

# HIGHLAND DISTRICT HOSPITAL MEDICAL PLAN

## YOUR HEALTH PLAN & O U



**CORESOURCE**  
*A Trustmark Company*  
PERSONAL. FLEXIBLE. TRUSTED.

Dear Participant,

Welcome to the health plan provided to you and your eligible family members by Highland District Hospital! Please take some time to review this booklet to help you maximize your benefit program. Then keep it handy where you can refer to it whenever needed.

This booklet includes the following sections:

**Overview of Benefits:** This section of the plan provides a brief, easy-to-read outline of benefits for your reference. It also describes the important criteria to which all treatment, services or supplies provided by this plan are subject. For more comprehensive information about a particular benefit, please refer to the “Benefit Details,” “Disease Specific Treatments,” or “Supplementary Services and Supplies” section of the plan.

**Prevention and Health Management:** The plan encourages you to obtain appropriate preventive care and to develop a lifestyle which promotes health and well-being. We want you to reach your highest health potential!

**Network Access:** The plan has been designed to provide you with high quality benefits that are also affordable. When you use a **network provider**, your patient liability amounts will be less than they would be if you sought services outside the network. This section fully explains how to find a **network provider**, the advantages of using **network providers**, and what happens if you are in an **emergency** situation and cannot use a **network provider**.

**Plan Structure:** The plan contains certain cost share responsibilities, such as **deductibles** and **out-of-pocket maximums** and provisions such as pre-certification which are outlined in this section of the plan. The information includes descriptions to help you fully understand how the plan is structured.

**Benefit Details, Disease Specific Treatments, and Supplementary Services and Supplies:** When you do need medical services, these sections describe the benefits available for each type of service – from Ambulance to X-ray. Benefits listed in these sections are subject to the criteria outlined in the “What Is Covered?” and “What Is Not Covered?” sections of the plan.

**Participating in the Plan:** This section explains the plan’s eligibility requirements for you and your family members, when your coverage begins and ends, and what happens when you experience a change in status.

**Other Important Information:** This plan also provides general information regarding your rights to continue coverage, how this plan works with other coverage, how to submit claims and what to do if you disagree with a claim decision, as well as other information you may find helpful in understanding your benefits.

This plan is intended to comply with all provisions of any federal acts and/or applicable court decisions which set forth a precedent. This plan shall be deemed to be amended to minimum standards required by these acts and/or applicable court decisions, as interpreted by the **Plan Administrator**.

Having a benefit plan to provide support in assisting you and your eligible family members with maximizing health and to provide benefits during a time of **illness** and **injury** is a significant advantage that also comes with responsibility. Remember that you have the responsibility to:

- Learn more about your health and about this health plan.
- Help make decisions about your health care.
- Give your **physician** the best information that you can about your health so they can help you get the care you need.
- Follow your **physician's** instructions about your health care.
- Focus now on living a healthy lifestyle!

We look forward to serving you! If you have questions about this plan, your health care, any supplementary plan benefits, or need additional information, please do not hesitate to contact CoreSource, Inc.

CoreSource, Inc.  
P.O. Box 2310  
Mt. Clemens, MI 48046  
(800) 999-0114

For your convenience, you may also visit the CoreSource, Inc. website at [www.mycourcesource.com](http://www.mycourcesource.com).

On the website, you can access your enrollment and claims information at any time of the day or night through the CoreSource, Inc. portal. Simply click on the Create an Account button and follow the simple steps to register.

If you need assistance with registering, you can contact our Help Desk at (800) 999-0114.

**Important Phone Numbers**

| Name   | Telephone Number  |
|--|---|
| Your Doctor (primary care):  |   |
| Your Doctor:   |   |
| Your Doctor:   |   |
| Your Hospital:   |   |
| Your Pharmacy:   |   |
| Your Medications   |   |
|  |   |
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|  |   |
| Important Contact Information  |   |
| CoreSource, Inc.   | 1-800-999-0114  |
| CVS Caremark   | 1-866-644-7527  |
| EAP - Impact Solutions   | 1-800-227-6007  |
|  |   |
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|  |   |
|  |   |
| <b>Medicare Helpline</b><br>For help with questions about <b>Medicare</b>  | 1-800-MEDICARE<br>(1-800-633-4227)<br>TTY: 1-877-486-2048 |
| <b>Social Security Administration</b><br>For help with questions about eligibility for and enrolling in <b>Medicare</b> , Social Security retirement benefits, or disability benefits. | 1-800-772-1213<br>TTY: 1-800-325-0778                     |

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>OVERVIEW OF BENEFITS</b> .....   | <b>9</b>  |
| <b>OVERVIEW OF BENEFITS: BENEFIT CRITERIA</b> .....                                   | <b>16</b> |
| When Is A Procedure, Service, Or Supply Considered Medically Necessary?.....          | 16        |
| Who Is A Covered Provider?.....   | 16        |
| What Is Meant By “Maximum Allowable Amount?” .....                                    | 17        |
| What Is Meant By “Experimental” Or “Investigational?” .....                           | 18        |
| What Is Excluded Under The Plan? .....  | 19        |
| <b>PREVENTION AND HEALTH MANAGEMENT</b> .....   | <b>20</b> |
| How Will I Know If My Care Is “Preventive Care?” .....                                | 20        |
| Who Needs Wellness?...You Do!.....  | 20        |
| What Is Covered? .....  | 20        |
| <b>NETWORK ACCESS</b> .....   | <b>22</b> |
| Why Is Having A “Family” Physician Important? .....                                   | 22        |
| What Is A Network Provider? .....   | 22        |
| How Do I Locate Network Providers In My Area?.....                                    | 22        |
| How Will Benefits Be Paid? .....  | 23        |
| Foreign Claims.....   | 24        |
| <b>PLAN STRUCTURE</b> .....   | <b>25</b> |
| What Is The Plan Deductible?.....   | 25        |
| What Is Your Out-Of-Pocket Maximum? .....   | 25        |
| Why Do I Get So Many Bills? .....   | 26        |
| Simplicity Services .....   | 26        |
| Relay Services.....   | 26        |
| Does This Plan Have A Pre-Certification Provision?.....                               | 27        |
| Do I Need To Get A Pre-Certification? Yes!.....                                       | 27        |
| What Procedures Require Pre-Certification? .....                                      | 27        |
| What Are The Penalties? .....   | 28        |
| How Does The Pre-Certification Process Work? .....                                    | 28        |
| Pre-Certification Before Services Are Rendered - Urgent Care Pre-Service Claims ..... | 28        |
| Pre-Certification Before Services Are Rendered - Non-Urgent Care Claims .....         | 29        |
| Certification During Your Hospital Stay.....  | 29        |
| Certification After Services Are Rendered .....                                       | 30        |
| What If My Provider And I Disagree With The Decision? .....                           | 30        |
| Appeals .....   | 30        |
| Case Management .....   | 31        |
| <b>BENEFIT DETAILS</b> .....  | <b>32</b> |
| Working With Your Physician .....   | 32        |
| What If I Need Diagnostic Testing? .....  | 33        |
| Preparing For Diagnostic Testing .....  | 33        |
| What Is Covered? .....  | 34        |
| What If I Need Emergency Treatment? .....   | 35        |
| Be Prepared For A Possible Emergency .....  | 35        |
| Urgent Or Emergency Care Centers.....   | 36        |
| What Is Covered? .....  | 36        |
| What If I Need To Be Admitted To The Hospital? .....                                  | 37        |
| What Is Covered? .....  | 37        |
| What If I Need Step Down Care? .....  | 38        |
| Rehabilitative Or Skilled Nursing Facility Care .....                                 | 38        |

|   |           |
|---|-----------|
| What Is Covered? .....  | 38        |
| Home Health Care .....  | 39        |
| What Is Covered? .....  | 39        |
| Hospice Care .....  | 40        |
| What Is Covered? .....  | 40        |
| What If I Am Going To Have A Baby? .....                                  | 41        |
| How To Improve The Quality Of Your Pregnancy And Your Baby's Health ..... | 41        |
| What Is Covered? - Mother's Expenses.....                                 | 41        |
| What Is Covered? - Newborn's Expenses .....                               | 42        |
| You Should Know.....  | 42        |
| <b>DISEASE SPECIFIC TREATMENTS.....</b>                                   | <b>43</b> |
| What If I Need Chemotherapy? .....  | 43        |
| Oncology Management Program.....  | 43        |
| What Is Covered? .....  | 44        |
| What If I Need Dialysis? .....  | 44        |
| What Is Covered? .....  | 44        |
| What If I Need To See A Physician? .....                                  | 45        |
| Preparing For A Physician Visit .....                                     | 45        |
| What Is A Consultation? .....   | 45        |
| What Is Covered? .....  | 46        |
| What If I Need Surgery?.....  | 47        |
| Preparing For Surgery .....   | 47        |
| What Is Covered? .....  | 47        |
| Second Surgical Opinions .....  | 48        |
| Women's Health And Cancer Rights Act .....                                | 48        |
| What If I Need Anesthesia?.....   | 49        |
| What If I Need Therapy? .....   | 50        |
| What Is Covered? .....  | 50        |
| What If I Need A Transplant? .....  | 51        |
| What Is Covered? .....  | 51        |
| What Is Not Covered? .....  | 52        |
| Institute Of Excellence (IOE).....  | 52        |
| Transplant Expenses.....  | 52        |
| Covered Transplant Expenses .....   | 53        |
| Limitations.....  | 54        |
| Optional Travel & Lodging Expenses.....                                   | 55        |
| What If I Need A Prescription Medication? .....                           | 56        |
| Four Ways To Make Your Medications Work For You .....                     | 56        |
| Purchasing Decisions About Prescription Medications.....                  | 58        |
| What Is Covered? .....  | 59        |
| What Is Not Covered? .....  | 59        |
| What If I Need A Specialty Injectable Medication?.....                    | 60        |
| <b>SUPPLEMENTARY SERVICES AND SUPPLIES .....</b>                          | <b>61</b> |
| Medical Equipment, Medical Supplies, Orthotics And Prosthetics.....       | 61        |
| What Is Covered? .....  | 61        |
| Diabetes And Ostomy Care .....  | 62        |
| What Is Covered? .....  | 62        |
| <b>WHAT IS NOT COVERED?.....</b>  | <b>63</b> |
| <b>COORDINATION OF BENEFITS (COB) .....</b>                               | <b>68</b> |
| How Does Coordination Work? .....   | 68        |
| Right To Receive And Release Necessary Information.....                   | 69        |

|   |           |
|---|-----------|
| How Does The Plan Coordinate Benefits When Multiple Preferred Provider Arrangements Are Utilized? .....                                     | 69        |
| Determining The Order Of Benefit Payments .....   | 69        |
| Other Instances Where The Plan Coordinates Benefits With Other Coverages.....   | 70        |
| How The Plan Coordinates With Automobile Insurance Coverage .....   | 72        |
| No-Fault Automobile Insurance.....  | 73        |
| Financial Responsibility Laws.....  | 73        |
| Coordination With Other Automobile Liability Insurance .....  | 73        |
| <b>PARTICIPATING IN THE PLAN .....</b>  | <b>74</b> |
| Who Can Participate In The Plan? .....  | 74        |
| When Can I Participate In The Plan? .....   | 74        |
| How Do I Enroll For Coverage? .....   | 74        |
| Can I Enroll My Spouse And Dependent Children? .....  | 74        |
| How Do I Know If My Spouse Is Eligible?.....  | 74        |
| What If My Spouse Is Eligible For Other Coverage?.....  | 74        |
| What If Both My Spouse And I Work For The Company?.....   | 74        |
| How Do I Know If My Dependent Children Are Eligible?.....   | 75        |
| What If A Court Order Requires That I Provide Coverage For My Dependent Child? .....  | 75        |
| Who Would Not Be Considered Eligible For Enrollment In This Plan? .....   | 76        |
| What Is My Cost To Participate In The Plan? .....   | 76        |
| Can I Opt-Out Of The Plan?.....   | 76        |
| Can I Enroll Myself And/Or My Dependents If I Previously Declined Participation In The Plan?.....   | 76        |
| What Information Do I Need To Enroll During The Year? .....   | 77        |
| Are There Other Changes I Need To Provide To Human Resources? .....   | 78        |
| Can I Change My Coverage During The Year?.....  | 78        |
| What Should I Do If I Experience A Family Status Change?.....   | 79        |
| When Will My Coverage And/Or My Dependents Coverage End? .....  | 79        |
| What Happens To My Coverage If I Go On Medical Leave? .....   | 80        |
| What Happens To My Coverage If I Take A Personal Leave Of Absence? .....  | 80        |
| What If I Return To Work From My Medical Leave, Personal Leave Of Absence, Lay-Off Or I Am Rehired? .....                                   | 80        |
| Do I Have Continuation Rights Under USERRA If I Am On Military Leave?.....  | 81        |
| Do I Have Continuation Rights Under FMLA If A Member Of My Family Is On “Covered Active Duty” Or Is A “Covered Servicemember?” .....        | 81        |
| What Happens To My Coverage If I Take A Leave Under The Family And Medical Leave Act (FMLA) (For A Reason Other Than Military Leave)? ..... | 82        |
| <b>GLOSSARY .....</b>   | <b>83</b> |
| <b>COBRA CONTINUATION COVERAGE .....</b>  | <b>91</b> |
| What Is COBRA?.....   | 91        |
| When Would I Qualify For COBRA? .....   | 91        |
| What Must I Do To Notify My Employer Of An Event That Would Trigger COBRA Coverage?.....  | 91        |
| How Can I Elect COBRA? .....  | 91        |
| What Is The Cost For COBRA Coverage? .....  | 91        |
| When Must I Make Premium Payments? .....  | 92        |
| How Long Can I Continue COBRA? .....  | 92        |
| Can The Length Of COBRA Coverage Be Extended? .....   | 93        |
| What Other Facts Should I Know Regarding My Rights Under COBRA? .....   | 93        |
| Who Should I Contact For Further Information And To Whom Should I Provide Notice Of COBRA Events? .....                                     | 94        |
| <b>HIPAA PRIVACY RULES .....</b>  | <b>95</b> |
| Protected Health Information (PHI).....   | 95        |

