

1. That are services furnished to the Participant in any veteran's Hospital, military Hospital, Institution or facility operated by the United States government or by any State government or any agency or instrumentality of such governments.
2. That are services or supplies which can be paid for by any government agency, even if the patient waives his rights to those services or supplies.

**NOTE:** This Exclusion does not apply to treatment of non-service related disabilities or for Inpatient care provided in a military or other Federal Government Hospital to Dependents of active duty armed service personnel or armed service retirees and their Dependents. This Exclusion does not apply where otherwise prohibited by law.

**Illegal Drugs or Medications.** That are services, supplies, care or treatment to a Participant for Injury or Illness Incurred while the Participant was voluntarily taking or being under the influence of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician, even if the cause of the Illness or Injury is not related to the use of the controlled substance, drug, hallucinogen or narcotic. Expenses will be covered for Injured Participants other than the person using controlled substances and expenses will be covered for Substance Use Disorder treatment as specified in this Plan. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence or (b) resulted from a documented medical condition (including both physical and mental health conditions).

**Incarceration.** Care, treatment, services, and supplies that are rendered to a Participant by a government entity while housed in a governmental institution.

**Immediate Family Member.** That are rendered by a member of the immediate Family Unit or person regularly residing in the same household; whether the relationship is by blood or exists in law.

**Incurred by Other Persons.** That are expenses actually Incurred by other persons.

**Long Term Care.** That are related to long term care.

**Medical Necessity.** That are not Medically Necessary and/or arise from services and/or supplies that are not Medically Necessary.

**Military Service.** That are related to conditions determined by the Veteran's Administration to be connected to active service in the military of the United States, except to the extent prohibited or modified by law.

**Negligence.** That are for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any caregiver, Institution, or Provider, as determined by the Plan Administrator, in its discretion, in light of applicable laws and evidence available to the Plan Administrator.

**No Coverage.** That are Incurred at a time when no coverage is in force for the applicable Participant and/or Dependent.

**No Legal Obligation.** That are for services provided to a Participant for which the Provider of a service does not and/or would not customarily render a direct charge, or charges Incurred for which the Participant or Plan has no legal obligation to pay, or for which no charges would be made in the absence of this coverage, including but not limited to charges for services not actually rendered, fees, care, supplies, or services for which a person, company or any other entity except the Participant or the Plan, may be liable for necessitating the fees, care, supplies, or services.

**Non-Prescription Drugs.** For drugs for use outside of a Hospital or other Inpatient facility that can be purchased over-the-counter and without a Physician's written prescription. Drugs for which there is a non-prescription equivalent available. This does not apply to the extent the non-prescription drug must be covered under Preventive Care, subject to the Affordable Care Act.

**Not Acceptable.** That are not accepted as standard practice by the American Medical Association (AMA), American Dental Association (ADA), or the Food and Drug Administration (FDA).

**Not Covered Provider.** That are performed by Providers that do not satisfy all the requirements per the Provider definition as defined within this Plan.

**Not Specified As Covered.** That are not specified as covered under any provision of this Plan.

**Occupational.** That are for any condition, Illness, Injury or complication thereof arising out of or in the course of employment, including self-employment, or an activity for wage or profit where workers' compensation or another form of occupational Injury medical coverage is available.

**Other than Attending Physician.** That are other than those certified by a Physician who is attending the Participant as being required for the treatment of Injury or Illness and performed by an appropriate Provider.

**Postage, Shipping, Handling Charges, Etc.** That are for any postage, shipping or handling charges which may occur in the transmittal of information to the Third Party Administrator; including interest or financing charges.

**Prior to Coverage.** That are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

**Prohibited by Law.** That are to the extent that payment under this Plan is prohibited by law.

**Provider Error.** That are required as a result of unreasonable Provider error.

**Self-Inflicted.** That are Incurred due to an intentionally self-inflicted Injuries or Illness not (a) resulting from being the victim of an act of domestic violence or (b) resulting from a documented medical condition (including both physical and mental health conditions).

**Subrogation, Reimbursement, and/or Third Party Responsibility.** That are for an Illness or Injury not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

**Unreasonable.** That are required to treat Illness or Injuries arising from and due to error(s) caused at any point in the course of treatment by any Provider, including, but not limited to, a Physician or Hospital, wherein such Illness, Injury, infection or complication is not reasonably expected to occur. This Exclusion



will apply to expenses directly or indirectly resulting from circumstances that, in the opinion of the Plan Administrator in its sole discretion, gave rise to the expense, whether or not they were directly or indirectly caused by the treating Provider, and are not generally foreseeable or expected amongst professionals practicing the same or similar type(s) of medicine as the treating Provider whose error caused the loss(es).

**War/Riot.** That are Incurred as a result of war or any act of war, whether declared or undeclared, or any act of aggression by any country, including rebellion or riot, when the Participant is a member of the armed forces of any country, or during service by a Participant in the armed forces of any country, or voluntary participation in a riot. This Exclusion does not apply to any Participant who is not a member of the armed forces, and does not apply to victims of any act of war or aggression.

**With respect to any Illness or Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Illness or Injury if the Illness or Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.**

## TERMINATION OF COVERAGE

### **Termination Dates of Individual Coverage**

The coverage of any Employee for himself or herself under this Plan will terminate on the earliest to occur of the following dates:

1. The date upon which the Plan is terminated.
2. The last day of the month in, or with respect to which, he or she requests that such coverage be terminated, on the condition that such request is made on or before such date.
3. The last day of the month for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for himself or herself to which he or she has agreed in writing.
4. The last day of the month in which the Employee is no longer eligible for such coverage under the Plan.
5. The last day of the month in which the termination of employment occurs.
6. The last day of the month following the end of the Stability Period for Variable Hour Employees, if the Employee failed to qualify during the previous Measurement Period.
7. Immediately upon submission of a fraudulent claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or his or her Dependent, or upon the Employee or his or her Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

### **Termination Dates of Dependent Coverage**

The coverage for any Dependents of any Employee who are covered under the Plan will terminate on the earliest to occur of the following dates:

1. The date upon which the Plan is terminated.
2. Upon the discontinuance of coverage for Dependents under the Plan.
3. The date of termination of the Employee's coverage for himself or herself under the Plan.
4. The date of the expiration of the last period for which the Employee has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for Dependents to which he or she has agreed in writing.
5. In the case of a Child age 26 or older for whom coverage is being continued due to mental or physical inability to earn his or her own living, the earliest to occur of:
  - a. Cessation of such disability or inability.
  - b. Failure to provide any required proof of continuous disability or inability or to submit to any required examination.
  - c. Upon the Child's no longer being dependent on the Employee for his or her support.
6. The day immediately preceding the date such person is no longer a Dependent, except for Dependent Children, as defined herein, except as may be provided for in other areas of this section.
7. The last day of the month in which such person ceases to be a Dependent Child, as defined herein, except as may be provided for in other areas of this section or within this document.
8. For a Dependent Child whose coverage is required pursuant to a QMCSO, the last day of the calendar month as of which coverage is no longer required under the terms of the order or this Plan.
9. Immediately upon submission of a fraudulent claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or his or her Dependent, or upon the Employee or his or her Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

## CONTINUATION OF COVERAGE

### **Continuation During Family and Medical Leave Act (FMLA) Leave**

The Plan shall at all times comply with FMLA. It is the intention of the Plan Administrator to provide these benefits only to the extent required by applicable law and not to grant greater rights than those so required. During a FMLA Leave, coverage will be maintained in accordance with the same Plan conditions as coverage would otherwise be provided if the covered Employee had been a continuously active employee during the entire leave period. If Plan coverage lapses during the FMLA Leave, coverage will be reinstated for the person(s) who had coverage under the Plan when the FMLA Leave began, upon the Employee's return to work at the conclusion of the FMLA Leave. To the extent this Plan is required to comply with a State family and medical leave law that is more generous than the FMLA, continuation of coverage under this Plan will be provided in accordance with such State family and medical leave law, as well as under FMLA.

### **Leave Entitlements**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care with the eligible employee(s).
- To bond with a child (leave must be taken within 1 year of the child's birth or placement) with the eligible employee(s).
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition.
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job.
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of FMLA leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth and care or placement for adoption or foster care must conclude within 12 months of the birth or placement.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

### **Benefits and Protections**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## **Eligibility Requirements**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must meet all of the following requirements:

- Have worked for the employer for at least 12 months.
- Have at least 1,250 hours of service in the 12 months before taking leave.\*
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## **Requesting Leave**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## **Employer Responsibilities**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## **Enforcement**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

<https://www.dol.gov/whd/>

U.S. Department of Labor Wage and Hour Division

WH1420a - REV 04/16

## **Continuation During USERRA**

Participants who are absent from employment because they are in the Uniformed Services, and who are on active military duty, must be offered the right to continue health care benefits. If the military leave orders are for a period of 30 days or less, Participants cannot be required to pay more than the normal Participant contribution amount. After this period, Participants may elect to continue their coverage under this Plan for

up to 24 months and Participants cannot be required to pay more than 102 percent of the full contribution amount during that time.

To continue coverage, Participants must comply with the terms of the Plan, and pay their contributions, if any. In addition, USERRA also requires that, regardless of whether a Participant elected to continue his or her coverage under the Plan, his or her coverage and his or her Dependents' coverage be reinstated immediately upon his or her return to employment, so long as he or she meets certain requirements contained in USERRA. Participants should contact their participating Employer for information concerning their eligibility for USERRA and any requirements of the Plan.

### **Continuation During COBRA – Introduction**

The right to this form of continued coverage was created by a Federal law, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”). COBRA Continuation Coverage can become available to Participants when they otherwise would lose their group health coverage. It also can become available to other members of the Participant's family who are covered under the Plan when they otherwise would lose their group health coverage. Under the Plan, certain Participants and their eligible family members (called Qualified Beneficiaries) that elect COBRA Continuation Coverage must pay the entire cost of the coverage, including a reasonable administration fee. There are several ways coverage will terminate, including the failure of the Participant or their covered Dependents to make timely payment of contributions or premiums. For additional information, Participants should contact the Participating Employer to determine if COBRA applies to him or her and/or his or her covered Dependents.

**Participants may have other options available when group health coverage is lost.** For example, a Participant may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, the Participant may qualify for lower costs on his or her monthly premiums and lower out-of-pocket costs. Participants can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov). Additionally, the Participant may qualify for a 30-day special enrollment period for another group health plan for which the Participant is eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### **COBRA Continuation Coverage**

“COBRA Continuation Coverage” is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “Qualifying Event.” COBRA (and the description of COBRA Continuation Coverage contained in this Plan) does not apply to the following benefits (if available as part of the Employer's plan): life insurance, accidental death and dismemberment benefits and weekly income or long term disability benefits. The aforementioned benefits are not considered for continuation under COBRA. The Plan provides no greater COBRA rights than what COBRA requires – nothing in this Plan is intended to expand the Participant's rights beyond COBRA's requirements.

### **Qualifying Events**

A qualifying event is any of those listed below if the Plan provided that the Participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA continuation coverage. After a Qualifying Event, COBRA Continuation Coverage must be offered to each person who is a “Qualified Beneficiary.” A Qualified Beneficiary is someone who is or was covered by the Plan, and has lost or will lose coverage under the Plan due to the occurrence of a Qualifying Event. The Employee and/or Employee's Dependents could therefore become Qualified Beneficiaries if applicable coverage under the Plan is lost because of the Qualifying Event.

An Employee, who is properly enrolled in this Plan and is a covered Employee, will become a Qualified Beneficiary if he or she loses his or her coverage under the Plan because either one of the following Qualifying Events happens:

1. The hours of employment are reduced.
2. The employment ends for any reason other than gross misconduct.

The spouse of a covered Employee will become a Qualified Beneficiary if he or she loses his or her coverage under the Plan because any of the following Qualifying Events happens:

1. The Employee dies.
2. The Employee's hours of employment are reduced.
3. The Employee's employment ends for any reason other than his or her gross misconduct.
4. The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both).
5. The Employee becomes divorced or Legally Separated from his or her spouse.

Dependent Children will become Qualified Beneficiaries if they lose coverage under the Plan because any of the following Qualifying Events happens:

1. The parent-covered Employee dies.
2. The parent-covered Employee's hours of employment are reduced.
3. The parent-covered Employee's employment ends for any reason other than his or her gross misconduct.
4. The parent-covered Employee becomes entitled to Medicare benefits (Part A, Part B, or both).
5. The parents become divorced or Legally Separated.
6. The Child stops being eligible for coverage under the Plan as a Dependent Child.

#### **Employer Notice of Qualifying Events**

When the Qualifying Event is the end of employment (for reasons other than gross misconduct), reduction of hours of employment, death of the covered Employee, or the covered Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must notify the COBRA Administrator of the Qualifying Event.

#### **Employee Notice of Qualifying Events**

In certain circumstances, the covered Employee or Qualified Beneficiary, in order to protect his or her rights under COBRA, is required to provide notification to the COBRA Administrator in writing, either by U.S. First Class Mail or hand delivery. These circumstances are any of the following:

1. **Notice of Divorce or Separation:** Notice of the occurrence of a Qualifying Event that is a divorce or Legal Separation of a covered Employee (or former Employee) from his or her spouse.
2. **Notice of Child's Loss of Dependent Status:** Notice of the occurrence of a Qualifying Event that is an individual's ceasing to be eligible as a Dependent Child under the terms of the Plan.
3. **Notice of a Second Qualifying Event:** Notice of the occurrence of a second Qualifying Event after a Qualified Beneficiary has become entitled to COBRA Continuation Coverage with a maximum duration of 18 (or 29) months.
4. **Notice Regarding Disability:** Notice that a Qualified Beneficiary entitled to receive COBRA Continuation Coverage with a maximum duration of 18 months has been determined by the Social Security Administration ("SSA") to be disabled at any time during the first 60 days of COBRA Continuation Coverage.
5. **Notice Regarding End of Disability:** Notice that a Qualified Beneficiary, with respect to whom a notice described above in #4 has been provided, has subsequently been determined by the SSA to no longer be disabled.

As indicated above, Notification of a Qualifying Event must be made in writing. Notice must be made by submitting the "Notice of Qualifying Event" form and mailing it by U.S. First Class Mail or hand delivery to the COBRA Administrator. This form is available, without charge, from the COBRA Administrator.

Notification must include an adequate description of the Qualifying Event or disability determination. Please see the remainder of this section for additional information.

Notification must be received by the COBRA Administrator.

A form of notice is available, free of charge, from the COBRA Administrator and must be used when providing the notice.

### **Deadline for Providing the Notice**

For Qualifying Events described above, notice must be furnished within 60 days of the latest occurring event set forth below:

1. The date upon which the Qualifying Event occurs.
2. The date upon which the Qualified Beneficiary loses (or would lose) Plan coverage due to a Qualifying Event.
3. The date upon which the Qualified Beneficiary is notified via the Plan's SPD or general notice, and/or becomes aware of their status as a Qualified Beneficiary and/or the occurrence of a Qualifying Event; as well as their subsequent responsibility to comply with the Plan's procedure(s) for providing notice to the COBRA Administrator regarding said status.

