



# **CATTARAUGUS COUNTY HEALTH INSURANCE PLAN**

Adoption Date: January 1, 2011

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## INTRODUCTION

This booklet is the Plan Document for the Cattaraugus County Health Insurance Plan and is also intended to operate as your Summary Plan Description. We invite you to carefully review these Plan provisions. This booklet explains the benefits available to you and your family through the Plan. This comprehensive Plan helps to provide financial security for you and your family when you are faced with large health care expenses. We hope this booklet will serve not only as a guide but also as evidence of our concern for the welfare of you and your family.

Covered Services under the Plan will be subject to any Coinsurance, Copayments, maximums and deductible amounts, as applicable as shown in the Coverage Summary.

This booklet is not an employment contract or an offer to enter into an employment contract. Plan benefits and rights to Plan benefits will never vest. Retirement does not in any manner confer upon a Covered Family Member any right to continued benefits under this Plan. This Plan is not subject to ERISA. For more information regarding your rights as a participant under this Plan, see the section entitled Statement of Rights.

It is our intention to continue the Plan indefinitely and to make contributions to the Plan. However, should there be amendments to the plan at any time, the Plan will notify you within 60 days after the effective date of any Plan amendment. Should the Plan be terminated for any reason, the assets of the Plan, if any, will continue to be used to provide benefits for Covered Services received before the date of the termination, in the order received, until such time as the assets, if any, are exhausted.

If you have any questions relating to Eligibility, classification or coverage under the Plan, submit them to the Plan Administrator located within the Human Resources Department.

**CATTARAUGUS COUNTY HEALTH INSURANCE PLAN  
COVERAGE SUMMARY**

All claims must be filed within one year from the date the claim is incurred or the claim will be denied.

**ANNUAL MEDICAL PLAN DEDUCTIBLES AND MAXIMUMS**

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>DEDUCTIBLE</b>	Per calendar year (Carryover does not apply.)	None	\$300 Individual \$600 Family
<b>OUT-OF-POCKET MAXIMUM</b>	Does not include the Deductible, medical Copays, or any Copays payable under the Prescription Drug Plan. (Carryover does not apply.) Maximums are combined for in and out-of-network Providers, except where noted.		\$1,500 Individual \$3,000 Family
<b>LIFETIME MAXIMUM</b>	Maximums are combined for in and out-of-network Providers, except where noted.		Unlimited

**Radiologists, Anesthesiologists, Pathologists and Physicians for Emergency Care:** Emergency care and associated professional fees (anesthesiologist, pathologist, radiologist, and physicians) rendered in a Hospital Emergency room will be payable at the in-network benefit level when rendered in an in-network Emergency room. The treatment must be for an Emergency as defined in the Plan. Follow-up care will be payable according to the Coverage Summary.

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>ACUPUNCTURE</b>	Acupuncture is only covered when used in lieu of general anesthesia.	See anesthesia benefit	See anesthesia benefit
<b>ALLERGY CARE</b> -Office Visit -Treatment (Injections) -Serum -Laboratory & Scratch Testing		\$20 Copay per visit \$20 Copay per visit \$20 Copay per visit \$20 Copay per visit	70% 70% 70% 70%
<b>AMBULANCE</b>	Covered when Medically Necessary for emergency services.	\$35 Copay	70%
<b>ANESTHESIA</b> -Inpatient -Outpatient -Office		Covered in full Covered in full Covered in full	70% 70% 70%
<b>BIOFEEDBACK</b>		Not covered	Not covered
<b>BLOOD AND BLOOD PRODUCTS</b>		Covered in full	70%
<b>CARDIAC REHABILITATION</b> -Outpatient Hospital -Any Other Place of Service	Maximum of 24 visits in a 12-week period Maximums are combined for in and out-of-network Providers.	Covered in full Covered in full	70% 70%
<b>CHEMOTHERAPY</b> -Outpatient Hospital  -Any Other Place of Service		\$15 Copay per visit for the first five visits per related diagnosis, then covered in full \$15 Copay per visit for the first five visits per related diagnosis, then covered in full	70% 70%
<b>CHIROPRACTOR</b>	Maximum of 15 visits per calendar year If additional visits are required, authorization needed from the Medical Services Team. Maximums are combined for in and out-of-network Providers.	\$10 Copay per visit	70%
<b>CONVALESCENT/SKILLED NURSING FACILITY</b>	Pre-Certification required Maximum of 90 days per calendar year. Maximums are combined for in and out-of-network Providers.	Covered in full	70%

The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.

The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.

TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>DENTAL CARE COVERED UNDER MEDICAL PLAN</b> -Accidental Injury to Teeth  -Oral Surgery	Routine care is not covered.  Treatment must be complete within 12 months of the date of the Injury.	Covered as described under Type of Service rendered  Not covered	70%  Not covered
<b>DIABETIC TREATMENT</b> -Education  -Supplies and Equipment	For up to a 30-day supply See Prescription Drug Expense Benefit for additional coverage.	\$20 Copay per visit  \$10 Copay	70%  70%
<b>DIAGNOSTIC X-RAYS</b> -Independent Facility -Outpatient Hospital -Physician's Office		\$10 Copay per visit \$10 Copay per visit \$10 Copay per visit	70% 70% 70%
<b>DIAGNOSTIC TESTS</b> -Independent Facility -Outpatient Hospital -Physician's Office		\$20 Copay per visit \$20 Copay per visit \$20 Copay per visit	70% 70% 70%
<b>HIGH TECH IMAGING (SUCH AS MRI, MRA, PET AND CAT SCANS)</b>		\$20 Copay per visit	70%
<b>DIALYSIS OR HEMODIALYSIS</b> -Outpatient Hospital  -Any Other Place of Service		\$15 Copay per visit for the first five visits per related diagnosis, then covered in full  \$15 Copay per visit for the first five visits per related diagnosis, then covered in full	70%  70%

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>DURABLE MEDICAL EQUIPMENT (DME)</b> <b>Including, but not limited to:</b> <ul style="list-style-type: none"> <li>-Durable Medical Supplies</li> <li>-Disposable Medical Supplies</li> <li>-Prosthetics (Internal)</li> <li>-Prosthetics (External)</li> <li>-Foot Orthotics</li> <li>-Orthotics (Braces)</li> <li>-Oxygen</li> </ul>		70% Covered in full Covered in full 80% Not covered 70% 80% of the first \$2,500 of expenses, covered at 100% thereafter (annual)	70% 70% 70% 50%, not subject to deductible Not covered 70% 75%, not subject to deductible; Coinsurance does not apply to Out-of-Pocket Maximum (annual)
<b>ENTERAL FORMULA</b>		70%	70%
<b>FAMILY PLANNING SERVICES (PHYSICIAN)</b> <ul style="list-style-type: none"> <li>Elective Sterilization Procedures               <ul style="list-style-type: none"> <li>-Tubal Ligation</li> <li>-Vasectomy</li> </ul> </li> <li>-Voluntary Termination of Pregnancy</li> <li>-Infertility Treatment Guidelines apply – Refer to your Summary Plan Description for more information on this benefit</li> <li>-Contraceptive Devices</li> <li>-Contraceptive Management Office Visit</li> </ul>	The Plan covers Medically Necessary diagnostic services and treatment of the Sickness or Injury that is the cause of infertility. Assisted reproductive procedures are not covered, except for artificial insemination.	Covered in full Covered in full Covered in full Covered as described under Type of Service rendered Covered in full \$20 Copay per visit	70% 70% 70% Covered as described under Type of Service rendered Covered as described under Type of Service rendered 70% 70%
<b>GENETIC TESTING</b>	The Plan covers when Medically Necessary or medically appropriate as determined by the Medical Services Team criteria and peer-reviewed literature.	Covered as described under Type of Service rendered	Covered as described under Type of Service rendered

The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.

The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.

TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>HOME HEALTH CARE</b> -Aide, Nurse, or any other Authorized Agency Employee	Pre-Certification required	\$15 Copay per day Limit of four visits per day (Copay waived if Cattaraugus County services utilized)	70%
<b>HOSPICE CARE</b> -Inpatient -Home	Maximum of 210 days per Lifetime Hospice care is for a Covered Family Member diagnosed with a terminal illness and a life expectancy of six months or less. Includes coverage for five bereavement counseling visits.	Covered in full  Covered in full	70%  70%
<b>HOSPITAL FACILITY</b> <u>Inpatient Hospital</u>  <u>Outpatient Hospital</u> -Emergency Room for a medical Emergency  -Emergency Room used for a Non-Emergency  -Outpatient Surgical Center  -Clinic	Pre-Certification required  Includes ER physician  Includes ER physician	\$35 Copay per admission  \$45 Copay; waived if admitted  50%  \$20 Copay per surgical session  \$20 Copay per visit	70%  \$45 Copay, then 100% of charges, not subject to deductible; Copay waived if admitted  50%, not subject to deductible  70%  70%
<b>INFUSION THERAPY</b> -Home -Any Other Place of Service		Covered in full  Covered in full	70%  70%
<b>LABORATORY</b> -Independent Facility -Outpatient Hospital -Physician's Office		\$10 Copay per visit  \$10 Copay per visit  \$10 Copay per visit	70%  70%  70%



		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>MASSAGE THERAPY</b> (When rendered by a Licensed Massage Therapist)		Not covered	Not covered
<b>MATERNITY CARE-MOTHER</b> -Inpatient Hospital or Birthing Center  -Physician for Prenatal Care and Delivery	Pre-Certification required if stay exceeds 48 hours for vaginal delivery or 96 hours for cesarean section and the additional stay is not Post-Certified.	Covered in full  Covered in full	70%  70%
<b>MENTAL ILLNESS SERVICES</b> -Inpatient  -Inpatient Physician -Outpatient/Office	Pre-Certification required (Hospital or Behavioral Health Care Facility) Partial Hospitalization is covered if Medically Necessary.	\$35 Copay per admission  Covered in full \$20 Copay per visit	70%  70% 70%
<b>MODIFIED FOOD PRODUCT</b>		Not covered	Not covered
<b>NEWBORN CARE</b> (Prior to Discharge) -Hospital  -Physician -Newborn Circumcision	<b>When Plan covers both Mother and Baby</b>	Covered in full  Covered in full Covered in full	70%  70% 70%
<b>NEWBORN CARE</b> (Prior to Discharge) -Hospital  -Physician -Newborn Circumcision	<b>When Plan covers the Baby but not the Mother</b> Pre-Certification required if stay exceeds 48 hours for vaginal delivery or 96 hours for cesarean section and the additional stay is not Post-Certified.	Covered in full  Covered in full Covered in full	70%  70% 70%

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>NUTRITIONAL COUNSELING</b>		\$20 Copay per visit	70%
<b>OBESITY TREATMENT</b> Guidelines apply – Refer to your Summary Plan Description for more information on this benefit	Weight loss surgery may be covered for Covered Family Members with clinically severe obesity with a BMI of greater than 40 or a BMI of greater than 35 with an underlying co-morbid condition when other weight loss treatment methods have failed and the Covered Family Member is at high risk for obesity associated Sickness. Surgical intervention must be approved prior to the services being rendered. The Plan covers one course of treatment, including surgical intervention, per Lifetime per Covered Family Member.	Covered as described under Type of Service rendered	Covered as described under Type of Service rendered
<b>OCCUPATIONAL THERAPY</b> -Outpatient Hospital -Any Other Place of Service	Maximum of 20 visits per calendar year combined with physical and speech therapies. If additional visits are required, authorization required from PCP. Maximums are combined for in and out-of-network Providers.	\$15 Copay per visit \$15 Copay per visit	70% 70%
<b>ORGAN TRANSPLANTS</b> Guidelines apply – Refer to your Summary Plan Description for more information on this benefit	Pre-Certification required	Covered as described under Type of Service rendered	Covered as described under Type of Service rendered
<b>PHYSICAL REHABILITATION FACILITY</b>	Pre-Certification required Maximum of 45 days per calendar year. Maximums are combined for in and out-of-network Providers.	Covered in full	70%
<b>PHYSICAL THERAPY</b> -Outpatient Hospital -Any Other Place of Service	Maximum of 20 visits per calendar year combined with physical and speech therapies. If additional visits are required, authorization required from PCP. Maximums are combined for in and out-of-network Providers.	\$15 Copay per visit \$15 Copay per visit	70% 70%

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>PHYSICIAN</b>			
-Inpatient		Covered in full	70%
-Office		\$20 Copay per visit	70%
-Home		\$20 Copay per visit	70%
<u>Consultation (Specialist)</u>			
-Inpatient		Covered in full	70%
-Outpatient		\$20 Copay per visit	70%
-Office		\$20 Copay per visit	70%
<u>Second Medical Opinion</u>		Covered in full	70%
<b>PREADMISSION TESTING</b>		\$10 Copay per service	70%
<b>PREVENTATIVE/WELL CARE</b>			
-Bone Density Testing	Covered as recommended by the attending physician	\$10 Copay per visit	70%
-Colonoscopy/Sigmoidoscopy	Covered as recommended by the attending physician	Physician: Covered in full Facility: \$20 Copay	70%
-GYN Office Visit	Covered once per calendar year for women 16 years of age or older (includes pap smear)	\$15 Copay per visit	70%
-PAP Smear	Covered once per calendar year for women 16 years of age or older	Covered in full	70%
-Mammogram	Covered for women at any age with a personal or family history; one baseline ages 35-39; once every two years ages 40-49; once each year age 50 and over	\$10 Copay per visit	70%
-Prostate-Specific Antigen (PSA)	Covered once per calendar year as recommended by the attending physician (Includes digital rectal exam)	\$10 Copay per visit	70%
-Routine Adult Physical	Limited to one exam per calendar year (includes appropriate labs and x-rays and HPV vaccine up to age 26)	\$15 Copay per visit	70%
-Adult Immunizations		Not covered	Not covered
-Well Child Care	Covered up to age 19 as recommended by the attending physician and the American Academy of Pediatrics (includes appropriate labs, x-rays and immunizations)	Covered in full	70%

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>RADIATION THERAPY</b> -Outpatient Hospital  -Any Other Place of Service		\$15 Copay per visit for the first five visits per related diagnosis, then covered in full  \$15 Copay per visit for the first five visits per related diagnosis, then covered in full	70%  70%
<b>RESPIRATORY THERAPY</b> -Outpatient Hospital -Any Other Place of Service		\$15 Copay per visit  \$15 Copay per visit	75%  75%
<b>SMOKING CESSATION PROGRAMS</b>		Not covered	Not covered
<b>SPEECH THERAPY</b> -Outpatient Hospital -Any Other Place of Service	Maximum of 20 visits per calendar year combined with physical and speech therapies. If additional visits are required, authorization required from PCP. Maximums are combined for in and out-of-network Providers.	\$15 Copay per visit  \$15 Copay per visit	70%  70%
<b>SUBSTANCE ABUSE TREATMENT</b> -Detoxification -Inpatient Rehabilitation  -Inpatient Physician -Outpatient/Office	Pre-Certification required  Pre-Certification required (Hospital or Behavioral Health Care Facility) Partial Hospitalization is covered if Medically Necessary.	\$35 Copay per admission  \$35 Copay per admission  Covered in full  \$20 Copay per visit	70%  70%  70%  70%

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Reasonable and Customary (R&C) amount. The Deductible applies to all services prior to benefit payment, except where noted.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>SURGERY</b> (Refer to Hospital Facility, Surgery Center or Anesthesia for benefits related to surgery) <u>Surgeon</u> -Inpatient -Outpatient  -Office  <u>Assistant Surgeon</u>  <u>Second Surgical Opinion</u> -Voluntary -Mandatory	Elective sterilization is covered. Voluntary termination of pregnancy is covered.	Covered in full Covered in full  Covered in full  Covered in full  Covered in full Not Required	70% 70%  70%  70%  70% Not Required
<b>SURGERY CENTER</b> (Freestanding Surgical Facility)		\$20 Copay per surgical session	70%
<b>TEMPOROMANDIBULAR JOINT DISORDER (TMJ)</b>		Not covered	Not covered
<b>URGENT CARE FACILITY</b>		\$20 Copay per visit	\$20 Copay per visit, not subject to deductible

### PRESCRIPTION DRUG EXPENSE BENEFIT

TYPE OF PROGRAM	IMPORTANT PROVISIONS	BENEFIT	
<b>RETAIL</b>	Up to a 30-day supply Oral contraceptives are covered.	\$10.00 \$20.00 \$25.00	Copay – Generic Drug Copay – Brand Name Drug – no generic Copay – Brand Name Drug – generic available
<b>MAIL ORDER MAINTENANCE DRUGS</b>	Up to a 90-day supply Oral contraceptives are covered.	\$20.00 \$40.00 \$50.00	Copay – Generic Drug Copay – Brand Name Drug – no generic Copay – Brand Name Drug – generic available
<b>DIABETIC SUPPLIES AND INSULIN</b>	Up to a 30-day supply	See Benefit for Retail and Mail Order Maintenance Drugs	
Copays under the Prescription Drug Plan do not count toward the Medical Out-of-Pocket Maximum. Prescriptions purchased at an Out-of-Network Pharmacy are covered.			
Contact your Pharmacy Benefit Manager for prescription drug coverage inquiries. Your Pharmacy Benefit Manager's contact information is located on your Benefit Identification Card.			

**VISION CARE EXPENSE BENEFIT  
(UNDER 15 YEARS OF AGE)**

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Scheduled Amount listed below.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>EYE EXAMINATION</b>	One exam every 12 months	Covered in full	\$36.00
<b>EYE GLASS LENSES</b> -Single vision -Bifocal -Trifocal -Lenticular	One pair every 12 months	Covered in full Covered in full Covered in full Covered in full	\$28.00 \$45.00 \$56.00 \$80.00
<b>EYE GLASS FRAMES</b>	One pair every 24 months	Covered in full (Up to Plan allowance)	\$45.00
<b>CONTACT LENSES</b> -Necessary -Cosmetic	Covered in lieu of lenses and frames once every 12 months	Covered in full \$105.00	\$210.00 \$105.00
<b>COPAYMENT</b> -Examination Copayment -Materials Copayment		\$10.00 \$40.00	\$10.00 \$40.00

**VISION CARE EXPENSE BENEFIT  
(15 YEARS OF AGE AND OVER)**

		The Allowable Expense is limited to the Preferred Provider Reimbursement Schedule.	The Allowable Expense is limited to the Scheduled Amount listed below.
TYPE OF SERVICE	IMPORTANT PROVISIONS	IN-NETWORK PROVIDER	OUT-OF-NETWORK PROVIDER
<b>EYE EXAMINATION</b>	One exam every 24 months	Covered in full	\$36.00
<b>EYE GLASS LENSES</b> -Single vision -Bifocal -Trifocal -Lenticular	One pair every 24 months	Covered in full Covered in full Covered in full Covered in full	\$28.00 \$45.00 \$56.00 \$80.00
<b>EYE GLASS FRAMES</b>	One pair every 24 months	Covered in full (Up to Plan allowance)	\$45.00
<b>CONTACT LENSES</b> -Necessary -Cosmetic	Covered in lieu of lenses and frames once every 12 months	Covered in full \$105.00	\$210.00 \$105.00
<b>COPAYMENT</b> -Examination Copayment -Materials Copayment		\$10.00 \$40.00	\$10.00 \$40.00

**Note: This Coverage Summary is intended to be a general description of benefits only. Some limitations, conditions, or exclusions may apply. The benefits listed above are subject to change at any time. If there is a discrepancy between this overview and the Plan Document, the Plan Document will prevail. Services must be Medically Necessary treatment of Sickness or Injury, unless otherwise stated. The fact that a physician may prescribe, order, recommend or approve a service or supply does not, of itself, make it Medically Necessary even though it is not specifically listed as an exclusion. All of the facts and circumstances surrounding the claim must be considered.**

## DEFINITIONS

*The terms defined in this section have been capitalized throughout this document.*

**Active Service** means that you are performing all the regular duties of your employment. You will be considered in Active Service on a day that is not one of your scheduled workdays only if you were performing the regular duties of your employment on the preceding scheduled workday. The term Active Service includes periods during which an Employee is absent from work due to a medically related reason and any scheduled or approved day off.