|   |            |
|---|------------|
| Use And Disclosure Of PHI .....   | 95         |
| Business Associates Of The Plan .....   | 95         |
| Workforce Of The Plan .....   | 95         |
| Individual Rights.....  | 96         |
| Process To Request Access, Amending, Accounting Or Restriction Of PHI .....               | 97         |
| Access To PHI .....   | 97         |
| Denial Of Access .....  | 98         |
| Amending PHI .....  | 98         |
| Denial Of Request To Amend PHI .....  | 99         |
| Amending PHI When Notified By Another Entity .....  | 99         |
| Accounting For The Use Of PHI .....   | 99         |
| Requesting Restriction Of Use Of PHI.....   | 100        |
| Notification Of A Breach .....  | 100        |
| Applicability Of State Laws .....   | 100        |
| Separation Of Plan And Plan Administrator.....  | 101        |
| What Other Types Of Activities Involve The Collection Or Use And Disclosure Of PHI? ..... | 102        |
| The Plan's Legal Obligations.....   | 103        |
| Privacy Policy Changes .....  | 103        |
| <b>NONDISCRIMINATION AND ACCESSIBILITY REQUIREMENTS .....</b>                             | <b>104</b> |
| Discrimination is Against the Law .....   | 104        |
| <b>HELP FIGHT FRAUD .....</b>   | <b>106</b> |
| Detection Tips.....   | 106        |
| Prevention Tips.....  | 106        |
| Who Do I Contact If I Suspect Fraud, Waste Or Abuse? .....                                | 106        |
| <b>HOW TO FILE MEDICAL CLAIMS .....</b>   | <b>107</b> |
| A General Overview.....   | 107        |
| What Should You Know About Pre-Service Claims? .....                                      | 107        |
| Plan Procedures For Filing A Pre-Service Claim.....                                       | 107        |
| Urgent Care Pre-Service Claims.....   | 108        |
| Non-Urgent Care Pre-Service Claims .....  | 108        |
| What Should You Know About Post-Service Claims? .....                                     | 109        |
| Plan Procedures For Filing A Post-Service Claim .....                                     | 109        |
| Required Information .....  | 109        |
| Providing Additional Information .....  | 110        |
| Time Periods For The Plan And You.....  | 110        |
| <b>ADVERSE BENEFIT DETERMINATIONS AND APPEALS .....</b>                                   | <b>111</b> |
| What If My Claim Is Denied? .....   | 111        |
| How Do I File An Appeal? .....  | 112        |
| Notice Of Benefit Determination On Appeal .....   | 113        |
| External Appeals.....   | 114        |
| Right To External Appeal .....  | 114        |
| Notice Of Right To External Appeal.....   | 114        |
| Independent Review Organization .....   | 114        |
| Notice Of External Review Determination .....   | 115        |
| Expedited External Review .....   | 115        |
| Is The Decision On Review Final? .....  | 116        |
| <b>FACILITY OF PAYMENT .....</b>  | <b>117</b> |
| <b>PHYSICAL EXAMINATION .....</b>   | <b>117</b> |
| <b>FRAUD OR INTENTIONAL MISREPRESENTATION .....</b>                                       | <b>117</b> |
| <b>SUBROGATION/REIMBURSEMENT .....</b>  | <b>118</b> |
| <b>GENERAL PLAN INFORMATION .....</b>   | <b>120</b> |

|  |            |
|--|------------|
| <b>YOUR RIGHTS UNDER THIS PLAN .....</b>                     | <b>121</b> |
| <b>DESIGNATION OF FIDUCIARY RESPONSIBILITY.....</b>          | <b>122</b> |
| Who Are The Fiduciaries Of The Plan? .....                   | 122        |
| What Are The Fiduciaries' Responsibilities?.....             | 122        |
| What If The Plan Is Modified, Amended Or Terminated?.....    | 123        |
| Who Is Responsible For The Administration Of The Plan? ..... | 123        |
| How Is The Plan Funded? .....                                | 123        |
| Is This Plan Considered Health Insurance?.....               | 124        |

## OVERVIEW OF BENEFITS

The plan is designed to provide levels of benefits based on the choices you make. Benefits that are payable are subject to the terms and conditions of the plan as indicated in the following pages.

| <b>MEDICAL EXPENSES</b>  |  |                                |
|--|--|--------------------------------|
|  | <b>Network</b>   | <b>Non-Network</b>             |
| <p><b>Deductible</b><br/>(Calendar year) applies to essential and non-essential benefits</p> <ul style="list-style-type: none"> <li>• Individual</li> <li>• Family (embedded)</li> </ul>   | <p>\$500<br/>\$1,000</p>   | <p>\$5,000<br/>\$10,000</p>    |
|  | <p>Expenses applied toward the Non-Network <b>deductible</b> will <u>not</u> be used to satisfy the Network <b>deductible</b> and expenses applied to the Network <b>deductible</b> will <u>not</u> be used to satisfy to the Non-Network <b>deductible</b>.</p>   |                                |
|  | <p>The family <b>deductible</b> is embedded - any number of family members may help to meet the family <b>deductible</b> amount, however, in no event will any one <b>covered individual</b> pay more than the individual <b>deductible</b> limit.</p>   |                                |
| <p><b>Out-Of-Pocket Maximum</b><br/>(Calendar year) applies to essential and non-essential benefits. (Includes <b>deductible</b>, co-pays, co-insurance, including <b>prescription drug</b> co-pay and co-insurance)</p> <ul style="list-style-type: none"> <li>• Individual</li> <li>• Family (embedded)</li> </ul> | <p>\$2,000<br/>\$4,000</p>   | <p>Unlimited<br/>Unlimited</p> |
|  | <p>Expenses applied toward the Non-Network <b>out-of-pocket maximum</b> will <u>not</u> be used to satisfy the Network <b>out-of-pocket maximum</b> and expenses applied to the Network <b>out-of-pocket maximum</b> will <u>not</u> be used to satisfy to the Non-Network <b>out-of-pocket maximum</b>.</p> |                                |
|  | <p>The family medical <b>out-of-pocket maximum</b> is embedded - any number of family members may help to meet the <b>out-of-pocket maximum</b>, however, in no event will any one <b>covered individual</b> pay more than the individual <b>out-of-pocket maximum</b> limit.</p>                            |                                |

|   | <b>Network</b>   | <b>Non-Network</b>  |
|---|--|---|
| <b>Pre-Certification</b>  | <p>All of the following services must be pre-certified.</p> <ul style="list-style-type: none"> <li>• All <b>non-emergency inpatient hospital confinements</b> (including confinements for the treatment of <b>mental disorders</b> and/or substance abuse) <ul style="list-style-type: none"> <li>- partial hospitalizations</li> <li>- rehabilitation and <b>skilled nursing facility</b> hospitalizations</li> <li>- home health care</li> </ul> </li> <li>• Procedures listed below - call within 48 hours prior to treatment <ul style="list-style-type: none"> <li>- Cardiac catheterization and coronary angioplasty</li> <li>- Endoscopic retrograde cholangio-pancreatography (ERCP)</li> <li>- Laminectomy</li> <li>- Lithotripsy</li> <li>- Percutaneous transluminal coronary angioplasty (PTCA) with or without stent placement</li> <li>- Oncology</li> <li>- Chemical radiology</li> </ul> </li> </ul> <p>If pre-certification is not obtained, services will <u>not</u> be covered.</p> <p><b>NOTE:</b> To ensure full benefit payment, it is your responsibility to make sure your provider obtains a pre-certification review prior to a <b>non-emergency</b> confinement or before a procedure being rendered.</p> |   |
| <b>Annual Maximum for Essential Benefits</b>  | Unlimited  |   |
| <b>ESSENTIAL BENEFITS</b>   |  |   |
|   | <b>Network</b>   | <b>Non-Network</b>  |
| <b>Hospital-Inpatient</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Surgery</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Hospital Visits</b><br>(1 visit per day, per <b>physician</b> , per <b>diagnosis</b> ) | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Emergency Room</b>   | \$150 co-pay, then 80% no deductible<br>(Co-pay waived if admitted)  | \$150 co-pay, then 80% no deductible<br>(Co-pay waived if admitted) |
| • <b>Emergency</b>  |  |   |
| • <b>Non-emergencies</b>  | \$200 co-pay, then 80% no deductible<br>(Co-pay waived if admitted)  | \$200 co-pay, then 80% no deductible<br>(Co-pay waived if admitted) |
| <b>Urgent Care</b>  | \$50 co-pay, then 100% no deductible<br>(Co-pay waived if admitted)  | 50% after <b>deductible</b>   |
| <b>Ambulance</b>  | \$100 co-pay, then 80% no deductible   | \$100 co-pay, then 50% no deductible                                |

|   | <b>Network</b>   | <b>Non-Network</b>  |
|---|--|---|
| <b>Anesthesia</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Blood</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Cardiac Rehabilitation</b><br>(20 visits in a calendar year)   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Chemotherapy</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Chiropractic Care</b><br>(12 visits in a calendar year)<br>• Office Visits, Spinal Manipulations/ Adjustments<br><br>• X-rays and Other Covered Expenses | \$35 co-pay, then<br>100% no <b>deductible</b><br><br>80% after <b>deductible</b>  | Not Covered<br><br>Not Covered  |
| <b>Consultations</b><br>• <b>Inpatient</b><br><br>• <b>Outpatient</b>   | 80% after <b>deductible</b><br><br>\$35 co-pay, then<br>100% no deductible   | 50% after <b>deductible</b><br><br>50% after <b>deductible</b>                                    |
| <b>Dialysis</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Diabetes Care</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
|   | Screening services as required by the USPSTF are covered at 100% with no cost sharing when rendered by a <b>network provider</b> . |   |
| <b>Fertility Testing</b><br>(To determine the cause of infertility)   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Home Health Care</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Hospice</b><br>(12 days of respite care)   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Implants</b>   | Payment is based on service rendered   | Payment is based on service rendered  |
| <b>Injections</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Laboratory Testing</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Medical Equipment</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Medical Supplies</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b>   |
| <b>Mental Disorders And/Or Substance Abuse Expenses</b><br>• <b>Inpatient</b><br><br>• <b>Outpatient</b><br>- Office Visits<br><br>- Other Covered Expenses | 80% after <b>deductible</b><br><br>\$20 co-pay, then<br>100% no <b>deductible</b><br><br>80% after <b>deductible</b>               | 50% after <b>deductible</b><br><br>50% after <b>deductible</b><br><br>50% after <b>deductible</b> |

|   | <b>Network</b>   | <b>Non-Network</b>          |
|---|--|-----------------------------|
| <b>Nursing - Private Duty</b>   | Not Covered  | Not Covered                 |
| <b>Occupational Therapy</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <b>Office Visits</b>  |  | 50% after <b>deductible</b> |
| <ul style="list-style-type: none"> <li>• <b>Primary Care Physician (PCP)</b></li> </ul> | \$20 co-pay, then<br>100% no <b>deductible</b><br>(Co-pay only applies to office visit)  |                             |
| <ul style="list-style-type: none"> <li>• Specialist</li> </ul>                          | \$35 co-pay, then<br>100% no <b>deductible</b><br>(Co-pay only applies to office visit)  | 50% after <b>deductible</b> |
| <b>Orthotics</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <b>Ostomy Care</b>  | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <b>Physical Therapy</b>   | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <b>Pregnancy Related Expenses</b><br>(2 routine ultrasounds per pregnancy)              |  |                             |
| <ul style="list-style-type: none"> <li>• Facility</li> </ul>                            | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <ul style="list-style-type: none"> <li>• Pre &amp; Post-Natal Visits</li> </ul>         | 100% no <b>deductible</b>  | 50% after <b>deductible</b> |
| <ul style="list-style-type: none"> <li>• Delivery</li> </ul>                            | 80% after <b>deductible</b>  | 50% after <b>deductible</b> |
| <b>Prescription Drugs</b><br>(CVS Caremark)   |  |                             |
| <u>Retail</u>   | <u>30 day supply</u>   |                             |
| <ul style="list-style-type: none"> <li>• Generic *</li> </ul>                           | \$15 co-pay  |                             |
| <ul style="list-style-type: none"> <li>• Preferred Brand</li> </ul>                     | \$30 co-pay  |                             |
| <ul style="list-style-type: none"> <li>• Non-Preferred Brand</li> </ul>                 | \$50 co-pay  |                             |
| <ul style="list-style-type: none"> <li>• Specialty</li> </ul>                           | \$50 co-pay  |                             |
| <u>Mail Order</u>   | <u>90 day supply</u>   |                             |
| <ul style="list-style-type: none"> <li>• Generic *</li> </ul>                           | \$30 co-pay  |                             |
| <ul style="list-style-type: none"> <li>• Preferred Brand</li> </ul>                     | \$60 co-pay  |                             |
| <ul style="list-style-type: none"> <li>• Non-Preferred Brand</li> </ul>                 | \$100 co-pay   |                             |
| <ul style="list-style-type: none"> <li>• Specialty</li> </ul>                           | \$100 co-pay   |                             |
|   | * Generic contraceptives are covered at 100% with no co-pay, however brand name contraceptives will be subject to the brand name co-pay. |                             |