As described above, if an Employee or Qualified Beneficiary is determined to be disabled under the Social Security Act, the notice must be delivered no more than 60 days after the latest of:

1. The date of the disability determination by the SSA.
2. The date on which a Qualifying Event occurs.
3. The date on which the Qualified Beneficiary loses (or would lose) coverage under the Plan as a result of the Qualifying Event.
4. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

In any event, this notice must be provided within the first 18 months of COBRA Continuation Coverage.

For a change in disability status described above, the notice must be furnished by the date that is 30 days after the later of:

1. The date of the final determination by the SSA that the Qualified Beneficiary is no longer disabled.
2. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

The notice must be postmarked (if mailed), or received by the COBRA Administrator (if hand delivered), by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA Continuation Coverage is lost, and if the person is electing COBRA Continuation Coverage, his or her coverage under the Plan will terminate on the last date for which he or she is eligible under the terms of the Plan, or if the person is extending COBRA Continuation Coverage, such Coverage will end on the last day of the initial 18-month COBRA coverage period.

### **Who Can Provide the Notice**

Any individual who is the covered Employee (or former Employee) with respect to a Qualifying Event, or any representative acting on behalf of the covered Employee (or former Employee) or Qualified Beneficiary, may provide the notice. Notice by one individual shall satisfy any responsibility to provide notice on behalf of all related Qualified Beneficiaries with respect to the Qualifying Event.

### **Required Contents of the Notice**

After receiving a notice of a Qualifying Event, the Plan must provide the Qualified Beneficiary with an election notice, which describes their rights to COBRA Continuation Coverage and how to make such an election. The notice must contain the following information:

1. Name and address of the covered Employee or former Employee.

2. Name of the Plan and the name, address, and telephone number of the Plan's COBRA administrator.
3. Identification of the Qualifying Event and its date (the initial Qualifying Event and its date if the Qualifying Participant is already receiving COBRA Continuation Coverage and wishes to extend the maximum coverage period).
4. A description of the Qualifying Event (for example, divorce, Legal Separation, cessation of Dependent status, entitlement to Medicare by the covered Employee or former Employee, death of the covered Employee or former Employee, disability of a Qualified Beneficiary or loss of disability status).
  - a. In the case of a Qualifying Event that is divorce or Legal Separation, name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan, date of divorce or Legal Separation, and a copy of the decree of divorce or Legal Separation.
  - b. In the case of a Qualifying Event that is Medicare entitlement of the covered Employee or former Employee, date of entitlement, and name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan.
  - c. In the case of a Qualifying Event that is a Dependent Child's cessation of Dependent status under the Plan, name and address of the Child, reason the Child ceased to be an eligible Dependent (for example, attained limiting age).
  - d. In the case of a Qualifying Event that is the death of the covered Employee or former Employee, the date of death, and name(s) and address(es) of spouse and Dependent Child or Children covered under the Plan.
  - e. In the case of a Qualifying Event that is disability of a Qualified Beneficiary, name and address of the disabled Qualified Beneficiary, name(s) and address(es) of other family members covered under the Plan, the date the disability began, the date of the SSA's determination, and a copy of the SSA's determination.
  - f. In the case of a Qualifying Event that is loss of disability status, name and address of the Qualified Beneficiary who is no longer disabled, name(s) and address(es) of other family members covered under the Plan, the date the disability ended and the date of the SSA's determination.
5. Identification of the Qualified Beneficiaries (by name or by status).
6. An explanation of the Qualified Beneficiaries' right to elect continuation coverage.
7. The date coverage will terminate (or has terminated) if continuation coverage is not elected.
8. How to elect continuation coverage.
9. What will happen if continuation coverage isn't elected or is waived.
10. What continuation coverage is available, for how long, and (if it is for less than 36 months), how it can be extended for disability or second qualifying events.
11. How continuation coverage might terminate early.
12. Premium payment requirements, including due dates and grace periods.
13. A statement of the importance of keeping the Plan Administrator informed of the addresses of Qualified Beneficiaries.
14. A statement that the election notice does not fully describe COBRA or the plan and that more information is available from the Plan Administrator and in the SPD.
15. A certification that the information is true and correct, a signature and date.

If a copy of the decree of divorce or Legal Separation or the SSA's determination cannot be provided by the deadline for providing the notice, complete and provide the notice, as instructed, by the deadline and submit the copy of the decree of divorce or Legal Separation or the SSA's determination within 30 days after the deadline. The notice will be timely if done so. However, no COBRA Continuation Coverage, or extension of such Coverage, will be available until the copy of the decree of divorce or Legal Separation or the SSA's determination is provided.

If the notice does not contain all of the required information, the COBRA Administrator may request additional information. If the individual fails to provide such information within the time period specified by the COBRA Administrator in the request, the COBRA Administrator may reject the notice if it does not contain enough information for the COBRA Administrator to identify the plan, the covered Employee (or



former Employee), the Qualified Beneficiaries, the Qualifying Event or disability, and the date on which the Qualifying Event, if any, occurred.

### **Electing COBRA Continuation Coverage**

Complete instructions on how to elect COBRA Continuation Coverage will be provided by the COBRA Administrator within 14 days of receiving the notice of the Qualifying Event. The individual then has 60 days in which to elect COBRA Continuation Coverage. The 60-day period is measured from the later of the date coverage terminates or the date of the notice containing the instructions. If COBRA Continuation Coverage is not elected in that 60-day period, then the right to elect it ceases.

Each Qualified Beneficiary will have an independent right to elect COBRA Continuation Coverage. Covered Employees may elect COBRA Continuation Coverage on behalf of all other Qualified Beneficiaries, including their spouses, and parents or a legal guardian may elect COBRA Continuation Coverage on behalf of their Children.

In the event that the COBRA Administrator determines that the individual is not entitled to COBRA Continuation Coverage, the COBRA Administrator will provide to the individual an explanation as to why he or she is not entitled to COBRA Continuation Coverage.

### **Waiver Before the End of the Election Period**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

### **Duration of COBRA Continuation Coverage**

The maximum time period shown below shall dictate for how long COBRA Continuation Coverage will be available. The maximum time period for coverage is based on the type of the Qualifying Event and the status of the Qualified Beneficiary. Multiple Qualifying Events that may be combined under COBRA will not ordinarily continue coverage for more than 36 months beyond the date of the original Qualifying Event. For all other Qualifying Events, the continuation period is measured from the date of the Qualifying Event, not the date of loss of coverage.

When the Qualifying Event is the death of the covered Employee (or former Employee), the covered Employee's (or former Employee's) becoming entitled to Medicare benefits (under Part A, Part B, or both), a divorce or Legal Separation, or a Dependent Child's losing eligibility as a Dependent Child, COBRA Continuation Coverage lasts for up to a total of 36 months.

When the Qualifying Event is the end of employment or reduction of the covered Employee's hours of employment, and the covered Employee became entitled to Medicare benefits less than 18 months before the Qualifying Event, COBRA Continuation Coverage for Qualified Beneficiaries other than the covered Employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare eight months before the date on which his or her employment terminates, COBRA Continuation Coverage for his or her spouse and Children can last up to thirty-six months after the date of Medicare entitlement, which is equal to twenty-eight months after the date of the Qualifying Event (thirty-six months minus eight months).

Otherwise, when the Qualifying Event is the end of employment (for reasons other than gross misconduct) or reduction of the covered Employee's hours of employment, COBRA Continuation Coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA Continuation Coverage can be extended.

### **Disability Extension of COBRA Continuation Coverage**

Disability can extend the 18-month period of continuation coverage for a Qualifying Event that is a termination of employment or reduction of hours, if an Employee or anyone in an Employee's family covered under the Plan is determined by the Social Security Administration ("SSA") to be disabled, and the Employee notifies the COBRA Administrator. The Employee and his or her Dependents may thereby be entitled to an additional 11 months of COBRA Continuation Coverage, for a total of 29 months, if the disability started at some time before the 60th day of COBRA Continuation Coverage and lasts at least until the end of the 18-month period of COBRA Continuation Coverage. The Plan can charge 150% of the premium cost for the extended period of coverage.

### **Second Qualifying Event Extension of COBRA Continuation Coverage**

If an Employee's family experiences another Qualifying Event while receiving 18 months of COBRA Continuation Coverage, Dependents may receive up to 18 additional months of COBRA Continuation Coverage, for a maximum of 36 months, if notice of the second Qualifying Event is provided to the Plan Administrator or COBRA Administrator in accordance with the procedures set forth herein. This extension may be applicable to the Employee's death, Medicare Parts A and/or B eligibility, divorce or Legal Separation, or a loss of Dependent status under the terms of the Plan if the event would have also caused the spouse or Dependent Child to lose coverage under the Plan regardless of whether the first Qualifying Event had occurred.

### **Shorter Duration of COBRA Continuation Coverage**

COBRA establishes required periods of coverage for continuation health benefits. A plan, however, may provide longer periods of coverage beyond those required by COBRA. COBRA Qualified Beneficiaries generally are eligible for group coverage during a maximum of 18 months after Qualifying Events arising due to employment termination or reduction of hours of work. Certain Qualifying Events, or a second Qualifying Events during the initial period of coverage, may permit a Qualified Beneficiary to receive a maximum of 36 months of coverage.

It is not necessary that COBRA Continuation Coverage be in effect for the maximum period of time, as set forth herein. COBRA Continuation Coverage will terminate immediately, unless otherwise noted, upon the occurrence of any of the following events:

- Contributions are not paid in full on a timely basis,
- The Plan Sponsor ceases to maintain any group health plan,
- The Qualified Beneficiary begins coverage under another group health plan after electing continuation coverage,
- The Qualified Beneficiary enrolls in Medicare Part A or B after electing continuation coverage,
- The Qualified Beneficiary engages in fraud or other conduct that would justify termination of coverage of a similarly situated participant or beneficiary not receiving continuation coverage, or
- If covered under an 11-month disability extension, there is a final determination that the Qualified Beneficiary is no longer disabled for Social Security Purposes (coverage shall terminate on the first day of the month at least 30 days after the determination is made that the Qualified Beneficiary is no longer disabled).

If COBRA Continuation Coverage is terminated early, the Plan will provide the Qualified Beneficiary with an early termination notice.

### **Employee Notice of Other Enrollment**

If the Qualified Beneficiary becomes enrolled in Medicare or under another group health plan after electing COBRA Continuation Coverage, the Qualified Beneficiary must notify the COBRA Administrator in writing immediately.

**Contribution and/or Premium Requirements**

The cost of the elected COBRA Continuation Coverage must be paid within 45 days of its election. Payments will then be subsequently due on the first day of each month. COBRA Continuation Coverage will be canceled and will not be reinstated if any payment is made late; however, the Plan Administrator must allow for a 30-day grace period during which a late payment may still be made without the loss of COBRA Continuation Coverage.

For more information about COBRA, HIPAA, the Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit <https://www.dol.gov/agencies/ebsa>. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

**Current Addresses**

Important information may be distributed by mail. In order to protect the rights of the Employee's family, the Employee should keep the COBRA Administrator (who has been previously identified in this Continuation of Coverage section) informed of any changes in the addresses of family members.

## CLAIM PROCEDURES; PAYMENT OF CLAIMS

### **Introduction**

In accordance with applicable law, the Plan will allow an authorized representative to act on a Claimant's behalf in pursuing or appealing a benefit claim.

The availability of health benefit payments is dependent upon Claimants complying with the following:

### **Health Claims**

Full and final authority to adjudicate claims and make determinations as to their payability by and under the Plan belongs to and resides solely with the Plan Administrator. The Plan Administrator shall make claims adjudication determinations after full and fair review and in accordance with the terms of this Plan, and with applicable law. To receive due consideration, claims for benefits and questions regarding said claims should be directed to the Third Party Administrator. The Plan Administrator may delegate to the Third Party Administrator responsibility to process claims in accordance with the terms of the Plan and the Plan Administrator's directive(s). The Third Party Administrator is not a fiduciary of the Plan and does not have discretionary authority to make claims payment decisions or interpret the meaning of the Plan terms.

Written proof that expenses eligible for Plan reimbursement and/or payment were incurred, as well as proof of their eligibility for payment by the Plan, must be provided to the Plan Administrator via the Third Party Administrator. Although a provider of medical services and/or supplies may submit such claims directly to the Plan by virtue of an assignment of benefits, ultimate responsibility for supplying such written proof remains with the Claimant. The Plan Administrator may determine the time and fashion by which such proof must be submitted. No benefits shall be payable under the Plan if the Plan Administrator determines that the claims are not eligible for Plan payment, or, if inadequate proof is provided by the Claimant or entities submitting claims to the Plan on the Claimant's behalf.

A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure is covered by the Plan, prior to providing treatment is not a "claim," since an actual claim for benefits is not being filed with the Plan. These are simply requests for information, and any response is not a guarantee of benefits, since payment of benefits is subject to all Plan provisions, limitations and Exclusions. Once treatment is rendered, a Clean Claim must be filed with the Plan (which will be a "Post-service Claim"). At that time, a determination will be made as to what benefits are payable under the Plan.

A Claimant has the right to request a review of an Adverse Benefit Determination. If the claim is denied at the end of the appeal process, as described below, the Plan's final decision is known as a Final Internal Adverse Benefit Determination. If the Claimant receives notice of a Final Internal Adverse Benefit Determination, or if the Plan does not follow the claims procedures properly, the Claimant then has the right to request an independent external review. The external review procedures are described below.

The claims procedures are intended to provide a full and fair review. This means, among other things, that claims and appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

Benefits will be payable to a Claimant, or to a Provider that has accepted an assignment of benefits as consideration in full for services rendered. The Plan Administrator may revoke an assignment of benefits previously issued to a Provider at its discretion and treat the Participant as the sole beneficiary.

According to Federal regulations which apply to the Plan, there are four types of claims: Pre-service (Urgent and Non-urgent), Concurrent Care and Post-service.

1. Pre-service Claims. A "Pre-service Claim" occurs when issuance of payment by the Plan is dependent upon determination of payability prior to the receipt of the applicable medical care;

however, if the Plan does not require the Claimant to obtain approval of a medical service prior to getting treatment, then there is no "Pre-service Claim".

Urgent care or Emergency medical services or admissions will not require notice to the Plan prior to the receipt of care. Furthermore, if in the opinion of a Physician with knowledge of the Claimant's medical condition, pre-determination of payability by the Plan prior to the receipt of medical care (a Pre-service Claim) would result in a delay adequate to jeopardize the life or health of the Claimant, hinder the Claimant's ability to regain maximum function (compared to treatment without delay), or subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim, said claim may be deemed to be a "Pre-service Urgent Care Claim". In such circumstances, the Claimant is urged to obtain the applicable care without delay, and communicate with the Plan regarding their claim(s) as soon as reasonably possible.

If, due to Emergency or urgency as defined above, a Pre-service claim is not possible, the Claimant must comply with the Plan's requirements with respect to notice required after receipt of treatment, and must file the claim as a Post-service Claim, as herein described.