**Adoption Date** means the January 1, 2011 restated effective date of this Plan Document.

**Adverse Benefit Determination or Adverse Determination** means any whole or partial denial of benefits, reduction of benefits, termination of benefits, or failure to provide or make benefit payment under the Plan. An Adverse Benefit Determination includes, but is not limited to, amounts applied to the deductible, a Copayment, or a Coinsurance percentage payable by a Covered Family Member. Adverse Determination also applies to a Covered Family Member's eligibility, the application of Pre-Certification, the determination of an Experimental or Investigational treatment, and the determination of Medical Necessity.

**Allowable Expense** means a health care service or expense, including deductibles, Coinsurance or Copayments that is covered in full or in part under this Plan or any Other Plan(s) covering the Family Member.

**Authorized Representative** means any individual designated by the Covered Family Member to assist or act on behalf of the Covered Family Member with respect to a Pre-Service Claim, a Post-Service Claim, a Concurrent Claim, or an Urgent Care Claim. A Provider with knowledge of the Covered Family Member's medical condition is an Authorized Representative. An Authorized Representative may request and receive any documentation that the Plan used to make a determination, including medical records.

**Behavioral Health Care Facility** means a facility that specializes in the treatment of Substance Abuse or Mental Illness which is certified in accordance with the applicable laws of the appropriate legally authorized agency, which is accredited by the Joint Commission on Accreditation of Health Care Organizations (JCAHO), another internationally recognized accreditation agency, Medicare, or by the state in which it operates. For Covered Family Members who are entitled to Medicare, a Behavioral Health Care Facility must be a provider of services under Medicare.

**Benefit Determination or Determination of Benefits** means the calculation made by the Claim Administrator of any amount payable by the Plan. The Determination of Benefits payable will be made whenever proof of claim is submitted.

**Brand Name Drug** means a drug that is protected by the trademark registration of the pharmaceutical company that produces it.

**Business Associate** means a person or organization, other than one which is a member of the Covered Entity's workforce, that has a direct contractual relationship with the Covered Entity and which receives, uses, discloses, or maintains Protected Health Information for the Covered Entity.

**Change in Status** means any one of the following changes in circumstances:

- (1) Your marriage, divorce, or annulment.
- (2) Death of your spouse or other dependent.
- (3) A change in the number of your qualifying dependents or their eligibility, including:
  - (A) Birth of your child.
  - (B) Adoption or placement for adoption of a child with you.

- (C) Your child satisfies, or ceases to satisfy the eligibility requirements.
- (4) Any other change in status as described in the County's Flexible Benefits Plan.

Note: No changes will be permitted unless the requested change satisfies the consistency rule as required by the IRS. This means that any requested election change must be on account of and correspond with the Change in Status that has occurred.

**Child** means the following:

- (1) Your biological child; legally adopted child; a stepchild; or a child for whom you are the proposed adoptive parent and who is legally dependent upon you during the waiting period prior to the adoption becoming final. The child must be under age 26.

If a young adult Child (a Child between the ages of 19 and 26) is eligible for employer-sponsored health coverage (even if they do not elect such coverage), other than coverage through a parent, they are not eligible for coverage under this Plan. Child does not include the spouse of a married Child nor does it include any dependents of the Child, except as allowed above.

- (2) An unmarried child under age 21 for whom you have been appointed the legal guardian by court order. Coverage will automatically terminate on the date the child reaches age 21, marries or has been deemed emancipated in a court of law, whichever occurs first, unless the child qualifies for coverage under (3) or (4).
- (3) Your unmarried children who are older than the age dependent coverage otherwise would terminate and who are unable to work or support themselves because of mental illness, developmental disability or mental retardation, as defined in the New York State Mental Hygiene Law, or because of physical handicap. The condition must have occurred before the child reached the age at which dependent coverage would otherwise have terminated. The child's disability must be certified by a physician. In addition to this certification, the Health Plan administrator has the right to check whether a child qualifies as an incapacitated child. Coverage will automatically terminate on the date the child is no longer incapable of self-support.
- (4) Child also means any other individual for whom you are obligated to provide coverage under the terms of any Qualified Medical Child Support Order.

**Claim Administrator** means Independent Health NOVA Division .

**Claim Determination Period** means Plan benefits will be determined on a calendar year basis.

**COBRA Beneficiary** means a Covered Family Member who is entitled to and elects to continue health coverage under this Plan in accordance with Section 4980B of the Code. The term will also include a Child who is born or placed for adoption, and any other Eligible Dependent acquired while the Employee is a COBRA Beneficiary.

**Code** means the Internal Revenue Code of 1986, as presently enacted and as it may be amended from time to time, together with its related rules and regulations. References to any Section of the Code shall include any successor provision.

**Coinsurance** means the percentage of an Allowable Expense shared by the Covered Family Member and the Plan that must be paid to the Provider.

**Coinsurance Maximum** or **Out-of-Pocket Maximum** means the total amount of Coinsurance that a Covered Family Member must pay in a calendar year as indicated on the Coverage Summary.



**Concurrent Claim** means a request for benefits arising out of a termination of benefits, request for extension of care or reduction of previously granted benefits being provided over a period of time, or a request to extend a course of treatment.

**Convalescent/Skilled Nursing Facility** means only an institution (or a distinct part thereof) that meets all the following requirements:

- (1) It meets any licensing or certification standards, and
- (2) It provides inpatient skilled nursing and physical restoration services for patients convalescing from an Injury or Sickness, and
- (3) It is under the full-time supervision of a physician or registered professional nurse who is regularly on the premises at least 40 hours per week, and
- (4) It provides skilled nursing services on a 24-hour basis under the direction of a full-time registered professional nurse, with licensed nursing personnel on duty at all times, and
- (5) It maintains a complete medical record on each patient, and
- (6) It has a utilization review plan in effect for all of its patients, and
- (7) It must have a written agreement or arrangement with a physician to provide Emergency care, and
- (8) If not an integral part of a Hospital, it must have a written agreement with one or more Hospitals to provide for the transfer of patients and medical information between the Hospital and the Convalescent/Skilled Nursing Facility, and
- (9) With respect to Covered Family Members who are entitled to Medicare, it is an approved provider of services under Medicare, and
- (10) It is accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or another internationally recognized accreditation agency.

The term Convalescent/Skilled Nursing Facility will not include any institution which is, other than incidentally, a place for the aged, the blind, the deaf, the mentally ill or handicapped, a place for rest, Custodial Care or educational care, drug addicts or alcoholics.

**Copayment** or **Copay** means a fixed dollar amount paid to a Provider by a Covered Family Member.

**Covered** means that a Family Member who is Eligible to participate in the Plan has made written election to do so, and the Plan Administrator has approved participation.

**Covered Entity** means a health plan, a health care clearinghouse, or a Provider who transmits health information in an electronic form in connection with a Standard Transaction.

**Covered Services** means those services, care, treatment, or supplies for which the Plan will make payment. A Covered Service must include routine or Medically Necessary health care for which a diagnosis is identified in the International Classification of Diseases, 9<sup>th</sup> edition (ICD-9). Covered Services should be identified in the Current Procedural Terminology (CPT) developed by the American Medical Association, by the Common Procedure Coding System (HCPCS) developed by the Health Care Financing Administration, the Hospital Revenue Code applications, or the Current Dental Terminology (CDT) developed by the American Dental Association.

**Custodial Care** means any service or supply, including room and board, which:

- (1) Is furnished mainly to help a person in the activities of daily living, and
- (2) Can be furnished by someone with no professional health care training or skills.

Room and board and skilled nursing services, when provided to a Covered Family Member in a Hospital or other institution, shall not be Custodial Care when such services must be combined with other Medically Necessary services and supplies to establish a program of medical treatment which can reasonably be expected to contribute substantially to the improvement of the Covered Family Member's medical condition. Such improvement shall include the restoration of normal or near normal function and/or the general betterment of the Covered Family Member.

**Dependent** means your Child or legal spouse from whom you are not legally divorced or a legal spouse of an Employee whose marriage has not been legally annulled. A common law spouse is not recognized as your legal spouse under the Plan, even if it is recognized in the State or municipality of residence.

**Durable Medical Equipment** means medical equipment that satisfies all the following requirements:

- (1) It is generally not useful in the absence of an Injury or a Sickness, and
- (2) It is appropriate for use in the home, and
- (3) It can withstand repeated use, and
- (4) It is Medically Necessary, and
- (5) It is not useful or convenient to other household members, and
- (6) It is not a convenience item or an aid to daily living.

**Eligible** means that an individual has met the definition of Family Member and the eligibility requirements of this Plan.

**Emergency** means a sudden onset of symptoms that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably determine that the absence of immediate medical attention would result in serious physical impairment or death. It also means a situation in which a Covered Family Member appears to have a mental or emotional disorder for which immediate observation, care and treatment is necessary to avoid serious harm to the Covered Family Member or others. Emergency care must be given within 72 hours of the accident, injury or sudden onset of illness.

**Employee** means an individual who works full-time by conditions of hire and whose income is reported for tax purposes using a W-2 form.

**Employer or County** means Cattaraugus County.

**Enrollment Date** means, for the purposes of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as it pertains to any applicable Pre-Existing Condition, the Covered Family Member's Participation Effective Date or, if there is a waiting period for coverage, the first day of such waiting period (the date employment begins). An Enrollment Date for a Family Member who late enrolls under the Plan or who is eligible for a Special Enrollment Period shall be the Participation Effective Date.

**Experimental or Investigative** means services, supplies, care and treatment that do not constitute accepted medical practice. When determining whether or not a procedure is Experimental or Investigative, the Plan will take into consideration appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The Plan must make an independent evaluation of the Experimental/non-Experimental standings of specific technologies. It will be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background

investigation of the claim and the proposed treatment. The Plan will be guided by the following principles:

- (1) 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, except where the laws of the state mandate coverage for any drug not approved by the FDA but recognized as appropriate treatment for a particular type of cancer by an established reference such as the AMA Drug Evaluations, or
- (2) The drug, device, medical treatment or procedure, or the patient informed consent document was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval, or
- (3) Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis, or
- (4) Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy compared with a standard means of treatment or diagnosis.

**Family Member** means an Employee, Retiree, Dependent, or a COBRA Beneficiary.

**Freestanding Surgical Facility** means an institution primarily performing outpatient surgery that meets all the following requirements:

- (1) It has a medical staff of physicians, nurses and licensed anesthesiologists, and
- (2) It maintains at least two operating rooms and one recovery room, and
- (3) It maintains diagnostic laboratory and x-ray facilities, and
- (4) It has equipment for Emergency care, and
- (5) It has a blood supply, and
- (6) It maintains medical records, and
- (7) It has agreements with Hospitals for immediate acceptance of patients who need Hospital confinement on an inpatient basis, and
- (8) It is licensed in accordance with the laws of the appropriate legally authorized agency, and
- (9) It is a provider of services under Medicare with respect to Covered Family Members who are entitled to Medicare, and
- (10) It is accredited by the Accreditation Association for Ambulatory Care (AAAC), or the Joint Commission on Accreditation of Health Care Organizations (JCAHO) or another internationally recognized accreditation agency.

**Generic Drug** means the chemical name for a drug. By law, a Generic Drug must meet the same standard for safety, surety, strength and effectiveness as a Brand Name Drug.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**Home Health Care Agency** means a hospital, agency or organization that meets all the following requirements:

- (1) It primarily provides skilled nursing services or other therapeutic services and is duly licensed by the appropriate licensing authority, and

- (2) It has policies established by a professional group associated with the agency or organization consisting of at least one physician and at least one registered professional nurse to govern the services provided (it must provide for full-time supervision of such services by a physician or by a registered professional nurse), and
- (3) It maintains a complete medical record on each patient, and
- (4) It has a full-time administrator, and
- (5) It is a provider of services under Medicare with respect to Covered Family Members who are entitled to Medicare, and
- (6) It does not primarily provide Custodial Care, care and treatment of the mentally ill, or care of drug addicts, alcoholics, and the handicapped.

**Hospice Care Agency** means a hospital, agency or organization that meets all the following requirements:

- (1) It has hospice care available 24-hours-a-day, and
- (2) It meets any licensing or certification standards of the jurisdiction where it is located, and
- (3) It provides skilled nursing services, medical social services, psychological and dietary counseling, and bereavement counseling for the immediate family, and
- (4) It provides or arranges for other services including; (a) services of a physician, (b) physical or occupational therapy, (c) part-time Home Health Aide services which mainly consist of caring for terminally ill individuals, and (d) inpatient care in a facility when needed for pain control, and
- (5) It has personnel including at least one physician, one registered professional nurse, one licensed or certified social worker and one pastoral or other counselor, and
- (6) It establishes policies governing the provision of hospice care, and
- (7) It assesses the patient's medical and social needs, and
- (8) It develops a hospice care program to meet those needs, and
- (9) It provides ongoing quality assurance programs including reviews by physicians, other than those who own or direct the agency, and
- (10) It permits all area medical personnel to utilize its services for their patients, and
- (11) It keeps a medical record on each patient, and
- (12) It uses volunteers trained to provide services for non-medical needs, and
- (13) It has a full-time administrator, and
- (14) It is a provider of services under Medicare with respect to Covered Family Members who are entitled to Medicare.

**Hospice Facility** means a facility which mainly provides hospice care and provides nursing services 24 hours a day under the direction of a Registered Nurse (RN) and meets any licensing or certification standards set forth by the jurisdiction in which it operates. It must employ a full time administrator, physician or RN and maintain complete medical records on each patient.

**Hospital** means a licensed institution that meets all the following requirements:

- (1) It primarily provides, for compensation from its patients and on an inpatient basis, all facilities necessary for medical and surgical treatments, and care of injured and sick persons by or under the supervision of a staff of physicians, and
- (2) It continuously provides 24-hour-a-day nursing service by registered professional nurses, and
- (3) It is not a primary place for rest, a place for the aged, or a nursing home, and
- (4) It is not primarily a place providing convalescent/skilled nursing care, rehabilitation care, Custodial Care, hospice care, treatment of Mental Illness or Substance Abuse, a health resort or spa, a sanitarium, an infirmary at any school, college or camp, and

- (5) For Covered Family Members who are entitled to Medicare it means a facility that is a provider of services under Medicare, and
- (6) It is accredited by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO) or another internationally recognized accreditation agency.

Additionally, the following institution will qualify under this definition:

- (7) A licensed birthing center that:
  - (A) Provides care and treatment for Covered Family Members during uncomplicated pregnancy, routine full-term delivery, and immediate postpartum care, and
  - (B) Provides full-time skilled nursing services, and
  - (C) Is staffed and equipped to give Emergency care, and
  - (D) Has a written arrangement with a local Hospital for Emergency care, and
  - (E) Is a provider of services under Medicare with respect to Covered Family Members who are entitled to Medicare, and
  - (F) Is approved for its stated purpose by the Accreditation Association for Ambulatory Care.

**Injury** means an accidental loss, unforeseen impairment, or physical harm inflicted on the body by unexpected, external means.

**Lifetime** means a period of time for which benefit maximums and limitations apply while a Family Member is Covered under this Plan. Only one Lifetime benefit will apply to an Employee who remains Covered under the Plan, whether or not the Employee retires from Active Service.

**Maintenance Care** means continuing care that seeks to prevent disease, promote health, prolong life, and enhance the quality of life. There is also no evidence of improvement of the condition being treated, and the schedule of visits for care is not consistent with an acute pattern of treatment (e.g. every 2 to 4 weeks, or less frequently).

**Medicaid** means a state program of medical aid for needy persons established under Title XIX of the Social Security Act of 1965, as amended from time to time.

**Medical Services Team** means an organization engaged by the Plan Administrator and/or the Claim Administrator for the purposes of providing utilization review and medical case management services for the Plan. In addition, the Medical Services Team will provide services as may be determined by the Plan Administrator or Claim Administrator.

**Medically Necessary** or **Medical Necessity** means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- (1) In accordance with generally accepted standards of medical practice;
- (2) Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- (3) Not primarily for the convenience of the patient, physician, or other health care provider, and
- (4) Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's illness, injury or disease.

"Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the

relevant medical community when available, Physician Specialty Society recommendations, the views of prudent physicians practicing in relevant-clinical areas, and any other clinically relevant factors.

**Medicare** means the program of medical care benefits for the aged and persons with disabilities provided under Title XVIII of the Social Security Act of 1965, as amended from time to time.

**Mental Illness** means a mental or an emotional disorder as defined and classified by appropriate ICD-9 coding, regardless of cause, which is characterized by an abnormal functioning of the mind or emotions and in which psychological, intellectual, emotional or behavioral disturbances are the dominating feature.

**Non-Emergency** means the onset of symptoms that do not require Emergency care. The determination of what is considered a non-Emergency will be made by the Claim Administrator or Plan Administrator in their sole discretion.

**Non-Occupational Disease** means a Sickness which does not arise out of or in the course of any employment for compensation, profit, intent of profit, or self-employment, nor, in any way, results from a condition that does. However, if proof is furnished to the Claim Administrator that an individual covered under a workers' compensation law (or other law of similar purpose) is not covered for a particular disease under such law, that disease shall be considered "non-occupational" regardless of its cause.

**Non-Occupational Injury** means an accidental bodily Injury that does not arise out of or in the course of any employment for compensation, profit, intent of profit, or self-employment.

**Open Enrollment Period** means the time period(s) of each calendar year during which Eligible Employees and/or their Dependent(s) may enroll in or change their election in the Plan.

**Other Plan** means arrangements of group insurance or group subscriber contracts (other than this Plan) through HMOs, Medicare or other government benefits, portions of group long-term care contracts, i.e. skilled nursing care, and other prepayment, group practice, and individual practice plans. Group-type contracts, through membership in a particular organization or group, which are not available to the general public, group hospital indemnity benefits in excess of \$200 per day, and group or individual automobile "no-fault", traditional "fault", or tort type policies are also considered other plans. All provide medical, dental, or optical benefits or services on an insured, self-insured or an uninsured basis.

Other plan does not include individual or family insurance policies, subscriber contracts, group or group-type hospital indemnity benefits of \$200 per day or less, a state Medicaid plan or CHAMPUS/TRICARE. Also, school accident-type coverage, which cover students of elementary and secondary schools or colleges for accidents on either a 24-hour around-the-clock, or a to-and-from-school basis are not included.

**Participation Effective Date** means the earliest date on which coverage is first afforded to a Covered Family Member under this Plan.

**Physical Rehabilitation Facility** means a facility that it is not already part of an acute care Hospital that mainly provides therapeutic and restorative services. It must be accredited for its stated purpose by either the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), another internationally recognized accreditation agency, or the Commission on Accreditation for Rehabilitation Facilities (CARF). For Covered Family Members who are entitled to Medicare it means a facility that is a provider of services under Medicare for any Covered Family Member who is entitled to Medicare.

**Plan** means the Cattaraugus County Health Insurance Plan adopted and maintained pursuant to this document which sets forth the rights and obligations of the persons entitled to benefits under the Plan and the procedures by which Plan fiduciaries may be identified.

**Plan Administrator** means the person(s) appointed Plan Administrator pursuant to the procedures in the section entitled "Responsibilities of the Plan Administrator".

**Plan Year** means the 12-month period beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

**Post-Service Claim** is a request for benefits made after the medical care or treatment has been provided to a Covered Family Member.