|  | Network                          | Non-Network                        |
|--|----------------------------------|------------------------------------|
| <p><b>Preventive Care</b></p> <ul style="list-style-type: none"> <li>• Women’s Preventive Services - <ul style="list-style-type: none"> <li>- Well woman visits (includes pre- &amp; post-natal visits and specific tests and procedures (blood pressure, weight, urine test, uterine size/fetal heart rate assessment, glucose tolerance testing, and screening for specific sexually transmitted infections and genetic or developmental conditions), as well as topics for counseling and guidance (tobacco avoidance and nutrition)</li> <li>- Human papillomavirus testing</li> <li>- Counseling for sexually transmitted infections</li> <li>- Counseling and screening for human immune deficiency virus</li> <li>- Breast feeding supplies, support, and counseling</li> <li>- Screening and counseling for interpersonal and domestic violence</li> <li>- Screening for gestational diabetes</li> <li>- Contraceptives (Includes all FDA approved devices, diaphragms, implants, and IUD’s, including patient education and counseling. Refer to the section titled “What If I Need a Prescription Medication?” for benefits for contraceptive pills, injections, topical patches and emergency contraceptives.)</li> </ul> </li> </ul> | <p>100% no <b>deductible</b></p> | <p>50% after <b>deductible</b></p> |
| <p>As the HRSA recommendations may change periodically, please go to the website <a href="http://www.hrsa.gov/womensguidelines">www.hrsa.gov/womensguidelines</a> for full coverage information.</p>   |                                  |                                    |

|  | <b>Network</b>                                 | <b>Non-Network</b>                   |
|--|--|--------------------------------------|
| <b>Prosthetic Devices</b><br>(1 every 5 years for a replacement due to wear and tear)  | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>Radiation Therapy</b>   | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>Retail Establishment Health Clinics</b><br>(MinuteClinic®, Take Care Health Clinic®, RediClinic®, etc.)   | \$50 co-pay, then<br>100% no <b>deductible</b> | 50% after <b>deductible</b>          |
| <b>Skilled Nursing Facility</b><br>(100 days in a calendar year)   | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>Speech Therapy</b>  | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>Sterilization Procedures</b>  |  |                                      |
| • Female <b>employee, spouse/dependent child</b>   | 100% no <b>deductible</b>                      | 50% after <b>deductible</b>          |
| • Male <b>employee/spouse</b>  | 100% no <b>deductible</b>                      | 50% after <b>deductible</b>          |
| <b>Transplants</b><br>(One transplant per organ in a lifetime.)  | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>Vision Services</b><br>(Refer to the section title “What Is Not Covered?” for excluded vision services.)  | Payment is based on service rendered           | Payment is based on service rendered |
| <b>Weight Management</b>   | Not Covered                                    | Not Covered                          |
| <b>X-rays</b>  | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>All Other Covered Expenses</b>  | 80% after <b>deductible</b>                    | 50% after <b>deductible</b>          |
| <b>NON-ESSENTIAL BENEFITS</b>  |  |                                      |
| <b>Temporomandibular Joint Treatment</b><br>(\$1,000 in a calendar year for all expenses relating to the treatment of the Temporomandibular Joint (TMJ)) | Payment is based on service rendered           | Payment is based on service rendered |

**NOTE:** This is only a brief overview of benefits. Please refer to the plan for complete information on the eligibility provisions, limitations and for all other terms of the plan.

For a list of the plan’s exclusions, please refer to the section titled “What Is Not Covered?”

## OVERVIEW OF BENEFITS: BENEFIT CRITERIA

You need to know that this plan provides coverage for treatment, services, and supplies that meet certain criteria.

For charges to be considered for payment under this plan, the treatment, service, or supply:

- MUST be **medically necessary** (or be preventive),
- MUST be rendered by a covered provider/facility,
- MUST not exceed **maximum allowable expense** amounts,
- MUST not be considered **experimental/investigational**, and
- MUST not be limited, restricted, or excluded elsewhere in this **Summary Plan Description (SPD)**.

These criteria, which are explained below, are admittedly very technical. It is not our intention to confuse you. Instead, we would like to assist you with understanding how these provisions relate to your proposed course of treatment. You and/or your **physician** should feel free to contact CoreSource, Inc. for additional clarification on any of the provisions listed below.

### When Is A Procedure, Service, Or Supply Considered Medically Necessary?

A procedure, service, or supply is deemed to be **medically necessary** when it is for the treatment of an **illness** or **injury**; it is prescribed by a **physician** and is professionally accepted as the usual, customary, and effective means of treating a condition. Diagnostic x-rays and laboratory tests that are performed due to definite symptoms of **illness** or **injury** or reveal the need for treatment will be considered **medically necessary**. In the evaluation of medical necessity, the plan may request records that, if legally required to be maintained, must be made available to the plan in order to consider the expenses. The plan may also seek outside medical opinions from appropriate board certified specialists. The plan reserves the right to have the patient examined by an independent specialist in the appropriate field of medicine.

### Who Is A Covered Provider?

A provider shall be considered a covered provider if he or she is a provider listed in the definition of “**physician**,” “**hospital**,” “**skilled nursing facility**,” “**hospice**,” or “**home health care agency**” (Please see the “Glossary”) acting within the scope of his or her license in the state in which they practice. Additionally, the plan will cover other providers who are not **physicians** (e.g., **nurse practitioners**, **physician assistants**, etc.), but who are specifically mentioned as covered providers in this **SPD**, provided they are acting within the scope of their license.

## What Is Meant By “Maximum Allowable Amount?”

The **maximum allowable amount** refers to certain plan limitations on provider charges, in regard to what will be accepted as allowable under the plan.

### Network Providers

With network professional services (services provided by an individual practitioner), **maximum allowable amount** is the fee agreed to by the participating provider as long as your provider adheres to standard billing practices.

### Non-Network Providers

For services and supplies provided by a **non-network provider**, the **maximum allowable amount** is the lesser of:

- a) the amount billed; or
- b) the negotiated fee; or
- c) if a negotiated fee is not available and in the case of dialysis treatment:

150% of the **Medicare** reimbursement rate in effect at the time services were provided by non-facility based professional providers, 150% of the **Medicare** reimbursement rate in effect at the time services were provided by non-facility and facility-based professional providers for dialysis treatment, and 150% of the reimbursement rate in effect at the time services were provided by facility-based professional providers, or an equivalent of what **Medicare** would reimburse based on the use of **Medicare** data and independent relative value unit or other data, for the supplies and services reported on the claim, established utilizing the most currently available **Medicare**, professional provider-specific and facility-specific reimbursement schedules and methodologies.

For injectable therapy and services, the lesser of two times the amount, as would be reimbursed to the facility or provider by **Medicare**, or an equivalent of what **Medicare** would reimburse based on the use of **Medicare** data and independent relative value unit or other data, or 150% of the average wholesale price determined by the manufacturer and published in, and updated weekly by, an industrywide data system that collects manufacturers' prices.

Health care practitioners must bill the plan using CPT codes to indicate services performed. CPT codes were developed by and are maintained by the American Medical Association (AMA). Along with assigning codes to particular services, the AMA has established guidelines for billing and reimbursement. For example, when more than one surgical procedure is performed in the same operative session, CPT rules limit reimbursement on secondary procedures to 50% of the amount that would normally be reimbursable for that code. This plan's reimbursement will follow CPT guidelines. You should confirm with your provider, whether network or non-network, that his or her practice follows the AMA's CPT coding guidelines to ensure that you do not have a liability for amounts over R&C.

## What Is Meant By “Experimental” Or “Investigational?”

The plan will consider a drug, device, supply, treatment, procedure, or service to be “**experimental**” or “**investigational**.”

- a. if the drug, device, supply, treatment, procedure, or service cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given for the proposed use at the time the drug, device, supply, treatment, procedure, or service is furnished; or
- b. if the drug, device, supply, treatment, procedure, or service, or the patient’s informed consent document utilized with respect to the drug, device, supply, treatment, procedure, or service 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
- c. if the drug, device, supply, treatment, procedure, or service is the subject of on-going Phase I or Phase II clinical trials, or is in the research and/or **experimental** or **investigational** arm of on-going Phase III clinical trials; or
- d. if based on documentation in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature that the prevailing opinion among experts regarding the drug, device, supply, treatment, procedure, or service is that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, or efficacy.

**Exception:** An FDA approved drug that meets the criteria set under **reliable scientific evidence** will not be deemed **experimental**.

## Requirement For Approved Clinical Trial – Routine Patient Costs

Covered expenses shall include charges for routine patient costs incurred by a qualified individual participating in an approved clinical trial.

Routine patient costs do not include:

1. An **investigational** item, device, or service;
2. An item or service provided solely to satisfy data collection and analysis needs, which are not used in the direct clinical management of the patient; or,
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular **diagnosis**.

“Qualified Individual” means a **covered individual** who is eligible to participate in an approved clinical trial according to the trial protocol with respect to the treatment of cancer or another life-threatening disease or condition and either;

1. The referring **health care professional** is a participating health care provider and has concluded that the **covered individual’s** participation in such trial would be appropriate; or,
2. The **covered individual** provides medical and scientific information establishing that the **covered individual’s** participation in such trial would be appropriate.

## **What Is Excluded Under The Plan?**

The plan excludes payment for certain treatment, services, or supplies in the form of limitations or maximums. When determining if a particular treatment, service, or supply is payable, it is important to first consider the criteria listed above, then review the “Benefit Details,” “Disease Specific Treatments,” “Supplementary Services and Supplies,” and “What Is Not Covered?” sections to determine if any limitations, maximums, or exclusions apply.

## PREVENTION AND HEALTH MANAGEMENT

“An ounce of prevention is worth a pound of cure.” Making preventive care a priority in your life can be difficult, but it is always worthwhile. Many of today’s most debilitating health conditions such as heart disease, cancer, diabetes and chronic respiratory disease may be directly linked to lifestyle choices including tobacco use, physical inactivity, poor nutrition, and excessive alcohol consumption. The solution seems simple...adopt a healthy lifestyle and avoid preventable health conditions...but changing our daily behaviors can be extremely difficult. Highland District Hospital’s health plan has been designed to support you and your family each step of the way as you make wellness a central part of your lives.

### How Will I Know If My Care Is “Preventive Care?”

Many people are confused about when their care is considered “preventive” and when their care is considered “diagnostic.” While each situation is different, a general rule of thumb is treatment for *personal* history or symptoms will be considered “diagnostic” care or treatment. Treatment for *family* history or symptoms is considered “preventive” care or treatment.

### Who Needs Wellness?...You Do!

Wellness is important for every person, at every age and of every health status, but our specific needs are very different. For that reason, the preventive care benefit offers you flexibility - you and your **physician** determine what services are best for you. The plan, in conjunction with other preventive programs, also offers you guidance - to help you manage your health and use your benefits wisely.

### What Is Covered?

This plan provides the following preventive benefits for you and your covered **dependents**:

- **Required preventive care** as recommended by the United States Preventive Services Task Force (USPSTF) with an A or B rating, including but not limited to:
  - Immunizations
  - Well child care
  - Routine physical exams
  - Screening for high blood pressure
  - Mammogram, including 3D mammograms
  - Screening for cervical cancer (pap smear)
  - Screening for cholesterol
  - Screening for diabetes
  - Screening for colorectal cancer, including colonoscopies for adults age fifty (50) and over, to include pre-procedure consultation, bowel preparation kits and pathology exam, and sigmoidoscopies (The plan will cover the first screening of the year, regardless of **diagnosis**.)



**NOTE:** As the USPSTF recommendations may change periodically, please go to the website [www.uspreventiveservicestaskforce.org](http://www.uspreventiveservicestaskforce.org) for full coverage information.

- Prostate Specific Antigen (PSA) exam and related testing
- Women’s preventive services under the Health and Human Services Health Resources and Services Administration (HRSA) including but not limited to:
  - Well woman visits (includes pre- & post-natal visits and specific tests and procedures (blood pressure, weight, urine test, uterine size/fetal heart rate assessment, glucose tolerance testing, and screening for specific sexually transmitted infections and genetic or developmental conditions), as well as topics for counseling and guidance (tobacco avoidance and nutrition)
  - Human papillomavirus testing
  - Counseling for sexually transmitted infections
  - Counseling and screening for human immune deficiency virus
  - Breast feeding supplies, support, and counseling
  - Screening and counseling for interpersonal and domestic violence
  - Screening for gestational diabetes
  - Contraceptives (Includes all FDA approved devices, diaphragms, implants, and IUD’s, including patient education and counseling. Refer to the section titled “What If I Need a Prescription Medication?” for benefits for contraceptive pills, injections, topical patches and emergency contraceptives.)

**NOTE:** As the HRSA recommendations may change periodically, please go to the website [www.hrsa.gov/womensguidelines/](http://www.hrsa.gov/womensguidelines/) for full coverage information.

## NETWORK ACCESS

### Why Is Having A “Family” Physician Important?

Managing your family’s healthcare, from both a medical and financial perspective, can be a difficult and complicated process. Your family **physician** is your partner in navigating that process. He or she coordinates the care your family receives as well as the providers that render that care. Seeing your family **physician** regularly keeps him or her well informed about your health and allows you and your **physician**, together, to make the best possible choices about the treatment your family receives, regardless of plan coverage.

### What Is A Network Provider?

A **network provider** is a facility or practitioner who has a signed contract with a preferred provider network (PPO) to provide medical services at a specific rate or pay. **Network providers** are independent contractors and the plan does not provide any guarantee concerning the care provided by **network providers**.

### How Do I Locate Network Providers In My Area?

To locate **network providers** in your area, simply log onto the CoreSource, Inc. website ([www.mycoresource.com](http://www.mycoresource.com)) and click on “Find a Provider.” You may search for a provider by specialty, location, or distance. You may also contact CoreSource, Inc. at (800) 999-0114.