Pre-admission certification of a non-Emergency Hospital admission is a "claim" only to the extent of the determination made – that the type of procedure or condition warrants Inpatient confinement for a certain number of days. The rules regarding Pre-service Claims will apply to that determination only. Once a Claimant has the treatment in question, the claim for benefits relating to that treatment will be treated as a Post-service Claim.

2. Concurrent Claims. If a Claimant requires an on-going course of treatment over a period of time or via a number of treatments, the Plan may approve of a "Concurrent Claim." In such circumstances, the Claimant must notify the Plan of such necessary ongoing or routine medical care, and the Plan will assess the Concurrent Claim as well as determine whether the course of treatment should be reduced or terminated. The Claimant, in turn, may request an extension of the course of treatment beyond that which the Plan has approved. If the Plan does not require the Claimant to obtain approval of a medical service prior to getting treatment, then there is no need to contact the Plan Administrator to request an extension of a course of treatment, and the Claimant must simply comply with the Plan's requirements with respect to notice required after receipt of treatment, as herein described.
3. Post-service Claims. A "Post-service Claim" is a claim for benefits from the Plan after the medical services and/or supplies have already been provided.

#### **When Claims Must Be Filed**

Post-service health claims (which must be Clean Claims) must be filed with the Third Party Administrator within **365 days** of the date charges for the service(s) and/or supplies were Incurred. Claims filed later than that date shall be denied. Benefits are based upon the Plan's provisions at the time the charges were Incurred.

A Pre-service Claim (including a Concurrent claim that also is a Pre-service claim) is considered to be filed when the request for approval of treatment or services is received by the Third Party Administrator in accordance with the Plan's procedures.

A Post-service Claim is considered to be filed when the following information is received by the Third Party Administrator, together with the industry standard claim form:

1. The date of service.
2. The name, address, telephone number and tax identification number of the Provider of the services or supplies.
3. The place where the services were rendered.
4. The Diagnosis and procedure codes.

5. Any applicable pre-negotiated rate.
6. The name of the Plan.
7. The name of the covered Employee.
8. The name of the patient.

Upon receipt of this information, the claim will be deemed to be initiated with the Plan.

The Third Party Administrator will determine if enough information has been submitted to enable proper consideration of the claim (a Clean Claim). If not, more information may be requested as provided herein. This additional information must be received by the Third Party Administrator within 45 days (48 hours in the case of Pre-service urgent care claims) from receipt by the Claimant of the request for additional information. **Failure to do so may result in claims being declined or reduced.**

### **Timing of Claim Decisions**

The Plan Administrator shall notify the Claimant, in accordance with the provisions set forth below, of any Adverse Benefit Determination (and, in the case of Pre-service claims and Concurrent claims, of decisions that a claim is payable in full) within the following timeframes:

#### **1. Pre-service Urgent Care Claims:**

- a. If the Claimant has provided all of the necessary information, as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claim.
- b. If the Claimant has not provided all of the information needed to process the claim, then the Claimant will be notified as to what specific information is needed as soon as possible, but not later than 24 hours after receipt of the claim.
- c. The Claimant will be notified of a determination of benefits as soon as possible, but not later than 48 hours, taking into account the medical exigencies, after the earliest of:
  - i. The end of the period afforded the Claimant to provide the information.
  - ii. The Plan's receipt of the specified information.
- d. If there is an Adverse Benefit Determination, a request for an expedited appeal may be submitted orally or in writing by the Claimant. All necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the Claimant by telephone, facsimile, or other similarly expeditious method. Alternatively, the Claimant may request an expedited review under the external review process.

#### **2. Pre-service Non-urgent Care Claims:**

- a. If the Claimant has provided all of the information needed to process the claim, in a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
- b. If the Claimant has not provided all of the information needed to process the claim, then the Claimant will be notified as to what specific information is needed as soon as possible. The Claimant will be notified of a determination of benefits in a reasonable period of time appropriate to the medical circumstances, either prior to the end of the extension period (if additional information was requested during the initial processing period), or by the date agreed to by the Plan Administrator and the Claimant (if additional information was requested during the extension period).

#### **3. Concurrent Claims:**

- a. Plan Notice of Reduction or Termination. If the Plan Administrator is notifying the Claimant of a reduction or termination of a course of treatment (other than by Plan amendment or termination), notification will occur before the end of such period of time or number of treatments. The Claimant will be notified sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated. This rule does not apply if benefits are reduced or eliminated due to plan amendment or termination. A

similar process applies for claims based on a rescission of coverage for fraud or misrepresentation.

- b. Request by Claimant Involving Urgent Care. If the Plan Administrator receives a request from a Claimant to extend the course of treatment beyond the period of time or number of treatments involving urgent care, notification will occur as soon as possible, taking into account the medical exigencies, but not later than 24 hours after receipt of the claim, as long as the Claimant makes the request at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If the Claimant submits the request with less than 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request will be treated as a claim involving urgent care and decided within the urgent care timeframe.
- c. Request by Claimant Involving Non-urgent Care. If the Plan Administrator receives a request from the Claimant for a claim not involving urgent care, the request will be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim (either as a Pre-service Non-urgent claim or a Post-service claim).
- d. Request by Claimant Involving Rescission. With respect to rescissions, the following timetable applies:

i. Notification to Claimant	30 days
ii. Notification of Adverse Benefit Determination on appeal	30 days

4. Post-service Claims:

- a. If the Claimant has provided all of the information needed to process the claim, in a reasonable period of time, but not later than 30 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
- b. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.
- c. If the Claimant has not provided all of the information needed to process the claim and additional information is requested during the initial processing period, then the Claimant will be notified of a determination of benefits prior to the end of the extension period, unless additional information is requested during the extension period, then the Claimant will be notified of the determination by a date agreed to by the Plan Administrator and the Claimant.

5. Extensions:

- a. Pre-service Urgent Care Claims. No extensions are available in connection with Pre-service urgent care claims.
- b. Pre-service Non-urgent Care Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 15-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- c. Post service Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

6. Calculating Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is deemed to be filed in accordance with the procedures of the Plan.

### **Notification of an Adverse Benefit Determination**

The Plan Administrator shall provide a Claimant with a notice, either in writing or electronically (or, in the case of Pre-service urgent care claims, by telephone, facsimile or similar method, with written or electronic notice following within three days), containing the following information:

1. Information sufficient to allow the Claimant to identify the claim involved (including date of service, the health care Provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
2. A reference to the specific portion(s) of the Plan Document upon which a denial is based.
3. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim.
4. A description of any additional information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.
5. A description of the Plan's review procedures and the time limits applicable to the procedures, following an Adverse Benefit Determination on final review.
6. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits.
7. Upon request, the identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request).
8. Any rule, guideline, protocol or similar criterion that was relied upon in making the determination (or a statement that it was relied upon and that a copy will be provided to the Claimant, free of charge, upon request).
9. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided to the Claimant, free of charge, upon request.
10. In a claim involving urgent care, a description of the Plan's expedited review process.

### **Appeal of Adverse Benefit Determinations**

#### **Full and Fair Review of All Claims**

In cases where a claim for benefits is denied, in whole or in part, and the Claimant believes the claim has been denied wrongly, the Claimant may appeal the denial and review pertinent documents. The claims procedures of this Plan provide a Claimant with a reasonable opportunity for a full and fair review of a claim and Adverse Benefit Determination. More specifically, the Plan provides:

1. A 180-day timeframe following receipt of a notification of an initial Adverse Benefit Determination within which to appeal the determination. The Plan will not accept appeals filed after a 180-day timeframe.
2. The opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
3. The opportunity to review the Claim file and to present evidence and testimony as part of the internal claims and appeals process.
4. A review that does not afford deference to the previous Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.
5. A review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the prior benefit determination.
6. That, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a health care professional who has



appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

7. Upon request, the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice.
8. If applicable, a discussion of the basis for disagreeing with the disability determination made by either (a) the Social Security Administration; or (b) an independent medical expert that has conducted a full medical review of the Claimant if presented by the Claimant in support of the claim.
9. That a Claimant will be provided, free of charge: (a) reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim in possession of the Plan Administrator or Third Party Administrator; (b) information regarding any voluntary appeals procedures offered by the Plan; (c) information regarding the Claimant's right to an external review process; (d) any internal rule, guideline, protocol or other similar criterion relied upon, considered or generated in making the adverse determination; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.
10. That a Claimant will be provided, free of charge, and sufficiently in advance of the date that the notice of Final Internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.

#### **Requirements for First Level Appeal**

The Claimant must file the appeal in writing (although oral appeals are permitted for Pre-service urgent care claims) within 180 days following receipt of the notice of an Adverse Benefit Determination.

For Pre-service Claims. Oral appeals should be submitted in writing as soon as possible after it has been initiated. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Simplified Benefits Administrators  
10375 Park Meadows Drive, Suite 125  
Lone Tree, Colorado 80124  
Phone: 1-800-207-1018

For Post-service Claims. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Simplified Benefits Administrators  
10375 Park Meadows Drive, Suite 125  
Lone Tree, Colorado 80124  
Phone: 1-800-207-1018

It shall be the responsibility of the Claimant or authorized representative to submit an appeal under the provisions of the Plan. Any appeal must include:

1. The name of the Employee/Claimant.
2. The Employee/Claimant's social security number.
3. The group name or identification number.
4. All facts and theories supporting the claim for benefits.
5. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim.
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

### **Timing of Notification of Benefit Determination on Review**

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within the following timeframes:

1. Pre-service Urgent Care Claims: As soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the appeal.
2. Pre-service Non-Urgent Care Claims: Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the appeal.
3. Concurrent Claims: The response will be made in the appropriate time period based upon the type of claim: Pre-service Urgent, Pre-service Non-urgent or Post-service.
4. Post-service Claims: Within a reasonable period of time, but not later than 30 days per internal appeal.

Calculating Time Periods. The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

### **Manner and Content of Notification of Adverse Benefit Determination on Review**

The Plan Administrator shall provide a Claimant with notification, with respect to Pre-service urgent care claims, by telephone, facsimile or similar method, and with respect to all other types of claims, in writing or electronically, of a Plan's Adverse Benefit Determination on review, setting forth:

1. Information sufficient to allow the Claimant to identify the claim involved (including date of service, the health care Provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
2. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim, and a discussion of the decision.
3. A reference to the specific portion(s) of the summary plan description on which the denial is based.
4. The identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request).
5. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.
6. Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Claimant, free of charge, upon request.
7. A description of any additional information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.
8. A description of available internal appeals and external review processes, including information regarding how to initiate an appeal.
9. A description of the Plan's review procedures and the time limits applicable to the procedures. This description will include information on how to initiate the appeal following an Adverse Benefit Determination on final review.
10. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Claimant, free of charge, upon request.
11. Information about the availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist Participants with the internal claims and appeals and external review processes.

12. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

### **Furnishing Documents in the Event of an Adverse Determination**

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the provision relating to "Manner and Content of Notification of Adverse Benefit Determination on Review" as appropriate.

### **Decision on Review**

The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the Plan must be exhausted before any legal action is brought.

### **Requirements for Second Level Appeal**

The Claimant must file an appeal regarding a Pre-service or Post-service claim and applicable Adverse Benefit Determination, in writing within 60 days following receipt of the notice of the first level Adverse Benefit Determination.

### **Two Levels of Appeal**

This Plan requires two levels of appeal (Pre-service or Post-service) by a Claimant before the Plan's internal appeals are exhausted. For each level of appeal, the Claimant and the Plan are subject to the same procedures, rights, and responsibilities as stated within this Plan. Each level of appeal is subject to the above-outlined submission and response guidelines.

Once a Claimant receives an Adverse Benefit Determination in response to an initial claim for benefits, the Claimant may appeal that Adverse Benefit Determination, which will constitute the initial appeal. If the Claimant receives an Adverse Benefit Determination in response to that initial appeal, the Claimant may appeal that Adverse Benefit Determination as well, which will constitute the final internal appeal. If the Claimant receives an Adverse Benefit Determination in response to the Claimant's second appeal, such Adverse Benefit Determination will constitute the Final Internal Adverse Benefit Determination, and the Plan's internal appeals procedures will have been exhausted.

### **Deemed Exhaustion of Internal Claims Procedures and De Minimis**

#### Exception to the Deemed Exhaustion Rule

A Claimant will not be required to exhaust the internal claims and appeals procedures described above if the Plan fails to adhere to the claims procedures requirements. In such an instance, a Claimant may proceed immediately to make a claim in court. However, the internal claim and appeals procedures will not be deemed exhausted (meaning the Claimant must adhere to them before bringing a claim in court) in the event of a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Claimant as long as the Plan Administrator demonstrates that the violation was for good cause or due to matters beyond the control of the Plan, the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant, and the violation is not reflective of a pattern or practice of non-compliance.

If a Claimant believes the Plan Administrator has engaged in a violation of the claims procedures and would like to pursue an immediate review, the Claimant may request that the Plan provide a written explanation of the violation, including a description of the Plan's basis for asserting that the violation should not result in a "deemed exhaustion" of the claims procedures. The Plan will respond to this request within ten days. If a court rejects a request for immediate review because the Plan has met the requirements for the "de minimis" exception described above, the Plan will provide the Claimant with notice of an opportunity to resubmit and pursue an internal appeal of the claim.

### **External Review Process**

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.
2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

### Standard external review

Standard external review is an external review that is not considered expedited (as described in the "expedited external review" paragraph in this section).

1. Request for external review. The Plan will allow a Claimant to file a request for an external review with the Plan if the request is filed within four months after the date of receipt of a notice of a Final Internal Adverse Benefit Determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.
2. Preliminary review. Within five business days following the date of receipt of the external review request, the Plan will complete a preliminary review of the request to determine whether:
  - a. The Claimant is or was covered under the Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or service was provided.
  - b. The Adverse Benefit Determination or the Final Internal Adverse Benefit Determination does not relate to the Claimant's failure to meet the requirements for eligibility under the terms of the Plan (e.g., worker classification or similar determination).
  - c. The Claimant has exhausted the Plan's internal appeal process (unless the Claimant is not required to exhaust the internal appeals process under the final regulations) and rendered the appeal available for standard external review.
  - d. The Claimant has provided all the information and forms required to process an external review. Within one business day after completion of the preliminary review, the Plan will issue a notification in writing to the Claimant. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification will describe the information or materials needed to make the request complete and the Plan will allow a Claimant to

perfect the request for external review within the four-month filing period or within the 48-hour period following the receipt of the notification, whichever is later.

3. Referral to Independent Review Organization. The Plan will assign an independent review organization (IRO) that is accredited by URAC or by a similar nationally-recognized accrediting organization to conduct the external review. Moreover, the Plan will take action against bias and to ensure independence. Accordingly, the Plan will contract with (or direct the Third Party Administrator to contract with, on its behalf) at least three IROs for assignments under the Plan and rotate claims assignments among them (or incorporate other independent unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.
4. Reversal of Plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Plan will provide coverage or payment for the claim without delay, regardless of whether the plan intends to seek judicial review of the external review decision and unless or until there is a judicial decision otherwise.