**Pre-Certification, Pre-Certify, or Post-Certification** means the process used when a claim for medical care requires the certification described in the section entitled "Utilization Management and Medical Review" including a request for an extension of care or concurrent care.

**Preferred Provider** means a Health Care Provider who is a member of the Preferred Provider Network.

**Preferred Provider Network** means an organization of Health Care Providers who have entered into an agreement to provide Covered Services at a predetermined rate.

**Preferred Provider Reimbursement Schedule** means the schedule of Allowable Expenses payable for any Covered Services by an in-network Provider.

**Pre-Service Claim** means a request by a Covered Family Member for a benefit described in the section entitled "Utilization Management and Medical Review". A Covered Family Member must contact the Claim Administrator prior to receiving the medical service or treatment. A Pre-Service Claim includes a claim that requires Pre-Certification or prior authorization.

**Prior Plan** means the plan that was in effect directly prior to this Plan.

**Privacy Officer** means the person(s) designated by the County who is responsible for development, implementation, and compliance with the privacy policies and procedures as required by HIPAA.

**Protected Health Information (PHI)** means any information that relates to any Sickness or Injury that is created, transmitted or maintained either orally, electronically, or on paper that identifies or could be used to identify a Covered Family Member.

**Provider or Health Care Provider** means an individual who is operating within the scope of his license to provide Medically Necessary Covered Services. A physician operating within the scope of his license and who is licensed to prescribe medications, administer drugs, perform surgery or to provide Medically Necessary Covered Services is a Health Care Provider.

Provider will also include services of a certified nurse practitioner when services are performed directly under the supervision of a physician, and skilled nursing services rendered by a registered professional nurse or by a licensed practical nurse under the direction of a registered professional nurse. Provider will also include a certified nurse midwife for any Covered Service that is within the lawful scope of their practice regardless of their employment status by a physician. A certified nurse midwife need not act pursuant to a physician's orders. Provider will also include a licensed dentist, or a licensed practitioner who is practicing within the scope of his license and whose license is favorably accepted by the State or other jurisdiction in which the Covered Services are provided. The term Provider will also include a physician's assistant, podiatrist, osteopath, optometrist, psychiatrist, psychologist, chiropractor, speech therapist, occupational therapist, massage therapist, diabetic counselor, or licensed physical therapist acting within the scope of his license or certificate

that is performing services that are covered by this Plan. When used in the treatment of Mental Illness, this term will also include a certified and registered social worker with at least six years of post-degree experience who has been qualified by the state in which they practice.

**Qualified Medical Child Support Order (QMCSO)** means any judgment, decree, or order (including approval of a property settlement agreement) issued by either a court of competent jurisdiction or through an administrative ruling that has the force and effect of state law. To be qualified, a QMCSO must satisfy the requirements of the law.

**Reasonable and Customary** means the smaller of:

- (1) The charge usually made for the service by the Provider who furnishes it, or
- (2) The prevailing charge made for the service, in the same geographic area, by Providers of similar professional standing, as determined by the Plan.

If the usual and prevailing charge for a service or supply cannot be easily determined because of the unusual nature of the service or supply, the Claim Administrator will determine to what extent the charge is a Reasonable and Customary charge, taking into account:

- (1) The nature and severity of the condition, and
- (2) The complexity involved, and
- (3) The degree of professional skill required, and
- (4) Any unusual circumstances which require additional time, skills or experience.

**Reconstructive Surgery** means surgery required because of trauma, infection or disease and a congenital disease or anomaly of a Covered Child which results in a functional defect. If a Covered Family Member requires Reconstructive Surgery to a breast following a covered mastectomy procedure, the term Reconstructive Surgery will also include surgery to the opposing breast to produce a symmetrical appearance.

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

**Retiree** means a former Employee of the County who qualifies for retirement according to the terms of their labor contract or their employment agreement.

**Sickness** means an unhealthy condition of the body, a disease, a mental or physical disorder, or pregnancy. The term Sickness means all such Sicknesses due to the same or related causes, including all complications or recurrences. The term Sickness does not mean an Injury. Sickness will include voluntary sterilization of both males and females, but not the reversal of a voluntary sterilization. Sickness will include elective abortions.

**Skilled Care** means a service which we determine is furnished by or under the direct supervision of licensed medical personnel to assure the safety of the patient and achieve the medically desired results as defined by Medicare guidelines. A service is not considered a skilled service merely because it is performed or supervised by licensed medical personnel. However, it is a service that cannot be safely and adequately self-administered or performed by the average non-medical person without the supervision of such personnel.



**Special Enrollment Period** means a 30-day period, as mandated under the terms of the Health Insurance Portability and Accountability Act of 1996, during which an Employee and/or his Eligible Dependent(s) may enroll under this Plan if:

- (1) Such individual had previously declined coverage under this Plan, was covered under another health plan, and involuntarily lost such other coverage, or
- (2) The Employee acquires a new Dependent due to marriage, birth, adoption, or placement for adoption.

The plan will also permit Employees and Dependents who are “Eligible but not enrolled” in the Plan a 60-day period to enroll in this Plan in the event of one of the following two circumstances:

- (1) The employee’s or dependent’s Medicaid or the Children’s Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- (2) The employee or dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP.

**Standard Transaction** means a transmission of information in a predetermined format between two or more parties to carry out financial or administrative activities related to the use and disclosure of Protected Health Information as required by the HIPAA Privacy Regulation.

**Substance Abuse** means the chronic abuse of alcohol or other drugs as defined and classified by the appropriate ICD-9 coding characterized by impaired functioning, debilitating physical condition, the inability to keep from or reduce consumption of the substance, or the daily use of the substance in order to function. The term Substance Abuse includes addiction to alcohol or other drugs, but not caffeine, tobacco, or food.

**Total Disability** means that a Covered Family Member is prevented because of Injury or Sickness from engaging in any occupation on a total and continuous basis and is performing no work of any kind for compensation, profit, intent of profit, or self-employment. If a Dependent, the term means that he is prevented because of Injury or Sickness from engaging in substantially all of the normal activities of a person of like age and sex in good health. Additionally, if normally employed, the Dependent is not performing work for wage, profit, intent of profit, or self-employment, or engaging in any occupation on a total and continuous basis.

**Treatment, Payment, or Health Care Operations** means the medical, financial, or administrative activities required before the Plan can determine benefits including, but not limited to, the application of Standard Transactions, receipt of health care claims, health care payments, enrollment and disenrollment in the Plan, referral certification and authorization, and coordination or management of health care or related services by a Provider.

**Urgent Care or Urgent Care Claim** is a request for medical care or treatment that, if treated as non-Urgent Care could seriously jeopardize the Covered Family Member’s life, health, or ability to regain maximum function. An Urgent Care Claim includes a request for medical care or treatment that would avoid subjecting the Covered Family Member to severe pain that cannot be adequately managed without the requested care or treatment.

The Plan will treat any claim as an Urgent Care Claim if a physician with knowledge of the Covered Family Member’s medical condition determines that the claim involves Urgent Care.

An individual acting on behalf of the Plan may determine a claim to be an Urgent Care Claim by applying the judgment of a prudent layperson, possessing an average knowledge of health and medicine.

**Urgent Care Facility** means a medical facility that is open on an extended basis, is staffed by physicians to treat medical conditions not requiring inpatient or outpatient Hospital care, and which is not a physician's office.

## **ELIGIBILITY AND PARTICIPATION**

This section explains the eligibility requirements and when coverage under the Plan begins and ends. Employees may enroll for individual coverage as an Employee, Double or for Family coverage for their Dependents. Coverage will only begin if an Employee enrolls for this Plan's benefits.

### **WHEN COVERAGE BEGINS**

(Active Employees)

**Employee Eligibility:** All Employees in Active Service who work full-time as specified by conditions of hire are Eligible for enrollment for coverage after 90 days of employment. Coverage (Individual, Double or Family) for Plan benefits begins on the Participation Effective Date if:

- (1) The Employee completes an enrollment form requesting coverage by the date determined by the County (30 days within date of hire), and
- (2) The Employee's election is automatically payroll deducted through the employee flexible benefit plan for the cost of the coverage requested.

**Participation Effective Date:** The Participation Effective Date is the earliest of the following:

- (1) When a new Employee begins Active Service, the Participation Effective Date is the first day of the month following the date the Employee:
  - (A) Completes 90 days of continuous Active Service, and
  - (B) The Employee is working in Active Service on that date.
- (2) When a new Employee is not in Active Service on the Participation Effective Date, the Participation Effective Date is the date the Employee returns to Active Service.
- (3) Employees in Active Service who were Covered under the Prior Plan Document, the Participation Effective Date is the Adoption Date of this Plan Document.
- (4) Employees in Active Service who Enroll for Individual, Double or Family Coverage during an Open Enrollment Period, the Participation Effective Date will be January 1<sup>st</sup> of the following year. The Employee must complete an enrollment form and submit it to Human Resources before the end of the Open Enrollment Period.
- (5) Employees in Active Service who Enroll for Individual, Double, or Family Coverage during a Special Enrollment Period, the Participation Effective Date is the date the Employee or their Dependent qualifies for the Special Enrollment Period. The Employee must complete an enrollment form.

**Cost:** The County and Covered Employees share the cost of this Plan's benefits. All Covered Employees contribute to the Plan in order to participate. Covered Family Members are also responsible for any out-of-pocket expenses described in the Coverage Summary and services or supplies not covered under the Plan.

During any time period that the cost of this coverage shall be an eligible premium expense under any plan of benefits sponsored by the County under Section 125 of the Internal Revenue Code, you may be required to pay the cost of this coverage on a pre-tax basis.

**Dependent Eligibility:** All Eligible Dependents become Covered on the Employee's Participation Effective Date, provided that the Employee enrolls for Double or Family coverage. Dependents include the legal spouse of an Employee and the Child of an Employee. A Covered Child who

becomes Totally Disabled will remain Covered during the time the Child is incapable of self-sustaining employment if the Employee submits proof of disability within 31 days of the date coverage would otherwise end.

For current Employees with single coverage who become eligible for Double or Family coverage because of marriage, birth or adoption of a child, family coverage will begin on the date that the Dependent is acquired. It is the responsibility of the Employee to notify the County Risk Manager, in writing, of Dependents to be covered within thirty (30) days of the event. If the notification is received in the Risk Manager's office after thirty (30) days, then the Dependent will be added on the first of the month following the month in which notification was received.

Dependents newly acquired by an Employee who already has family coverage automatically will be covered as of the date the Dependent is acquired. It is the responsibility of the Employee to notify the County Risk Manager, in writing, of Dependents to be added within thirty (30) days of the event.

**Adding Coverage during an Open Enrollment Period:** An Eligible Employee who waives coverage under this Plan may enroll during an annual Open Enrollment Period. The Employee must complete an enrollment form before the end of the Open Enrollment Period. The effective date of coverage elected during an Open Enrollment Period will be January 1<sup>st</sup> of the following year.

**Adding Coverage during a Special Enrollment Period:** An Eligible Employee may enroll for Individual, Double, or Family Coverage during a Special Enrollment Period. The Employee must complete an enrollment form during the Special Enrollment Period. The effective date of coverage will be the date the Employee acquires a new Dependent or the date the Employee or Dependent involuntarily lost coverage under another health plan if the enrollment forms are completed during the Special Enrollment Period.

**Leaves of Absence:** If you take a leave of absence under the Family Medical Leave Act (FMLA), you are entitled to continue your health insurance coverage at the same cost applicable to active employees. More generous leave of absence rules may apply to you under your collective bargaining agreement.

Coverage may continue because of individuals satisfying service requirements stipulated in their respective collective bargaining agreements or because of their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**Mid-Year Election Changes:** Under limited circumstances, you may modify or revoke your election at a time other than Open Enrollment if:

- (1) You have a Change in Status. The Change in Status must be consistent with a mid-year election change allowed under the County's Flexible Benefits Plan or as defined by this Plan. Employees who are not participants in the County's Flexible Benefits Plan can revoke coverage under this Plan at any time by discontinuing payment of premiums; however, they will not be able to re-enroll for coverage except during an Open Enrollment Period or if they qualify for a Special Enrollment Period.
- (2) You qualify for a Special Enrollment Period.

Any modification or revocation and new election must be made within 30 days of the qualifying event causing a Change in Status or during the Special Enrollment Period. If no modification or new election is made during this 30-day period or during the Special Enrollment Period, you may not make a new election or modification until the next Open Enrollment Period.

This provision only applies to Employees who contribute to the Plan in order to participate.

## WHEN COVERAGE ENDS

(Active Employees)

**Employee Coverage Ends:** Employee coverage terminates on the earliest of the following:

- (1) The date the Plan is discontinued, or
- (2) The date the Employee no longer satisfies the eligibility requirements, or
- (3) The date your employment with the County terminates due to your resignation, death, or any other reason, or
- (4) The first day following receipt of written notification from you requesting cancellation of coverage, or
- (5) The last day of the period for which you make any required contribution.

**Dependent Coverage Ends:** Dependent coverage will terminate on the earlier of:

- (1) The date the Plan is discontinued, or
- (2) The date the Employee's eligibility or coverage under the Plan terminates, or
- (3) The date the Dependent no longer qualifies as a Dependent, or
- (4) The date the Dependent becomes a Covered Employee under the Plan, or
- (5) The date all Dependent coverage is discontinued under the Plan, or
- (6) The date the Employee ceases to be included in the class of Employees Eligible for Dependent coverage, or
- (7) The last day of the period for which the Employee has made the required contribution, if any, toward the cost of Dependent coverage.

When your coverage terminates under this Plan, you and your Covered Dependents may be eligible to continue coverage under "COBRA" as described in the section entitled "Continuation of Coverage".

## WHEN COVERAGE BEGINS

(Retirees)

**Retiree Eligibility:** A Retiree is eligible to continue coverage under the Plan if the Retiree:

- (1) Meets the definition of Retiree, and
- (2) Elects to continue coverage as a Retiree, and
- (3) Makes the required contribution toward the cost of Retiree coverage.

When a Retiree has waived participation in the County Health Insurance Plan and health insurance coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing, or other such reason beyond the employee's control, the Retiree and his/her Dependents will be eligible to be reinstated in the County Health Insurance Plan. Written notice must be provided to Risk Management by the Retiree within thirty (30) days of the event which qualified such Retiree for re-entry into the plan. Thereafter, re-entry into the Employer's plan shall be accomplished as soon as possible.

**Retiree Dependents Eligibility:** A Retiree's Dependent will continue to be covered for benefits under this Plan if the Retiree elects Family coverage at retirement. In the event of a death of a spouse or divorce, the Retiree shall be required to go from Family coverage or Double coverage, whichever the case may be, to Single coverage (unless there are eligible dependents, in which case the Retiree shall go to Single coverage as soon as the Retiree no longer has Eligible Dependents). Thereafter, the Retiree shall pay the Single coverage or Double coverage contribution rate, whichever is applicable, as in effect on the date of retirement. No Retiree shall be permitted to add a spouse or Eligible Dependents to retiree coverage after the date of retirement.

## WHEN COVERAGE ENDS

(Retirees)

**When Retiree Coverage Ends:** Retiree coverage ends at the earliest of the following:

- (1) The date the Plan is discontinued, or
- (2) The date the Retiree fails to make the required contribution, or
- (3) The first day following receipt of written notification from you requesting cancellation of coverage, or
- (4) The date the Retiree no longer qualifies as a Retiree.
- (5) The date of the Retiree's death.

**When Retiree Dependent Coverage Ends:** Retiree Dependent coverage ends at the earliest of the following:

- (1) The date the Plan is discontinued, or
- (2) The last date for which the Retiree paid the required contribution, or
- (3) The date the Dependent no longer qualifies as a Dependent, or
- (4) The date a Retiree's Dependent becomes a Covered Employee under the Plan, or
- (5) The Retiree's death.

When your coverage terminates under this Plan, you and your Covered Dependents may be eligible to continue coverage under "COBRA" as described in the section entitled "Continuation of Coverage".

## CONTINUATION OF COVERAGE

### CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 - COBRA FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA) UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

This section contains a brief explanation of the Federal laws that permit a Covered Family Member to continue coverage under the Plan. If you lose coverage under the Plan, contact the Plan Administrator at the address and telephone number in the section entitled "General Plan Information". The Plan Administrator is available to provide a complete description of your right to continue coverage under COBRA, FMLA, or USERRA. Coverage will be identical to that provided by the Plan. Proof of good health is not required in order to continue coverage.

**Eligible COBRA Beneficiaries:** An Employee or any Covered Family Member who loses coverage under the Plan will be considered an Eligible COBRA Beneficiary unless the Employee was terminated due to gross misconduct. An Eligible COBRA Beneficiary includes a new Dependent or a Child who is born or placed for adoption with a COBRA Beneficiary. The new Dependent may be enrolled during the Special Enrollment Period by timely notifying the Plan Administrator.

If an Employee loses Plan benefits due to termination of employment or a reduction in hours, Covered Family Members may continue coverage for up to 18 months by paying the cost of coverage plus any additional amounts set by law. A COBRA Beneficiary may change coverage (individual or family) as described in the subsection entitled "Eligibility And Participation".

A COBRA Beneficiary may be determined totally disabled under Title II or Title XVI of the Social Security Act after enrolling for COBRA coverage. If the Social Security Administration determines that a COBRA Beneficiary was disabled on the date of the qualifying event or within the first 60 days of COBRA coverage, the disabled COBRA Beneficiary and Family Members who are receiving COBRA coverage in connection with the same qualifying event may continue coverage for up to 29 months by paying the cost of coverage plus any additional amounts set by law. The disabled

COBRA Beneficiary must apply for and be approved for Social Security Disability benefits. Family Members who are not disabled may elect to extend coverage even if the disabled COBRA Beneficiary declines to do so. Notify the Plan Administrator by mailing a copy of the Social Security determination to the address in the section entitled "General Plan Information". The disabled COBRA Beneficiary must notify the Plan Administrator within 60 days of the Social Security determination and before the end of the 18-month COBRA period.

**When a Dependent is Eligible for COBRA:** A Covered Dependent becomes an Eligible COBRA Beneficiary if they lose coverage under the Plan. A Covered Dependent can continue coverage up to 36 months if one of the following qualifying events occurs:

- (1) A Child is no longer Eligible as a Dependent. The Covered Family Member must notify the Plan Administrator within the later of 60 days of this qualifying event or 60 days of the loss of coverage.
- (2) A spouse is no longer Eligible as a Dependent because of a legal divorce or a legal annulment. The Covered Family Member must notify the Plan Administrator within 60 days of this qualifying event.
- (3) An Employee dies. The County is responsible for notifying the Plan Administrator no later than 30 days after this qualifying event.
- (4) An Employee becomes enrolled in Medicare while Covered by COBRA. The County is responsible for notifying the Plan Administrator no later than 30 days after this qualifying event.

If a second qualifying event described above occurs during the first 18 months of COBRA coverage, the maximum period of continued coverage will be 36 months from the date of the original qualifying event. If you fail to notify the Plan Administrator within 60 days of a qualifying event that causes a Dependent to lose Eligibility (qualifying events 1 and 2 above) the Covered Family Member will lose all rights to continue coverage as an Eligible COBRA Beneficiary.

**When Coverage may not be Continued:** An Employee or other Covered Family Member who loses coverage when an Employee terminates Active Service due to gross misconduct may not continue coverage under COBRA. The Plan Administrator will send a written notice to the Employee and any other Covered Family Member to explain why the Family Members are not Eligible to continue coverage.

**When Continued Coverage Ends:** Continued coverage will end for any person when:

- (1) The cost of continued coverage is not paid when it is due, or
- (2) That person becomes enrolled in Medicare after their COBRA election date under this Plan, or
- (3) That person becomes covered under any other health plan after their COBRA election date under this Plan, except one that contains a Pre-Existing Condition provision, or
- (4) The Plan terminates for everyone, or
- (5) The maximum period of extension under this provision ends (18, 29, or 36 months).