## How Will Benefits Be Paid?

| If:   | Then:   |
|---|---|
| You or your <b>dependent</b> reside in an area where <b>Network providers</b> are not available   | Benefits will be paid at the Non-Network level.   |
| You or your <b>dependent</b> need <b>emergency</b> treatment for an <b>emergency</b> and receive treatment at a Non-Network facility  | Benefits will be paid at the Network level.   |
| You or your <b>dependent</b> utilize a <b>Non-Network provider</b> and such specialty provider and/or service is <u>not</u> available through a <b>Network provider</b>   | Benefits will be paid at the Network level. Any related laboratory tests, x-rays or follow-up visits by the same <b>Non-Network provider</b> will be paid at the Non-Network level  |
| You or your <b>dependent</b> utilize a <b>Non-Network provider</b> and such specialty provider and/or service is available through a <b>Network provider</b>  | Benefits (including any related laboratory tests, x-rays or follow-up visits by the same <b>Non-Network provider</b> ) will be paid at the Non-Network level.   |
| You or your <b>dependent</b> utilize a Network facility for <b>inpatient/outpatient</b> services/ procedures, but the Network facility uses a <b>Non-Network provider</b> for anesthesia, the interpretation of laboratory tests and x-rays and other <b>medically necessary</b> services   | Benefits will be paid at the Network level.   |
| You or your <b>dependent</b> utilize a <b>Network provider</b> for <b>inpatient/outpatient</b> services/ procedures, but the Network facility uses a <b>Non-Network provider</b> for anesthesia, the interpretation of laboratory tests and x-rays and other <b>medically necessary</b> services  | Benefits will be paid at the Network level.   |
| You or your <b>dependent</b> are admitted to a Non-Network <b>hospital</b> through the emergency room because of an <b>emergency</b>  | Benefits will be paid at the Network level until the attending <b>physician</b> determines that transfer to a Network <b>hospital</b> is medically feasible. If you or your covered <b>dependents</b> choose to stay in the Non-Network facility, the plan will then pay benefits at the Non-Network level. |
| When benefit payment to a <b>Non-Network provider</b> is upgraded to the Network level of payment, the <b>maximum allowable amount</b> will be based on a similar service or medical procedure by most similarly qualified <b>physicians</b> or other health care providers in the geographic area where the service or medical procedure is rendered. Any expenses in excess of <b>maximum allowable amount</b> will be your responsibility. |   |



## Foreign Claims

You or your **dependent** may be traveling, attending school, working for the **company** and residing outside the United States (U.S.), or working in the U.S. and a citizen of another country. Under these circumstances, you or your **dependents** may receive medical treatment in another country and it is important for you to understand how this plan will treat expenses incurred in a country outside of the U.S.

1. If you and/or your **dependent** are a citizen of another country covered under the national health program of your country of origin, any treatment that you receive within your country of origin will be covered by the national health plan and not covered by this plan. Covered expenses for treatment that you, or your **dependent**, receive in the U.S. will be covered under this plan. If you and/or your **dependent** reside in another country (not your country of origin) in order to perform work for the **company** or for your **dependent** to attend a qualified institute of higher learning, covered expenses for treatment received in the country of residence will be covered under this plan as though they were incurred in the U.S. If you and/or your **dependent** are traveling outside of the U.S., your country of residence or your country of origin, only covered expenses for **emergency** treatment will be considered for reimbursement under the plan.
2. If you and/or your **dependent** is a U.S. citizen residing outside of the U.S. in order to perform work for the **company** or for your **dependent** to attend a qualified institute of higher learning, covered expenses for treatment that you or your **dependent** receive in the U.S. or the country of residence will be covered under this plan. If you, or your **dependent**, are traveling outside of the U.S. or your country of residence, only covered expenses for **emergency** treatment will be considered for reimbursement under the plan.
3. If your **dependent** child's residence is different than yours (e.g., **dependent** children living with a former spouse), the plan will consider only the following expenses for reimbursement:
  - Covered expenses incurred within the U.S.
  - Covered expenses incurred within the country of origin only if no national health plan is available to the **dependent**.
  - Covered expenses incurred outside the U.S. in the country of residence (but not country of origin).
  - Covered expenses for **emergency** treatment only while traveling outside of the U.S., the country of origin, or the country of residence.
4. If you and/or your **dependent** is a U.S. citizen, residing in the U.S. and you incur medical expenses in another country, **emergency** treatment will be considered as though the expense was incurred in the U.S. **Non-emergency** treatment or elective services outside of the U.S. will not be covered under this plan.

## PLAN STRUCTURE

### What Is The Plan Deductible?

The **deductible** is the specific dollar amount that you must pay (or “satisfy”) before the plan pays its share of covered charges each calendar year. The **deductible** is satisfied on a calendar year basis with expenses from January through December.

Your **deductible** varies whether you choose to receive services from a **network** or **non-network provider**. For **deductible** amount(s) and other specific benefit information, please refer to the section titled “Overview of Benefits.”

The individual **deductible** will apply to each family member and will also apply to the family **deductible**. Once the family **deductible** has been satisfied the **deductible** will be considered satisfied for all family members for the calendar year. Any number of family members may help to meet the family **deductible** amount, but no more than the individual **deductible** for any one **covered individual** will apply toward the family **deductible** limit.

Expenses applied toward the non-network **deductible** will not be used to satisfy the network **deductible** and expenses applied to the network **deductible** will not be applied to the Non-network **deductible**.

Expenses that cannot be used to satisfy the plan’s calendar year **deductible** are:

- Plan co-pays, including **prescription drug** co-pays
- Plan penalties

### What Is Your Out-Of-Pocket Maximum?

This plan shares with you the expense for certain services. Your co-payment is the balance that you must pay of the **maximum allowable expense** charge for covered benefits when payment is made at less than 100%.

This plan is designed to limit your out-of-pocket expense. The **out-of-pocket maximum** limits are for covered services rendered during each calendar year. Your **out-of-pocket maximum** varies whether you choose to receive services from a **network** or **non-network provider**. For **out-of-pocket maximum** amount(s) and other specific benefit information, refer to the section titled “Overview of Benefits.”

The individual **out-of-pocket maximum** will apply to each family member and will also apply to the family **out-of-pocket maximum**. Once the family **out-of-pocket maximum** has been satisfied the **out-of-pocket maximum** will be considered satisfied for all family members for the calendar year. Any number of family members may help to meet the family **out-of-pocket maximum** amount, but no more than the individual **out-of-pocket maximum** for any one **covered individual** will apply toward the family **out-of-pocket maximum** expense limit.

Expenses applied toward the non-network **out-of-pocket maximum** will not be used to satisfy the network **out-of-pocket maximum** and expenses applied to the network **out-of-pocket maximum** will not be applied to the non-network **out-of-pocket maximum**.

For services rendered during the remainder of the calendar year after a **covered individual** reaches their **out-of-pocket maximum** limit, this plan will pay 100% of the **maximum allowable expense** charges for subsequent expenses which would otherwise be paid at a percentage other than 100%.

Expenses that cannot be used to satisfy the **out-of-pocket maximum** limit and not eligible for 100% payments even if the **out-of-pocket maximum** is met are:

- Plan penalties

### **Why Do I Get So Many Bills?**

This is possibly the most frequently asked question by those who receive medical services. Generally, many different health care providers work together to ensure that the highest possible level of care is provided.

You may receive bills from providers who are contracted by the **hospital**, such as anesthesiologists, residents or pathologists. Additionally, you may receive bills from providers who your **physician** asked to participate in your care, such as specialists who provide consultations. Finally, you will receive bills from the facility in which the services were performed, such as the **hospital** or surgical center.

You should review all of your bills. If you see a charge for a provider or service you do not remember, you should ask to review your records to verify that the service was provided.

### **Simplicity Services**

Simplicity is a medical payment service, provided by Simplicity Payment Association, enabling **covered individuals** to streamline their medical bill paying process. Services include the following:

#### **Simplicity** (Effective March 1, 2017)

The Simplicity Online Payment Manager enables eligible **covered individuals** to view their medical bills in one location, providing **covered individuals** more visibility to their outstanding medical expenses and the ability to pay their **deductibles** and coinsurance obligations directly to providers.

#### **Simplicity Complete** (Effective June 1, 2017 applies only to Simplicity members who upgrade to Simplicity Complete)

Simplicity services include Simplicity Complete, a service which prefunds eligible **covered individual's deductible** and coinsurance payment obligations under the plan to providers at the time of Plan benefit payments. Funding for Simplicity Complete is provided by Simplicity Payments, LLC. Simplicity Payments, LLC shall offer payment plans to eligible Simplicity Complete **covered individuals** who need additional time to pay Simplicity Payments, LLC such obligations in full.

### **Relay Services**

Relay Network, LLC provides telephonic messaging, including text messaging, to **covered individuals** who opt into the service. Such messaging shall include, but not be limited to, information about services and benefits available under the plan, reminders on preventive care, surveys, and educational information.

## Does This Plan Have A Pre-Certification Provision?

Your plan includes a feature called “pre-certification of benefits.” Pre-certification is the process of evaluating whether proposed services, supplies or treatments meet the medical necessity and other provisions of the plan to help ensure quality, cost effective care.

The intent of the pre-certification process is not to limit the patient’s choice of a provider, nor to tell the patient and the provider what treatment or services should be performed. The provider and patient may proceed with any treatment plan they choose, regardless of the benefit determination under the pre-certification process, recognizing that the patient will be responsible for the additional cost incurred beyond the plan benefit.

## Do I Need To Get A Pre-Certification? Yes!

This plan requires all **non-emergency inpatient** admissions to be reviewed prior to your scheduled admission date. “**Inpatient admissions**” include **inpatient hospital** admissions, partial hospitalization, inpatient hospice, rehabilitation and skilled nursing admissions and home health care. This provision does not apply to childbirth admissions less than 48 hours for vaginal delivery or 96 hours for cesarean delivery, nor does it apply to services rendered/provided outside of the continental United States of America or any U.S. Commonwealth, Territory, or Possession. Please note that if you or your **dependent** need medical care that would be considered urgent care or **emergency services**, then there is no requirement that the plan be contacted for prior approval.

To certify your admission, you or your provider may call: (800) 999-0114.

## What Procedures Require Pre-Certification?

- All **non-emergency inpatient hospital confinements** (including confinements for the treatment of **mental disorders** and/or substance abuse)
- Partial hospitalizations
- Rehabilitation and **skilled nursing facility** hospitalizations
- Home health care

### Outpatient procedures

- Cardiac Catheterization and Coronary Angioplasty
- Endoscopic Retrograde Cholangio-Pancreatography (ERCP)
- Laminectomy
- Lithotripsy
- Percutaneous transluminal coronary angioplasty (PTCA) with or without Stent Placement
- Oncology
- Chemical radiology

## **What Are The Penalties?**

When a required pre-certification is not obtained, expenses relating to the procedure/service will not be covered. The penalty applied will be the patient's responsibility.

The above benefit reductions are not considered eligible expenses and will not be applied to your **deductible(s)** or **out-of-pocket maximum**. So, please be sure to remind your **physician** to contact CoreSource, Inc.

**IMPORTANT:** Please note that any applicable penalty for failing to obtain pre-certification will apply when a retrospective review is performed after a non-urgent care service is performed regardless of the determination.

## **How Does The Pre-Certification Process Work?**

There are different types of certifications that may be performed in connection with your treatment. Your specific circumstances will help determine which certification method is appropriate for your situation.

The following information should be provided when you or your provider request certification:

1. Your name, address, phone number, and member identification number;
2. Your employer's name;
3. If you are not the patient, the patient's name, phone number, and address.
4. The admitting **physician's** name and phone number;
5. The name of the **hospital** or facility;
6. Date of admission or proposed admission; and
7. The condition for which the patient is being admitted to the **hospital** or facility.

## **Pre-Certification Before Services Are Rendered - Urgent Care Pre-Service Claims**

If an urgent care **pre-service claim** is filed following the proper claims filing procedures, and no additional information is needed, the **Claims Administrator** will notify the **claimant** of a decision within 72 hours.

If additional information is needed the **Claims Administrator** will notify the **claimant** within 24 hours. The **claimant** will have up to 48 hours from the request to supply the needed information. When the information is received, the **Claims Administrator** will notify the **claimant** of a decision within 48 hours from the receipt of the response. If the **claimant** does not respond to the request for information, the claim will be denied within 48 hours after the request for information.

When proper claims filing procedures are not followed, the **Claims Administrator** must notify the **claimant**, orally or in writing, within 72 hours of receipt of the claim. The **claimant** must respond to that notification within 72 hours. If the **claimant** does not properly file the claim within 72 hours, the claim will be denied. If the **claimant** properly files the claim within 72 hours, the **Claims Administrator** will notify the **claimant** of a decision within 48 hours of receipt of the properly filed claim.

Please note that if you or your **dependent** need medical care that would be considered urgent care or **emergency services**, then there is no requirement that the plan be contacted for prior approval.

## Pre-Certification Before Services Are Rendered - Non-Urgent Care Claims

If a request for a non-urgent care pre-certification is made providing the complete information described above, the necessary clinical information will be requested from the provider and the requesting person will be notified of the pre-certification determination within 15 days of receipt of the clinical information.

If all of the information listed above is not provided, the requesting person will be notified, orally or in writing, within five days of receipt of the request. You or your provider must respond to that notification providing the information above within 15 days. If there is no response from you or your provider within these 15 days, the plan will deny the pre-certification. If further clinical information is needed, or there are matters that prevent a decision and they are beyond the control of the plan, the requesting person will be notified within 15 days. You or your provider will have up to 45 days from the request to supply the needed information. When the information is received, the requesting person will be notified of a determination within 15 days from the receipt of the response. If there is no response from you or your provider to the request for information, the pre-certification will be denied within 60 days after the request for information. Should the required information be submitted subsequently, it will be considered a new request and will be reviewed in accordance with the above guidelines.

## Certification During Your Hospital Stay

If a late notification of an admission is received and your care is already ongoing, or you stay in the **hospital** longer than originally verified, what is referred to as “concurrent review” will be performed. So, while you are in the **hospital**, your treatment may continue to be reviewed to certify additional days of **hospital confinement**, other necessary treatment or discharge planning.

When a concurrent review is performed on an urgent request, the requesting person will be notified of a determination within 24 hours from receipt of the request, as long as the request was made at least 24 hours before the end of the last verified day.