#### Expedited external review

1. Request for expedited external review. The Plan will allow a Claimant to make a request for an expedited external review with the Plan at the time the Claimant receives:
  - a. An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the Claimant for which the timeframe for completion of a standard internal appeal under the final regulations would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function and the Claimant has filed a request for an expedited internal appeal.
  - b. A Final Internal Adverse Benefit Determination, if the Claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency Services, but has not been discharged from a facility.
2. Preliminary review. Immediately upon receipt of the request for expedited external review, the Plan will determine whether the request meets the reviewability requirements set forth above for standard external review. The Plan will immediately send a notice that meets the requirements set forth above for standard external review to the Claimant of its eligibility determination.
3. Referral to Independent Review Organization. Upon a determination that a request is eligible for external review following the preliminary review, the Plan will assign an IRO pursuant to the requirements set forth above for standard review. The Plan will provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the claim de novo and is not bound by any decisions or conclusions reached during the Plan's internal claims and appeals process.
4. Notice of final external review decision. The Plan's (or Third Party Administrator's) contract with the assigned IRO will require the IRO to provide notice of the final external review decision, in accordance with the requirements set forth above, as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the

request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO will provide written confirmation of the decision to the Claimant and the Plan.

### **Appointment of Authorized Representative**

A Claimant may designate another individual to be an authorized representative and act on his or her behalf and communicate with the Plan with respect to a specific benefit claim or appeal of a denial. This authorization must be in writing, signed and dated by the Claimant, and include all the information required in the authorized representative form. The appropriate form can be obtained from the Plan Administrator or the Third Party Administrator.

The Plan will permit, in a medically urgent situation, such as a claim involving Urgent Care, a Claimant's treating health care practitioner to act as the Claimant's authorized representative without completion of the authorized representative form.

Should a Claimant designate an authorized representative, all future communications from the Plan will be conducted with the authorized representative instead of the Claimant, unless the Plan Administrator is otherwise notified in writing by the Claimant. A Claimant can revoke the authorized representative at any time. A Claimant may authorize only one person as an authorized representative at a time.

Recognition as an authorized representative is completely separate from a Provider accepting an assignment of benefits, requiring a release of information, or requesting completion a similar form. An assignment of benefits by a Claimant shall not be recognized as a designation of the Provider as an authorized representative. Assignment and its limitations under this Plan are described below.

### **Autopsy**

Upon receipt of a claim for a deceased Claimant for any condition illness or injury that is the basis of such claim, the Plan maintains the right to request an autopsy be performed upon said Claimant. The request for an autopsy may be exercised only where not prohibited by any applicable law.

### **Payment of Benefits**

Where benefit payments are allowable in accordance with the terms of this Plan, payment shall be made in U.S. Dollars (unless otherwise agreed upon by the Plan Administrator). Payment shall be made, in the Plan Administrator's discretion, to an assignee of an assignment of benefits, but in any instance may alternatively be made to the Claimant, on whose behalf payment is made and who is the recipient of the services for which payment is being made. Should the Claimant be deceased, payment shall be made to the Claimant's heir, assign, agent or estate (in accordance with written instructions), or, if there is no such arrangement and in the Plan Administrator's discretion, the institute and/or Provider who provided the care and/or supplies for which payment is to be made – regardless of whether an assignment of benefits occurred.

### **Assignments**

For this purpose, the term "Assignment of Benefits" (or "AOB") is defined as an arrangement whereby a Participant of the Plan, at the discretion of the Plan Administrator, assigns its right to seek and receive payment of eligible Plan benefits, less Deductible, Copayments and Coinsurance amounts, to a medical Provider. If a Provider accepts said arrangement, the Provider's rights to receive Plan benefits are equal to those of the Participant, and are limited by the terms of this Plan Document. A Provider that accepts this arrangement indicates acceptance of an AOB and Deductibles, Copayments, and Coinsurance amounts, as consideration in full for treatment rendered.

The Plan Administrator may revoke an AOB at its discretion and treat the Participant of the Plan as the sole beneficiary. Benefits for medical expenses covered under this Plan may be assigned by a Participant to the Provider as consideration in full for services rendered; however, if those benefits are paid directly to the Participant, the Plan will be deemed to have fulfilled its obligations with respect to such benefits. The Plan will not be responsible for determining whether any such assignment is valid. Payment of benefits which

have been assigned may be made directly to the assignee unless a written request not to honor the assignment, signed by the Participant, has been received before the proof of loss is submitted, or the Plan Administrator – at its discretion – revokes the assignment.

No Participant shall at any time, either during the time in which he or she is a Participant in the Plan, or following his or her termination as a Participant, in any manner, have any right to assign his or her right to sue to recover benefits under the Plan, to enforce rights due under the Plan or to any other causes of action which he or she may have against the Plan or its fiduciaries. A medical Provider which accepts an AOB does as consideration in full for services rendered and is bound by the rules and provisions set forth within the terms of this document.

### **Non U.S. Providers**

A Provider of medical care, supplies, or services, whose primary facility, principal place of business or address for payment is located outside the United States shall be deemed to be a “Non U.S. Provider.” Claims for medical care, supplies, or services provided by a Non U.S. Provider and/or that are rendered outside the United States of America, may be deemed to be payable under the Plan by the Plan Administrator, subject to all Plan Exclusions, limitations, maximums and other provisions. Assignment of benefits to a Non U.S. Provider is prohibited absent an explicit written waiver executed by the Plan Administrator. If assignment of benefits is not authorized, the Claimant is responsible for making all payments to Non U.S. Providers, and is solely responsible for subsequent submission of proof of payment to the Plan. Only upon receipt of such proof of payment, and any other documentation needed by the Plan Administrator to process the claims in accordance with the terms of the Plan, shall reimbursement by the Plan to the Claimant be made. If payment was made by the Claimant in U.S. currency (American dollars), the maximum reimbursable amount by the Plan to the Claimant shall be that amount. If payment was made by the Claimant using any currency other than U.S. currency (American dollars), the Plan shall utilize an exchange rate in effect on the Incurred date as established by a recognized and licensed entity authorized to so establish said exchange rates. The Non U.S. Provider must satisfy all applicable credentialing and licensing requirements; and claims for benefits must be submitted to the Plan in English.

### **Recovery of Payments**

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan’s terms, conditions, limitations or Exclusions, or should otherwise not have been paid by the Plan. As such, this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Claimant or Dependent on whose behalf such payment was made.

A Claimant, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Claimant or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any claims for benefits by the Claimant and to deny or reduce future benefits payable (including payment of future benefits for other injuries or illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other injuries or illnesses) under any other group

benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agrees to be bound by the terms of this Plan and agree to submit claims for reimbursement in strict accordance with their State's health care practice acts, ICD or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Claimant, Provider or other person or entity to enforce the provisions of this section, then that Claimant, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Claimant and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Claimants) shall assign or be deemed to have assigned to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Claimant(s) are entitled, for or in relation to facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made for any of the following circumstances:

1. In error.
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act.
3. Pursuant to a misstatement made to obtain coverage under this Plan within two years after the date such coverage commences.
4. With respect to an ineligible person.
5. In anticipation of obtaining a recovery if a Claimant fails to comply with the Plan's Third Party Recovery, Subrogation and Reimbursement provisions.
6. Pursuant to a claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any claim for benefits under this Plan by a Claimant or by any of his covered Dependents if such payment is made with respect to the Claimant or any person covered or asserting coverage as a Dependent of the Claimant.

If the Plan seeks to recoup funds from a Provider, due to a claim being made in error, a claim being fraudulent on the part of the Provider, and/or the claim that is the result of the Provider's misstatement, said Provider shall, as part of its assignment to benefits from the Plan, abstain from billing the Claimant for any outstanding amount(s).

### **Medicaid Coverage**

A Claimant's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Claimant. Any such benefit payments will be subject to the State's right to reimbursement for benefits it has paid on behalf of the Claimant, as required by the State Medicaid program; and the Plan will honor any Subrogation rights the State may have with respect to benefits which are payable under the Plan.

### **Limitation of Action**

A Claimant cannot bring any legal action against the Plan for a claim of benefits until 90 days after all appeal processes have been exhausted. After 90 days, if the Claimant wants to bring a legal action against the



Plan, he or she must do so within 60 days of the date he or she is notified of the final decision on the final appeal or he or she will lose any rights to bring such an action against the Plan.

## COORDINATION OF BENEFITS

### **Coordination of the Benefit Plans**

Coordination of benefits sets out rules for the order of payment of Covered Expenses when two or more plans, including Medicare, are paying. When a Participant is covered by this Plan and another plan, the plans will coordinate benefits when a claim is received.

### **Standard Coordination of Benefits**

The plan that pays first according to the rules will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total allowable charges.

### **Benefits Subject to This Provision**

The following shall apply to the entirety of the Plan and all benefits described therein.

### **Excess Insurance**

If at the time of Injury, Illness or disability there is available, or potentially available any coverage (including but not limited to coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of coverage.

The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer, or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state.
3. Any policy of insurance from any insurance company or guarantor of a third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any other source of coverage, including, but not limited to, the following:
  - Crime victim restitution funds
  - Civil restitution funds
  - No-fault restitution funds such as vaccine injury compensation funds
  - Any medical, applicable disability or other benefit payments
  - School insurance coverage

### **Vehicle Limitation**

When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies and will exclude benefits subject to the Exclusions in this Plan up to the maximum amount available to the Participant under applicable state law, regardless of a Participant's election of lesser coverage amount. This applies to all forms of medical payments under vehicle plans and/or policies regardless of their names, titles or classifications.

### **Effect on Benefits**

#### **Application to Benefit Determinations**

The plan that pays first according to the rules in the provision entitled "Order of Benefit Determination" will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Allowable Expenses. When there is a conflict in the rules, this Plan will never pay more than 50% of Allowable Expenses when paying secondary. Benefits will be coordinated on the basis of a Claim Determination Period.

When medical payments are available under automobile insurance, this Plan will pay excess benefits only, without reimbursement for automobile plan deductibles. This Plan will always be considered secondary regardless of the individual's election under personal injury protection (PIP) coverage with the automobile insurance carrier regarding priority of payment.

In certain instances, the benefits of the Other Plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when all of the following occur:

1. The Other Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined.
2. The rules in the provision entitled "Order of Benefit Determination" would require this Plan to determine its benefits before the Other Plan.

### **Order of Benefit Determination**

For the purposes of the provision entitled "Application to Benefit Determinations", the rules establishing the order of benefit determination are:

1. A plan without a coordinating provision will always be the primary plan.
2. The benefits of a plan which covers the person on whose expenses a claim is based other than as a dependent shall be determined before the benefits of a plan which covers such person as a Dependent.
3. If the person for whom claim is made is a dependent child covered under both parents' plans, the plan covering the parent whose birthday (month and day of birth, not year) falls earlier in the year will be primary, except:
  - a. When the parents were never married, are separated, or are divorced, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody.
  - b. When the parents are divorced and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent, and the benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody.

Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the child's health care expenses, the benefits of the plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any Other Plan which covers the child as a dependent child.

4. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses a claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person for the shorter period of time.
5. To the extent required by Federal and State regulations, this Plan will pay before any Medicare, Tricare, Medicaid, State child health benefits or other applicable State health benefits program.

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

The Plan Administrator may, without notice to or consent of any person, release to or obtain from any insurance company or other organization or individual any information regarding coverage, expenses, and benefits which the Plan Administrator, in its sole discretion, considers necessary to determine, implement and apply the terms of this provision or any provision of similar purpose of any Other Plan. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as requested and as may be necessary to implement this provision.

**Facility of Payment**

A payment made under any Other Plan may include an amount that should have been paid under this Plan. The Plan Administrator may, in its sole discretion, pay any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Any such amount paid under this provision shall be deemed to be benefits paid under this Plan. The Plan Administrator will not have to pay such amount again and this Plan shall be fully discharged from liability.

**Right of Recovery**

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Coordination of Benefits section, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Participant or his or her Dependents. Please see the Recovery of Payments provision above for more details.

## MEDICARE

### **Applicable to Active Employees and Their Spouses Ages 65 and Over**

An Active Employee and his or her spouse (ages 65 and over) may, at the option of such Employee, elect or reject coverage under this Plan. If such Employee elects coverage under this Plan, the benefits of this Plan shall be determined before any benefits provided by Medicare. If coverage under this Plan is rejected by such Employee, benefits listed herein will not be payable even as secondary coverage to Medicare.

### **Applicable to All Other Participants Eligible for Medicare Benefits**

To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary payor (as described under the section entitled "Coordination of Benefits"). If the Provider accepts assignment with Medicare, Covered Expenses will not exceed the Medicare approved expenses.

### **Applicable to Medicare Services Furnished to End Stage Renal Disease ("ESRD") Participants Who Are Covered Under This Plan**

If any Participant is enrolled in Medicare coverage because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of the Participant's Medicare entitlement, regardless of the date of enrollment, unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

## **THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT**

### **Payment Condition**

The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Illness or disability is caused in whole or in part by, or results from the acts or omissions of Participants, and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as "Participant(s)") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to crime victim restitution funds, civil restitution funds, no-fault restitution funds (including vaccine injury compensation funds), uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party, any medical, applicable disability, or other benefit payments, and school insurance coverage (collectively "Coverage").

Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Participant(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Participant(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Participant shall be a trustee over those Plan assets.

In the event a Participant(s) settles, recovers, or is reimbursed by any Coverage, the Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Participant(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Participant(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.

If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Participant(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the plan may seek reimbursement.

### **Subrogation**

As a condition to participating in and receiving benefits under this Plan, the Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Participant(s) is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Participant(s) fails to so pursue said rights and/or action.

If a Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Participant(s) may have against any Coverage and/or party causing the Illness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of

collection. The Participant is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

The Plan may, at its discretion, in its own name or in the name of the Participant(s) commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.

If the Participant(s) fails to file a claim or pursue damages against:

1. The responsible party, its insurer, or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any other source of Coverage, including, but not limited to, the following:
  - Crime victim restitution funds
  - Civil restitution funds
  - No-fault restitution funds such as vaccine injury compensation funds
  - Any medical, applicable disability or other benefit payments
  - School insurance coverage

the Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Participant's/Participants' and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

### **Right of Reimbursement**

The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Participant(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, made whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Participant(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Participant's/Participants' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Participant are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Participant's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan. Additionally, the Participant shall indemnify the Plan against any of the Participant's attorney's fees, costs, or other expenses related to the Participant's recovery for which the Plan becomes responsible by any means other than the Plan's explicit written consent.

The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.

These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Participant(s).

This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable illness, injury or disability.

### **Participant is a Trustee Over Plan Assets**

Any Participant who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any injury or accident. By virtue of this status, the Participant understands that he or she is required to:

1. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds.
2. Instruct his or her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts.
3. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement, judgment or other source of Coverage to include the Plan or its authorized representative as a payee on the settlement draft.
4. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

To the extent the Participant disputes this obligation to the Plan under this section, the Participant or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorneys' fees, for which he or she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.