If the period of continued coverage was extended from 18 to 29 months due to a person's entitlement to Social Security disability, coverage for that person and for all COBRA Beneficiaries who were entitled to the disability extension will end as of the first of the month beginning 30 days after the date the Covered Family Member is no longer disabled. The person receiving extended coverage as a disabled COBRA Beneficiary is responsible for notifying the Plan Administrator (within 30 days of the Social Security determination) that he or she is no longer disabled.

When continued coverage terminates earlier than the 18, 29, or 36 months described above, the Plan Administrator will send a written notice to any Covered Family Member to explain why COBRA coverage terminated early.

**Notice Requirements:** If an Employee becomes eligible for COBRA, the Plan Administrator will notify each Covered Family Member of their right to continue coverage and the cost. The Plan Administrator will also notify each Covered Family Member of their right to continue coverage and the applicable cost in the event of an Employee's death or enrollment in Medicare.

Each Covered Family Member has an independent right to elect COBRA coverage, even if an Employee rejects COBRA coverage. The Employee or Covered Family Member must request continued coverage within 60 days from the date they are provided written notice of their eligibility to elect COBRA continued coverage. Any election (or rejection) of continued coverage may be changed for any reason during the 60-day election period. Failure to elect COBRA during the 60-day election period will result in the loss of all rights to continue coverage for the benefits available under this Plan.

If a spouse loses coverage due to a divorce or a legal annulment, or if a Child loses coverage because the Child no longer qualifies as a Dependent, the Employee, spouse or Dependent must notify the Plan Administrator within 60 days of the Qualifying event if they wish to continue coverage. Notify the Plan Administrator at the address in the section entitled "General Plan Information". Failure to notify the Plan Administrator within 60 days of the Qualifying event will result in the Covered Family Member losing all rights to continue coverage under this Plan.

It is very important to keep the Plan Administrator informed of the current address of all participants and beneficiaries who are or may become qualified COBRA Beneficiaries. You may notify the Plan Administrator at the address in the section entitled "General Plan Information".

The County is required to notify the Plan Administrator of the following qualifying events:

- (1) The Employee's loss of coverage due to termination of employment, other than by reason of gross misconduct.
- (2) An Employee's loss of coverage due to a reduction in hours.
- (3) The death of the Employee.
- (4) The Employee's entitlement to Medicare.

**Cost of Continued Coverage:** Any person who elects to continue coverage under the Plan must pay the full cost of the coverage plus any additional amounts set by law. If election is made after the Covered Family Member becomes eligible for COBRA, the first payment must reach the COBRA Administrator within 45 days of the election. It must cover the entire period prior to the election. There is a 30-day grace period allowed for subsequent payments. The cost of the continued coverage will be determined by a method defined by law. Calculation of COBRA premiums is made annually and may increase or decrease based on Plan experience.

**Pre-Existing Conditions:** Coverage can be continued under this Plan for any period of time that there is no coverage under another health plan due to a Pre-Existing Condition exclusion. If the Pre-Existing Condition limitation contained in the other health plan does not apply or the terms of the limitation have been satisfied, COBRA coverage under this Plan will be terminated, provided that the Covered Family Member became covered under the other health plan after his COBRA election date under this Plan.

**Trade Act of 2002:** An Employee whose loss of coverage qualifies for the Health Coverage Tax Credit will receive assistance with the cost of continued coverage. The loss of job must be due to trade-related reasons certified by the Department of Labor under the Trade Act of 2002.

Employees who qualify for assistance under the Trade Act of 2002 will also qualify for a second 60-day period to elect COBRA continuation coverage if the Employee is determined to be eligible for trade adjustment assistance after they lose coverage. The second 60-day election period will begin on the first day of the month in which a worker becomes eligible for federal trade adjustment assistance but the election period may not extend beyond six months after the initial loss of group health plan coverage.

If an Employee elects COBRA coverage during the second election period, coverage will begin on the first day of that second election period. There is no retroactive COBRA coverage for the gap between the initial loss of coverage and the first day of the second election period.

The second COBRA election period does not extend the original COBRA benefit period, which is still measured from the date of the loss of coverage due to the qualifying event.

If you have any questions about the Trade Act, you may call the Health Coverage Tax Credit Consumer Contact Center at (866) 628-4282. More information about the Trade Act is also available at [www.doleta.gov/tradeact](http://www.doleta.gov/tradeact).

**FMLA and USERRA Continuation Coverage:** If an Employee is on a leave of absence because of the Family and Medical Leave Act of 1993 (FMLA) or if an Employee is absent from Active Service by reason of "service in the uniformed services," within the meaning of Section 4303(13) of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Employee may elect continued coverage for a specified period of time. For more information on FMLA or USERRA continuation coverage contact the County.

## COORDINATION OF BENEFITS

This coordination of benefits provision applies to the payment of benefits provided in this Plan and an Other Plan. If you and your Dependents are covered under more than one health plan, the plans will coordinate the payment of benefits.

The Covered Family Member will receive the maximum benefit allowed including Coinsurance, Copayments and deductibles. The calculation of benefits payable for an Allowable Expense will be made by the Claim Administrator based on the Reasonable and Customary charge, any scheduled benefit, or by reviewing any negotiated (including preferred provider) fee schedules. The following rule will apply whenever a determination of an Allowable Expense must be made under this section:

- (1) When one plan determines an allowable expense by means of a reasonable and customary charge and the Other Plan(s) determines it by a different means, an allowable expense will be determined by the plan that is determined to be primary under this section.
- (2) When both plans determine an allowable expense by the same means (as a reasonable and customary charge or by means of the same schedule mentioned below) the determination of an allowable expense will not include any amount in excess of:
  - (A) Both plans' highest reasonable and customary charge, or
  - (B) Both plans' highest scheduled benefit, or
  - (C) Both plans' highest negotiated (preferred provider) fee schedule.

The Claim Administrator will calculate any benefit payable to a Covered Family Member based on the per claim method. Under this method for coordination of benefits, the maximum benefit payable to the Family Member for Covered Services is limited to 100% of the Allowable Expense on a per claim determination basis.



**When Coordination of Benefits Applies:** The plans coordinate the payment of claims for benefits and one of the plans pays the claim as the primary plan and the Other Plan pays the claim as the secondary plan. The primary plan pays benefits first. The secondary plan then coordinates the payment of the claim for benefits, up to the total Allowable Expense. No single plan will pay more than it would have paid without the coordination of benefits provision. A plan that has no coordination of benefits provision is automatically the primary plan.

When this Plan is determined to be the primary plan, the benefits of the Other Plan will be ignored for the purpose of determining the benefits payable under this Plan.

When this Plan is determined to be the secondary plan, the Claim Administrator will determine what expense is an Allowable Expense. Benefits payable under the Other Plan include the benefits that would have been payable had a claim been made for them. Under no circumstance will this Plan pay more than would have been paid had this Plan been the primary plan.

The coordination of benefit calculation will be made for each claim. No recalculation of benefits will be made for charges included in a prior claim.

The plan primarily responsible for payment of benefits is determined in the following order:

- (1) A plan that does not contain a coordination of benefits provision pays first.
- (2) Benefits available through state-mandated automobile fault, no-fault or tort insurance are primary over any benefits payable under this Plan.
- (3) The plan that covers a person as an active employee is primary over a plan that covers that person as a retired employee, COBRA beneficiary, or dependent.
- (4) The Plan that covers a person as a retired employee:
  - (A) Is primary over the plan covering that person as a COBRA beneficiary or dependent, or
  - (B) If eligible for Medicare, the Medicare Secondary Payer (MSP) rules are controlling. This means that the primary plan is the plan covering the person as a dependent of an active person, Medicare would be secondary, and the retiree plan would pay last unless a superceding Medicare Secondary Payer rule would control.
- (5) Except as stated in paragraph (6) below, if this Plan and an Other Plan cover the same child as a dependent of different persons called "parents," the plan of the parent whose birthday falls first in the year will be primary over the plan of the parent whose birthday falls second in the year. Birthday means month and day, not the year. If both parents have the same birthday, benefits for the plan that covered a parent longer are determined before those of the plan that covered the other parent for a shorter period of time. This also applies when the parents are not divorced or legally separated, whether or not they have ever been married.
- (6) If two or more plans cover a person as a dependent child of divorced or separated parents, whether or not the parents were ever married, benefits for the child are determined as follows:
  - (A) First, the plan of the custodial parent of the child;
  - (B) Second, the plan of the spouse of the custodial parent of the child;
  - (C) Third, the plan of the non-custodial parent of the child;
  - (D) Last, the plan of the spouse of the non-custodial parent of the child.
  - (E) However, if the terms of a Qualified Medical Child Support Order (QMCSO) or other court order state that one of the parents is responsible for the health care expenses of the child, the benefits of that plan are determined first. When the specific terms of a QMCSO state that the parents shall share joint custody, but do not specify which parent has financial responsibility for the health care expenses of the child, the Plan will

determine primary coverage by the birthday rule. If the responsible parent named in the QMCSO does not have health care coverage for the dependent child, but that parent's spouse does have coverage for that child, then the spouse's plan will be primary.

- (7) When the above rules do not establish an order for the coordination of benefits, the plan that covered the person longer will be primary.

When a claim is submitted on behalf of any Covered Family Member, the Claim Administrator will need all information about any Other Plan providing coverage. The Claim Administrator has the right to release or obtain any related information and make or recover any payments it considers necessary to administer these provisions.

When medical coverage under an Other Plan is primary and the coverage under this Plan is secondary, submit any claim to the Other Plan first. Then, submit a copy of the "explanation of benefits" from the Other Plan when submitting the claim to the Claim Administrator of this Plan.

**Effect on Benefits:** If this Plan pays less than it would otherwise pay due to this coordination of benefits provision, only the reduced amount is applied to any maximum benefit limit described in the Coverage Summary. This Plan will not consider any charge in excess of what an HMO Provider or Preferred Provider has agreed to accept as payment in full.

**Continuation of Coverage:** A Covered Family Member may elect continuation of coverage under a right of continuation according to Federal law and also have coverage under an Other Plan. When coordination of benefits applies, the benefits of a plan that covers the Family Member as an employee, subscriber or retiree (or as the Dependent of that Family Member) will be determined first. The benefits under continuation of coverage will be determined second.

**When a Managed Care Plan is the Primary Plan:** If a managed care plan or health maintenance organization (HMO) Plan is the primary plan for a Covered Family Member and the Family Member elects to ignore its provisions, exclusions, or limitations, or chooses to go outside the Other Plan for treatment, this Plan will not accept liability or coordinate benefits for the charges not covered by the Other Plan.

**Right to Receive and Release Necessary Information:** The Claim Administrator has the right to receive or release any information considered necessary to administer these coordination of benefits provisions.

**Right of Recovery:** When the Plan pays benefits that should have been paid by an Other Plan, this Plan's Claim Administrator may recover any amount paid, either from the Other Plan or from the Covered Family Member. That recovery will count as a valid payment under the Other Plan.

When it is determined that an overpayment was made, the Claim Administrator may recover the overpayment from the source to which it was paid. An overpayment is any benefit payment that exceeds the Allowable Expense.

## THE EFFECT OF MEDICARE

The Plan will determine Medicare related benefits according to the provisions in this section when a Covered Family Member is eligible for Medicare.

When a Retiree has reached sixty-five (65) years of age, and is eligible for Medicare, they are obligated to apply for Medicare Parts A & B. The cost of the Medicare Part B premium shall be paid by the Retiree. This Plan will become secondary to Medicare Coverage.

**Medicare Due to Disability:** If a Covered Family Member becomes eligible for Medicare due to a disability, this Plan will not require such Family Member to enroll in Medicare in order to receive benefits from this Plan. The Plan also will not estimate or deny benefits based on what Medicare would have paid had the Family Member been enrolled. If the Family Member fails to enroll in Medicare, this Plan will be the primary payer.

**Eligibility for Medicare:** A Covered Family Member is eligible for Medicare when:

- (1) The Covered Family Member has coverage under Medicare, or
- (2) The Covered Family Member qualifies for coverage under Medicare, but has refused, discontinued, or failed to apply for Medicare coverage.

**The Effect of Medicare Secondary Payer Rules:** The Medicare Secondary Payer Rules require that this Plan be the primary payer of benefits for the following Covered Family Members who are also eligible for Medicare:

- (1) A Covered Employee in Active Service, including any individual on short term or long term disability for up to six months while that individual is an Employee, and
- (2) The Covered Dependent of an Employee in Active Service if the Dependent is also covered by Medicare.

This Plan will be the primary payer of medical expense benefits for a Covered Family Member who is also covered by Medicare unless the Employee or Dependent chooses to terminate coverage under this Plan and elects Medicare as the primary payer of medical expense coverage. But if the Employee elects Medicare as the primary payer of medical expense coverage, the Employee's medical benefits under this Plan will cease. If a Covered Dependent elects Medicare as the primary payer of medical expense coverage, the Dependent's medical benefits under this Plan will cease.

If an Employee is eligible for Medicare prior to becoming eligible for COBRA coverage, Medicare will be the primary payer.

When a Covered Family Member is eligible for Medicare due to end stage renal disease (ESRD) this Plan will be the primary payer for the first 30 months unless the Covered Family Member was already entitled to Medicare coverage as primary on the basis of age or disability and no other Medicare secondary payer rule applies. Medicare will be the primary payer of benefits after the first 30 months.

Regardless of any other provisions of this section, the Plan will be secondary to Medicare to the extent permitted by applicable law, and under no circumstances will the Plan pay more than its regular benefit.

**When Medicare is the Primary Payer:** When Medicare is primary payer of medical expense benefits the amount of health expense benefits payable will be calculated using the government exclusion method.

This means the Plan will calculate benefits with Medicare being the primary payer and this Plan's

benefits will be secondary to Medicare benefits. The Plan will determine benefits by reducing the covered expenses by those payable through Medicare. After reducing the Plan's covered expenses, the plan will determine the balance. Any expense that is not covered by Medicare but is a Covered Service under the Plan will be determined according to the provisions of the Plan.

When Medicare does not pay a claim because the Covered Family Member who is eligible for Medicare due to age refused, discontinued, or failed to apply for Medicare coverage, the Claim Administrator will estimate the amount of benefit Medicare would have paid on a non-discriminatory basis. The Claim Administrator's estimate will be used to determine the amount of any benefit payable for a Covered Service under this Plan.

Any benefits payable as calculated above will be determined before benefits are coordinated with any Other Plan. A benefit calculation will be made for each claim. No recalculation of benefits will be made for charges included in a prior claim based on that prior calculation of benefits.

**Medicare Assignment:** Assignment is an agreement between Medicare, physicians, suppliers and other health care providers who agree to accept the Medicare approved amount as payment in full for services. The Medicare Covered Family Member is only responsible to pay the Medicare deductible and coinsurance amounts. Physicians, suppliers and other health care providers who have agreed to accept assignment from Medicare are not permitted to bill or collect from the Medicare Covered Family Member an amount that is over Medicare's approved amounts. This Plan will not cover any services in excess of the Medicare approved amount.

Some physicians, suppliers and other Health Care Providers do not accept Medicare assignment. Federal law limits the charges Medicare will reimburse when certain Providers refuse assignment to 15% over the Medicare-approved amount (called a limiting charge). When a limiting charge is applied to a Provider who does not accept Medicare assignment, the Provider is not allowed to bill or collect from the Covered Family Member any amount that is over the Medicare limiting charge. This Plan will not reimburse those Providers for any Covered Service in excess of Medicare's limiting charge.

**Medicare Advantage Plan:** Medicare offers a managed care program alternative to the traditional Medicare coverage called Medicare Advantage, or Medicare Part C. Medicare eligible Covered Family Members can choose to either remain in Medicare Parts A and B, or they can elect coverage under Medicare Advantage through an approved network of health care providers. If Medicare Advantage is elected, the Covered Family Member's care will be managed by that approved network. All treatment must be provided through the Medicare Advantage network.

If the Covered Family Member elects to receive services outside of the Medicare Advantage network, the expenses related to those unauthorized services will not be covered under this Plan.

A Covered Family Member who elects the Medicare Advantage plan will receive a membership card with the name of the Medicare Advantage network. A member of a Medicare Advantage plan can contact the Social Security Administration at the telephone number listed on their identification card to verify the name of their network.

## SUBROGATION/REIMBURSEMENT PROVISION

The Plan does not provide any coverage with respect to any accident, Sickness or Injury for which any party may be liable or legally responsible. If a Covered Member receives or expects to receive any payment from any source for expenses resulting from such accident, Sickness or Injury, you should not submit a claim for benefits under this Plan. Any such recovery will be deemed as compensation for medical expenses. Payment made by the Plan for any such accident, Sickness or Injury would be considered an overpayment and the Plan will seek reimbursement for such overpayment. The Plan, at its discretion, may authorize Plan benefits for expenses that would otherwise be covered by the Plan. Any such payments are subject to the Plan's subrogation or reimbursement rights.

The Covered Member is required to notify the Plan Administrator within 10 days of any accident, Sickness or Injury for which someone else may be liable. The Plan Administrator must also be notified within 10 days of the initiation of any lawsuit arising out of the accident, Sickness or Injury and the conclusion of any settlement, judgment or payment relating to the accident, Injury, or Sickness in any lawsuit to protect the Plan's claims.

**Subrogation Right:** Subrogation conserves Plan benefits by keeping a Covered Member from profiting by a double recovery for a Covered Service. As a condition for receipt of benefits under this Plan, Covered Members must agree to promptly reimburse the Plan first, before any other party is paid, if a Covered Member recovers any money damages for the accident, Sickness or Injury regardless of how the recovery is characterized, including damages for malpractice, from any other party on account of such accident, Sickness or Injury. The Plan Administrator has, to the extent of the full cost of any Covered Service paid under this Plan, a subrogated right to the Covered Member's recovery from such party.

The reimbursement required under this provision:

- (1) Applies even if the total recovery is less than the losses incurred as a result of the accident, Sickness or Injury suffered by the Covered Member has been fully compensated, or "*made whole*", by their recovery. This Plan specifically rejects the application of the made whole doctrine, and
- (2) Will not be reduced to reflect any of the costs of attorney's fees and disbursements incurred in obtaining such judgment or settlement, unless separately agreed to, in writing, by the Plan Administrator in the exercise of its sole discretion, and
- (3) Applies regardless of whether such funds are earmarked for pain and suffering or any other form of non-economic loss.

**Conditional Benefit Payment:** The Claim Administrator may provide benefits when a Covered Member receives a Covered Service. However, before such benefits are conditionally made, the Covered Member will be required to execute and timely deliver such documents or take such other action as is necessary to fully assure the rights and remedies of the Plan Administrator.

This right of subrogation allows the Plan to pursue any claims which the Covered Member has against any party, or insurer, whether or not the Covered Member chooses to pursue that claim.

The failure or refusal of the Covered Member to cooperate with and assist the Plan in pursuit of its right to subrogate any party claims may result in the forfeiture and termination of his entitlement to continue coverage under this Plan.

Subrogation under this section specifically does not apply to an individual health insurance policy that the Covered Member may have in force.