If the request was made less than 24 hours prior to the end of the last verified day, and all necessary clinical information was provided, then the requesting person will be notified of a determination within 72 hours from receipt of the request. If additional information is needed, the process described under “Pre-Certification Before Services are Rendered - Non Urgent Care Claims” will be followed.

When a concurrent review is performed on a non-urgent request, the requesting person will be notified of the certification determination as quickly as possible, but not later than 15 days from receipt of the request. If additional information is needed, the process described under “Pre-Certification Before Services are Rendered - Non-Urgent Care Claims” will be followed.

Should the certification determine that the plan’s medical necessity provision will only allow a reduced **hospital** stay or shortened course of treatment before the end of any previously verified period, then you and your provider will be notified of the proposed change and you or your provider may appeal the change in the pre-certification determination. The decision on the appeal must be provided prior to the end of the previously verified period.

Finally, if at the end of a previously verified **hospital** stay it is determined that continued **hospital confinement** no longer meets the medically necessity provision of the plan, additional days will not be verified.

## **Certification After Services Are Rendered**

When you or your provider do not obtain certification prior to receiving services, or if you are discharged from the **hospital** during the time between the request for certification and the receipt of necessary clinical information, a certification process called “retrospective review” will be completed.

When a retrospective review is performed, the requesting person will be notified of a decision as quickly as possible, but no later than 30 calendar days from receipt of the request.

If additional information is needed, you or your provider will be notified within 30 days. You will have up to 45 days from the request to supply the needed information. When the information is received, the requesting person will be notified of the retrospective review determination within 15 days from the receipt of the response. If you, or your provider, do not respond to the request for information, the plan will deny the retrospective review within 60 days after the request for information. Should the required information be submitted subsequently, it will be considered a new request and will be reviewed under the above guidelines.

**IMPORTANT:** Please note that any applicable penalty for failing to obtain pre-certification will apply when a retrospective review is performed after a non-urgent care service is performed regardless of the determination.

## **What If My Provider And I Disagree With The Decision?**

If you or your provider disagrees with the certification decision, you have a few options. First, you and your provider may proceed with any treatment plan you may choose, regardless of the benefit determination. Second, you may be able to request reconsideration. And, finally, you may file an appeal.

If an initial determination is made that the proposed treatment does not meet the medical necessity provision of the plan and no “peer-to-peer” conversation has taken place between your attending **physician** and the independent reviewing **physician** who participated in the original determination, then the reconsideration process will be offered.

If your provider requests reconsideration within two business days of the adverse determination and peer-to-peer conversation has not occurred, a peer-to-peer conversation between your attending **physician** and the original independent reviewing **physician** (or an alternate **physician** with the same qualifications if the original reviewing **physician** is unavailable) will be arranged. The requesting provider will be notified of the peer-to-peer conversation decision within one business day. If the services cannot be approved after the peer-to-peer conversation, a formal letter will be issued detailing the reasons for the decision as well as your appeal rights.

## **Appeals**

If you, or your provider, disagree with the certification determination, you and/or your provider may appeal that decision. Please refer to the section titled “Adverse Benefit Determinations and Appeals” for additional information.

## **Case Management**

The plan provides a **covered individual** the opportunity to receive medical case management services.

Medical case management is a program that manages the provision of healthcare to individuals with high cost medical conditions. The goal is to perform assessment, planning, facilitation, and advocacy for options and services available to meet an individual's health needs. This process is performed through communication and coordination of available resources to promote quality cost-effective outcomes.

When it is determined that a case would benefit from case management, arrangements will be made for case review by a nurse coordinator from an independent case management firm. The nurse coordinator will 1) contact the individual (and family) to assist with the individual's needs for coverage and benefit information, 2) coordinate the services with health care providers, 3) perform various services associated with a discharge or return home, 4) provide patient education, and 5) make recommendations to the patient (family) concerning the types of services that can aid in the recovery process.

When the patient chooses to follow the recommendations made through case management, the plan may, at its discretion, cover additional **medically necessary**, non-experimental expenses.

## BENEFIT DETAILS

### Working With Your Physician

You and your **physician** are a team and your goal is to make sure you are in the best health possible. Both you and your **physician** have important responsibilities in helping the team reach its goal. You can work better with your **physician** by following three simple steps:

#### 1. Ask

- Ask questions, especially if you do not understand your **physician's** or **nurse's** instruction.
- Let your **physicians** and **nurses** know if you need more time to ask questions about your health.

#### 2. Tell

- Tell your **physician** your health history. Be sure to mention family history of diseases and conditions.
- Tell your **physician** about your health now. Only you know how you feel and whether you feel differently than you did before.
- Be sure to tell your **physicians** and **nurses** if you have any allergies or reactions to medicines.

#### 3. Follow up

- Once you leave the **physician's** office, follow up.
  - i. If you have questions, call the **physician's** office.
  - ii. If you have problems with your medicine, call your **physician** or your pharmacist.
  - iii. If you need to see a specialist or get a test, make the appointment or ask your **physician's** office to make the appointment.
  - iv. If you do not hear from your **physician** or **nurse** about test results, call and ask. If you do not understand the results, ask what they mean.

## What If I Need Diagnostic Testing?

There are numerous reasons why you may need diagnostic testing. Diagnostic testing provides information needed to help your **physician** diagnose your condition, as well as prescribe, refer and monitor treatment of your condition.

Some diagnostic tests are invasive and require a perforation or incision into the skin or a body cavity to obtain a specimen (e.g., biopsy or catheterization). Other diagnostic tests are non-invasive (e.g., urine test, x-rays, CAT/MRI scans, etc.) This section addresses non-invasive diagnostic tests. See “What if I Need Surgery?” for more information regarding invasive tests.

The plan will pay for the diagnostic tests, including any charges associated with interpreting the results.

## Preparing For Diagnostic Testing

If your **physician** orders diagnostic testing, you may want to ask your **physician** the following questions:

1. Why do I need the testing?
2. What do I need to do to prepare for the testing (e.g., diet, fasting, etc.)?
3. Should I take my medications/supplements before my testing?
4. Will the testing be painful or uncomfortable?
5. Who do I call to obtain my results?
6. How long will it take to receive my results?
7. What are the “normal” ranges of the testing?
8. If all my test results are normal, does that mean I have nothing to worry about?



## What Is Covered?

The following services are covered at the benefit levels shown in the section titled “Overview of Benefits:”

- Allergy tests.
- Laboratory testing, x-rays, and other diagnostic testing (e.g., CAT/MRI scans, EKGs, EMGs, EEGs, thyroid testing, nerve conduction studies, pulmonary function studies, etc.) to diagnose an **injury** or **illness** (including charges associated with interpreting the results), when ordered by a **physician** and performed in a:
  - **hospital outpatient** department;
  - **hospital** emergency room to initially care for an **emergency**;
  - **hospital** emergency room when related to a condition that does not qualify as an **emergency**;
  - **physician’s** office; or
  - laboratory or x-ray facility.
- Pre-admission tests performed in a **hospital outpatient** department, a **physician’s** office, or separate laboratory or x-ray facility before a covered **hospital confinement** or **surgery**.
- Testing - lab test and x-rays to determine the cause of **infertility**.
- Genetic testing when **medically necessary** to establish a **diagnosis** of an inheritable disease if the patient has clinical symptoms or is at direct risk of inheriting the disease and the results of genetic testing will directly impact the patient’s treatment and all other means of determining a definitive **diagnosis** have been exhausted. Genetic counseling unrelated to pregnancy will be covered when necessary in accordance with the American College of Medical Genetics.

## **What If I Need Emergency Treatment?**

Seeking medical care during an **emergency**, or in a situation which might be an **emergency**, may be a confusing time. If you are in a situation that might require immediate care, you should receive medical treatment as quickly as possible.

## **Be Prepared For A Possible Emergency**

During an **emergency** you will need to act quickly. However, there are some things that you can do, in advance, to ensure that you receive the best care possible. Taking just a few minutes to prepare for a possible **emergency** can be beneficial in the long run.

1. Know the location of the closest emergency room.
2. Make sure all your family members know what to do in the case of an **emergency**.
3. Prominently display emergency contact information, including ambulance, fire and **physician's** numbers.
4. Keep a Personal Health History for each member of your family. Keep this history in your purse or wallet so you can bring it with you in the case of an **emergency**. This history will assist the **emergency physicians** with providing the best possible treatment and should include the following information.
  - I was in the **hospital** for (list conditions and dates):
  - I have had these **surgeries**:
  - I have had these **injuries/conditions/illnesses**:
  - I have these allergies (list type of allergy and reaction):
  - I have had these immunizations (shots):
  - I take these medicines/supplements (bring with you, if possible):
  - My family members (parents, brothers, sisters, grandparents) have/had these major conditions:
  - I see these other health care providers (include the name and phone number for each provider, as well as why you see them):

## Urgent Or Emergency Care Centers

What if you get sick at night, on a holiday, or over the weekend? You cannot get to your **physician**, but you are not sick enough to go to the emergency room. There may be an "urgent" or "emergency" care center near you. These centers are open long hours every day to handle problems that are not life-threatening. But they are no substitute for a regular primary care **physician**.

To make sure an urgent or emergency care center provides quality care, call or visit the center to find out:

1. If the center is licensed. Then check to see if it is accredited by a group such as The Joint Commission (telephone: 630-792-5800; website: <http://www.jointcommission.org>) or the Accreditation Association for Ambulatory Healthcare (telephone: 847-853-6060; website: <http://www.aaahc.org>). The accreditation certificate should be posted in the facility.
2. How well trained and experienced are the center's **health care professionals**?
3. If the center is affiliated with a **hospital**. If it is not, find out how the center will handle any **emergency** that could happen during your visit.

## What Is Covered?

The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- The plan pays benefits for professional ambulance services (ground, or air) for transportation to treat an **emergency**. Covered transportation will be to the closest facility equipped to handle the condition. The plan also covers ambulance transportation to a **skilled nursing facility** or between **hospitals** when a patient needs immediate testing, or when other treatments cannot be performed by the **hospital** in which the patient is confined. Transportation from the **hospital** to the patient's home is covered, if a home health care program is in place.
- The plan pays benefits for a **hospital** emergency room, including **physician** and covered facility charges to initially treat an **emergency** or a medical condition which requires immediate care or for immediate care of a chronic condition.
- The plan pays benefits for **physician** and facility charges for treatment received at an urgent or emergency care center.



## What If I Need To Be Admitted To The Hospital?

When you need to be admitted to the **hospital**, it can be a stressful time for you and your family. But, it is important to remember to ask your **physician** a few questions before you are admitted.



1. Why do I need to be treated in the **hospital**? Are there any treatment alternatives?
2. What procedures are you performing and what are the possible complications?
3. How long will I be in the **hospital**?
4. What is the expected recovery period following my discharge?
5. How will any pain I experience be controlled or managed?
6. Will I require follow-up care with you or another **physician** after I am discharged?
7. What is my prognosis and what changes do I need to make?
8. Is the facility in my network?
9. Have you called to verify the benefits available through my health plan?

## What Is Covered?

The following services are covered at the benefit levels shown in the section titled “Overview of Benefits:”

- **Inpatient** room and board charges, up to the **hospital's** semi-private room rate. Charges made by a **hospital** having only single or private rooms will be considered at the least expensive rate for a single or private room.
- **Inpatient** room and board charges for specialty care units (ICU, CCU, Burn Unit, etc.).
- Laboratory tests, x-rays, and other diagnostic testing performed during the **hospital** stay, as well as the interpretation of the results.
- Consultations provided by a **physician** during your confinement.
- **Physicians'** visits, up to one visit per day (unless visits are by different **physicians** and for different diagnoses).
- Certain services, supplies and treatment provided in the **hospital** during your confinement, including, but not limited to:
  - use of operating, delivery, recovery and treatment rooms;
  - laboratory and x-ray services;
  - anesthesia and its administration;
  - use of incubators, oxygen and dialysis machines;
  - **physical therapy**;
  - chemotherapy and radiation therapy;
  - drugs and medicines consumed on the premises; and
  - dressings, supplies and casts.

## What If I Need Step Down Care?

After an **inpatient** stay or after **surgery** it may be appropriate to complete your recovery in a facility that specializes in providing restorative and rehabilitative care, rather than acute care. To receive this care, you may be admitted to another facility or transferred to another floor or wing of the same facility. In other cases, treatment may be able to be provided in your home. Charges will be covered as described below and will be payable as described in the section titled "Overview of Benefits."

## Rehabilitative Or Skilled Nursing Facility Care

Services of a facility licensed as a rehabilitation facility or **skilled nursing facility** can benefit patients with a range of medical needs, from long-term 24-hour nursing care to short-term rehabilitation. A broad range of services are available to address the patient's advanced medical, social and personal care needs. Services are typically, although not necessarily, provided after an **inpatient** stay or **surgery**.

**NOTE:** Admissions must begin within 2 days following a **hospital confinement** of at least 2 days and be for the same or related cause as the prior **hospital confinement**.

## What Is Covered?

This plan will cover the level of care appropriate for your condition. Rehabilitative and **skilled nursing facility** care benefits include:

- Room and board, not to exceed the semiprivate room rate. Charges made by a facility having only single or private rooms will be considered at the least expensive rate for a single or private room. Charges for private rooms will not be limited to the semi-private room rate when the private room is **medically necessary**.
- Other **inpatient hospital** services even though rendered by a rehabilitation or **skilled nursing facility**.
- **Physical therapy**.
- Speech therapy where speech is impaired due to **illness** or **injury**.
- Occupational therapy to restore function lost due to **illness** or **injury**.
- **Prescription drugs** dispensed by a rehabilitation or **skilled nursing facility**.