No Participant, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

### **Release of Liability**

The Plan's right to reimbursement extends to any incident related care that is received by the Participant(s) ("Incurred") prior to the liable party being released from liability. The Participant's/Participants' obligation to reimburse the Plan is therefore tethered to the date upon which the claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Participant has an obligation to review the "lien" provided by the Plan and reflecting claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be incurred, and for which the Plan will be asked to pay.



### **Excess Insurance**

If at the time of Injury, Illness or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section.

The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer, or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a third party, including but not limited to an employer's policy.
4. Workers' compensation or other liability insurance company.
5. Any other source of Coverage, including, but not limited to, the following:
  - Crime victim restitution funds
  - Civil restitution funds
  - No-fault restitution funds such as vaccine injury compensation funds
  - Any medical, applicable disability or other benefit payments
  - School insurance coverage

### **Separation of Funds**

Benefits paid by the Plan, funds recovered by the Participant(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Participant(s), such that the death of the Participant(s), or filing of bankruptcy by the Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

### **Wrongful Death**

In the event that the Participant(s) dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

### **Obligations**

It is the Participant's/Participants' obligation at all times, both prior to and after payment of medical benefits by the Plan:

1. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights.
2. To provide the Plan with pertinent information regarding the Illness, disability, or Injury, including accident reports, settlement information and any other requested additional information.
3. To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights.
4. To do nothing to prejudice the Plan's rights of subrogation and reimbursement.
5. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received.
6. To notify the Plan or its authorized representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
7. To notify the Plan or its authorized representative of any settlement prior to finalization of the settlement.
8. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Participant may have against any responsible party or Coverage.

9. To instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on any settlement draft.
10. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft.
11. To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Participant over settlement funds is resolved.

If the Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, or to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Participant(s).

The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Participant's/Participants' cooperation or adherence to these terms.

### **Offset**

If timely repayment is not made, or the Participant and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Participant's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Participant(s) in an amount equivalent to any outstanding amounts owed by the Participant to the Plan. This provision applies even if the Participant has disbursed settlement funds.

### **Minor Status**

In the event the Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

### **Language Interpretation**

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights with respect to this provision. The Plan Administrator may amend the Plan at any time without notice.

### **Severability**

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

## MISCELLANEOUS PROVISIONS

### **Clerical Error/Delay**

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes to such records will not invalidate coverage otherwise validly in force or continue coverage validly terminated. Contributions made in error by Participants due to such clerical error will be returned to the Participant; coverage will not be inappropriately extended. Contributions that were due but not made, in error and due to such clerical error will be owed immediately upon identification of said clerical error. Failure to so remedy amounts owed may result in termination of coverage. Effective Dates, waiting periods, deadlines, rules, and other matters will be established based upon the terms of the Plan, as if no clerical error had occurred. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Participant, the amount of overpayment may be deducted from future benefits payable.

### **Conformity With Applicable Laws**

Any provision of this Plan that is contrary to any applicable law, equitable principle, regulation or court order (if such a court is of competent jurisdiction) will be interpreted to comply with said law, or, if it cannot be so interpreted, shall be automatically amended to satisfy the law's minimum requirement, including, but not limited to, stated maximums, Exclusions, or statutes of limitations.

### **Fraud**

Under this Plan, coverage may be retroactively canceled or terminated (rescinded) if a Participant acts fraudulently or intentionally makes material misrepresentations of fact. It is a Participant's responsibility to provide accurate information and to make accurate and truthful statements, including information and statements regarding family status, age, relationships, etc. It is also a Participant's responsibility to update previously provided information and statements. Failure to do so may result in coverage of Participants being canceled, and such cancellation may be retroactive.

If a Participant, or any other entity, submits or attempts to submit a claim for or on behalf of a person who is not a Participant of the Plan; submits a claim for services or supplies not rendered; provides false or misleading information in connection with enrollment in the Plan; or provides any false or misleading information to the Plan as it relates to any element of its administration; that shall be deemed to be fraud. If a Participant is aware of any instance of fraud, and fails to bring that fraud to the Plan Administrator's attention, that shall also be deemed to be fraud. Fraud will result in immediate termination of all coverage under this Plan for the Participant and their entire Family Unit of which the Participant is a member.

A determination by the Plan that a rescission is warranted will be considered an Adverse Benefit Determination for purposes of review and appeal. A Participant whose coverage is being rescinded will be provided a 30-day notice period as described under the Affordable Care Act (ACA) and regulatory guidance. Claims Incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims Incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under this Plan.

### **Headings**

The headings used in this Plan Document are used for convenience of reference only. Participants are advised not to rely on any provision because of the heading.

### **Pronouns**

Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders.

### **Word Usage**

Wherever any words are used herein in the singular or plural, they shall be construed as though they were in the plural or singular, as the case may be, in all cases where they would so apply.

### **No Waiver or Estoppel**

All parts, portions, provisions, and conditions in the Plan, and/or other items addressed in this Plan shall be deemed to be in full force and effect, and not waived, absent an explicit written instrument expressing otherwise; executed by the Plan Administrator. Absent such explicit waiver, there shall be no waiver of or estoppel against the enforcement of any provision of this Plan. Failure by any applicable entity to enforce any part of the Plan shall not constitute a waiver, either as it specifically applies to a particular circumstance, or as it applies to the Plan's general administration. If an explicit written waiver is executed, that waiver shall only apply to the matter addressed therein, and shall be interpreted in the most narrow fashion possible.

### **Plan Contributions**

The Plan Administrator shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed by the Participating Employer and the amount to be contributed (if any) by each Participant.

The Plan Sponsor shall fund the Plan in a manner consistent with the provisions of the Internal Revenue Code, and such other laws and regulations as shall be applicable to the end that the Plan shall be funded on a lawful and sound basis. The manner and means by which the Plan is funded shall be solely determined by the Plan Sponsor, to the extent allowed by applicable law.

Notwithstanding any other provision of the Plan, the Plan Administrator's obligation to pay claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said claims in accordance with these procedures shall discharge completely the Company's obligation with respect to such payments.

In the event that the Company terminates the Plan, then as of the effective date of termination, the Employer and eligible Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay claims Incurred after the termination date of the Plan.

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

The Plan Administrator may, without notice to or consent of any person, release to or obtain from any insurance company or other organization or person any information regarding coverage, expenses, and benefits which the Plan Administrator, in its sole discretion, considers necessary to determine and apply the provisions and benefits of this Plan. In so acting, the Plan Administrator shall be free from any liability that may arise with regard to such action. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as requested and as may be necessary to implement this provision.

### **Written Notice**

Any written notice required under this Plan which, as of the Effective Date, is in conflict with the law of any governmental body or agency which has jurisdiction over this Plan shall be interpreted to conform to the minimum requirements of such law.

### **Right of Recovery**

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the maximum amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were

made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Participant or his or her Dependents. See the Recovery of Payments provision for full details.

### **Statements**

All statements made by the Company or by a Participant will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Participant.

Any Participant who knowingly and with intent to defraud the Plan, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Participant may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

## DEFINITIONS

The following words and phrases shall have the following meanings when used in the Plan Document. Some of the terms used in this document begin with a capital letter, even though the term normally would not be capitalized. These terms have special meaning under the Plan. Most terms will be listed in this Definitions section, but some terms are defined within the provision the term is used. Becoming familiar with the terms defined in the Definitions section will help to better understand the provisions of this Plan.

**The following definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan, however they may be used to identify ineligible expenses; please refer to the appropriate sections of the Plan Document for that information.**

### **“Accident”**

“Accident” shall mean an event which takes place without one’s foresight or expectation, or a deliberate act that results in unforeseen consequences.

### **“Accidental Bodily Injury” or “Accidental Injury”**

“Accidental Bodily Injury” or “Accidental Injury” shall mean an Injury sustained as the result of an Accident, due to an outside traumatic event, or due to exposure to the elements.

### **“Actively at Work” or “Active Employment”**

An Employee is “Actively at Work” or in “Active Employment” on any day the Employee performs in the customary manner all of the regular duties of employment. An Employee will be deemed Actively at Work on each day of a regular paid vacation or on a regular non-working day, provided the covered Employee was Actively at Work on the last preceding regular work day. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor, as defined by HIPAA, subject to the Plan’s Leave of Absence provisions (including any State-mandated leave). An Employee will not be considered under any circumstances Actively at Work if he or she has effectively terminated employment.

### **“ADA”**

“ADA” shall mean the American Dental Association.

### **“Adverse Benefit Determination”**

“Adverse Benefit Determination” shall mean any of the following:

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

### **Explanation of Benefits (EOB)**

“Explanation of Benefits” shall mean a statement a health plan sends to a Participant which shows charges, payments and any balances owed. It may be sent by mail or e-mail. An Explanation of Benefits may serve as an Adverse Benefit Determination.

**“Affordable Care Act (ACA)”**

The “Affordable Care Act (ACA)” means the health care reform law enacted in March 2010. The law was enacted in two parts: the Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is commonly used to refer to the final, amended version of the law. In this document, the Plan uses the name Affordable Care Act (ACA) to refer to the health care reform law.

**“AHA”**

“AHA” shall mean the American Hospital Association.

**“Allowable Expense(s)”**

“Allowable Expense(s)” shall mean the Maximum Allowable Charge for any Medically Necessary, eligible item of expense, at least a portion of which is covered under this Plan. When some Other Plan pays first in accordance with the Application to Benefit Determinations provision in the Coordination of Benefits section, this Plan’s Allowable Expenses shall in no event exceed the Other Plan’s Allowable Expenses.

When some “Other Plan” provides benefits in the form of services (rather than cash payments), the Plan Administrator shall assess the value of said benefit(s) and determine the reasonable cash value of the service or services rendered, by determining the amount that would be payable in accordance with the terms of the Plan. Benefits payable under any Other Plan include the benefits that would have been payable had the claim been duly made therefore, whether or not it is actually made.

**“Alternate Recipient”**

“Alternate Recipient” shall mean any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant’s eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an eligible Dependent, and an Alternate Recipient shall have the same status as a Participant.

**“AMA”**

“AMA” shall mean the American Medical Association.

**“Ambulatory Surgical Center”**

“Ambulatory Surgical Center” shall mean any permanent public or private State licensed and approved (whenever required by law) establishment that operates exclusively for the purpose of providing Surgical Procedures to patients not requiring hospitalization with an organized medical staff of Physicians, with continuous Physician and nursing care by Registered Nurses (R.N.s). The patient is admitted to and discharged from the facility within the same working day as the facility does not provide service or other accommodations for patients to stay overnight.

**“APA”**

“APA” shall mean the American Psychiatric Association.

**“Approved Clinical Trial”**

“Approved Clinical Trial” means a phase I, II, III or IV trial that is Federally funded by specified Agencies (National Institutes of Health (NIH), Centers for Disease Control and Prevention (CDCP), Agency for Healthcare Research and Quality (AHRQ), Centers for Medicare and Medicaid Services (CMS), Department of Defense (DOD) or Veterans Affairs (VA), or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new drug application reviewed by the Food and Drug Administration (FDA) (if such application is required).

The Affordable Care Act requires that if a “qualified individual” is in an “Approved Clinical Trial,” the Plan cannot deny coverage for related services (“routine patient costs”).

A “qualified individual” is someone who is eligible to participate in an “Approved Clinical Trial” and either the individual’s doctor has concluded that participation is appropriate or the Participant provides medical and scientific information establishing that their participation is appropriate.

“Routine patient costs” include all items and services consistent with the coverage provided in the plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan’s Network area unless Out-of-Network benefits are otherwise provided under the Plan.

**“Brand Name Drug”**

“Brand Name Drug” shall mean drugs produced and marketed exclusively by a particular manufacturer. These names are usually registered as trademarks with the Patent Office and confer upon the registrant certain legal rights with respect to their use.

**“Calendar Year”**

“Calendar Year” shall mean the 12-month period from January 1 through December 31 of each year.

**“Cardiac Care Unit”**

“Cardiac Care Unit” shall mean a separate, clearly designated service area which is maintained within a Hospital and which meets all the following requirements:

1. It is solely for the care and treatment of critically ill patients who require special medical attention because of their critical condition.
2. It provides within such area special nursing care and observation of a continuous and constant nature not available in the regular rooms and wards of the Hospital.
3. It provides a concentration of special lifesaving equipment immediately available at all times for the treatment of patients confined within such area.
4. It contains at least two beds for the accommodation of critically ill patients.
5. It provides at least one professional Registered Nurse, in continuous and constant attendance of the patient confined in such area on a 24 hour a day basis.

**“CDC”**

“CDC” shall mean Centers for Disease Control and Prevention.

**“Certified IDR Entity”**

“Certified IDR Entity” shall mean an entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

**“Child” and/or “Children”**

“Child” and/or “Children” shall mean the Employee’s natural Child, any stepchild, legally adopted Child, or any other Child for whom the Employee has been named legal guardian. For purposes of this definition, a legally adopted Child shall include a Child placed in an Employee’s physical custody in anticipation of adoption. “Child” shall also mean a covered Employee’s Child who is an Alternate Recipient under a Qualified Medical Child Support Order, as required by the Federal Omnibus Budget Reconciliation Act of 1993. A “legal guardian” is a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

**“CHIP”**

“CHIP” refers to the Children’s Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.



**“CHIPRA”**

“CHIPRA” refers to the Children’s Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

**“Chiropractic Care”**

“Chiropractic Care” shall mean the detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

**“Claim Determination Period”**

“Claim Determination Period” shall mean each Calendar Year.

**“Claimant”**

“Claimant” shall mean a Participant of the Plan, or entity acting on his or her behalf, authorized to submit claims to the Plan for processing, and/or appeal an Adverse Benefit Determination.

**“Clean Claim”**

A “Clean Claim” is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity or other coverage criteria, or fees under review for application of the Maximum Allowable Charge, or any other matter that may prevent the charge(s) from being Covered Expenses in accordance with the terms of this document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Participant has failed to submit required forms or additional information to the Plan as well.

**“CMS”**

“CMS” shall mean Centers for Medicare and Medicaid Services.

**“COBRA”**

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**“Coinsurance”**

“Coinsurance” shall mean a cost sharing feature of many plans which requires a Participant to pay out-of-pocket a prescribed portion of the cost of Covered Expenses. The defined Coinsurance that a Participant must pay out-of-pocket is based upon his or her health plan design. Coinsurance is established as a predetermined percentage of the Maximum Allowable Charge for covered services and usually applies after a Deductible is met in a Deductible plan.

**“Copayment” or “Copay”**

“Copayment” or “Copay” shall mean a dollar amount per visit the Participant pays to the Provider for health care expenses. In most plans, the Participant pays this after he or she meets his or her Deductible limit.