**Subrogation Agreement:** Once it has been determined that any party may be liable in any way for

the accident, Sickness or Injury you are required to provide in writing any expense for which any party may be liable. The Covered Member, authorized representative if a minor or unable to sign, or his or her legal representative, must execute and provide timely delivery of documents, notices or papers as may be required and must do whatever else is needed to secure the rights of the Plan, including the following:

- (1) The Covered Member or legal representative must agree, in writing, to provide the Claim Administrator with written notice whenever a claim is asserted or could be asserted against, and/or receipt of funds from any party for damages as the result of accident, Sickness or Injury, and
- (2) The Covered Member or legal representative must agree, in writing, on a form acceptable to the Claim Administrator, to reimburse the Plan at 100% for any benefits, past, present or future, paid on your behalf for any such accident, Sickness or Injury. This reimbursement can be from any settlement, judgment, or other payment that you obtain from the liable party, before any expenses are taken out, including but not limited to, attorney's fees and court costs, and
- (3) The Covered Member or legal representative of a minor Dependent must provide, in writing, an assignment of benefits or a lien against such proceeds, in favor of the Plan in the amount of any benefits paid by the Plan due to such accident, Sickness or Injury. The assignment of benefits will be valid against any judgment, settlement, or recovery that is or will be received from any party, and
- (4) The Covered Member receiving benefits further agrees that any funds received by the Covered Member or their attorney, if any, from any source for any purpose shall be held in trust until such time as the obligation under this provision is fully satisfied, and
- (5) The Covered Member will be responsible for the Plan's court costs and attorney's fees if the Plan needs to file suit to recover payments of expenses previously paid by the Plan.

## **UTILIZATION MANAGEMENT AND MEDICAL REVIEW**

**Pre-Certification:** The process by which the Plan's Medical Services Team evaluates a Pre-Service Claim is defined as Pre-Certification. A Covered Family Member must Pre-Certify the following Covered Services:

- (1) Admission to a Hospital (except for delivery) and admission to a Behavioral Health Care Facility, or
- (2) Admission to a Convalescent/Skilled Nursing Facility or Physical Rehabilitation Facility, or
- (3) Home health care, or
- (4) Organ transplants.

The Claim Administrator's acknowledgment that you have Pre-Certified services does NOT mean that the Plan has guaranteed that benefits will be payable for services rendered.

\*Pre-Certification is not required when Medicare is the primary payer. However, any Covered Service not payable by Medicare requires Pre-Certification as indicated above.

The certification process attempts to determine, in advance, the Medical Necessity of the services and the proposed length of stay. A second medical opinion may be used to approve the confinement, if necessary.

Whenever a physician recommends confinement or one of the above services, the Covered Family Member, the physician or an Authorized Representative must contact the Medical Services Team. A toll-free number is on the back of the Covered Family Member's benefit identification card. If a

Covered Family Member is admitted because of an Emergency, the Medical Services Team must be notified within 48 hours.

**Inpatient Maternity Care:** Pre-Certification is recommended but is not required for admissions for childbirth. Post-Certification is required in the event an admission for childbirth, including a Hospital stay for the newborn, exceeds 48 hours following a normal delivery or 96 hours following a cesarean section delivery. The Covered Family Member must contact the Medical Services Team within 24 hours or the next business day to certify the additional confinement. The Medical Services Team must be notified within 48 hours of an Emergency admission to a Hospital in connection with pregnancy but not delivery.

**Concurrent Stay Review:** Concurrent stay review is the process by which the Medical Services Team evaluates the attending physician's request for confinement which continues longer than what was originally Pre-Certified and approved. The Covered Family Member or an Authorized Representative must notify the Medical Services Team of such Concurrent Claim before the Covered Family Member is discharged. A request to Certify a Concurrent Claim will be evaluated within a reasonable period of time, but no longer than 15 days after receiving the request. The Medical Services Team will notify, verbally or in writing, the Covered Family Member or Authorized Representative, the physician, and/or the Hospital whether or not the Concurrent Claim is certified. Requests involving Urgent Care will be reviewed within the time limits described in the section entitled "Determination of Benefits".

**Utilization Management:** The Plan Administrator reserves the right to incorporate a utilization management program into the Plan's benefit provisions. If alternative services are recommended which are not specified in the Plan as Allowable Expenses, the Plan Administrator shall have the right to approve reimbursement of such services. Utilization Management means the systems, strategies, and mechanisms needed to manage appropriate, Medically Necessary and cost-effective health care services.

Utilization Management is intended to:

- (1) Assure high quality care and treatment, and
- (2) Propose alternative treatments to avoid unnecessary or lengthy confinements and surgeries, and
- (3) Promote cost-effective health care, and
- (4) Monitor the treatment plan for Covered Family Members with chronic Sickness or catastrophic Injury through medical case management.

When an alternate service involves care at home or is for rehabilitative purposes, the Claim Administrator may provide benefits for the alternate service as an Allowable Expense.

**Case Management and Centers of Excellence:** In the event of a catastrophic Injury or Sickness, a Covered Family Member may require long-term, perhaps lifetime care. Case Management monitors such patients and explores, discusses and recommends coverage for coordinated and/or alternate types of appropriate Medically Necessary care.

In certain cases, the case manager may recommend coverage of alternative care and/or treatment when Medically Necessary and cost effective at a Center of Excellence, a facility with proven expertise and success rates in the specific type of care and/or treatment needed. If the alternative treatment plan is approved, the Plan Administrator may direct the Plan to cover Medically Necessary expenses as stated in the alternative treatment plan, even if the Plan would not normally pay those expenses.

## DETAILED DESCRIPTION OF BENEFITS

This Plan only makes payment decisions based on the benefits provided. It is the responsibility of the patient and the attending physician to decide whether treatment should be rendered regardless if the services are totally or partially covered, or excluded from coverage under the Plan. The Plan does not and cannot make treatment decisions. The Plan does not select or take any responsibility for the proper or improper performance of any healthcare provided.

Benefits payable under the Plan will be subject to any applicable Coinsurance, Copayments, maximums and deductible amounts, and any limitations as described in the Coverage Summary.

### POINT OF SERVICE PROGRAM

Under this Plan, a Covered Family Member has the option to receive healthcare services from either a Provider who is a member of a Preferred Provider Network, if applicable, or from a Provider who is not a member of a Preferred Provider Network. If you or your Covered Dependent seeks care or treatment from a member of the Preferred Provider Network, medical expense benefits will be paid by the Plan according to the Preferred Provider Reimbursement Schedule. The Claim Administrator will pay benefits directly to the Provider for Covered Services less any applicable Coinsurance, deductible, or Copayment.

### MEDICAL EXPENSE BENEFITS

The Plan will pay benefits for **Medically Necessary Covered Services** subject to any applicable Coinsurance, Copayments, maximums and deductibles, and any limitations, as shown in the Coverage Summary and elsewhere in this Plan Document. The benefit payment will be based on whether the Covered Family Member chooses to receive care from an in-network or out-of-network Provider.

Allowable Expenses are identified by codes as indicated in the Current Procedural Terminology (CPT) manual developed by the American Medical Association, HCFA-1450 (UB-92), or the Common Procedure Coding System (HCPCS) developed by the Health Care Financing Administration. Covered Medical conditions are identified in the International Classification of Diseases, 9<sup>th</sup> edition (ICD-9). Covered Services include:

- (1) **Allergy Care.** The Plan covers allergy treatment including, but not limited to, office visits, serum, scratch testing, and laboratory testing. Allergy serum that is covered under the Prescription Drug Expense Benefit will not be covered as a Medical Expense Benefit.
- (2) **Ambulance and Paramedic Services.** The Plan covers Medically Necessary ambulance or paramedic services in connection with an inpatient confinement or outpatient Emergency treatment to the nearest facility that can provide the necessary care. Air ambulance transportation is covered if Medically Necessary and if no other mode of transportation is appropriate. Ambulance service used to transport a Covered Family Member from a Hospital or other health care facility or to inpatient confinement at another Hospital or health care facility and home is also covered when Medically Necessary.

**Ambulance and Paramedic Limitations and Exclusions:** Transport is limited to Medically Necessary transportation by an ambulance. The ambulance must be licensed by the State in which it operates.

- (3) **Anesthesia.** The Plan covers anesthesia and its administration. Acupuncture in lieu of anesthesia is a covered expense.



(4) **Blood, Blood Products and Blood Transfusions.** The Plan covers blood, blood products (including plasma and derivatives) and blood transfusions. The Plan also covers blood donation expenses for Covered Family Members who wish to donate their own blood for their own upcoming surgery or procedure.

(5) **Cardiac Rehabilitation.** The Plan covers services for cardiac rehabilitation rendered at a Hospital or freestanding cardiac rehabilitation center. Services must be Medically Necessary due to certain medical conditions, including, but not limited to, post heart transplants, dilated cardiomyopathy, post myocardial infarction, post bypass surgery or angioplasty.

**Cardiac Rehabilitation Exclusions and Limitations:** This benefit is limited to expenses for telemetric monitored exercise for cardiac rehabilitation only. No other exercise programs are covered. Related testing procedures and physicians exams will be considered separately. Maintenance cardiac rehabilitation is not covered.

(6) **Chemotherapy and Radiation Therapy.** The Plan covers chemotherapy and radiation therapy.

(7) **Chiropractic Care.** The Plan covers the services of a chiropractor. Covered Services include the detection and correction, by manual or mechanical means, of misalignment or subluxation of the vertebral column.

**Chiropractor Limitations and Exclusions:** Therapy performed to stabilize a chronic condition or prevent deterioration is not covered. Maintenance therapy that seeks to prevent disease, promote health, prolong life, and enhance the quality of life is not covered.

(8) **Contraceptives.** The Plan covers contraceptive drugs and devices administered by a Provider, including but not limited to: IUDs; contraceptive implants such as Norplant; and contraceptive injections such as Depo-Provera. Such contraceptives are covered as a service of the Provider who administers them. Contraceptives that are covered under the Prescription Drug Expense Benefit will not be covered as a Medical Expense Benefit.

(9) **Convalescent/Skilled Nursing Facility.** The Plan covers inpatient charges if the confinement starts within 30 days of a Hospital stay or 30 days of another Convalescent/Skilled Nursing or Physical Rehabilitation Facility confinement. The previous inpatient Hospital confinement must have been for a minimum of three consecutive days for which inpatient Hospital expense benefits are payable by the Plan. A plan of treatment must be established by the attending physician and must demonstrate the Medical Necessity of the treatment, including the need for continuous care by a physician and 24-hour-a-day skilled nursing care. The physician must be qualified in the state of jurisdiction to prescribe the plan of treatment recommended, must remain available to visit the patient during the admission and provide the patient continuous care. The physician may not have any financial interest in the Convalescent/Skilled Nursing Facility.

The Plan covers the daily charge for room and board that does not exceed the semi-private rate. If the facility does not have a semi-private room available, the Plan will pay the lowest daily rate for the private room and board charge. Outpatient care for physical, occupational, and speech therapy and other services shown in the Coverage Summary is covered.

Any admission to a Convalescent/Skilled Nursing Facility must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

- (10) **Diabetic Education.** The Plan covers diabetic self-management education to ensure the Covered Family Member is educated in the proper self-management and treatment of his diabetic condition.

**Diabetic Education Limitations and Exclusions:** Coverage is limited to visits for the diagnosis of diabetes, when a physician diagnoses a significant change in the Covered Family Member's symptoms or conditions which necessitates changes in the Covered Family Member's self-management, or where reeducation or refresher education is necessary. Coverage includes home visits when Medically Necessary.

The diabetic education must be provided by a physician or other licensed Health Care Provider, or his staff, as part of an office visit for diabetes diagnosis or treatment, or by a certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian, upon the referral of a physician or other licensed Health Care Provider.

- (11) **Diagnostic Tests.** The Plan covers diagnostic tests performed both inside and outside a Hospital including, but not limited to, diagnostic laboratory services, diagnostic x-ray tests, diagnostic tests (EKG, EEG, etc.), non-routine mammograms and pap smears, and non-routine prostate specific antigens (PSAs).
- (12) **Dialysis and Hemodialysis.** The Plan covers dialysis and hemodialysis rendered by a licensed technician.
- (13) **Durable Medical Equipment, Prosthetics, Braces (Orthotics), Medical Supplies, and Oxygen.** The Plan covers the following services, subject to review of Medical Necessity and the patient's condition:

- (A) **Durable Medical Equipment.** The Plan covers rental or, at the Plan's option, purchase of Durable Medical Equipment. The Plan also covers necessary maintenance and repairs of purchased Durable Medical Equipment. Maintenance and repairs can be paid on a per session basis or through an approved maintenance agreement.
- (B) **Prosthetic Devices.** The Plan covers the fitting and purchase of prosthetic devices that take the place of a natural internal or external part of a Covered Family Member's body (including, but not limited to, breast prostheses and initial mastectomy bra following a covered mastectomy) or that are needed due to a congenital or functional defect of a Covered Dependent Child.

The Plan covers eye exams and contact lenses for aphakic patients and cataract patients who do not receive implants, and soft lenses or sclera shells intended for use in the treatment of Sickness or Injury. Coverage will only be provided when necessitated by damage to the natural eye as a result of an Injury as stated above, or a Sickness which results in similar damage. Services must restore or rehabilitate any resulting loss of vision.

- (C) **Braces (Orthotics).** The Plan will provide benefits for custom made/fitted orthotics (brace), such as a back brace (orthotic), ankle foot orthosis (braces), and orthopedic shoes that are an integral part of a brace, when prescribed or furnished by a physician, podiatrist, or orthotic specialist.

**Braces (Orthotics) Limitations and Exclusions:** The Plan does not pay for orthopedic shoes, lifts, supports, and/or other orthopedic devices to be attached to or worn in shoes, unless such devices or their use is determined to be both: (a) an alternative to surgical correction, or is required due to therapeutic processes, and (b) such devices are custom made and designed solely for the individual requiring the orthopedic device.

- (D) **Medical Supplies.** The Plan covers certain medical supplies for use outside of a Hospital, Convalescent/Skilled Nursing Facility, or a Physical Rehabilitation Facility ordered by a physician such as casts, splints, catheters and ostomy bags. Medically Necessary custom fitted compression garments prescribed by the physician are also covered.
- (E) **Diabetic Supplies and Equipment.** The Plan covers Medically Necessary diabetic supplies and equipment including, but not limited to, blood glucose monitors, test strips for glucose monitors, visual reading and urine test strips, injection aids and cartridges for the legally blind, syringes, insulin pumps and supplies, and data management systems. Diabetic supplies and equipment that are covered as a Prescription Drug Expense Benefit will not be covered as a Medical Expense Benefit.
- (F) **Oxygen.** The Plan covers oxygen and the administration of oxygen. When the Plan covers the purchase of equipment used to administer oxygen, the Plan also covers necessary maintenance and repairs.

**Durable Medical Equipment, Prosthetics, Braces (Orthotics), Medical Supplies, and Oxygen Limitations and Exclusions:** Items used primarily for cosmetic purposes are considered not Medically Necessary. The Plan does not cover the cost of delivery and set up of deluxe equipment when standard equipment is available and adequate, or the cost of materials used to manufacture equipment.

Foot orthotics, inserts or appliances whether or not custom made are not covered under the Plan.

Wigs, hair prostheses or hair implants are not covered.

Adjustments, maintenance and repairs to covered devices and medical supplies are covered if necessary due to normal wear or when required by a change in the patient's condition. Covered Services can be paid on a per session basis or through an approved maintenance agreement, unless covered by a manufacturer's warranty or purchase agreement. The Plan will also cover Medically Necessary loaner equipment used while repairs are being made.

The replacement of a Medically Necessary Covered Service is covered only if:

- (A) The patient has experienced a change in their physiological condition, or
- (B) Required repairs would exceed the cost of a replacement device or the parts that need to be replaced, or
- (C) There has been irreparable change in the device's condition or in a part of the device due to normal wear and tear and the device is no longer under warranty.

- (14) **Freestanding Surgical Facility.** The Plan covers Medically Necessary treatment rendered in a Freestanding Surgical Facility.

- (15) **Genetic Testing.** The Plan covers Genetic Testing, and associated counseling, when Medically Necessary or medically appropriate as determined by the Medical Services Team criteria and peer-reviewed literature. Genetic Testing may be covered when it is necessary to establish a molecular diagnosis of an inheritable disease when the following criteria are met:
- (A) The Covered Family Member has a family or personal history which indicates a significant risk for a genetic defect, and
  - (B) The result of the test will directly impact the treatment being delivered to the Covered Family Member; and
  - (C) After history, physical examination, pedigree analysis, genetic counseling, and completion of conventional diagnostic studies, a definitive diagnosis remains uncertain.
- (16) **Home Health Care.** The Plan covers home health care as shown in the Coverage Summary if:
- (A) The services are supervised by a licensed physician under a written treatment plan. The plan must be filed with the Claim Administrator. The physician may not have any financial relationship with the Home Health Care Agency furnishing the services. The physician must be qualified under the law of the state to certify the need for home health care and the plan of treatment. It is expected that the physician will see the patient although there is no specified time interval for those visits;
  - (B) The services are provided by a Home Health Care Agency as defined in the Plan;
  - (C) The Home Care is related to a Sickness or Injury for which you were hospitalized, or without these services the Covered Family Member would need to be admitted to a Hospital or Skilled Nursing Facility.

Covered Services include:

- (A) Part-time or intermittent nursing care by or under the supervision of a registered nurse;
- (B) Part-time or intermittent home health aide services, provided that such services consist primarily of caring for the patient and do not include Custodial Care;
- (C) Therapy services if provided by Home Health Care Agency personnel. This means acute services, limited to physical therapy, occupational therapy, and speech therapy;
- (D) Medical supplies and drugs prescribed by a Provider and laboratory services, to the same extent that laboratory services would have been covered if the Covered Family Member were inpatient at a Hospital or Skilled Nursing Facility.

Each visit by an employee of the Home Health Care Agency or 4 hours of Home Health Aide service will be considered one health care visit.

**Home Health Care Limitations and Exclusions:** Charges are not covered for care and treatment not outlined by the physician in the home health care plan, or home health care incurred during any period when the Covered Family Member is not under the care of a physician. No coverage will be provided for custodial care or for services by a relative of the Covered Family Member or a person who normally resides in the Covered Family Member's home.

Home Health Care must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

- (17) **Hospice Care.** A Covered Family Member diagnosed with a terminal illness and a life expectancy of six months or less may receive care by a certified Hospice Care Agency. Hospice care consists of services and supplies, including prescription drugs, provided by the hospice to the extent they are otherwise covered by this Plan. Treatment may be furnished in a Hospice Facility or Hospital, or on an outpatient basis in the terminally ill Covered Family Member's home under a home care plan provided by a hospice. The Plan covers charges for respite care. Respite care is intended to provide temporary relief to the family or other caregivers during emergency situations and from the daily demands for caring for the terminally ill Covered Family Member. Inpatient respite care need not meet the normal Medically Necessary criteria for admissions. Hospice care includes bereavement counseling furnished to the family of the terminally ill Family Member by the Hospice Care Agency until one year after the patient's death. Bereavement counseling may be provided before or after the Covered Family Member's death.

**Hospice Care Limitations and Exclusions:** The Plan does not cover:

- (A) Charges for a physician employed by the Hospice, or
- (B) Any confinement, unless part of respite care, not required for pain control or other acute or chronic system management, or
- (C) Services or supplies provided by volunteers or others who do not regularly charge for their services, including pastoral counseling, or
- (D) Funeral services or arrangements, or
- (E) Legal or financial counseling or services, or
- (F) Services, except bereavement counseling, supplied to other Family Members, other than the terminally ill Family Member.
- (G) Bereavement counseling later than one year after the patient's death, or
- (H) Any expense incurred by a Covered Family Member which is listed in the section entitled "Plan Exclusions".

- (18) **Hospital Services.** The Plan covers inpatient and outpatient treatment in the Hospital:

- (A) **Inpatient Hospital Admission.** The Plan covers Hospital miscellaneous expenses and semi-private room and board accommodations. The Plan covers the daily charge for room and board that does not exceed the semi-private rate unless it is determined that the private room was Medically Necessary. If the facility does not have a semi-private room available, the Plan will pay the lowest daily rate for the private room and board charge.