## Home Health Care

Home health care services can often offer patients increased levels of comfort and security by allowing them to be treated by **health care professionals** in their own home environment rather than in a **hospital**. When those services meet the following criteria, this plan provides for services of a **home health care agency** that is **Medicare**-approved and licensed in the state in which it is located:

1. Services are under the direction of a **physician** who provides and regularly reviews a written treatment plan.
2. Services conform to the **physician's** written treatment plan outlining the patient's **diagnosis**, prognosis and medical needs or to avoid placing the patient at risk for serious medical complications; and
3. Services are provided by a licensed **nurse**, therapist, or home health aide who is an employee of the **home health care agency**.
4. Services are intermittent or hourly in nature,
5. The services are provided in lieu of a continued hospitalization, confinement in a **skilled nursing facility**, or receiving **outpatient** services outside of the home,
6. The member is homebound because of **illness** or **injury** (i.e., the member leaves home only with considerable and taxing effort and absences from home are infrequent, or of short duration, or to receive medical care), and
7. The nursing services provided are not primarily for the comfort or convenience of the patient.

## What Is Covered?

The following benefits are available through this plan to assist a patient requiring health services in his or her home:

- Part-time or intermittent nursing care.
- Part-time or intermittent home health aide services (caring for the patient) by an aide.
- **Physical therapy**, occupational therapy, and/or speech therapy.
- Infusion therapy, provided by a **home health care agency** or a licensed home infusion company.
- Other covered services billed by a **home health care agency**.

## Hospice Care

Facing the necessity of end of life care for yourself or a loved one is especially difficult. **Hospice** care services help to ensure that the dying person's last days are filled with comfort and dignity.

### What Is Covered?

The following benefits are available through this plan to assist both the dying person and his or her caregiver:

- Room, board and other services and supplies for **inpatient hospice** care.
- **Outpatient hospice** charges.
- Part-time or intermittent nursing care rendered by a **health care professional**.
- Speech, physical or respiratory therapy.
- Part-time or intermittent home health aide services by an employee of the **hospice**.
- Medical supplies prescribed by a **physician** and supplied by the **hospice**.
- Drugs and medicine supplied by the **hospice**.
- Respite care.

The following services are also available to you and your covered **dependents** through the Employee Assistance Plan (EAP), Impact Solutions. You may contact the EAP at 1-800-227-6007 or visit their website at [www.myimpactsolutions.com](http://www.myimpactsolutions.com). Services include, but are not limited to:

- Bereavement counseling.
- Estate planning.
- Legal assistance.

## What If I Am Going To Have A Baby?

Congratulations on the upcoming birth of your child! When you learn of your pregnancy, it is often a very emotional time for you and your loved ones. Once you get over the initial excitement, it is very important that you start making decisions about your pre-natal care and the **physicians** who will help you bring your child into this world.

## How To Improve The Quality Of Your Pregnancy And Your Baby's Health

The first step toward improving the quality of your pregnancy and your baby's health is to seek good pre-natal care, which includes the following:

1. Good nutrition and healthy eating habits including a well-balanced diet.
2. Frequent pre-natal office visits with your **physician**.
3. Routine testing, including ultrasounds, blood screenings, and other necessary tests as determined by your **physician**.
4. Following the advice of your **physician**.
5. Calling your **physician** whenever you are experiencing a symptom that you think may be a danger sign.

The next step is choosing the right **physician** for you. It is important to ensure that the **physician** you select will provide pre-natal care, as well as delivery and post-natal services. And make sure that you find a **physician** who you feel comfortable with, so that you feel okay asking questions.

## What Is Covered? - Mother's Expenses

This plan provides coverage for certain medical expenses associated with maternity care for the **employee, spouse** and/or **dependent** children. The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- **Physician's** charges associated with pre-natal and post-natal care, including routine testing and ultrasounds.
- Amniocentesis when **medically necessary** to determine the condition of the fetus.
- **Inpatient** covered **hospital** services related to your pregnancy and delivery.
- Birthing center charges for both **hospital** on-site and freestanding centers.
- **Physician's** charges associated with delivery services (including **surgery** and related anesthesia).
- Surgical assistance provided by a physician's assistant or another **physician**, when **medically necessary** and ordered by the attending **physician**.

- Genetic testing when **medically necessary** to establish a **diagnosis** of an inheritable disease if the patient has clinical symptoms or is at direct risk of inheriting the disease and the results of genetic testing will directly impact the patient's treatment and all other means of determining a definitive **diagnosis** have been exhausted. Genetic counseling in connection with pregnancy will be covered if:
  - the parents had a previous child born with a genetic disorder, birth defect, chromosome abnormality, intellectual development disorder, autism, developmental delay or **learning disability**, or
  - the pregnancy is known to be at increased risk for complications or birth defects based on ultrasounds, screening tests, ethnicity, maternal age, exposure to external agents, known genetic disorder affecting either parent, previous stillbirths or repeat miscarriages and a suspicion of chromosome abnormalities, or closely related couples.

### What Is Covered? - Newborn's Expenses

As long as you or your **covered spouse** enrolls your eligible newborn within 31 days following his or her birth, the plan pays benefits for the following services (even if the plan does not cover the mother's expenses). The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- Your covered newborn's **inpatient** covered **hospital** services.
- Initial examination by a **physician** other than the delivering **physician**.
- Routine nursery visits (up to one visit each day for each **diagnosis**) during the newborn's **hospital** stay.
- Consultations provided by a specialist.
- **Physician's** charges associated with circumcision.



### You Should Know

The provisions of this plan are intended to comply with a federal law prohibiting all group health plans from restricting the length of the **hospital** stay to less than 48 hours following vaginal delivery and less than 96 hours following a cesarean section. In addition, the plan does not require any prior authorization for **hospital** stays less than 48 hours (or 96 hours as applicable). After consulting with you, your attending **physician** can still elect to discharge you and/or your baby earlier than 48 hours (or 96 hours as applicable) following delivery.

## DISEASE SPECIFIC TREATMENTS

Complex medical conditions require complex treatments to help patients manage their diseases. Though the treatments can be extremely difficult, often they can help patients live full, active lives. If you or a family member is facing the need for an invasive treatment, you are likely also coping with stress and anxiety, decisions about treatment options, and the need for support.

### What If I Need Chemotherapy?

Though cancer and its treatments come in many forms and varieties, chemotherapy, also known as cytotoxic therapy, is one of the more common ways to fight the disease.

### Oncology Management Program

The purpose of the oncology management program is to assist the **covered individual** and the **covered individual's** oncologist during the **covered individual's** course of cancer treatment when administered in either an **outpatient** setting (e.g. in the **physician's** office or other covered **outpatient** setting) or an **inpatient** setting. The program only applies to the chemotherapy and radiation plans of treatment used in connection with the **covered individual's** cancer treatment.

In order to initiate the oncology management process, the **covered individual** should contact CoreSource, Inc. to verify plan benefits; however, such verification is not a guarantee of benefits. The plan of treatment shall also be certified with CoreSource, Inc. by calling the number shown on the **covered individual's** identification card. Failure to follow the pre-certification procedures will result in a reduction of benefits, as specified in the section titled "How To File Medical Claims?". CoreSource, Inc. will contact the vendor of the program to discuss the plan of treatment and initiate the program.

Once CoreSource, Inc. has contacted the program vendor, a certified oncology **nurse** or Oncology Case Manager (OCM) will be assigned to the **covered individual's** case. The OCM will contact the **covered individual** periodically to provide support, education, and answer any questions from the **covered individual**. At the same time, the OCM will contact the oncologist to discuss the proposed plan of treatment and assist in coordinating the information pertaining to the various cycles of the plan of treatment.

If the **covered individual's** oncologist determines that oral anti-cancer drugs and/or supportive medications should be taken in the home setting following the chemotherapy treatment received on an **inpatient** or **outpatient** basis, the oncologist may require that the drugs be sent to the **covered individual's** home in time to meet the medication schedule specified by the oncologist.

In order to receive benefit payments under the plan, the oncologist's plan of treatment must be received by the program vendor, and determined by CoreSource, Inc. not to be experimental and/or investigative. If any of the drugs prescribed by your oncologist require specific pathology results or molecular marker results to validate their use, these results must be provided to the program vendor prior to validation of your treatment regimen.

The plan will not pay for or otherwise cover the cost of drugs considered **experimental/investigational** by CoreSource, Inc.

Notwithstanding the plan's definition and exclusions of **experimental/investigative**, in the context of drugs used in the treatment of cancer, the use of a drug will not be considered **experimental/investigative** if:

1. the use of the drug has been recognized as safe and effective for the treatment of the specific type of cancer in the National Comprehensive Cancer Network's Drugs and Biologics Compendium, Thomson Micromedex DRUGDEX, Thomson Micromedex DrugPoints or Clinical Pharmacology; or
2. the drug is provided in association with a Phase III or IV trial for cancer, as approved by the FDA or sanctioned by the National Cancer Institute (NCI); or
3. the drug is provided in association with a Phase II trial for cancer by an NCI-sponsored group and standard treatment has been or would be ineffective or does not exist or there is no clearly superior non-investigational alternative that can be delivered more cost efficiently as determined by CoreSource, Inc.

### **What Is Covered?**

The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- Medications and their administration, including oral medications not covered by the prescription plan.

### **What If I Need Dialysis?**

Dialysis is the most common method to treat advanced and permanent kidney failure. During the waiting period for **Medicare** benefits, this plan provides benefits for dialysis due to chronic renal failure as described below and will be payable as described in the section titled "Overview of Benefits."

### **What Is Covered?**

The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- Dialysis treatment performed in:
  - the **outpatient** department of a **hospital**,
  - a facility recognized by **Medicare** for dialysis, or
  - the patient's home.

## What If I Need To See A Physician?

There are many types of **physician** related services that are covered under the plan. Services may be for **inpatient** and/or **outpatient** treatment, including consultations and office visits.

## Preparing For A Physician Visit

In most cases, your **physician** will see you for less than 10 minutes. To prepare and make the most of a **physician** visit, whether on an **inpatient** or **outpatient** basis, you may want to do the following:

- Write down your most important concerns
  - Symptoms, including when they first occurred and how often they occur,
  - History of the problem, including whether you have had the problem before and how long ago,
  - Treatments you may have tried.
    - ◆ Bring records of information (medical records from other current or previous **physicians**, medications you currently take or have previously taken, including dosage information and over-the-counter medications, other health problems, etc.)
- Bring along a family member to help you with questions and/or any instructions your **physician** might give you.
- Take notes and ask questions or ask for further explanations regarding your health.
- Follow your **physician's** recommended treatment.

## What Is A Consultation?

A consultation is a meeting of two or more health professionals to discuss the **diagnosis**, prognosis, and treatment of a particular case.



## What Is Covered?

The following services are covered at the benefit levels shown in the section titled “Overview of Benefits:”

- Consultations, including those:
  - for medical conditions that may or may not require **surgery**; and
  - provided by a **physician** (other than the attending **physician**) during a **hospital confinement**.
- Office exams provided to treat an **illness** or **injury**.
- Charges by a retail establishment health clinic (MinuteClinic®, Take Care Health Clinic®, RediClinic®, etc.) for exams to treat an **illness** or **injury**. Services through a retail establishment health clinic will be paid in the same manner as an office visit. You must pay for the services rendered in full and then submit the paid receipt to the plan for reimbursement. You will be reimbursed the allowable amount, minus any co-pay or **deductible**.
- Charges relating to chiropractic care. Coverage may include spinal and osteopathic manipulations (which include the full spine), spinal x-rays, **physical therapy** and office visits.
- Charges associated with injections to treat an **illness** or **injury**, including antigens and serums.
- Charges associated with contraceptive injections, devices, implants.
- Charges related to **outpatient mental disorders** and substance abuse treatment when rendered by a **physician** or **health care professional**, who is licensed, accredited or certified, to perform specific health services consistent with state law.

## What If I Need Surgery?

There are many reasons why someone may need to have **surgery**. Some **surgeries** are due to an **emergency**, but most **surgeries** today are elective. By having an elective **surgery**, you have time to learn more about your **surgery** and find out if it is the best treatment for you.

A surgical procedure may consist of a cutting operation, suturing of a wound, treatment of a fracture, relocation of a dislocation, radiotherapy (if used in lieu of a cutting operation), diagnostic and therapeutic endoscopic procedures, or laser **surgery**. Certain injections are also classified as **surgery**. The plan will cover charges related to a surgical procedure as described below, including charges for blood that has not been replaced by donation and charges for you to store your blood for **surgery** at a later time.

## Preparing For Surgery

Prior to your elective **surgery**, there are many questions you can ask your **physician**:

1. Why do I need to have **surgery** and what will happen if I do not have **surgery**?
2. Are there any alternatives?
3. Are there any risks or side effects associated with the surgical procedure?
4. How long will it take for me to recover?
5. Should I get a second surgical opinion?
6. What do I need to do to prepare for **surgery**?



## What Is Covered?

The following services are covered at the benefit levels shown in the section titled “Overview of Benefits:”

- **Inpatient** or **outpatient surgery** performed in a **hospital**, ambulatory surgical center, urgent care facility or **physician’s** office, including:
  - facility charges;
  - surgeon’s charges;
  - surgical assistance provided by a physician’s assistant or another **physician** for surgical procedures that need an assistant; and
  - related anesthesia when administered by a **physician** (other than the operating or assisting **physician**) or a Certified Registered Nurse Anesthetist (CRNA).
- Diagnostic surgical procedures.
- Placement or replacement of functional implants (e.g., pacemaker, defibrillator, insulin pump, artificial limb) or non-functional implants (e.g., pins/plates for a broken/fractured bone).
- Sterilization, including tubal ligations or vasectomies (applies to an **employee** or his or her **covered spouse** or covered female **dependent**).