**“Cosmetic Surgery”**

“Cosmetic Surgery” shall mean any expenses Incurred in connection with the care and treatment of, or operations which are performed for plastic, reconstructive, or cosmetic purposes or any other service or supply which are primarily used to improve, alter, or enhance appearance of a physical characteristic which is within the broad spectrum of normal but which may be considered displeasing or unattractive, except when required by an Injury.

**“Covered Expense(s)”**

“Covered Expense(s)” shall mean a service or supply provided in accordance with the terms of this document, whose applicable charge amount does not exceed the Maximum Allowable Charge for an eligible Medically Necessary service, treatment or supply, meant to improve a condition or Participant’s health, which is eligible for coverage in accordance with this Plan. When more than one treatment option is available, and one option is no more effective than another, the Covered Expense is the least costly option that is no less effective than any other option.

All treatment is subject to benefit payment maximums shown in the Summary of Benefits and as set forth elsewhere in this document.

**“Custodial Care”**

“Custodial Care” shall mean care or confinement designated principally for the assistance and maintenance of the Participant, in engaging in the activities of daily living, whether or not totally disabled. This care or confinement could be rendered at home or by persons without professional skills or training. This care may relieve symptoms or pain but is not reasonably expected to improve the underlying medical condition. Custodial Care includes, but is not limited to, assistance in eating, dressing, bathing and using the toilet, preparation of special diets, supervision of medication which can normally be self-administered, assistance in walking or getting in and out of bed, and all domestic activities.

**“Deductible”**

“Deductible” shall mean an aggregate amount for certain expenses for covered services that is the responsibility of the Participant to pay for him or herself each Calendar Year before the Plan will begin its payments. However, certain covered benefits may be considered Preventive Care and paid first dollar.

**“Dentist”**

“Dentist” shall mean a properly trained person holding a D.D.S. or D.M.D. degree and practicing within the scope of a license to practice dentistry within their applicable geographic venue.

**“Dependent”**

“Dependent” shall mean one or more of the following person(s):

1. An Employee’s present spouse, thereby possessing a valid marriage license, not annulled or voided in any way.
2. Your Common Law spouse not voided in any way.
3. Your same and opposite sex Domestic Partner not voided in any way.
4. Your same and opposite sex Civil Union Partner under Colorado state law not voided in any way.
5. An Employee’s Child who is less than 26 years of age. **NOTE:** Coverage of a Dependent Child will continue until the end of the calendar month he or she turns 26 years of age.
6. An Employee’s Child, regardless of age, who is mentally or physically incapable of sustaining his or her own living. Written proof of such incapacity and dependency satisfactory to the Plan must be furnished and approved by the Plan within 31 days after the date the Child attains the limiting age as stated in the numbers above. The Plan may require, at reasonable intervals, subsequent proof satisfactory to the Plan during the next two years after such date. After such two-year period, the Plan may require such proof, but not more often than once each year.

**To establish a Dependent relationship, the Plan reserves the right to require documentation satisfactory to the Plan Administrator.**

An Employee's spouse who is an active duty member of any armed force shall not be deemed to be a "Dependent."

An Employee's spouse who is a resident of a country other than the United States shall not be deemed to be a "Dependent."

To establish a Dependent relationship, the Plan reserves the right to require documentation satisfactory to the Plan Administrator.

**NOTE: Tax treatment for certain dependents.** Federal tax law generally does not recognize former spouses, Legally Separated spouses, civil union or domestic partners, or the children of these partners, as dependents under the federal tax code unless the spouse, partner, or child otherwise qualifies as a dependent under the Internal Revenue Code §152. Therefore, the Employer may be required to automatically include the value of the health care coverage provided to any of the aforementioned individuals, who may be covered under this Plan as eligible Dependents, as additional income to the Employee.

**"Diagnosis"**

"Diagnosis" shall mean the act or process of identifying or determining the nature and cause of an Illness or Injury through evaluation of patient history, examination, and review of laboratory data. Diagnosis shall also mean the findings resulting from such act or process.

**"Diagnostic Service"**

"Diagnostic Service" shall mean an examination, test, or procedure performed for specified symptoms to obtain information to aid in the assessment of the nature and severity of a medical condition or the identification of an Illness or Injury. The Diagnostic Service must be ordered by a Physician or other professional Provider.

**"Drug"**

"Drug" shall mean a Food and Drug Administration (FDA) approved Drug or medicine that is listed with approval in the *United States Pharmacopeia*, *National Formulary* or *AMA Drug Evaluations* published by the American Medical Association (AMA), that is prescribed for human consumption, and that is required by law to bear the legend: "Caution—Federal Law prohibits dispensing without prescription," or a State restricted drug (any medicinal substance which may be dispensed only by prescription, according to State law), legally obtained and dispensed by a licensed drug dispenser only, according to a written prescription given by a Physician and/or duly licensed Provider. "Drug" shall also mean insulin for purposes of injection.

**"Durable Medical Equipment"**

"Durable Medical Equipment" shall mean equipment and/or supplies ordered by a health care Provider for everyday or extended use which meets all of the following requirements:

1. Can withstand repeated use.
2. Is primarily and customarily used to serve a medical purpose.
3. Generally is not useful to a person in the absence of an Illness or Injury.
4. Is appropriate for use in the home.

**"Emergency"**

"Emergency" shall mean a situation or medical condition with symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention and treatment would reasonably be expected to result in: (a) serious jeopardy to the health of the individual (or, with respect to a pregnant woman, the woman's unborn child); (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. An Emergency includes, but is not limited to, severe chest pain, poisoning, unconsciousness, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof,

satisfactory to the Plan, per the Plan Administrator's discretion, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist.

**“Emergency Medical Condition”**

“Emergency Medical Condition” shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)). In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious dysfunction of any bodily organ or part.

**“Emergency Services”**

“Emergency Services” shall mean, with respect to an Emergency Medical Condition, the following:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency Medical Condition, Emergency Services shall also include an item or service provided by a Non-Network Provider or Non-Participating Health Care Facility (regardless of the department of the Hospital in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

**“Employee”**

“Employee” shall mean a person who is employed by the Employer on a full-time basis and regularly scheduled to work an average of at least 30 hours per week (i.e. Non-variable Hour Employee) or a Variable Hour Employee who has averaged at least 30 hours per week for a complete Measurement Period and is currently in a Stability Period, as determined by the Plan Sponsor. An Employee will remain eligible throughout the Stability Period regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an employee in accordance with the Patient Protection and Affordable Care Act (as amended).

**The following definitions are associated with the Code Section 4980H (Employer Shared Responsibility) as enacted under the Affordable Care Act:**

**Full-time Employee or Full-time Employment** shall mean, with respect to a calendar month, an Employee who is employed an average of at least 30 hours per week with the Employer.

**Hour of Service** shall mean each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the employer; and each hour for which an Employee is paid, or entitled to payment

by the employer for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

**Measurement Period** shall mean a period of time selected by the Employer during which Variable Hour Employee's and/or Ongoing Employee's Hours of Service are tracked to determine his or her employment status for benefit purposes.

- Initial Measurement Period - for a newly hired Variable Hour Employee, this Measurement Period will start from the date of hire and ends after 12 consecutive months of service.
- Standard Measurement Period - for Ongoing Employees, this Measurement Period will start on January 1 each year and will last for 12 consecutive months.

**New Employee** shall mean an Employee who has not been employed for at least one complete Standard Measurement Period, or who is treated as a New Employee following a period during which the Employee was credited with zero Hours of Service.

**Ongoing Employee** shall mean an Employee who has been employed by the Employer for at least one complete Measurement Period.

**Stability Period** shall mean a period selected by the Employer that immediately follows, and is associated with, a Standard Measurement Period or an Initial Measurement Period, and is used by the Employer as part of the Look-back Measurement Method. The Stability Period is a 12 months period in which the Variable Hour Employee's and/or Ongoing Employee's eligibility status is fixed.

**Variable Hour Employee** shall mean an Employee, based on the facts and circumstances at the Employee's start date, whose reasonable expectation of average hours per week cannot be determined.

**“Employer”**

“Employer” is Montrose County School District RE-1J

**“Essential Health Benefits”**

“Essential Health Benefits” shall mean, under section 1302(b) of the Affordable Care Act, those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription Drugs; rehabilitative and Habilitative Services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

**“Exclusion”**

“Exclusion” shall mean conditions or services that this Plan does not cover.

**“Experimental” and/or “Investigational”**

“Experimental” and/or “Investigational” (“Experimental”) shall mean services or treatments that are not widely used or accepted by most practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments and that are not the subject of, or in some manner related to, the conduct of an Approved Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which meet either of the following requirements:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered.
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA's Council on Medical Specialty Societies.

A drug, device, or medical treatment or procedure is Experimental if one of the following requirements is met:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials or under study to determine all of the following:
  - a. Maximum tolerated dose.
  - b. Toxicity.
  - c. Safety.
  - d. Efficacy.
  - e. Efficacy as compared with the standard means of treatment or Diagnosis.
3. If reliable evidence shows that the consensus among experts regarding the drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine all of the following:
  - a. Maximum tolerated dose.
  - b. Toxicity.
  - c. Safety.
  - d. Efficacy.
  - e. Efficacy as compared with the standard means of treatment or Diagnosis.

Reliable evidence shall mean one or more of the following:

1. Only published reports and articles in the authoritative medical and scientific literature.
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure.
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

The Plan Administrator retains maximum legal authority and discretion to determine what is Experimental.

**“Family Unit”**

“Family Unit” shall mean the Employee and his or her Dependents covered under the Plan.

**“FDA”**

“FDA” shall mean Food and Drug Administration.

**“Final Internal Adverse Benefit Determination”**

“Final Internal Adverse Benefit Determination” shall mean an Adverse Benefit Determination that has been upheld by the Plan at the conclusion of the internal claims and appeals process, or an Adverse Benefit Determination with respect to which the internal claims and appeals process has been deemed exhausted.

**“FMLA”**

“FMLA” shall mean the Family and Medical Leave Act of 1993, as amended.

**“FMLA Leave”**

“FMLA Leave” shall mean an unpaid, job protected Leave of Absence for certain specified family and medical reasons, which the Company is required to extend to an eligible Employee under the provisions of the FMLA.

**“Generic drug”**

“Generic drug” shall mean a prescription drug which has the equivalency of the Brand Name Drug with the same use and metabolic disintegration. This plan will consider as a Generic Drug any Food and Drug Administration approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

**“GINA”**

“GINA” shall mean the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

**“Habilitation/Habilitative Services”**

“Habilitation/Habilitative Services” shall mean health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

**“Health Savings Account (HSA)”**

“Health Savings Account (HSA)” shall mean an account created in connection with a High Deductible Health Plan. The money placed in this account can be used to pay for covered health care costs or saved for future health care costs. The account accrues interest.

**“HIPAA”**

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

**“Home Health Care”**

“Home Health Care” shall mean the continual care and treatment of an individual if all of the requirements are met:

1. The institutionalization of the individual would otherwise have been required if Home Health Care was not provided.
2. The treatment plan covering the Home Health Care service is established and approved in writing by the attending Physician.
3. The Home Health Care is the result of an Illness or Injury.

**“Home Health Care Agency”**

“Home Health Care Agency” shall mean an agency or organization which provides a program of Home Health Care and which meets one of the following requirements:

1. Is a Federally certified Home Health Care Agency and approved as such under Medicare.
2. Meets the established standards and is operated pursuant to applicable laws in the jurisdiction in which it is located and, is licensed and approved by the regulatory authority having the responsibility for licensing, where licensing is required.
3. Meets all of the following requirements.
  - a. It is an agency which holds itself forth to the public as having the primary purpose of providing a Home Health Care delivery system bringing supportive services to the home.
  - b. It has a full-time administrator.
  - c. It maintains written records of services provided to the patient.
  - d. Its staff includes at least one Registered Nurse (R.N.) or it has nursing care by a Registered Nurse (R.N.) available.
  - e. Its employees are bonded and it provides malpractice insurance.

**“Hospital”**

“Hospital” shall mean an Institution, accredited by the Joint Commission on Accreditation of Hospitals (sponsored by the AMA and the AHA), under the supervision of a staff of Physicians that maintains diagnostic and therapeutic facilities on premises, for the provision of medical (including Surgical facilities for all Institutions other than those specializing in the care and treatment of mentally ill patients, provided such Institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA), diagnosis, treatment, and care to Injured or sick persons, on an Inpatient basis, with 24 hour a day nursing service by Registered Nurses.

To be deemed a “Hospital,” the facility must be duly licensed if it is not a State tax supported Institution, and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution; or an Institution which is supported in whole or in part by a Federal government fund.

Institutions and/or facilities not deemed to be a “Hospital” in accordance with Medicare, shall not be deemed to be Hospitals for this Plan’s purposes.

“Hospital” shall also have the same meaning, where appropriate in context, set forth in the definition of “Ambulatory Surgical Center”.

**“HRSA”**

“HRSA” shall mean Health Resources and Services Administration.

**“Illness”**

“Illness” shall mean any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any workers’ compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as an Illness.

**“Impregnation and Infertility Treatment”**

“Impregnation and Infertility Treatment” shall mean any services, supplies or Drugs related to the Diagnosis or treatment of infertility.

**“Incurred”**

A Covered Expense is “Incurred” on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, Covered Expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

**“Independent Freestanding Emergency Department”**

“Independent Freestanding Emergency Department” means a health care facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services.

**“Injury”**

“Injury” shall mean an Accidental Bodily Injury, which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit.



**“Inpatient”**

“Inpatient” shall mean a Participant who receives care as a registered and assigned bed patient while confined in a Hospital, other than in its outpatient department, where a room and board is charged by the Hospital.

**“Institution”**

“Institution” shall mean a facility created and/or maintained for the purpose of practicing medicine and providing organized health care and treatment to individuals, operating within the scope of its license, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, community mental health center, Residential Treatment Facility, psychiatric treatment facility, Substance Use Disorder Treatment Center, alternative birthing center, or any other such facility that the Plan approves.

**“Intensive Care Unit”**

“Intensive Care Unit” shall have the same meaning set forth in the definition of “Cardiac Care Unit”.

**“Intensive Outpatient Services”**

“Intensive Outpatient Services” shall mean programs that have the capacity for planned, structured, service provision of at least two hours per day and three days per week. The range of services offered could include group, individual, family or multi-family group psychotherapy, psychoeducational services, and medical monitoring. These services would include multiple or extended treatment/rehabilitation/counseling visits or professional supervision and support. Program models include structured “crisis intervention programs,” “psychiatric or psychosocial rehabilitation,” and some “day treatment”.

**“Leave of Absence”**

“Leave of Absence” shall mean a period of time during which the Employee must be away from his or her primary job with the Employer, while maintaining the status of Employee during said time away from work, generally requested by an Employee and having been approved by his or her Participating Employer, and as provided for in the Participating Employer’s rules, policies, procedures and practices where applicable.

**“Legal Separation” or “Legally Separated”**

“Legal Separation” and/or “Legally Separated” shall mean an arrangement under the applicable state laws to remain married but maintain separate lives, pursuant to a valid court order.