All inpatient Hospital admissions, except in connection with childbirth, in which case Post-Certification may be required, must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

With respect to a confinement related to a dental procedure, the Plan covers anesthesia and Hospital expenses regardless of whether or not the actual dental procedure is covered. The confinement must be Medically Necessary.

**Inpatient Hospital Admission Limitations and Exclusions:** The Plan does not cover charges for personal items including, but not limited to, telephone, television and guest trays.

- (B) **Outpatient Hospital Treatment.** The Plan covers expenses in the outpatient department of the Hospital. Covered Services include, but are not limited to, outpatient diagnostic testing, chemotherapy, radiation and dialysis.

With respect to outpatient Hospital treatment related to a dental procedure, the Plan covers outpatient anesthesia and Hospital expenses regardless of whether or not the actual dental procedure is covered. The services must be Medically Necessary.

- (C) **Emergency Room Treatment.** The Plan covers Medically Necessary treatment of a medical Emergency in the Emergency room.

Emergency means a sudden onset of symptoms that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably determine that the absence of immediate medical attention would result in serious physical impairment or death. It also means a situation in which a Covered Family Member appears to have a mental or emotional disorder for which immediate observation, care and treatment is necessary to avoid serious harm to the Covered Family Member or others. Emergency care must be given within 72 hours of the accident, injury or sudden onset of illness.

**Emergency Room Treatment Limitations and Exclusions:** Medical, dental or Behavioral Health related treatment that does not meet the definition of an Emergency, as defined by the Plan, is not covered.

- (19) **Infertility Treatment.** The Plan covers Medically Necessary diagnostic services and treatment of the Sickness or Injury that is the cause of infertility. Treatment must be rendered on an outpatient basis. The Plan also covers artificial insemination.

**Infertility Treatment Limitations and Exclusions:** The Plan does not cover any service that provides assistance in achieving a pregnancy, except for artificial insemination. We will not make any payment for or related to donor sperm or the testing or processing of donor sperm, whether or not related to artificial insemination. The following procedures and similar procedures intended to achieve a pregnancy are excluded from coverage under this Plan's Medical Expense Benefit: in-vitro fertilization, in-vivo fertilization, gamete inter-fallopian transfer (GIFT), zygote Inter-fallopian transfer (ZIFT) or similar procedures to achieve a pregnancy.

- (20) **Infusion Therapy.** The Plan covers Medically Necessary treatment by a covered Provider for infusion of antibiotics, chemotherapy, and other infusion therapies in the Covered Family Member's home or Provider's office. Covered Services include:

- (A) Medical care for the patient receiving infusion therapy via central venous line or standard intra-venous route;
- (B) Other infusion therapies, including hydration, antibiotics, chemotherapy, pain management, and certain blood products;
- (C) Related nursing care and supplies.

- (21) **Maternity Care.** The Plan covers charges in connection with prenatal care, delivery and postpartum care, including inpatient routine nursing care. Maternity care includes, but is not limited to, pre and post natal office visits, associated diagnostic tests, laboratory tests and x-ray charges, semi-private room, general nursing care, Provider services, anesthesia if Medically Necessary, and ancillary services.

The Plan covers Maternity Care for a Dependent Child. The Plan covers complications of a pregnancy for a Dependent Child. The Plan covers an elective abortion (chemically or surgically induced).

*The provisions of the Newborns' and Mothers' Health Protection Act of 1996 provide for a minimum length of stay for the birth of a newborn. Benefits payable under this Plan for a maternity-related Hospital stay must not be restricted for the mother or the newborn to less than 48 hours following a normal delivery or less than 96 hours following a cesarean section unless a shorter stay is agreed to by both the mother and her attending physician.*

All inpatient Hospital confinements in connection with childbirth in excess of 48 hours following a normal delivery or 96 hours following a cesarean section must be Post-Certified as described in the section entitled "Utilization Management and Medical Review".

- (22) **Mental Illness Treatment.** The Plan covers inpatient confinement for Mental Illness in a Hospital or a Behavioral Health Care Facility. Partial Hospitalization is covered when Medically Necessary.

The Plan also covers outpatient treatment, including Emergency visits. Outpatient treatment may be furnished in an outpatient department of a Hospital, including the Emergency room, in a Behavioral Health Care Facility, or in a physician's office.

The Plan covers Medically Necessary electro-shock therapy when provided at a Hospital. Associated expenses for a Hospital operating room and for the anesthesiologist are covered.

All inpatient admissions for the treatment of Mental Illness must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

**Mental Illness Treatment Limitations and Exclusions:** Treatment must be directly related to a Mental Illness (as defined). Benefits are not payable for care primarily directed at raising the level of consciousness, social enhancement, retraining, professional training, educational therapy, mental retardation, developmental delays, cognitive training, or counseling limited to everyday problems of living, marriage counseling, family situational counseling, sex therapy, or support groups. Under no circumstances will benefits be provided for therapy that includes the satisfaction of requirements for professional training.

- (23) **Newborn Care.** The Plan covers newborn care including nursery charges, charges for routine Provider examinations and tests and charges for routine procedures such as circumcision.

Pre-Certification is recommended, but not required when the newborn will be a Covered Family Member but the mother will not be Covered. Post-Certification is required when any newborn's Hospital confinement exceeds 48 hours after birth following a normal delivery or 96 hours after birth following a cesarean section.

- (24) **Nutritional Counseling.** The Plan covers Medically Necessary nutritional counseling by a certified dietician/nutritionist when prescribed by a physician.

- (25) **Nutritional Supplements.** The Plan covers the cost of nutrition formulas that are given enterally (through a feeding tube) for home use prescribed by a Provider as a

Medically Necessary, effective treatment of a condition that would cause malnourishment, chronic disability, mental retardation, or death. Treatment must be rendered according to a written treatment plan and must be approved prior to the services being rendered.

Enteral formulas have been proven to be effective in the treatment of Crohn's disease, multiple severe food allergies, inherited diseases of the amino acid and organic acid metabolism, gastroesophageal reflux with failure to thrive, disorders of gastrointestinal motility such as chronic pseudo-obstruction and other diseases not listed.

**Nutritional Supplements Limitations and Exclusions:** The Plan does not cover modified solid food products. Nutritional supplements that are taken electively are not covered.

- (26) **Obesity Treatment.** The plan covers treatment of obesity as defined by the National Heart Lung Blood Institute.

**Outpatient Treatment.** The Plan covers outpatient treatment of obesity if a Covered Family Member has a body mass index (BMI) of greater than 30. Treatment must be rendered according to a written treatment plan. A course of treatment begins and ends as specified in the treatment plan or sooner if the Covered Family Member discontinues treatment. The treatment plan must be approved prior to the services being rendered.

**Surgical Intervention.** Weight loss surgery may be an option for Covered Family Members with clinically severe obesity with a BMI of greater than 40 or a BMI of greater than 35 with an underlying co-morbid condition when other weight loss treatment methods have failed and the Covered Family Member is a high risk for obesity associated Sickness. Surgical intervention must be approved prior to the services being rendered.

**Obesity Treatment Limitations and Exclusions:** The Plan covers one course of treatment, including surgical intervention, per Lifetime per Covered Family Member. Anything not included or not approved in the written treatment plan is not covered. Prescription appetite or weight control drugs are not covered under the Medical Expense Benefit when included as part of a written treatment plan. Contact the Pharmacy Benefit Manager for possible coverage of these items. Non-prescription appetite or weight control drugs, dietary supplements, special foods or food supplements, health or weight control centers or resorts and health club memberships, subscriptions to books and exercise equipment also are not covered.

- (27) **Occupational Therapy.** The Plan covers occupational therapy rendered by a licensed occupational therapist. The therapy must be Medically Necessary as outlined in a plan of treatment by the attending physician and expected to restore bodily functions within a reasonable period of time.

**Occupational Therapy Limitations and Exclusions:** Therapy designed to prevent further deterioration is not covered.

- (28) **Organ and Bone Marrow Transplants.** The Plan covers Medically Necessary organ and bone marrow transplants, including Medically Necessary stem cell transplants, that are not considered Experimental or Investigative.



The Plan covers services directly related to the donation of an organ for transplantation to a Covered Family Member. The Plan does not cover services if you are donating an organ for transplantation to a person not covered by this Plan. The donor's covered expenses will consist of medical expenses incurred to donate the organ or bone marrow.

The following conditions must apply to such procedures:

- (A) The procedure must be performed at a facility known for having an effective program for doing such procedures, and
- (B) The Covered Family Member must be a likely candidate for the successful outcome of such a procedure, and
- (C) Medical expenses for the donor and the recipient must be considered Allowable Expenses under this Plan.

Benefits are payable for the following:

- (A) The cost of registering the Covered Family Member recipient with a transplant registry.
- (B) Pre-transplant services provided to donors in anticipation of a transplant. Covered Services include laboratory tests (including tissue typing), and general medical evaluations.
- (C) Acquisition services for an organ or bone marrow from a living donor or from a cadaver. Organ transplant expenses to include transportation of the organ to the place of transplantation, including the cost of a technician, packing and preservation, and injections of antibodies, but not charges for lodging or meals of a courier, or finder's fees.
- (D) Charges for transportation of the recipient from one facility to another facility where the procedure will be performed.
- (E) Routine post-operative care for both the recipient and donor as well as for complications that result from the procedure.

Organ transplants must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

**Organ and Bone Marrow Transplants Limitations and Exclusions:** The Plan does not cover:

- (A) Legal fees, finder fees, and any other fee paid to or on behalf of the donor for the organ or bone marrow.
  - (B) Charges incurred for mechanical devices designed to replace human organs (except for charges for a kidney dialysis machine or use of a mechanical heart to keep a patient alive until a human heart donor becomes available).
  - (C) Charges incurred for keeping a donor alive for transplant purposes.
  - (D) Travel expenses (including meals and lodging) incurred by a live donor, travel companion or the recipient incurred to any transplant center.
- (29) **Physical Rehabilitation Facility.** The Plan covers charges by a Physical Rehabilitation Facility. The Plan covers inpatient charges if the confinement starts within 30 days of a Hospital stay or 30 days of another Physical Rehabilitation Facility or Convalescent/Skilled Nursing Facility confinement. The previous inpatient Hospital confinement must have been for a minimum of three consecutive days for which inpatient Hospital expense benefits are payable by the Plan. A plan of treatment must be established by the attending physician at the time rehabilitation service is provided and must demonstrate the Medical Necessity of the treatment,

including the need for continuous care of a physician and 24-hour-a-day skilled nursing care. The physician must be qualified in the state of jurisdiction to prescribe the plan of treatment recommended, must remain available to visit the patient during the admission and provide the patient continuous care. The physician may not have any financial interest in the Physical Rehabilitation Facility.

The Plan covers the daily charge for room and board that does not exceed the semi-private rate. If the facility does not have a semi-private room available, the Plan will pay the lowest daily rate for the private room and board charge. Outpatient care for physical, occupational, and speech therapy and other services shown in the Coverage Summary is covered.

Any admission to a Physical Rehabilitation Facility must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

- (30) **Physical Therapy.** The Plan covers physical therapy rendered by a licensed physical therapist. The therapy must be Medically Necessary as outlined in a plan of treatment by the attending physician and expected to restore bodily function within a reasonable period of time.

**Physical Therapy Limitations and Exclusions:** Therapy designed to prevent further deterioration is not covered.

- (31) **Physician and Health Care Providers.** The Plan covers:

- (A) **Office and Inpatient Visits.** The Plan covers non-surgical office and inpatient visit charges by a physician or other Provider for treatment of an Injury or Sickness. Inpatient or outpatient Provider visits and office consultations by a specialist are also covered.
- (B) **Surgery.** The Plan covers Medically Necessary surgery, co-surgery, assistant surgery, and Reconstructive Surgery.

Surgery (including multiple surgery or multiple surgical procedures) is defined by the American Medical Association's Current Procedural Terminology (CPT) and by the Healthcare Common Procedure Coding System (HCPCS). All surgical procedures, including multiple surgical procedures, are subject to clinical edits and must fall within standards of practice as defined by the American Medical Association, are subject to review for Medical Necessity, and approval by the appropriate governmental agency. Surgery will include physical complications in all stages of covered surgeries including, but not limited to, mastectomies and lymphedema.

- (C) **Second Surgical Opinion.** The Plan covers charges for a second surgical opinion including associated x-rays and tests. This Plan also covers charges for a third opinion, including associated x-rays and tests if necessary, if the second opinion differs from the first.

Second opinions, (and third opinions when necessary), must be rendered by physicians who are board certified, and qualified by reason of their specialty, to give an opinion on the proposed surgery or Hospital admission. The physician must not be a business associate of the physician who recommended surgery or the Hospital admission.

- (D) **Second Medical Opinion.** The Plan covers charges for a second medical opinion by an appropriate specialist for either a positive or negative diagnosis of cancer, a recurrence of cancer, or a recommendation of a course of treatment for cancer.
- (E) **Treatment of an Injury to the Teeth.** The Plan covers treatment of an Injury to sound, natural teeth. The Injury must not be caused, directly or indirectly, by biting or chewing, and all treatment must be complete within 12 months of the date of the Injury. Treatment includes replacing natural teeth lost due to such Injury. A sound natural tooth is any tooth that has adequate bone structure, healthy periodontium, and healthy support tissue. A tooth may have been restored in any manner including fillings or a crown but will still be considered a sound and natural tooth as long as the “support” of the tooth remains intact. The above dental services will be covered if they can be identified in the Current Dental Terminology (CDT) developed by the American Dental Association.
- (32) **Podiatrist.** The Plan covers charges by a podiatrist for treatment of an Injury, Sickness, or deformity of the feet.
- (33) **Preadmission Testing.** The Plan covers preadmission testing prior to surgery. Tests must be performed in association with a planned admission and must be accepted by the Hospital in place of the same post-admission tests. Tests repeated after admission or before surgery are not covered, unless the admission or surgery is deferred solely due to a change in the health of the Covered Family Member.
- (34) **Prescription Drugs.** The Plan covers prescription drug expenses as described under the section entitled “Prescription Drug Expense Benefit”.

The Medical Expense Benefit portion of the Plan will also cover the associated administration or insertion of the covered prescription medication or covered device.

**Prescription Drugs Limitations and Exclusions:** Prescription drugs dispensed but not administered in the physician’s office are not covered.

- (35) **Preventative Care and Well Care.** The Plan covers:
  - (A) **Preventative Care for a Child.** The Plan covers routine preventative/well-care visits up to age 19 for a Dependent Child.

This benefit includes an initial Hospital check-up and well-child visits as recommended by the attending physician and in accordance with the standards of the American Academy of Pediatrics. Covered Services include the following: medical histories, complete physical exams, developmental assessments, anticipatory guidance, appropriate immunizations, x-ray, lab tests and other routine tests ordered at the time of the visit which are done in the physician’s office, in a clinical laboratory or x-ray facility.
  - (B) **Preventative Care for an Adult.** The Plan covers routine preventative care for an adult Covered Family Member as recommended by the attending physician. Such care includes the HPV vaccine (up to age 26) medical testing, routine physical exams including related laboratory tests, and x-rays.

- (C) **Routine Pap Smears and Pelvic Exams.** The Plan covers charges for routine pap smears and pelvic exams as described in the Coverage Summary as recommended by the attending physician and that are accepted medical practice.
- (D) **Routine Mammography Screening.** The Plan covers charges for routine mammography screenings as described in the Coverage Summary and subject to the following limitations:
  - (i) One baseline mammogram between the ages of 35 and 39;
  - (ii) One mammogram every two years between the ages of 40 and 49;
  - (iii) One mammogram each year age 50 and over;
  - (iv) A mammogram at any age for a Covered Family Member with a personal or family history of breast cancer.
- (E) **Prostate Cancer Screening.** The Plan covers prostate cancer screening, including an annual digital rectal examination and a prostate specific antigen test as recommended by the attending physician.
- (F) **Colon Cancer Screening.** The Plan covers routine screening colonoscopies as recommended by the attending physician
- (G) **Family Planning.** The Plan covers Allowable Expenses related to family planning including voluntary sterilization of males and females. The reversal of a voluntary sterilization is not covered. The Medical Expense Benefit portion of the Plan covers contraceptive devices, such as intrauterine devices (IUDs), and the associated cost of insertion. Elective abortions are also covered.
- (H) **Routine Vision Care.** The Plan covers routine vision care charges, including eye exams and refractions, lenses, frames and contact lenses up to the limits described in the Coverage Summary.
- (I) **Bone Density Testing.** The Plan covers bone mineral density measurements and tests for the detection of osteoporosis if medically appropriate and recommended by the attending physician.
- (36) **Private Duty Nursing.** The Plan covers private duty nursing services by a registered professional nurse or licensed practical nurse when prescribed by a physician for Covered Services other than home health care rendered in the home. The services must be Medically Necessary and skilled in nature.
 

**Private Duty Nursing Limitations and Exclusions:** Private duty nursing is not covered while the Covered Family Member is inpatient.
- (37) **Respiratory Therapy.** The Plan covers respiratory therapy rendered by a licensed respiratory therapist.
- (38) **Speech Therapy.** The Plan covers speech therapy rendered by a licensed speech therapist when needed by a Covered Family Member due to Injury or Sickness. Speech therapy must be performed to restore speech that was lost due to an Injury or Sickness. The treatment must also be active treatment for a medical condition resulting in functional defect or be for the correction of a speech impairment resulting from said Injury or Sickness, including previous therapeutic processes. The therapy

must also be Medically Necessary as outlined in a treatment plan by the attending physician and expected to restore bodily function within a reasonable period of time.

**Speech Therapy Limitations and Exclusions:** This Plan does not cover 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. Therapy designed to prevent further deterioration is not covered.

- (39) **Substance Abuse Treatment.** The Plan covers inpatient confinement for Substance Abuse in a Hospital or Behavioral Health Care Facility. Partial Hospitalization is covered when Medically Necessary.

The Plan also covers outpatient treatment, including Emergency visits. The Plan also covers visits for other Covered Family Members even if the Covered Family Member in need of Substance Abuse treatment is not receiving it.

All inpatient admissions for the treatment of Substance Abuse must be Pre-Certified as described in the section entitled "Utilization Management and Medical Review".

- (40) **Urgent Care Facility.** The Plan will pay for Covered Services rendered in an Urgent Care Facility.

## **MEDICAL EXPENSE BENEFITS SPECIAL CONDITIONS**

**Application of the Individual Deductible:** Each Covered Family Member must have eligible charges that exceed the deductible, as described in the Coverage Summary, before the Plan pays applicable expenses for that person. Once a Covered Family Member meets the applicable deductible, the Plan pays benefits for Covered Services incurred by the Covered Family Member less any applicable Coinsurance or Copayment for the rest of the calendar year. A separate deductible applies to each Covered Family Member regardless of the number of his disabilities.

**Family Limit on Deductibles:** When medical expense deductible amounts for all Covered Family Members total the family deductible amount indicated in the Coverage Summary, no further deductible will be applied to the family's covered expenses for the rest of that calendar year.

**Coinsurance/Out-of-Pocket Maximum:** During a calendar year, when the Coinsurance payable by a Covered Family Member equals the Coinsurance Maximum shown in the Coverage Summary, benefits for covered medical expenses will be payable at 100% of the Reasonable and Customary charge or 100% of the Preferred Provider Reimbursement Schedule for the remainder of that calendar year.

The deductible will not be applied to the Coinsurance Maximum. Any Copayment payable by a Covered Family Member under the terms of the Prescription Drug Expense Benefit will not be applied to the coinsurance limit.

**Alternate Treatment:** The Plan may cover an alternate procedure, service or course of Medically Necessary treatment if the alternate treatment can be performed to properly treat an Injury or Sickness. The Plan will provide coverage if the alternate procedure is more cost effective or medically sound, even if the alternative procedure is not specified in the section entitled "Detailed Description of Benefits".