- Oral surgical procedures and other related services, when performed by a **physician** (MD or DO), Doctor of Dental Surgery (DDS), or Doctor of Dental Medicine (DMD), limited to:
  - incision and drainage of an abscess.
  - removal of cysts.
  - resection of benign tumor of soft tissue.
  - sialolithotomy (Removal of stone from a salivary gland or duct).
  - closure of salivary fistula (Abnormal opening of the salivary gland or duct).
  - extraction of impacted teeth.
  - repair to the jaw or sound natural teeth due to an accidental bodily **injury** (Treatment must be completed within 12 months of the **injury**, unless the healing process delays treatment.)
  - **surgery**, x-rays, manipulations and other therapy related to the treatment of Temporomandibular Joint Syndrome (TMJ).
  - surgical procedures performed on the jaw or mouth if the **surgery** would have been covered if performed on any other part of the body.
  - x-rays (including the interpretation of the results) related and performed prior to a covered oral surgical procedure.

**NOTE:** **Dental** procedures that are payable under both this medical benefit plan and the **company** sponsored dental benefit plan will be processed under the dental benefit plan only.

- Surgical procedures related to covered hearing or vision services, including:
  - **physician's** charges related to **surgery**; and
  - related anesthesia and facility charges.

### **Second Surgical Opinions**

The plan does not require that you obtain a second surgical opinion for an **inpatient** or **outpatient surgery**. However, getting a second surgical opinion from another **physician** is a good way to ensure that your **surgery** is **medically necessary** and the appropriate **surgery** for you. Your **physician** may refer you to another **physician** for a second opinion or you can coordinate a second opinion from any **physician** of your choice.

The plan pays for the cost of the second opinion exam provided the **physician** performing the second surgical opinion submits the charge as a second surgical opinion consultation. If you have a second opinion, you must request that the **physician** providing the second surgical opinion submit the charge as a second surgical opinion consultation.

### **Women's Health And Cancer Rights Act**

After a **medically necessary** mastectomy, the plan will provide coverage in the same manner as any other covered surgical procedure. When the mastectomy is performed, the plan will provide coverage for reconstruction of the surgically removed breast, including nipple and areola reconstruction and repigmentation. It will also cover reconstruction of the other breast to produce a symmetrical appearance. The plan will also provide coverage for breast prosthesis due to a mastectomy.

## What If I Need Anesthesia?

The plan pays for anesthesia associated with a covered surgical procedure. Your **physician** will inform you whether or not your surgical procedure requires anesthesia. There are three types of anesthesia that your **physician** may choose:

- Local anesthesia is injected in tissue and numbs a small portion of your body and only for a short period of time. This type of anesthesia is generally reserved for **outpatient** procedures and skin and soft tissue **surgery**, in which a small incision and no deep penetration occur. Charges for this type of anesthesia are included in the surgeon's bill and no additional billing would be payable.
- Regional anesthesia is injected into a cluster of nerves and numbs a larger portion of your body (e.g., arm, leg or the lower portion of your body) for a few hours. During the time you are under this type of anesthesia, you may be awake and given a sedative.
- General anesthesia is administered intravenously or by inhalation. With this type of **surgery** you are not conscious during **surgery**.

When you decide to have **surgery**, ask to meet with the anesthesiologist (**physician** or a Certified Registered Nurse Anesthetist (CRNA)) who will be administering the anesthesia. When meeting with the anesthesiologist, you may want to ask the following questions:

1. How long will I be under anesthesia?
2. What are the side effects of having anesthesia?
3. I am taking prescribed medications, vitamins and/or supplements, does this pose any risk?
4. Are there specific risks for someone my weight, height and age?
5. Is any special consideration taken if I am a smoker?

## What If I Need Therapy?

A very important part of the treatment and recovery process may be some type of therapy. Therapy can help strengthen parts of the body that have lost function. In some cases therapy may be the only needed treatment for your condition. In other cases therapy may be part of a treatment program designed to assist with your recovery. You and your **physician** will decide what type of therapy is right for you.

Below are several questions you may want to ask your **physician** or therapist as you begin therapy:

1. What type of therapy am I receiving?
2. Why is this the right type of therapy for my condition?
3. How often will I need therapy?
4. How long will my treatment continue?
5. Where will the treatment be performed?
6. At what point will my progress be evaluated?
7. What type of activities will my therapy consist of?



## What Is Covered?

The following services are covered at the benefit levels shown in the section titled “Overview of Benefits:”

- Occupational therapy prescribed by a **physician** and necessary to improve, develop, or restore physical functions lost or impaired due to **illness** or **injury**. Services must be rendered by a **physician** or a **health care professional**.
- **Physical therapy** prescribed by a **physician** and necessary to improve, develop, or restore physical function lost due to **illness**, **injury**, or a covered surgical procedure. Services must be rendered during a covered **hospital confinement**, in the **outpatient** department of a **hospital**, a free-standing **physical therapy** center, a **Medicare** approved rehabilitation facility or a **physician's** office. Services must be rendered by a **physician** or a **health care professional**.
- Speech therapy when prescribed by a **physician** and necessary to restore or improve a speech disorder that results from **illness** or **injury**, or to treat speech delay where the delay is caused by an identified **illness**, **injury** or when following **surgery** for a **congenital defect**. Services must be rendered by a **physician** or a **health care professional**.
- Phase 1 and Phase 2 cardiac rehabilitation for those patients with certain cardiac conditions who would materially benefit from cardiovascular exercise, and who are unable to engage in unsupervised exercise without a clear risk of an acute cardiac event. Cardiac rehabilitation should be initiated as soon after the cardiac event as it is safe to begin (depending on the condition, typically no more than 6-12 months after a **surgery** or procedure is performed). Services must be provided by a **Medicare** approved facility in accordance with **Medicare** guidelines.

## What If I Need A Transplant?

When you or your family member prepares to undergo transplantation, it can cause great emotional and physical strain. By doing some research and learning what to expect, you will be better prepared and ensured a successful procedure; being prepared means taking these extra steps prior to the time of **surgery**:

1. Stay Positive – Good emotional health will help increase your body's health. Be sure to talk to your **physician** about stress and anxiety management, and find out what types of services may best help you manage your health.
2. Get Educated – Ask lots of questions! Your **physician** and transplant team will be able to provide you with information to help you understand the procedure and its risks, as well as what to expect once the procedure is completed.
3. Get Support – Family and friends are a crucial lifeline for many transplant patients. However, there are also support groups that are intended to help you manage the numerous emotions that are common to transplant patients. Again, your **physician** and transplant team will be able to assist you with locating support groups in your area.
4. Get Financially Ready – Talk to your **physician** and the team at the transplant center regarding the procedures that will be performed as well as the expected reimbursement through your medical plan. Also, be sure to ask about the transplant network and how you can maximize your benefits by utilizing its resources.

## What Is Covered?

The following services are covered at the benefit levels shown in the section titled "Overview of Benefits:"

- **Physician's** charges related to the **surgery**, including charges for a surgical **physician's** assistant and related anesthesia.
- **Inpatient** covered **hospital** services related to the transplant procedure.
- Harvesting, storage and transportation costs related to the donated organ.
- Transportation charges to the facility for the transplant for the patient and one companion.
- When you or your covered family member is the recipient of a donated organ, this plan will also cover the donor's medical expenses incurred as the result of the transplant, provided that the expense is charged to the **covered individual** and no other source is available to pay the actual donor's medical expenses.
- Storage of the patient's own blood in advance of an approved transplant surgical procedure.

## What Is Not Covered?

These exclusions will apply only to transplant expenses. Please see the “What is Not Covered?” section for all other plan exclusions.

- Expenses of a **covered individual** who donates an organ.
- Fees charged by blood and organ donors.
- Charges for a donor search, unless the transplant network is utilized.
- Expenses incurred while waiting for a human organ transplant (e.g., housing, transportation, living expenses, etc.), unless the transplant network is utilized.
- The transplant of non-human or mechanical organs.
- Any charge for the organ itself.

## Institute Of Excellence (IOE)

This is a facility that is contracted with Aetna to furnish particular services and supplies to you in connection with one or more highly specialized medical procedures. The maximum charge made by the IOE for such services and supplies will be the amount agreed to between Aetna and the IOE.

## Transplant Expenses

Once it has been determined that you or one of your **dependents** may require an organ transplant, you, or your **physician** should call the CoreSource, Inc. precertification department to discuss coordination of your transplant care. Aetna will coordinate all transplant services. In addition, you must follow any precertification requirements. Organ means solid organ; stem cell; bone marrow; and tissue.

Benefits may vary if an Institute of Excellence (IOE) facility or non-IOE is used. In addition, some expenses listed below are payable only within the IOE network. The IOE facility must be specifically approved and designated by Aetna to perform the procedure you require. A transplant will be covered as preferred care only if performed in a facility that has been designated as an IOE facility for the type of transplant in question. Any treatment or service related to transplants that is provided by a facility that is not specified as an IOE network facility, even if the facility is considered as a preferred facility for other types of services, will be covered at the non-preferred level. Please read each section carefully.

## Covered Transplant Expenses

Covered transplant expenses include the following:

- Charges for activating the donor search process with national registries.
- Compatibility testing of prospective organ donors who are immediate family members. For the purpose of this coverage, an “immediate” family member is defined as a first-degree biological relative. These are your biological parents, siblings or children.
- **Inpatient** and **outpatient** expenses directly related to a transplant.
- Charges made by a **physician** or transplant team.
- Charges made by a **hospital**, **outpatient** facility or **physician** for the medical and surgical expenses of a live donor, but only to the extent not covered by another plan or program.
- Related supplies and services provided by the IOE facility during the transplant process. These services and supplies may include: physical, speech and occupational therapy; bio-medicals and immunosuppressants; home health care expenses and home infusion services.

Covered transplant expenses are typically incurred during the four phases of transplant care described below. Expenses incurred for one transplant during these four phases of care will be considered one Transplant Occurrence.

A Transplant Occurrence is considered to begin at the point of evaluation for a transplant and end either: 1) 180 days from the date of the transplant; or 2) upon the date you are discharged from the **hospital** or **outpatient** facility for the admission or visit(s) related to the transplant, whichever is later.

The four phases of one Transplant Occurrence and a summary of covered transplant expenses during each phase are:

1. Pre-transplant Evaluation/Screening: Includes all transplant-related professional and technical components required for assessment, evaluation and acceptance into a transplant facility's transplant program.
2. Pre-transplant/Candidacy Screening: Includes HLA typing/compatibility testing of prospective organ donors who are immediate family members.
3. Transplant Event: Includes **inpatient** and **outpatient** services for all covered transplant-related health services and supplies provided to you and a donor during the one or more surgical procedures or medical therapies for a transplant; **prescription drugs** provided during your **inpatient** stay or **outpatient** visit(s), including bio-medical and immunosuppressant drugs; physical, speech or occupational therapy provided during your **inpatient** stay or **outpatient** visit(s); cadaveric and live donor organ procurement.
4. Follow-up Care: Includes all covered transplant expenses; home health care services; home infusion services; and transplant-related **outpatient** services rendered within 180 days from the date of the transplant event.

For the purposes of this section, the following will be considered to be one Transplant Occurrence:

- Heart
- Lung
- Heart/Lung
- Simultaneous Pancreas Kidney (SPK)
- Pancreas
- Kidney
- Liver
- Intestine
- Bone Marrow transplant
- Stem Cell transplant
- Multiple organs replaced during one transplant **surgery**
- Tandem transplants (Stem Cell)
- Sequential transplants
- Re-transplant of same organ type within 180 days of the first transplant
- Any other single organ transplant, unless otherwise excluded under the plan

The following will be considered to be more than one Transplant Occurrence:

- Autologous Blood/Bone Marrow transplant followed by Allogenic Blood/Bone Marrow transplant (when not part of a tandem transplant)
- Allogenic Blood/Bone Marrow transplant followed by an Autologous Blood/Bone Marrow transplant (when not part of a tandem transplant)
- Re-transplant after 180 days of the first transplant
- Pancreas transplant following a kidney transplant
- A transplant necessitated by an additional organ failure during the original transplant **surgery/process**
- More than one transplant when not performed as part of a planned tandem or sequential transplant (e.g., a liver transplant with subsequent heart transplant)

### **Limitations**

The transplant coverage does not include charges for:

- **Outpatient** drugs including bio-medicals and immunosuppressants not expressly related to an **outpatient** Transplant Occurrence.
- Services and supplies furnished to a donor when recipient is not a covered person.
- Home infusion therapy after the Transplant Occurrence.
- Harvesting or storage of organs, without the expectation of immediate transplantation for an existing **illness**.
- Harvesting and/or storage of bone marrow, tissue or stem cells without the expectation of transplantation within 12 months for an existing **illness**.
- Cornea (Corneal Graft with Amniotic Membrane) or Cartilage (autologous chondrocyte or autologous osteochondral mosaicplasty) transplants, unless otherwise authorized by CoreSource, Inc.

## **Optional Travel & Lodging Expenses**

### **Distance Requirement**

The IOE facility must be more than 100 miles from the patient's residence.

### **Travel Allowances**

Travel is reimbursed between the patient's home and the facility for round trip (air, train or bus) transportation costs (coach class only). If traveling by auto to the facility, mileage, parking and toll cost are reimbursed. Mileage Reimbursement is \$0.14/mile.

### **Lodging Allowances**

Reimbursement of expenses incurred by patient and companion for hotel lodging away from home is reimbursed at a rate of \$50 per night per person (or \$100 per night total).

### **Overall Maximum**

Travel & lodging reimbursement is limited to \$10,000 for any one transplant or procedure type, including tandem transplants. This is a combined maximum for the member, companion, and donor.

### **Companions**

Adult – 1 companion is permitted.

Child – 1 parent or guardian is permitted.

## What If I Need A Prescription Medication?

Understanding the importance your medication plays in your treatment will help you get the greatest benefit from your prescription. It is important to take an active role in your health care by working with your **physician, nurse**, and pharmacist to learn as much as possible about your prescription.