**“Mastectomy”**

“Mastectomy” shall mean the Surgery to remove all or part of breast tissue as a way to treat or prevent breast cancer.

**“Maximum Allowable Charge”**

The “Maximum Allowable Charge” shall mean the amount payable for a specific covered item under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists.

If no negotiated rate exists, the Maximum Allowable Charge will be an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable. If neither of these factors is applicable, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by Providers in the area for similar services, or average wholesale price (AWP) or manufacturer’s retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator’s discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

**“Medical Child Support Order”**

“Medical Child Support Order” shall mean any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that meets one of the following requirements:

1. Provides for child support with respect to a Participant's Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law).
2. Is made pursuant to a law relating to medical child support described in §1908 of the Social Security Act (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

**“Medical Record Review”**

“Medical Record Review” is the process by which the Plan, based upon a Medical Record Review and audit, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the Maximum Allowable Charge according to the Medical Record Review and audit results.

**“Medically Necessary”**

“Medically Necessary”, “Medical Necessity” and similar language refers to health care services ordered by a Physician exercising prudent clinical judgment provided to a Participant for the purposes of evaluation, Diagnosis or treatment of that Participant's Illness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the Diagnosis or treatment of the Participant's Illness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the Diagnosis or treatment of the Participant's Illness or Injury without adversely affecting the Participant's medical condition. The service must meet all of the following requirements:

1. Its purpose must be to restore health.
2. It must not be primarily custodial in nature.
3. It is ordered by a Physician for the Diagnosis or treatment of an Illness or Injury.
4. The Plan reserves the right to incorporate CMS guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician does not necessarily mean that it is “Medically Necessary.” In addition, the fact that certain services are specifically excluded from coverage under this Plan because they are not “Medically Necessary” does not mean that all other services are “Medically Necessary”.

To be Medically Necessary, all of the above criteria must be met. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary based on recommendations of the Plan Administrator's own medical advisors, the findings of the American Medical Association or similar organization, or any other sources that the Plan Administrator deems appropriate.

**“Medicare”**

“Medicare” shall mean the Federal program by which health care is provided to individuals who are 65 or older, certain younger individuals with disabilities, and individuals with End-Stage Renal Disease,

administered in accordance with parameters set forth by the Centers for Medicare and Medicaid Services (CMS) and Title XVIII of the Social Security Act of 1965, as amended, by whose terms it was established.

**“Mental Health Parity Act of 1996 (MHPA) and Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)”**

“The Mental Health Parity Provisions” shall mean in the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or Substance Use Disorder benefits, such plan or coverage shall ensure that all of the following requirements are met:

1. The financial requirements applicable to such mental health or Substance Use Disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage).
2. There are no separate cost sharing requirements that are applicable only with respect to mental health or Substance Use Disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan).
3. The treatment limitations applicable to such mental health or Substance Use Disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage).
4. There are no separate treatment limitations that are applicable only with respect to mental health or Substance Use Disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan).

**“Mental, Behavioral, or Neurodevelopmental Disorder”**

“Mental Disorder, Behavioral Disorder or Neurodevelopmental Disorder” shall mean any Illness or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources. The fact that a disorder is listed in any of these sources does not mean that treatment of the disorder is covered by the Plan.

**“National Medical Support Notice” or “NMSN”**

“National Medical Support Notice” or “NMSN” shall mean a notice that contains all of the following information:

1. The name of an issuing State child support enforcement agency.
2. The name and mailing address (if any) of the Employee who is a Participant under the Plan or eligible for enrollment.
3. The name and mailing address of each of the Alternate Recipients (i.e., the Child or Children of the Participant) or the name and address of a State or local official may be substituted for the mailing address of the Alternate Recipients(s).
4. Identity of an underlying child support order.

**“Network” or “In-Network”**

“Network” or “In-Network” shall mean the facilities, providers and suppliers who have by contract via a medical Provider Network agreed to allow the Plan access to discounted fees for service(s) provided to Participants, and by whose terms the Network’s Providers have agreed to accept Assignment of Benefits and the discounted fees thereby paid to them by the Plan as payment in full for Covered Expenses. The applicable Provider Network will be identified on the Participant’s identification card.

**“No-Fault Auto Insurance”**

“No-Fault Auto Insurance” is the basic reparations provision of a law or automobile insurance policy providing for payments without determining fault in connection with automobile Accidents.

**“Non-Network” or “Out-of-Network”**

“Non-Network” or “Out-of-Network” shall mean the facilities, Providers and suppliers that do not have an agreement with a designated Network to provide care to Participants.

**“Nurse”**

“Nurse” shall mean an individual who has received specialized nursing training and is authorized to use the designation Registered Nurse (R.N.), Licensed Vocational Nurse (L.V.N.) or Licensed Practical Nurse (L.P.N.), and who is duly licensed by the State or regulatory agency responsible for such license in the State in which the individual performs the nursing services.

**“Open Enrollment Period”**

“Open Enrollment Period” shall mean the time frame specified by the Plan Administrator.

**“Other Plan”**

“Other Plan” shall include, but is not limited to:

1. Any primary payer besides the Plan.
2. Any other group health plan.
3. Any other coverage or policy covering the Participant.
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state.
5. Any policy of insurance from any insurance company or guarantor of a responsible party.
6. Any policy of insurance from any insurance company or guarantor of a third party.
7. Workers’ compensation or other liability insurance company.
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

**“Outpatient”**

“Outpatient” shall mean treatment including services, supplies, and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician’s office, laboratory, or x-ray facility, an Ambulatory Surgical Center, or the patient’s home.

**“Partial Hospitalization”**

“Partial Hospitalization” shall mean medically directed intensive, or intermediate short-term mental health and substance use disorder treatment, for a period of less than twenty-four (24) hours but more than four (4) hours in a day in a licensed or certified facility or program.

**“Participant”**

“Participant” shall mean any Employee, Dependent who is eligible for benefits (and enrolled) under the Plan.

**“Participating Health Care Facility”**

“Participating Health Care Facility” shall mean a Hospital or Hospital Outpatient department, critical access Hospital, Ambulatory Surgical Center, or other Provider as required by law, which has a direct or indirect contractual relationship with the Plan with respect to the furnishing of a healthcare item or service. A single direct contract or case agreement between a health care facility and a plan constitutes a contractual relationship for purposes of this definition with respect to the parties to the agreement and particular individual(s) involved.

**“Patient Protection and Affordable Care Act (PPACA)”**

The “Patient Protection and Affordable Care Act (PPACA)” means the health care reform law enacted in March 2010, Public Law 111-148; PPACA, together with the Health Care and Education Reconciliation Act, is commonly referred to as Affordable Care Act (ACA). (See “Affordable Care Act”).

**“Physician”**

“Physician” shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Psychologist (Ph.D.), Audiologist, Certified Nurse Anesthetist, Licensed Professional Counselor, Licensed Professional Physical Therapist, Master of Social Work (M.S.W.), Occupational Therapist, Physiotherapist, Speech Language Pathologist, psychiatrist, midwife, and any other practitioner of the healing arts who is licensed and regulated by a State or Federal agency, acting within the scope of that license.

**“Plan Year”**

“Plan Year” shall mean a period commencing on the Effective Date or any anniversary of the adoption of this Plan and continuing until the next succeeding anniversary.

**“Pre-Admission Tests”**

“Pre-Admission Tests” shall mean those medical tests and Diagnostic Services completed prior to a scheduled procedure, including Surgery, or scheduled admissions to the Hospital or Inpatient health care facility provided that all of the following requirements are met:

1. The Participant obtains a written order from the Physician.
2. The tests are approved by both the Hospital and the Physician.
3. The tests are performed on an Outpatient basis prior to Hospital admission.
4. The tests are performed at the Hospital into which confinement is scheduled, or at a qualified facility designated by the Physician who will perform the procedure or Surgery.

**“Pregnancy”**

“Pregnancy” shall mean a physical state whereby a woman presently bears a child or children in the womb, prior to but likely to result in childbirth, miscarriage and/or non-elective abortion. Pregnancy is considered an Illness for the purpose of determining benefits under this Plan.

**“Preventive Care”**

“Preventive Care” shall mean certain Preventive Care services.

To comply with the ACA, and in accordance with the recommendations and guidelines, plans shall provide In-Network coverage for all of the following:

1. Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations.
2. Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention.
3. Comprehensive guidelines for infants, children, and adolescents supported by the Health Resources and Services Administration (HRSA).
4. Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines may be found at the following websites:

[https://www.healthcare.gov/coverage/preventive-care-benefits/;](https://www.healthcare.gov/coverage/preventive-care-benefits/)

<https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations;>

[https://www.cdc.gov/vaccines/hcp/acip-recs/index.html;](https://www.cdc.gov/vaccines/hcp/acip-recs/index.html)

[https://www.hrsa.gov/womensguidelines/.](https://www.hrsa.gov/womensguidelines/)

For more information, Participants may contact the Plan Administrator / Employer.

**“Prior Plan”**

“Prior Plan” shall mean the coverage provided on a group or group type basis by the group insurance policy, benefit plan or service plan that was terminated on the day before the Effective Date of the Plan and replaced by the Plan.

**“Prior to Effective Date” or “After Termination Date”**

“Prior to Effective Date” or “After Termination Date” are dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan (unless continuation of benefits applies).

**“Privacy Standards”**

“Privacy Standards” shall mean the applicable standards for the privacy of individually identifiable health information, pursuant to HIPAA.

**“Provider”**

“Provider” shall mean an entity whose primary responsibility is related to the supply of medical care. Each Provider must be licensed, registered, or certified by the appropriate State agency where the medical care is performed, as required by that State’s law where applicable. Where there is no applicable State agency, licensure, or regulation, the Provider must be registered or certified by the appropriate professional body. The Plan Administrator may determine that an entity is not a “Provider” as defined herein if that entity is not deemed to be a “Provider” by the Centers for Medicare and Medicaid Services (CMS) for purposes arising from payment and/or enrollment with Medicare; however, the Plan Administrator is not so bound by CMS’ determination of an entity’s status as a Provider. All facilities must meet the standards as set forth within the applicable definitions of the Plan as it relates to the relevant provider type.

**“Psychiatric Hospital”**

“Psychiatric Hospital” shall mean an Institution, appropriately licensed as a Psychiatric Hospital, established for the primary purpose of providing diagnostic and therapeutic psychiatric services for the treatment of mentally ill persons either by, or under the supervision of, a Physician. As such, to be deemed a “Psychiatric Hospital”, the Institution must ensure every patient is under the care of a Physician and their staffing pattern must ensure the availability of a Registered Nurse 24 hours each day. Should the Institution fail to maintain clinical medical records on all patients permitting the determination of the degree and intensity of treatment to be provided, that Institution will not be deemed to be a “Psychiatric Hospital”.

To be deemed a “Psychiatric Hospital,” the Institution must be duly licensed and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution.

**“Qualified Medical Child Support Order” or “QMCSO”**

“Qualified Medical Child Support Order” or “QMCSO” shall mean a Medical Child Support Order, in accordance with applicable law, and which creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or eligible Dependent is entitled under this Plan.

**“Qualifying Payment Amount”**

“Qualifying Payment Amount” means the median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan’s Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a state all-payer claims database or, if unavailable, any eligible third-party database in accordance with applicable law.

**“Recognized Amount”**

“Recognized Amount” shall mean, except for Non-Network air ambulance services, an amount determined under an applicable all-payer model agreement, or if unavailable, an amount determined by applicable state law. If no such amounts are available or applicable and for Non-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider’s billed charge or the Qualifying Payment Amount.

**“Rehabilitation”**

“Rehabilitation” shall mean treatment(s) designed to facilitate the process of recovery from Injury or Illness to as normal a condition as possible.

**“Rehabilitation Hospital”**

“Rehabilitation Hospital” shall mean an appropriately licensed Institution, which is established in accordance with all relevant Federal, State and other applicable laws, to provide therapeutic and restorative services to individuals seeking to maintain, reestablish, or improve motor-skills and other functioning deemed Medically Necessary for daily living, that have been lost or impaired due to Illness and/or Injury. To be deemed a “Rehabilitation Hospital”, the Institution must be legally constituted, operated, and accredited for its stated purpose by either the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation for Rehabilitation Facilities, as well as approved for its stated purpose by the Centers for Medicare and Medicaid Services (CMS) for Medicare purposes.

To be deemed a “Rehabilitation Hospital”, the Institution must be duly licensed and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution.

**“Residential Care Facility”**

“Residential Care Facility” shall mean a facility or group home usually with 20 or fewer residents. Residents receive personal care, meals and have staff available around the clock. Nursing, mental health, substance use disorder, and medical care are not provided on site.

**“Residential Treatment Facility”**

“Residential Treatment Facility” shall mean a facility licensed or certified as such by the jurisdiction in which it is located to operate a program for the treatment and care of Participants diagnosed with alcohol, drug or substance use disorders or mental illness.

**“Room and Board”**

“Room and Board” shall mean a Hospital’s charge for any of the following:

1. Room and complete linen service.
2. Dietary service including all meals, special diets, therapeutic diets, required nourishment’s, dietary supplements and dietary consultation.
3. All general nursing services including but not limited to coordinating the delivery of care, supervising the performance of other staff members who have delegated member care and member education.
4. Other conditions of occupancy which are Medically Necessary.

**“Security Standards”**

“Security Standards” shall mean the final rule implementing HIPAA’s Security Standards for the Protection of Electronic Protected Health Information (PHI), as amended.

**“Service Waiting Period”**

“Service Waiting Period” shall mean an interval of time that must pass before an Employee or Dependent is eligible to enroll under the terms of the Plan. The Employee must be a continuously Active Employee of the Employer during this interval of time.

**“Skilled Nursing Facility”**

“Skilled Nursing Facility” shall mean a facility that fully meets all of the following requirements:

1. It is licensed to provide professional nursing services on an Inpatient basis to persons convalescing from Injury or Illness. The service must be rendered by a Registered Nurse (R.N.) or by a Licensed Practical Nurse (L.P.N.) under the direction of a Registered Nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time Registered Nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mentally disabled, Custodial Care, educational care or care of Mental or Nervous Disorders.
7. It is approved and licensed by Medicare.

**“Specialty Drug(s)”**

“Specialty Drug(s)” shall mean high-cost prescription medications used to treat complex, chronic conditions including, but not limited to cancer, rheumatoid arthritis and multiple sclerosis. Specialty Drugs often require special handling (like refrigeration during shipping) and administration (such as injection or infusion). Please contact the Prescription Drug Plan Administrator to determine specific drug coverage.

**“Substance Use Disorder”**

“Substance Use Disorder” shall mean any disease or condition that is classified as a Substance Use Disorder as listed in the current edition of the International Classification of Diseases, published by the U.S. Department of Health and Human Services, as listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, or other relevant State guideline or applicable sources.

The fact that a disorder is listed in any of the above publications does not mean that treatment of the disorder is covered by the Plan.