**Radiologists, Anesthesiologists, Pathologists and Physicians for Emergency Care:** Emergency care and associated professional fees (anesthesiologist, pathologist, radiologist, and

physicians) rendered in a Hospital Emergency room will be payable at the in-network benefit level when rendered in an in-network Emergency room. The treatment must be for an Emergency as defined in the Plan. Follow-up care will be payable according to the Coverage Summary.

**Limitations and Exclusions:** No benefits are payable under the Medical Expense section for any expenses incurred:

- (1) For, or in connection with, treatment of the teeth or periodontium, unless such expenses are listed elsewhere in the Plan as a Covered Service.
- (2) For any Copayment payable under the terms of the section entitled "Prescription Drug Expense Benefit".
- (3) Which result from circumstances outlined under the section entitled "Plan Exclusions".

### **PRESCRIPTION DRUG EXPENSE BENEFIT**

(NOTE: The prescription drug benefits listed below are subject to change at any time. Please contact the Pharmacy Benefit Manager using the phone number on the back of your Employee Benefit Card for the most current coverage information.)

Covered Family Members may obtain covered prescription medication at a participating network pharmacy or by mail order through the Plan's prescription program. The Plan will cover the entire cost of the drug, less the Copayment amount indicated in the Coverage Summary. No Deductible will apply

When two or more prescriptions or refills are dispensed at the same time, a Copayment must be paid for each prescription order or refill. When a treatment regimen contains more than one type of drug and the drugs are packaged together for the convenience of the Covered Family Member, a Copayment will apply to each type of drug.

**Non-Participating Retail Pharmacy:** When you purchase a prescription at a non-participating retail pharmacy, you must pay the full cost of the prescription and submit the claim to the Pharmacy Benefit Manager for coverage under the Plan. You may submit the claim by obtaining a claim form from the Pharmacy Benefit Manager or the Plan Administrator.

**Participating Retail Pharmacy:** When you go to a pharmacy that is a member of the pharmacy benefit manager's network, you must give the pharmacist your benefit identification card. You will be required to pay the required Copay and the pharmacy will file the claim with the pharmacy benefit manager. A Participating Retail Pharmacy may be located by contacting the pharmacy benefit manager at the telephone number on your benefit identification card.

**Mail Order Pharmacy Benefit:** Covered Family Members may obtain prescription medications by mail order through the Plan's mail order pharmacy benefit. The Plan will cover the entire cost of the drug less the Copayment amount indicated in the Coverage Summary. No deductible will apply.

If a physician advises a Covered Family Member that a maintenance medication is required, the Family Member should obtain two prescriptions from the physician. The first prescription should be filled using the retail pharmacy procedure previously described. The second prescription should be written for up to a 90-day supply, with up to three refills and should be mailed directly to the pharmacy benefit manager with an order form that can be obtained from the Plan Administrator. Refills can be obtained by calling the pharmacy benefit manager at the toll-free number listed on the order form. Subsequent refills will be mailed directly to the Covered Family Member.

The pharmacy benefit manager will refill a prescription up to the lesser of one year or the number of refills written on the prescription. After this period of time, a new prescription will be required from

the physician.

When two or more prescriptions or refills are dispensed at the same time, a Copayment must be paid for each prescription order or refill. When a treatment regimen contains more than one type of drug and the drugs are packaged together for the convenience of the Covered Family Member, a Copayment will apply to each type of drug.

**Prior Authorization:** Some prescription medications require prior authorization before they can be dispensed either at a retail pharmacy or through the mail order program. If your prescription requires prior authorization, you must contact the pharmacy benefit manager at the toll-free phone number on your benefit identification card for instructions. If the pharmacy benefit manager approves coverage for the prescription, you will be permitted to fill the prescription. If authorization is not given, you may appeal the decision to the Pharmacy Benefit Manager.

**Covered Drugs:** The Prescription Drug Expense Benefit pays for the following drugs and supplies:

- (1) The Plan will pay for legend drugs which are approved by the U.S. Food & Drug Administration (FDA) for the treatment of your condition and dispensed in accordance with labeling guidelines. A legend drug requires a prescription in order to be sold to you and the label must bear the statement “**Caution- Federal Law Prohibits Dispensing Without a Prescription**”. The covered prescription must be dispensed to an individual covered by this Health Plan.
- (2) The Plan will only cover drugs prescribed by a medical provider legally authorized to issue the prescription order. The prescription must be filled by a licensed pharmacist in a retail pharmacy licensed by the state in which it is located.
- (3) The plan will pay for all syringes and needles
- (4) Colostomy bags
- (5) Lancets
- (6) Diaphragms
- (7) Diabetic supplies
- (8) Injectible insulin
- (9) Diabetic strips
- (10) Alcohol swabs
- (11) Ostomy supplies
- (12) Compound medications when at least one ingredient is a Federal legend drug

**Prescription Drug Limitations and Exclusions:** In addition to the Plan Exclusions and other provisions of the Plan, benefits are not included for the following

- (1) Drugs which by law do not require a prescription; except for insulin
- (2) We will not pay for a prescription product if an over the counter product with the same active ingredients, strength and dosage form is available.
- (3) Therapeutic devices or appliances, support garments and other non-medical substances.
- (4) Drugs intended for use in a physician’s office or another setting other than home use.
- (5) Investigational or experimental drugs; including compounded medications for non-FDA approved use.
- (6) Prescriptions which an eligible person is entitled to receive without charge under any workers’ compensation law, or any municipal, state, or federal program.
- (7) Injectables except for insulin

## PLAN EXCLUSIONS

The following general exclusions apply to all sections of this Plan. Specific Limitations and Exclusions for individual Plan benefits are indicated in the Coverage Summary or with that benefit in the Detailed Description of Benefits.

- (1) **Acupuncture.** The Plan does not cover acupuncture, except when used in lieu of general anesthesia.
- (2) **Alternative Service.** The Plan will not provide benefits for alternative or complementary health services, products, remedies, treatment and therapies including, but not limited to, hypnosis, hypnotherapy, naturopathy, homeopathy, primal therapy, carbon dioxide therapy, rolfing, psychodrama, megavitamin therapy, purging, bioenergetic therapy, aroma therapy, hair analysis, thermograms and thermography, yoga, meditation, and recreational therapy and any related diagnostic testing.
- (3) **Any Other Employment.** The Plan does not cover any Sickness, Injury, occupational disease or condition arising out of, or in the course of, any employment for wage, profit, intent of profit, or self-employment, or for which the Covered Family Member is or was entitled to receive workers' compensation benefits.

This also includes any Sickness or Injury arising out of the business pursuits of a Covered Family Member in connection with a business owned or financially controlled by the Covered Family Member or by a partnership, corporation or other working arrangement of which the Covered Family Member is a partner or member. A business pursuit is a continuous or regular activity engaged in by the Covered Family Member for the purpose of earning a profit, whether or not the business is profitable or a livelihood. The business pursuit exclusion is intended to apply to any activities that are involved with one's business, employment, trade, occupation, or profession.

This exclusion applies even if the Covered Family Member's right to workers' compensation has been waived, qualified, or not asserted.

- (4) **Automobile Insurance.** The Plan does not cover charges for which the Covered Family Member is eligible to receive benefits through mandatory no fault, fault automobile, or tort insurance, an uninsured motorist insurance law, or any other motor vehicle liability insurance policy, including under-insured individuals. The Claim Administrator will take into consideration any adjustment option chosen under such part by the Covered Family Member. If a Covered Family Member is ineligible to receive benefits through mandatory no-fault insurance or uninsured motorist insurance law due to his operation of a motor vehicle while he is intoxicated (DWI), while his ability is impaired (DWA), or while under the influence (DUI) as defined by applicable state law, or other diagnostic tests indicating the impermissible presence of drugs or alcohol, regardless of whether or not charges are filed, no payment will be made under this plan for charges incurred by that Covered Family Member in connection with the resulting Injury.

This exclusion applies even if the Covered Family Member fails to make a proper or timely claim for benefits available under the motor vehicle insurance policy or applicable law.

- (5) **Biofeedback.** The Plan does not cover biofeedback.
- (6) **Civil and Criminal Misconduct.** The Plan does not cover any Sickness or Injury that arises while committing or attempting to commit an assault, felony, participating in a



riot or civil disorder, or any other illegal act. This includes any Sickness or Injury directly related to Substance Abuse or incurred while under the influence of alcohol, drugs, or narcotics as demonstrated by diagnostic tests indicating an impermissible presence of drugs or alcohol, regardless of whether or not charges are filed, no payment will be made under this plan for charges incurred by that Covered Family Member in connection with the resulting Injury.

- (7) **Clothing.** The Plan does not cover charges for special clothing, except for Medically Necessary burn garments, lymphedema garments, or mastectomy bras.
- (8) **Communication Devices.** The Plan will not provide benefits for the purchase, rental, repair, replacement or maintenance of devices for speaking, listening, or otherwise communicating, including, but not limited to telecommunication devices for the deaf (TDDs) and teletype machines (TTYs), or for services for evaluation, fitting, or modification of such devices.
- (9) **Cosmetic Procedures.** The Plan does not cover cosmetic surgery or procedures, unless it qualifies as Reconstructive Surgery as defined, including human or artificial hair transplants or any drug, prescription or otherwise, used to eliminate baldness.
- (10) **Court Mandated Services.** The Plan does not cover charges related to court mandated non-Medically Necessary services for therapy or treatment for Mental Illness, Substance Abuse or any other health services. The Plan will retain the right to cover such services if they are deemed to be Medically Necessary.
- (11) **Custodial Care.** The Plan does not cover charges for or in connection with Custodial Care (except as specifically covered in the Plan), sanitariums, rest care, or nursing homes.
- (12) **Dental Implants.** The Plan does not cover charges for or in connection with dental implants.
- (13) **Disallowed Benefits or Penalties.** The Plan does not cover charges for penalties or disallowed benefits determined by a primary health plan as determined in the section entitled "Coordination of Benefits", Medicare, an HMO or other managed care plan due to failure of the covered person to obtain the proper Pre-Certification, second opinion, or any other reason including failure to comply with the requirements of the primary care physician network established by the HMO or managed care plan or by voluntarily obtaining services outside the established provider network thereby incurring a reduction or denial of benefits. For any penalty imposed due to failure to adhere to the conditions of the section entitled "Utilization Management and Medical Review".
- (14) **Educational and Recreational Therapy.** The Plan does not cover charges for recreational or educational therapy, forms of self care or self help training, or marital, family or other counseling or training services unless specifically covered elsewhere under the Plan.
- (15) **Employment Services.** The Plan does not cover charges resulting from an Injury or Sickness from the engagement in or when performing paid services for friends, neighbors, or others.
- (16) **Excessive Charges.** The Plan does not cover charges made which are in excess of Reasonable and Customary charges or the Preferred Provider's Reimbursement Schedule.

- (17) **Excluded Treatments.** The Plan does not cover charges incurred for treatment of Sickness or Injury that results directly or indirectly from a treatment, procedure or therapy which is excluded from coverage under this Plan. This exclusion does not apply to charges incurred for maternity or newborn care arising from a non-covered service.
- (18) **Experimental or Investigative.** The Plan does not cover any and all charges resulting from Experimental or Investigative procedures as defined in the Plan, including, but not limited to, all Experimental organ transplants and Experimental organ implants. For Experimental or Investigative drugs or substances not approved by the Food and Drug Administration or for drugs labeled "Caution - limited by Federal Law to investigational use," including any drug or substance which is Experimental or Investigative.
- Governmental approval of a service will be considered, but is not necessarily sufficient, to render a service of proven benefit or appropriate or effective for a particular diagnosis or treatment of your particular condition.
- (19) **Family Planning.** The Plan does not cover expenses related to a reversal of a sterilization operation, in vitro fertilization, and for a surrogate mother. However, the expenses for the birth of a Child as the result of in vitro fertilization or other artificial methods of conception, will be covered and the expenses of the Child of a surrogate mother if the Child has been placed for adoption with the Covered Employee. "Placed" means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child.
- (20) **Foot Care.** The Plan does not cover for routine or palliative foot care such as treatment of corns, calluses, toenails, flat feet, fallen arches, chronic foot strain, reduction of nails, or symptomatic complaints of the feet, except if necessitated due to metabolic conditions such as diabetes.
- (21) **Foot Orthotics.** The Plan does not cover foot orthotics.
- (22) **Government Hospitals (VA Hospitals).** The Plan does not cover services or supplies furnished to the Covered Family Member in a Hospital owned or operated by the United States Government or any other government or in a facility maintained by the Veteran's Administration unless there is a legal obligation to pay such charges without regard to the existence of any coverage.
- (23) **Hearing Aids and Examinations.** The Plan does not cover hearing aids, hearing examinations or the prescription or fitting of hearing aids. However, expenses for hearing exams, hearing aids or the fitting thereof are covered under the Plan when necessitated by accidental Injury/Sickness and only to the extent that those charges are incurred within 12 months of the Injury, or Sickness. Services must be performed to restore or rehabilitate loss of hearing.
- (24) **Herbal and Homeopathic Remedies.** The Plan does not cover charges for herbal and homeopathic remedies.
- (25) **Ineligibility.** The Plan does not cover charges that are incurred before a participant becomes Covered by the Plan, after the Covered Family Member's coverage ended, or after the Plan has terminated.
- (26) **Interns and Residents.** The Plan does not cover services rendered and billed by a resident physician or intern while serving in that capacity.

- (27) **Late Filed Claims.** The Plan does not cover bills submitted to the Plan after the timely filing limitation as described in the section entitled “Timely Claim Filing Requirement”.
- (28) **Licensing and Certification Restrictions.** The Plan does not cover charges for care, services, or supplies rendered which are not within the scope of the professional license of the person providing them.
- (29) **Massage Therapy.** The Plan does not cover massage therapy unless it is performed by a licensed Provider, such as a physical therapist or a chiropractor, and is an integral part of a therapy treatment plan that has been approved by the Plan.
- (30) **Medical Equipment and Supplies.** The Plan does not cover any charge for equipment that does not meet the definition of Durable Medical Equipment, including but not limited to: air conditioners, humidifiers, exercise equipment, etc.
- (31) **Medicare.** The Plan does not cover charges to the extent that the Covered Family Member is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by Medicare. (This exclusion will not apply if this Plan is obligated by law to pay its benefits before Medicare.) Any individual who, at any time, was entitled to enroll in all or any portion of the Medicare program, because they were eligible due to age, but who did not so enroll, will be considered to be entitled to reimbursement in an amount equal to the amount to which he would have been entitled, if any, if he were so enrolled (does not apply to Covered Family Members eligible for Medicare due to disability).
- (32) **Military Service Connected Disabilities.** We will not pay for any service in connection with any military service connected disability if the Veterans Administration has the responsibility to provide the service or care.
- (33) **Non-Recognized Provider.** The Plan does not cover any services or supplies provided by an individual who does not meet the Plan definition of Provider or Health Care Provider.
- (34) **Not Legally Required to Pay.** The Plan does not cover charges which would not have been made if no coverage had existed or for which the Covered Family Member is not legally required to pay, or payment is unlawful in the jurisdiction where the person resides at the time expenses are incurred.
- (35) **Not Medically Necessary.** The Plan does not cover charges that are not Medically Necessary, as defined, except as specifically provided for in this Plan.

The fact that a physician may prescribe, order, recommend or approve a procedure, treatment, facility, supply, device, or drug does not, in and of itself, make it “Medically Necessary” or make the charge a Covered Service under the Plan, even if it has not been listed as an exclusion. All of the facts and circumstances surrounding the claim must be considered.

- (36) **Obesity Treatment/Weight Reduction.** The Plan does not cover charges for treatment of obesity, weight reduction, diet programs (Weight Watchers, Nutrisystem, etc.) or prescription weight loss drugs, diet supplements. The Plan will not pay for any surgical procedures intended for weight loss, except in cases of clinically severe obesity. Obesity treatment that does not meet the criteria described under “Obesity Treatment” in the subsection entitled “Medical Expense Benefits” is not covered.

- (37) **Other Party Liability.** The Plan does not cover charges with respect to any Sickness or Injury for which any party other than the Plan may be legally responsible or liable unless the Covered Family Member fully complies with the section entitled "Subrogation/Reimbursement Provision".
- (38) **Over-the-Counter Medical Drugs and Medical Supplies.** The Plan does not cover any items that can be obtained without a prescription, except for diabetic supplies and as otherwise allowed in the Plan.
- (39) **Patient Charges and Penalties.** The Plan does not cover charges for telephone consultations, charges for failure to keep a scheduled visit, or charges for the completion of claim forms, new patient processing, and late payment, penalty or interest charges caused by the patient's action or inaction.
- (40) **Physical Exams.** The Plan does not cover routine exams and immunizations for the sole purpose of employment, school, camp, travel to a foreign country or extracurricular activities.
- (41) **Public or Government Program Reimbursements.** The Plan does not cover charges to the extent that the Covered Family Member is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public or government program or applicable law, other than the program of Medical Assistance for Needy Persons (Medicaid).
- (42) **Room and Board.** The Plan does not cover charges incurred for room and board for a Covered Family Member in any Hospital or facility for any period of time during which that individual was not physically present.
- (43) **Refractive Eye Surgery.** The Plan does not cover eye surgery for the correction of visual acuity, including, but not limited to, LASIK and radial keratotomy.
- (44) **Routine Physical Examinations/Services.** The Plan does not cover routine exams and services rendered in a Hospital during an inpatient confinement (except charges for routine nursery care of newborn Child), unless otherwise specified in the Plan.
- (45) **Services of a Relative or Household Member.** The Plan does not cover services provided by your immediate family (the patient's Spouse, children, brother, sisters, parent of Spouse or other person residing with the patient).
- (46) **Sex Reassignment Surgery and Related Services.** The Plan does not cover hormone therapy, sexual reassignment surgery, counseling for transsexuals, and related charges to alter the physical characteristics of your biologically determined gender to those of another gender.
- (47) **Smoking Cessation Programs.** The Plan does not cover tobacco smoking cessation programs. Prescription drugs to help stop smoking are not covered under the Medical Expense Benefit even when included as part of a written treatment plan. Non-prescription drugs that help to stop smoking are also not covered. Contact the Pharmacy Benefit Manager for possible coverage of these items.
- (48) **Temporomandibular Joint Dysfunction (TMJ).** The Plan does not cover charges for the treatment of temporomandibular joint dysfunction (TMJ).
- (49) **Training.** The Plan does not cover expenses incurred for education or training (except

as specifically covered in the Plan) including training for dyslexia and similar procedures, perceptual training and learning disability training.

- (50) **Transportation.** The Plan does not cover charges incurred for travel, other than transportation via Medically Necessary ambulance, or as otherwise specified in the Plan.

## **CLAIM SUBMISSION**

Either the Provider or the Covered Family Member must submit a claim form before reimbursement for an eligible expense can be paid. Claim forms are available from the County.

When submitting a claim form, include:

- (1) The Employer's/County's name, and
- (2) The Employee's name, and
- (3) The Employee's Alternate Identification Number from the Benefit Identification Card or the Employee's Social Security Number, and
- (4) The full name of the Covered Family Member receiving treatment, and
- (5) An itemized bill reflecting a diagnosis, and
- (6) When the claim is the result of an accident, note the time and date of the accident and include a one or two sentence description of the circumstances.
- (7) When a Covered Family Member is covered under more than one health plan, and medical coverage under the Other Plan is primary, submit the claim to the Other Plan first. Then, submit a copy of the "explanation of benefits" from the Other Plan when submitting the claim to the Claim Administrator.