**“Substance Use Disorder Treatment Center”**

“Substance Use Disorder Treatment Center” shall mean an Institution whose facility is licensed, certified or approved as a Substance Use Disorder Treatment Center by a Federal, State, or other agency having legal authority to so license; which is affiliated with a Hospital and whose primary purpose is providing diagnostic and therapeutic services for treatment of Substance Use Disorder. To be deemed a “Substance Use Disorder Treatment Center,” the Institution must have a contractual agreement with the affiliated Hospital by which a system for patient referral is established, and implement treatment by means of a written treatment plan approved and monitored by a Physician. Where applicable, the “Substance Use Disorder Treatment Center” must also be appropriately accredited by the Joint Commission on Accreditation of Hospitals.

**“Surgery”**

“Surgery” shall in the Plan Administrator’s discretion mean the treatment of Injuries or disorders of the body by incision or manipulation, especially with instruments designed specifically for that purpose, and the performance of generally accepted operative and cutting procedures, performed within the scope of the Provider’s license.

**“Surgical Procedure”**

“Surgical Procedure” shall have the same meaning set forth in the definition of “Surgery.”

**“Third Party Administrator”**

“Third Party Administrator” shall mean the claims administrator which provides customer service and claims payment services only and does not assume any financial risk or obligation with respect to those claims. The Third Party Administrator is not an insurer of health benefits under this Plan, is not a fiduciary of the Plan, and does not exercise any of the discretionary authority and responsibility granted to the Plan



Administrator. The Third Party Administrator is not responsible for Plan financing and does not guarantee the availability of benefits under this Plan.

**“Uniformed Services”**

“Uniformed Services” shall mean the Armed Forces, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or Emergency.

**“USERRA”**

“USERRA” shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

**“Utilization Review Manager”**

“Utilization Review Manager” shall mean a team of medical care professionals selected to conduct pre-certification review, emergency admission review, continued stay review, discharge planning, patient consultation, and case management. For more information, see the Utilization Management section of this document.

## **PLAN ADMINISTRATION**

The Plan Administrator has been granted the authority to administer the Plan. The Plan Administrator has retained the services of the Third Party Administrator to provide certain claims processing and other technical services. The claims processing and other technical services delegated to the Third Party Administrator notwithstanding, the Plan Administrator reserves the unilateral right and power to administer and to interpret, construe and construct the terms and provisions of the Plan, including without limitation, correcting any error or defect, supplying any omission, reconciling any inconsistency and making factual determinations.

### **Plan Administrator**

The Plan is administered by the Plan Administrator in accordance with these provisions. An individual, committee, or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the appointed Plan Administrator or a committee member resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator may delegate to one or more individuals or entities part or all of its discretionary authority under the Plan, provided that any such delegation must be made in writing.

The Plan shall be administered by the Plan Administrator, in accordance with its terms. Policies, interpretations, practices, and procedures are established and maintained by the Plan Administrator. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make all interpretive and factual determinations as to whether any individual is eligible and entitled to receive any benefit under the terms of this Plan, to decide disputes which may arise with respect to a Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties. Benefits will be paid under this Plan only if the Plan Administrator, in its discretion, determines that the Participant is entitled to them.

If due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by prior interpretations or other evidence of intent, or as determined by the Plan Administrator in its sole and exclusive judgment, the provision shall be considered ambiguous and shall be interpreted by the Plan Administrator in a fashion consistent with its intent, as determined by the Plan Administrator. The Plan may be amended retroactively to cure any such ambiguity, notwithstanding anything in the Plan to the contrary.

The foregoing provisions of this Plan may not be invoked by any person to require the Plan to be interpreted in a manner which is inconsistent with its interpretations by the Plan Administrator. All actions taken and all determinations by the Plan Administrator shall be final and binding upon all persons claiming any interest under the Plan subject only to the claims appeal procedures of the Plan.

### **Duties of the Plan Administrator**

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms.
2. To determine all questions of eligibility, status and coverage under the Plan.
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms.
4. To make factual findings.
5. To decide disputes which may arise relative to a Participant's rights and/or availability of benefits.
6. To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials.

7. To keep and maintain the Plan documents and all other records pertaining to the Plan.
8. To appoint and supervise a Third Party Administrator to pay claims.
9. To establish and communicate procedures to determine whether a Medical Child Support Order is a QMCSO.
10. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.
11. To perform each and every function necessary for or related to the Plan's administration.

### **Amending and Terminating the Plan**

This Plan was established for the exclusive benefit of the Employees with the intention it will continue indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the trust agreement (if any). All amendments to this Plan shall become effective as of a date established by the Plan Sponsor.

Any amendment to the Plan that is not made effective at the beginning of a normal Plan Year by integration into a full Plan Document restatement, including suspension and/or termination, shall follow the amendment procedure outlined in this section. The amendment procedure is accomplished by a separate, written amendment decided upon and/or enacted by resolution of the Plan Sponsor's directors or officers (in compliance with its articles of incorporation or bylaws and if these provisions are deemed applicable), or by the sole proprietor in his or her own discretion if the Plan Sponsor is a sole proprietorship, but always in accordance with applicable Federal and State law.

If the Plan is terminated, the rights of the Participants are limited to expenses Incurred before termination. In connection with the termination, the Plan Sponsor may establish a deadline by which all claims must be submitted for consideration. Benefits will be paid only for Covered Expenses Incurred prior to the termination date and submitted in accordance with the rules established by the Plan Sponsor. Upon termination, any Plan assets will be used to pay outstanding claims and all expenses of Plan termination. As it relates to distribution of assets upon termination of the Plan, any contributions paid by Participants will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not inure to the benefit of the Employer.

## HIPAA PRIVACY

### **Commitment to Protecting Health Information**

The Plan will comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the "Privacy Rule") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Such standards control the dissemination of "protected health information" ("PHI") of Participants. Privacy Standards will be implemented and enforced in the offices of the Employer and Plan Sponsor and any other entity that may assist in the operation of the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of the Participant's PHI, and inform him/her about:

1. The Plan's disclosures and uses of PHI.
2. The Participant's privacy rights with respect to his or her PHI.
3. The Plan's duties with respect to his or her PHI.
4. The Participant's right to file a complaint with the Plan and with the Secretary of HHS.
5. The person or office to contact for further information about the Plan's privacy practices.

**The Plan provides each Participant with a separate Notice of Privacy Practices. This Notice describes how the Plan uses and discloses a Participant's personal health information. It also describes certain rights the Participant has regarding this information. Additional copies of the Plan's Notice of Privacy Practices are available by calling.**

Within this provision capitalized terms may be used, but not otherwise defined. These terms shall have the same meaning as those terms set forth in 45 CFR Sections 160.103 and 164.501. Any HIPAA regulation modifications altering a defined HIPAA term or regulatory citation shall be deemed incorporated into this provision.

### **Definitions**

- **Breach** means an unauthorized acquisition, access, use or disclosure of Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") that violates the HIPAA Privacy Rule and that compromises the security or privacy of the information.
- **Protected Health Information ("PHI")** means individually identifiable health information, as defined by HIPAA, that is created or received by the Plan and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

### **How Health Information May Be Used and Disclosed**

In general, the Privacy Rules permit the Plan to use and disclose, the minimum necessary amount, an individual's PHI, without obtaining authorization, only if the use or disclosure is for any of the following:

1. To carry out payment of benefits.
2. If the use or disclosure falls within one of the limited circumstances described in the rules (e.g., the disclosure is required by law or for public health activities).

## **Primary Uses and Disclosures of PHI**

1. Treatment, Payment and Health Care Operations: The Plan has the right to use and disclose a Participant's PHI for all activities as included within the definitions of Treatment, Payment, and Health Care Operations and pursuant to the HIPAA Privacy Rule.
2. Business Associates: The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Participant's information.
3. Other Covered Entities: The Plan may disclose PHI to assist health care Providers in connection with their treatment or payment activities or to assist other covered entities in connection with payment activities and certain health care operations. For example, the Plan may disclose PHI to a health care Provider when needed by the Provider to render treatment to a Participant, and the Plan may disclose PHI to another covered entity to conduct health care operations. The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Participant has coverage through another carrier.

## **Disclosure of PHI to the Plan Sponsor for Plan Administration Purposes**

In order that the Plan Sponsor may receive and use PHI for plan administration purposes, the Plan Sponsor agrees to:

1. Not use or further disclose PHI other than as permitted or required by the plan documents or as required by law (as defined in the Privacy Standards).
2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI.
3. Maintain the confidentiality of all PHI, unless an individual gives specific consent or authorization to disclose such data or unless the data is used for health care payment or Plan operations.
4. Receive PHI, in the absence of an individual's express authorization, only to carry out Plan administration functions.
5. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware.
6. Make available PHI in accordance with section 164.524 of the Privacy Standards (45 CFR 164.524).
7. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the Privacy Standards (45 CFR 164.526).
8. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or Employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with part 164, subpart E, of the Privacy Standards (45 CFR 164.500 et seq).
9. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

## **Required Disclosures of PHI**

1. Disclosures to Participants: The Plan is required to disclose to a Participant most of the PHI in a Designated Record Set when the Participant requests access to this information. The Plan will disclose a Participant's PHI to an individual who has been assigned as his or her representative and who has qualified for such designation in accordance with the relevant State law. Before disclosure to an individual qualified as a personal representative, the Plan must be given written supporting documentation establishing the basis of the personal representation.

The Plan may elect not to treat the person as the Participant's personal representative if it has a reasonable belief that the Participant has been, or may be, subjected to domestic violence, abuse, or neglect by such person, it is not in the Participant's best interest to treat the person as his or her personal representative, or treating such person as his or her personal representative could endanger the Participant.

2. Disclosures to the Secretary of the U.S. Department of Health and Human Services: The Plan is required to disclose the Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

### **Participant's Rights**

The Participant has the following rights regarding PHI about him/her:

1. Request Restrictions: The Participant has the right to request additional restrictions on the use or disclosure of PHI for treatment, payment, or health care operations. The Participant may request that the Plan restrict disclosures to family members, relatives, friends or other persons identified by him/her who are involved in his or her care or payment for his or her care. The Plan is not required to agree to these requested restrictions.
2. Right to Receive Confidential Communication: The Participant has the right to request that he or she receive communications regarding PHI in a certain manner or at a certain location. The request must be made in writing and include how the Participant would like to be contacted. The Plan will accommodate all reasonable requests.
3. Right to Receive Notice of Privacy Practices: The Participant is entitled to receive a paper copy of the plan's Notice of Privacy Practices at any time. To obtain a paper copy, contact the Privacy Officer.
4. Accounting of Disclosures: The Participant has the right to request an accounting of disclosures the Plan has made of his or her PHI. The request must be made in writing and does not apply to disclosures for treatment, payment, health care operations, and certain other purposes. The Participant is entitled to such an accounting for the six years prior to his or her request. Except as provided below, for each disclosure, the accounting will include: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a description of the PHI disclosed, (d) a statement of the purpose of the disclosure that reasonably informs the Participant of the basis of the disclosure, and certain other information. If the Participant wishes to make a request, please contact the Privacy Officer.
5. Access: The Participant has the right to request the opportunity to look at or get copies of PHI maintained by the Plan about him/her in certain records maintained by the Plan. If the Participant requests copies, he or she may be charged a fee to cover the costs of copying, mailing, and other supplies. If a Participant wants to inspect or copy PHI, or to have a copy of his or her PHI transmitted directly to another designated person, he or she should contact the Privacy Officer. A request to transmit PHI directly to another designated person must be in writing, signed by the Participant and the recipient must be clearly identified. The Plan must respond to the Participant's request within 30 days (in some cases, the Plan can request a 30-day extension). In very limited circumstances, the Plan may deny the Participant's request. If the Plan denies the request, the Participant may be entitled to a review of that denial.
6. Amendment: The Participant has the right to request that the Plan change or amend his or her PHI. The Plan reserves the right to require this request be in writing. Submit the request to the Privacy Officer. The Plan may deny the Participant's request in certain cases, including if it is not in writing or if he or she does not provide a reason for the request.
7. Other uses and disclosures not described in this section can only be made with authorization from the Participant. The Participant may revoke this authorization at any time.

### **Questions or Complaints**

If the Participant wants more information about the Plan's privacy practices, has questions or concerns, or believes that the Plan may have violated his or her privacy rights, please contact the Plan using the following

information. The Participant may submit a written complaint to the U.S. Department of Health and Human Services or with the Plan. The Plan will provide the Participant with the address to file his or her complaint with the U.S. Department of Health and Human Services upon request.

The Plan will not retaliate against the Participant for filing a complaint with the Plan or the U.S. Department of Health and Human Services.

## HIPAA SECURITY

### Disclosure of Electronic Protected Health Information (“Electronic PHI”) to the Plan Sponsor for Plan Administration Functions

#### STANDARDS FOR SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (“SECURITY RULE”)

The Health Insurance Portability and Accountability Act (HIPAA) and other applicable law shall override the following wherever there is a conflict, or a term or terms is/are not hereby defined.

The Security Rule imposes regulations for maintaining the integrity, confidentiality and availability of protected health information that it creates, receives, maintains, or maintains electronically that is kept in electronic format (ePHI) as required under HIPAA.

#### Definitions

- **Electronic Protected Health Information (ePHI)**, as defined in Section 160.103 of the Security Standards (45 C.F.R. 160.103) and means individually identifiable health information transmitted or maintained in any electronic media.
- **Security Incidents**, as defined within Section 164.304 of the Security Standards (45 C.F.R. 164.304) and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operation in an information system.

#### Plan Sponsor Obligations

To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR §164.504(a)), the Plan Sponsor agrees to:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan.
2. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures.
3. Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained, or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Electronic PHI and report to the Plan any security incident of which it becomes aware.
4. Report to the Plan any security incident of which it becomes aware.
5. Establish safeguards for information, including security systems for data processing and storage.
6. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards.
7. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
  - a. The following Employees, or classes of Employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
    - i. Privacy Officer.
    - ii. Director of Employee Benefits.
    - iii. Employee Benefits Department employees.
    - iv. Information Technology Department.



- b. The access to and use of PHI by the individuals identified above shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.

#### **Disclosure of Summary Health Information to the Plan Sponsor**

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Participant. The Plan may use or disclose "summary health information" to the Plan Sponsor for obtaining premium bids or modifying, amending, or terminating the group health plan. "Summary health information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

#### **Disclosure of Certain Enrollment Information to the Plan Sponsor**

Pursuant to section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has un-enrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

#### **Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage**

The Plan Sponsor may hereby authorize and direct the Plan, through the Plan Administrator or the Third Party Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters ("MGUs") for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards.

#### **Resolution of Noncompliance**

In the event that any authorized individual of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the Privacy Officer. The Privacy Officer shall take appropriate action, including:

1. Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach.
2. Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment.
3. Mitigating any harm caused by the breach, to the extent practicable.
4. Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
5. Training Employees in privacy protection requirements and appoint a Privacy Officer responsible for such protections.
6. Disclosing the Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.