Payments will be made directly to Preferred Providers. All other payments will be made to the Employee unless there is an assignment of benefits on the claim. Submit claim forms to the Claim Administrator at:

Independent Health Corporation  
Attn: Group Claims  
P.O. Box 9066  
Buffalo, NY 14231

## **KEEPING THE CLAIM FILE CURRENT**

To avoid delays in processing claims notify the County at once:

- (1) Of an additional Eligible Dependent, or
- (2) If a Dependent(s) is no longer Eligible, or
- (3) If there is a change of address, or
- (4) If other coverage is elected or lost, or
- (5) If a Child becomes incapable of self-sustaining employment.

## TIMELY CLAIM FILING REQUIREMENT

All claims **must** be submitted within one year after the claim is incurred **or the claim will be denied**. If the Provider does not submit the claim it will be the Covered Family Member's responsibility to submit the claim. This includes, but is not limited to:

- (1) The initial claim submission, or
- (2) Follow up to a previously submitted claim. If a Benefit Determination is not received within 15 days, the Covered Family Member should verify that the Claim Administrator received the claim. Claims that are not filed within the timely filing requirement period will be denied.

The above time limit will be extended when additional information is needed in order to make a Benefit Determination. If a claim has been submitted within the time limit described above and the claim was pended due to insufficient information, the claim will be considered timely filed if the additional information is provided within 45 days **from the date the claim was originally pended**. Failure to furnish the additional information within the 45-day period **will result in the claim being denied** for lack of timely filing.

## DISPUTE ADJUDICATION COMMITTEE

A Claims Adjudication Committee composed of one County representative, one Union representative and one neutral individual will address employee claim disputes. The joint Health Insurance Committee agrees that the following procedure will be used by participants in instances where claim disputes arise. Claim disputes will be limited to the following:

- (1) The dollar amount paid for a covered service is not in conformance with established fee schedules, network established fees, or the Reasonable and Customary charges.
- (2) The rejection of the claim by the Claim Administrator as a non-covered service.

## DISPUTE RESOLUTION PROCEDURE

- (1) If your claim is denied in whole or in part, you will receive written verification of the denial. If you wish to dispute this denial, contact Independent Health Corporation to request a review of your claim. If the dispute can not be resolved with the Claims Administrator, go to step (2).
- (2) Submit a written notice of a disputed claim to Risk Management within thirty (30) working days from the date you receive the processed claim denial. You may submit additional information with your request for review. Within thirty (30) working days, Risk Management will review the claim and render its written response to you.
- (3) In the event that the dispute remains unresolved, the claim appeal must be referred to the Dispute Adjudication Committee. This committee shall meet monthly or at other times as may be appropriate for the Committee to review and render a final written decision on claims appeals made under (2) above. This decision will be issued within ten (10) working days from the date of the review. The Dispute Adjudication Committee will not have jurisdiction or authority to add, modify, delete or alter in any way the provisions of the Health Plan, this Article, or any amendment or supplement thereto.

## RESPONSIBILITIES OF THE PLAN ADMINISTRATOR

**Named Fiduciaries:** The named fiduciaries of this Plan shall be:

- (1) The Employer/County, and
- (2) The Plan Administrator.

The named fiduciaries shall have separate authority to control and manage the operation and administration of the Plan.

**Advisors to Fiduciaries:** A named fiduciary or his delegate may employ actuaries, attorneys, accountants, brokers, employee benefit consultants, and other specialists to give advice concerning any responsibility such fiduciary has under this Plan.

**Appointment of Plan Administrator:** The Plan Administrator is appointed by the County and approved by the County.

**Duties of the Plan Administrator:** The Plan Administrator has the authority and responsibility to:

- (1) Call and attend the meetings at which this Plan's contribution policy is established and reviewed, and
- (2) Establish the policies, interpretations, practices and procedures of this Plan, except to the extent such responsibility has been allocated to the Claim Administrator or retained by the County, and
- (3) Hire the Claim Administrator and all persons providing services to the Plan, and
- (4) Authorize payment of the Plan's administrative expenses, and
- (5) Transmit written instructions to the County concerning the management (including the acquisition or disposition) of insurance policies acquired to provide stop-loss coverage for the benefits provided under the Plan. The Plan Administrator shall be under no obligation to acquire such coverage on behalf of the Plan, and
- (6) Act as this Plan's agent for the service of legal process, and
- (7) Perform all other responsibilities allocated to the Plan Administrator in the instrument appointing the Plan Administrator, and
- (8) Comply with the requirements imposed upon the Plan Administrator under the COBRA continuation coverage provisions and applicable regulations, and
- (9) Comply with any reporting and disclosure requirements as required by law, and
- (10) Receive all disclosures required of fiduciaries and other service providers under federal or state law.
- (11) Ensure continuing compliance with the HIPAA Privacy and Security Regulation and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), as they may be amended from time to time.

If the Plan Administrator is a committee of two or more persons, the County is to appoint each member. Such committee shall act by a decision of a majority. When the membership of such committee is an even number and a majority decision cannot be obtained, the County shall decide the issue.

**Discretion of Plan Administrator:**

- (1) The Plan Administrator shall have the absolute authority and discretion to construe any uncertain or disputed term or provision in the Plan. This includes, but is not limited to, the following:
  - (A) Determining whether an individual is Eligible for benefits under this Plan, and

- (B) Determining the amount of benefits, if any, an individual is entitled to under this Plan, and
  - (C) Interpreting all of the provisions of this Plan, and
  - (D) Interpreting all of the terms used in this Plan.
- (2) The Plan Administrator's exercise of this discretionary authority shall:
- (A) Be binding upon all interested parties, including, but not limited to, the Covered Family Member, the Covered Family Member's estate, any beneficiary of the Covered Family Member and the County, and
  - (B) Be entitled to deference upon review by any court, agency or other entity empowered to review the Plan Administrator's decisions, to the fullest extent permitted by law, and
  - (C) Not be overturned or set aside on such review, unless found to be arbitrary and capricious, or made in bad faith.

If the Plan Administrator is a committee and if discretionary authority must be exercised against a member of the committee, the Plan Administrator's discretionary authority under this Plan must be exercised solely and exclusively by the other members of the committee. If the Plan Administrator is an individual, and discretionary authority is to be exercised against him as an individual, discretionary authority shall be exercised by an officer of the County.

**Funding Policy:** The Plan Administrator and the County shall establish a funding policy and method consistent with the objectives of the Plan. The funding policy and method shall be reviewed at the Plan Administrator's discretion. In establishing and reviewing the funding policy and method, the responsible persons attending the meeting shall endeavor to determine the Plan's short-term and long-term objectives and financial needs, taking into account the need for liquidity to pay benefits. All actions taken pursuant to this section and the reasons for such action shall be recorded in the minutes of any meeting. Such minutes shall be filed with the County.

**Plan Administrator Indemnity:** To the extent permitted by the law and the Code in the event and to the extent not insured by any insurance company, the County shall indemnify and hold harmless the Plan Administrator and any assistants or representatives from any and all claims, demands, suits or proceedings in connection with the Plan that may be brought by Employees, Dependent(s), or their beneficiaries or legal representatives, or by any other person, corporation, entity, or government agency thereof; provided, however, that such indemnification will not apply to any such person for such person's acts of willful or grossly negligent misconduct in connection with the Plan, or for breaches of their fiduciary obligations or duties, as described under the law.

**Co-Fiduciary Liability:** No fiduciary shall have any liability for a breach of fiduciary duty of another fiduciary, unless he participates knowingly in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take action to remedy such breach, or, through his negligence in performing his own specific fiduciary responsibilities, he has enabled such other fiduciary to commit a breach of the latter's fiduciary duty.

## **RESPONSIBILITIES OF THE EMPLOYER/COUNTY**

**Employer/County Responsibilities:** The Employer/County will have the responsibility to:

- (1) Design this Plan, including the right to amend or terminate the Plan, and
- (2) Contribute to the Plan, and
- (3) Collect contributions, if any, as applicable and transmit those contributions to the claim account, and



- (4) Attend meetings at which this Plan's funding policy and method are established and reviewed, and
- (5) Appoint and remove the Claim Administrator, Plan Administrator and Privacy Officer, and
- (6) Pay the Plan's administrative expenses if such expenses are not paid from the claim account, and
- (7) Purchase stop-loss coverage if the Plan Administrator decides that such coverage is desirable. Neither the Plan Administrator nor the County shall be under any obligation to purchase such coverage on behalf of the Plan, and
- (8) Provide the Plan Administrator with payroll records and other data necessary for the performance of the Plan Administrator's responsibilities, and
- (9) Exercise all other functions necessary for the operation of this Plan, except those functions allocated to the Claim Administrator and Plan Administrator, and
- (10) Collect contributions, from participating employers, if any, that adopt this Plan for their employees.
- (11) Ensure continuing compliance with the HIPAA Privacy and Security Regulation and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), as they may be amended from time to time.

**Action by Employer/County:** Any authority or responsibility allocated or reserved to the County under this Plan may be exercised by any duly authorized officer of the County.

**Expenses:** The costs and expenses incurred in the administration of this Plan shall be paid by the County. Such expenses shall include any expenses incident to the performance of a fiduciary's responsibilities, including, but not limited to, claim administration fees and costs, fees of accountants, legal counsel and other specialists, bonding expenses, and other costs of administering this Plan.

## **RESPONSIBILITIES OF THE PRIVACY OFFICER**

**Duties of the Privacy Officer:** The Privacy Officer has the authority and responsibility to:

- (1) Ensure the compliance of all Plan Documents with the HIPAA Privacy Regulation and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).
- (2) Establish written policies and procedures for the Plan to ensure the privacy rights of Covered Family Members regarding Protected Health Information.
- (3) Establish a process to handle complaints by a Covered Family Member, including sanctions for employees and Business Associates who fail to comply with the Plan regarding the HIPAA Privacy Regulation or the HITECH Act.
- (4) Develop a Notice of Privacy Practices regarding Protected Health Information and distribute the notice to Employees Covered under the Plan.
- (5) Develop a program for training employees including certification that training has been completed.
- (6) Audit compliance with the HIPAA Privacy and Security Regulation and the HITECH Act.
- (7) Ensure that the Plan does not use or disclose more than the minimum necessary Protected Health Information to carry out the intended purpose.
- (8) Identify the Plan's Business Associates and require a written agreement with the Plan's Business Associates that outlines their duties and responsibilities with respect to HIPAA, the HITECH Act, and the Plan.
- (9) Maintain records and, when required, prepare an accounting of all uses and disclosures of Protected Health Information made outside of Treatment, Payment, or Health Care Operations. The record must contain an accounting of all disclosures

- for up to six years from the date of the first disclosure.
- (10) Allow the Covered Family Member access to view, copy and amend their Protected Health Information.
  - (11) Discipline, sanction, or terminate any person for use or disclosure of any Protected Health Information outside of Treatment, Payment or Health Care Operations.
  - (12) Mitigate the adverse effects of the unauthorized use of Protected Health Information.
  - (13) Ensure continuing compliance with the HIPAA Privacy and Security Regulation and the HITECH Act, as they may be amended from time to time.

## **RESPONSIBILITIES OF THE CLAIM ADMINISTRATOR**

**Appointment of the Claim Administrator:** The Claim Administrator shall be appointed by the County or the Plan Administrator.

**Claim Administrator's Responsibilities:** A Claim Administrator's authority and responsibility shall be limited to that portion of the Plan that it has been authorized by the County to administer. The Claim Administrator shall have the authority and responsibility to:

- (1) Interpret this Plan's provisions relating to coverage except where the Claim Administrator requests an interpretation, a claimant files an appeal with the Plan Administrator, or the Plan Administrator exercises its authority on its own volition. In said case, the Plan Administrator shall interpret the Plan and shall communicate in writing to the Claim Administrator the appropriate interpretation of the Plan.
- (2) Administer this Plan's claim procedure.
- (3) Pay benefits under the Plan by drawing checks against the claim account.
- (4) Advise or otherwise assist the Plan Administrator or the County in connection with the purchase of stop-loss coverage, if any, for the benefits provided under the Plan.
- (5) File claims with the insurance companies, if any, who issue stop-loss insurance policies to the County.
- (6) Perform all other responsibilities delegated to the Claim Administrator in the instrument appointing the Claim Administrator.
- (7) Ensuring compliance with the HIPAA Privacy and Security Regulation and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), as they may be amended from time to time, by adhering to the provisions of the Business Associate agreement.

## **PARTICIPANT EMPLOYERS**

Upon approval of the Plan Administrator and the County, other employers may arrange to have their employees participate in this plan, if such inclusion is not contrary to any applicable law.

In the event of such an arrangement, such an employer would be known as a participant employer for purposes of this Plan. The Plan Administrator will act for and on behalf of all participant employers in all matters pertaining to this Plan. Every act done by the Plan Administrator, agreement made between the Claim Administrator and the Plan Administrator, or notice given by the Claim Administrator to the Plan Administrator or by the Plan Administrator to the Claim Administrator shall be binding on all such employers.

In the event an employer terminates its participant employer arrangement under this Plan, such employer must still fulfill any obligations to the Plan Administrator or Claim Administrator with respect to the time the employer was a participant employer under this Plan.

## PLAN INTERPRETATION

**Word Usage:** Whenever words are used in this document in the singular or masculine form, they shall, where appropriate, be construed so as to include the plural, feminine or neuter form.

**Court of Competent Jurisdiction:** In the event that a court of competent jurisdiction shall determine in a final judgment or decree that one or more of the provisions of this Plan is invalid due to the provisions of applicable law, this Plan shall be interpreted as if the offending language had been stricken from its provisions and the remainder of the Plan shall continue in full force and effect.

## STATEMENT OF RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the law. All Plan participants shall be entitled to:

**Continue Group Health Plan Coverage:** You have a right to:

- (1) Continue health coverage for yourself, spouse, or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Plan document and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.
- (2) Reduction or elimination of exclusionary periods of coverage for Pre-Existing Conditions under your group health plan, if you have creditable coverage from another health plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage.

**Assistance With Your Questions:** If you have any questions about your Plan, you should contact the Human Resources Department. If you have any questions about this statement or about your rights under State law, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the State Insurance Department, listed in your telephone directory.

**Qualified Medical Child Support Orders:** The Plan provides medical benefits in accordance with the applicable requirements of any "Qualified Medical Child Support Order" as required under the law. A Qualified Medical Child Support Order is any judgment, decree, or order (including approval of a property settlement agreement) issued by either a court of competent jurisdiction or through an administrative ruling that has the force and effect of state law which:

- (1) Relates to the provision of child support with respect to the Child of an Employee or COBRA Beneficiary under this Plan or provides for health benefit coverage to such a Child, and is made pursuant to a state domestic relations law (including a community property law), and relates to such coverage under this Plan, or
- (2) Enforces a law relating to medical child support described in Section 1908 of the Social Security Act with respect to this Plan, 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 payable with respect to a beneficiary under this Plan. For purposes of this section, an "alternate recipient" shall mean any Child of an Employee or COBRA Beneficiary who is recognized by a Qualified Medical Child Support Order as having a right to enrollment under a group health plan with respect to such an Employee or COBRA Beneficiary, and

- (3) Satisfies the requirements of the law.

A procedure has been established to determine if a Qualified Medical Child Support Order exists. You may obtain a copy of the procedure at no charge from the County.

**Newborns' and Mothers' Health Protection Act:** Under federal law, group health plans and health insurance issuers offering group health insurance coverage 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 delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay. In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your Plan Administrator.

**Women's Health and Cancer Rights Act:** Under this Federal law, group health plans that provide medical and surgical benefits for mastectomies must provide coverage in connection with the mastectomy, in the manner determined by the attending physician and the patient for:

- (1) Reconstruction of the breast on which the mastectomy was performed, or
- (2) Surgery and reconstruction of the other breast to produce a symmetrical appearance, or
- (3) Prostheses and treatment of physical complications at all stages of mastectomy, including lymphedema.

Group health plans and health insurers may not deny eligibility to enroll, renew or continue group health plan coverage to avoid providing coverage for breast reconstruction or mastectomy complications. Further, the law prohibits:

- (1) Penalizing or otherwise reducing or limiting the reimbursement of an attending Provider for the required care, or
- (2) Providing any incentive (monetary or otherwise) to induce the attending Provider to provide care that would be inconsistent with the law.

The above-described coverage required by the law may only be subject to the annual deductibles, Copayments, and Coinsurance provisions that apply to similar benefits.

**Certification of Compliance with Privacy Regulations:** A Federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires that health plans protect the confidentiality of your Protected Health Information. A complete description of your privacy rights under HIPAA can be found in the Notice of Privacy Practices you received when you enrolled. A copy is available upon request from the County.

Under HIPAA you have certain rights with respect to your Protected Health Information, including but not limited to, the right to see and copy the information, receive an accounting of certain disclosures of the information and to amend the Protected Health Information under certain circumstances.

Protected Health Information that is used for Treatment, Payment or Health Care Operations may be disclosed without your written authorization. The Plan will only disclose the minimum necessary Protected Health Information permitted or required by law.

The following employees or classes of employees or other workforce members under the control of the County may be given access to Plan participants' Protected Health Information relating to Treatment, Payment, or Health Care Operations received from the Plan or a health insurance or Business Associate servicing the Plan:

- (1) The Plan Administrator, and
- (2) Staff designated by the Plan Administrator.

Protected Health Information that is not related to Treatment, Payment or Health Care Operations is protected by HIPAA and will not be used or disclosed without your written authorization unless required by law. The Covered Family Member must authorize the use or disclosure of Protected Health Information for employment-related actions or decisions and in connection with any other benefit or employee benefit plan.

The Notice of Privacy Practices includes a complete description of your privacy rights under this Plan. You may request a copy of the Notice of Privacy Practices from the County or the Privacy Officer.

If you believe your privacy rights have been violated, you may file a complaint with the Plan in care of the Privacy Officer. You may also file a complaint with the Secretary of the Department of Health and Human Services, Hubert Humphrey Building, 200 Independence Ave., S.W., Washington, D.C. 20201. The Plan will not retaliate against you for filing a complaint.

## GENERAL PLAN INFORMATION

PLAN NAME: Cattaraugus County Health Insurance Plan

PLAN NUMBER: N/A

PLAN SPONSOR: Cattaraugus County  
303 Court Street  
Little Valley, NY 14755

EMPLOYER IDENTIFICATION NO.: 16-6002555

TYPE OF PLAN: Welfare Benefit Plan for Medical, Vision and Prescription Benefits

PLAN ADMINISTRATOR AND AGENT FOR SERVICE OF LEGAL PROCESS: Risk & Insurance Manager  
Cattaraugus County  
303 Court Street  
Little Valley, NY 14755  
(716) 938-9111

SOURCES OF CONTRIBUTIONS: Cattaraugus County and its Employees contribute funds

TYPE OF ADMINISTRATION: Third Party Administrator:  
Nova Healthcare Administrators, Inc  
c/o Independent Health Corporation  
511 Farber Lakes Drive  
Willamsville, NY 14221

PLAN YEAR: Plan records are kept on a Plan Year basis beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

SOURCE OF FUNDING: General corporate assets

STOP LOSS INSURANCE: A stop loss policy is provided.

PARTICIPANT EMPLOYER: None

PRIVACY OFFICER: Julie Carr, Plan Administrator  
Cattaraugus County  
303 Court Street  
Little Valley, NY 14755  
(716) 938-9111

**Authority to Construe and Apply Plan Documents:** To the full extent permitted by law, the Plan Administrator (and its designees) shall have the sole discretionary authority to:

- (1) Construe any uncertain or disputed term or provision of the Plan, and
- (2) Decide all questions concerning the Plan and their application (including, but not limited to, determining eligibility questions, benefit questions, and questions of fact and/or law).

The exercise of this discretionary authority shall be binding upon all interested parties, including, but not limited to, you, your estate and your beneficiaries.

This Plan was executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Cattaraugus County  
(Employer)

By: \_\_\_\_\_

Title: \_\_\_\_\_