## Four Ways To Make Your Medications Work For You

### 1. Give Your Health Care Team Important Information

- Be a partner with your health care team. Tell them about:
  - All the medicines, vitamins, herbals, and dietary supplements you are already taking, including prescription medications, vitamins, dietary supplements and over the counter medications.
  - Any allergies or if you have had problems when taking a medicine before.
  - Any other **illness** or medical condition you have, like diabetes or high blood pressure or if you are pregnant, considering becoming pregnant or nursing a baby.
  - Any concerns you might have with the cost of the medication. There may be another medicine that costs less and will work similarly.

### 2. Get The Facts About Your Medicine

- **Be Informed**
  - Ask questions about every new prescription medicine.
- **Read The Prescription**
  - If your **physician** writes your prescription by hand, make sure you can read it. If your **physician** submits your prescription to the pharmacy electronically, ask for a copy of the prescription.
- **Know What Your Medicine Is For**
  - Ask your **physician** to write down on the prescription what the medicine is used for...not just "take once a day" but "take once a day for high blood pressure."
- **Ask Questions**
  - If you have other questions or concerns:
    - ◆ Talk to your **physician** or pharmacist.
    - ◆ Write questions down ahead of time and bring them to your appointment.

### 3. Stay With Your Treatment Plan

Now that you have the right medicine, you will want to carry out the treatment plan. But that is not always easy. The medicines may cause side effects. Or you may feel better and want to stop before finishing your medicines.

- **Take all the antibiotics you were prescribed.** If you are taking an antibiotic to fight an infection, it is very important to take all of your medicine for as many days as your **physician** prescribed, even if you feel better.
- **Ask your physician if your prescription needs to be refilled.** If you are taking medicine for high blood pressure or to lower your cholesterol, you may be using your medicine for a long time. If you run out of refills, it may be time to see your **physician**.
- **Tell your physician about any side effects.** You may be able to take a different amount or type of medicine.
- **Never give your prescription medicine to somebody else** or take prescription medicine that was not prescribed for you, even if you have the same medical condition.
- **Ask whether you need** blood tests, x-rays, or other lab tests to find out if the medicine is working.

### 4. Keep A Record Of Your Medicines

- **Keep track of what medications you are taking.** Make sure that your list includes information about the name of the medication, the dosage and how long you have been taking the medication.
- **Include non-prescription medications.** Many people take a vitamin or a dietary supplement or some other type of non-prescription medication. Sometimes these can interact with your prescription medications. Make sure your list of medications includes both the prescription and non-prescription medications you are taking.
- **Keep the list up to date.** If you begin taking a new medication – or stop taking a medication – be sure to revise your list. Also, make revisions if your dosage changes.
- **Put the list in a safe place.** Make sure you will be able to find it in an **emergency**. Tell your family members and friends where they can find your list.
- **Take the list with you to your physician appointments, hospital and visits to the emergency room or urgent care center.** The **physicians** and **nurses** at these facilities will need to know what medications you have been taking. This will assist them in providing the best possible treatment.

## Purchasing Decisions About Prescription Medications

- **In a medical facility**

- In some cases you or your **dependent** may receive prescription medications in your **physician's** office, from a **hospital** on an **inpatient** or **outpatient** basis, from a surgical center, through a **home health care agency** or **hospice**, or for dialysis or chemotherapy. In these situations your medications will be covered as described in the respective section of this **SPD**. The charges from these facilities will be subject to, when applicable, the plan's **deductible**, any applicable plan maximums and any applicable exclusions. You may wish to ask your **physician** if the medication can be obtained through the pharmacy as it is likely that those medications received from the pharmacy will receive a greater discount.

- **At the pharmacy**

- **Prescription drugs** purchased at a participating pharmacy are covered by the **prescription drug** benefit administered by CVS Caremark. Each new or refilled **prescription drug** will be payable as described in the section titled "Overview of Benefits." Your **prescription drug** expenses will not be applied to your **deductible**. The participating pharmacy will fill the prescription with a generic substitute, unless the **physician** writes, "dispense as written" on the prescription or a generic substitute is not available.

If you request a brand name drug when a generic drug is available, you will be required to pay the cost difference between the brand name drug and the generic drug in addition to the brand name co-pay.

- **At a non-network pharmacy**

- If you or your **dependent** purchases a drug at a pharmacy that does not participate in the CVS Caremark program, you or your **dependent** must pay for the prescription in full and submit a claim form to CVS Caremark for reimbursement.

- **By mail order**

- Maintenance drugs (those prescribed to treat long-term or chronic medical conditions) can be obtained by mail through CVS Caremark. **Prescription drug** mail order forms are available through Human Resources. When you use a **prescription drug** mail order provider, you can receive a 90-day supply for a low co-pay.

For specific information regarding covered **prescription drugs**, please contact CVS Caremark at 1-866-644-7527.

## What Is Covered?

- Federal legend drugs (Federal legend drugs are medications that require a **physician's** prescription to be dispensed).
- ADHD/Narcolepsy
- Narcolepsy (i.e. Nuvigil, Provigil, Xyrem)
- Anabolic steroids
- Androgenic steroids (i.e., Testosterone, Androderm, Testim, Depo-Testosterone)
- Anorexients (Diet Aids)
- Acne drugs - Tretinoin (Retin-A, Retin-A Micro, Avita, Ziana, Atralin), Differin, Tazorac, Fabior
- Anti-Smoking Aids (requires a prescription)
- Contraceptives - Oral (Seasonale, Seasonique, Loseasonique, Quasense, Jolessa), Abortifacient (i.e. Mifeprex), Transdermal (i.e., Ortho-Evra), Vaginal Ring (i.e., Nuvaring)
- Diabetic medicines and supplies
- Allergy serums
- Periodontal Products (Subgingival Implants)
- Impotency Drugs - (Injectable, Oral, Suppository, Kits)
- Hypoactive Sexual Desire Disorder (HSDD) Agents
- Injectables and IV injectables (all injectables)
- Migraine Medicines (kit, nasal spray, tablet, injectables)
- Prenatal Vitamins (requires a prescription)
- Multiple Vitamins (requires a prescription)
- Vaccines/Toxoids
- Growth Hormones
- PPI (Proton Pump Inhibitor)
- DESI drugs



## Drugs requiring pre-authorization - please call (800) 294-5979

- Compounds, exceeding \$300

For specific information regarding covered **prescription drugs**, please contact CVS Caremark at 1-866-644-7527.

## What Is Not Covered?

- Over the counter drugs, unless specified otherwise.
- Therapeutic devices or appliances, including hypodermic needles, support garments, ostomy supplies, durable medical equipment, and non-medical substances regardless of intended use, unless specified otherwise

- Any nutritional supplements, unless specified otherwise
- Blood serum (i.e., albumin, plasma )
- Experimental medicines
- Topical Analgesics, Convenience Multi-product Kits, Scar Products, Otic Analgesics and Combinations etc.

### **What If I Need A Specialty Injectable Medication?**

The CVS Caremark Specialty Pharmacy is available for certain medications related to the conditions or treatment programs listed below. The **company** has elected to work with CVS Caremark Specialty Pharmacy to enhance and assist in the management of these specialty medications. Services include enhanced customer service and substantial discounts through volume discount manufacturer pricing. These discounts may reduce your cost.

To receive these specialty drugs, simply provide a copy of your identification card to your **physician**. Your **physician** will submit the prescription.

The CVS Caremark Specialty Pharmacy must be used for certain medications related to the conditions or treatment programs listed below.

- |                       |                                     |
|-----------------------|-------------------------------------|
| Asthma                | Neurology                           |
| Chronic Renal         | Oncology                            |
| Crohn's Disease       | Oncology Adjunct                    |
| Endocrinology         | Ophthalmology                       |
| Fabry's Disease       | Osteoarthritis/Rheumatoid Arthritis |
| Fertility             | Pain Management                     |
| Gaucher's Disease     | Parkinson's                         |
| Growth Hormone        | Psoriasis                           |
| Hematology/Cardiology | Pulmonary                           |
| Hemophilia            | Pulmonary Fibrosis                  |
| Hepatitis             | Pulmonary Hypertension              |
| Immune Therapy        | Rabies                              |
| IVIG                  | Other Disorders                     |
| Multiple Sclerosis    |                                     |



## SUPPLEMENTARY SERVICES AND SUPPLIES

The best course of treatment for you may not include hospitalization, diagnostic testing, or other services previously described. Rather, your condition may require specialized care or supplies in conjunction with the services being provided by your **physician**. These benefits supplement other coverage described throughout this document to complete the comprehensive program offered by your employer.

### Medical Equipment, Medical Supplies, Orthotics And Prosthetics

This plan pays benefits for medical equipment and supplies that you and your family members may need to assist you with an **illness, injury, or congenital defect**.

#### What Is Covered?

Charges will be covered as described below and will be payable as described in the section titled "Overview of Benefits:"

- Rental or purchase of medical equipment.
- Home monitoring devices.
- Medical supplies that are needed to help you manage your condition, including, but not limited to: jobst hose, colostomy supplies, crutches, canes, etc.
- Soft lenses and sclera shells intended for the use in the treatment of an **illness** or due to **injury** of the eye
- Orthotic appliances such as braces and orthopedic shoes when they are an integral part of a corrective brace
- Temporary and long-term prostheses
- Prosthetic devices, as well as their replacement as needed due to the patient's growth, physiological change, medical condition or once every 5 years due to wear and tear
- Necessary repairs to covered medical equipment, orthotic appliances and prosthetic devices



## **Diabetes And Ostomy Care**

The **diagnosis** of a new medical condition may require you to change your way of living. The plan will cover the following **educational programs**.

### **What Is Covered?**

This plan provides benefits rendered by such providers as described below, and benefits are payable as described in the section titled "Overview of Benefits:"

- Diabetic education programs (home blood sugar management, diabetes management, meal planning, insulin preparation and injection counseling)
- Ostomy care (care of the ostomy bag and the skin)

## WHAT IS NOT COVERED?

While the plan provides a thorough and comprehensive level of coverage for you and your covered **dependents**, not every service is covered. The following is a list of services which are not covered by any portion of the plan.

- **Abortion.** Charges for abortion, unless **medically necessary** when the mother's life is endangered if carried to term.
- **Acupuncture and Acupressure.** Charges for acupuncture or acupressure.
- **Ambulance.** The Plan does **not** pay benefits for anything other than professional ambulance transportation charges, such as:
  - Transportation for the convenience of the patient,
  - Travel charges for regularly scheduled plane or train transportation,
  - Transportation from a **hospital** to the patient's home, unless home health care program is in place
  - Transportation by other than a professional ambulance service
- **Amniocentesis.** Amniocentesis to determine the gender of the newborn or in the absence of known risk factors including but not limited to, maternal age, previous child with chromosomal disorder, or family history or other documented risk of a detectable, single gene disorder.
- **Appliances.** This Plan does not pay benefit for arch supports, corrective shoes, **dental** guards, dentures, orthodontic braces, and similar appliances.
- **Biofeedback.** Charges related to biofeedback training.
- **Claim Forms.** Charges incurred for completion of claim forms
- **Claims Filing Deadline.** Claims filed later than one year from the date the charge was incurred
- **Confinements for Testing/Physical Therapy.** Confinements solely for:
  - **physical therapy**, unless for rehabilitation following a **hospital confinement** for the same **illness** or **injury**;
  - laboratory test and x-rays, unless due to a **concurrent hazardous medical condition**;
  - rest cures;
  - physical checkups;
  - procedures or confinements that the plan does not cover.
- **Convenience Items.** Convenience items such as telephones, televisions, guest meals, guest beds, personal computers, internet connection costs, haircuts, manicures, etc.
- **Coordination of Benefits.** Services rendered which are eligible for payment or coverage by any other plan that does not provide coordination of benefits.
- **Cosmetic Procedures.** Cosmetic procedures, unless necessary:
  - as the result of an **illness** and performed within 12 months of the **illness**, unless there is a medical reason to delay the **surgery**, or
  - due to post- mastectomy breast reconstruction, or
  - to treat a **congenital defect** which interferes with bodily functions performed within 12 months of the defect, unless there is a medical reason to delay the **surgery**, or
  - for scar revision as a result of **injury** and performed within 12 months of the **injury**, unless there is a medical reason to delay the **surgery**, or
  - for breast reduction when medically necessary.
- **Custodial Care.** Charges/confinements for custodial care.

- **Days of Confinement.** This Plan does not pay benefits for days of **hospital confinement** prior to the morning of your elective **surgery**.
- **Days of Leave.** Charges for days when you or your covered **dependents** are not confined in the **hospital** (days when the patient is on leave from the **hospital**).
- **Dental.** **Dental** expenses for the following:
  - **Hospital confinements** or **hospital outpatient** expenses during which only **dental services** or oral surgical procedures are performed, unless necessary due to a **concurrent hazardous medical condition**, a medical need to utilize the facility or due to the age of the patient.
  - Charges related to **dental services**, procedures, appliances or prosthesis.
  - **Dental** x-rays, except when performed in connection with a covered oral surgical procedure.
- **Dietary Supplements.** Charges for oral dietary supplements that contain a dietary ingredient intended to supplement the diet.
- **Duplicate Tests.** Duplicate tests by different **physicians**, except when medically necessary to monitor a patient's medical condition.
- **Earwax removal.** Charges for earwax removal, unless **medically necessary**.
- **Educational Training/Testing.** Educational testing and training, except as otherwise provided for diabetes and ostomy care management.
- **Emergency Room.** The plan does not pay benefits for follow up visits in an emergency room.
- **Environmental Control Equipment.** This Plan does not pay benefits for equipment such as air conditioners, air filters, humidifiers, vaporizers, etc.
- **Eyeglasses and Contact Lenses.** Charges for eyeglasses and contact lenses. Refer to your vision plan for further information.
- **Experimental/Investigational.** Experimental or investigational care, treatment, services, supplies or drugs
- **Failure to Comply With Another Plan.** Charges that are not payable by the primary plan covering the patient solely due to the patient's failure to comply with that plan's requirements for cost containment provisions (including – but not limited to - failure to pre-certify).
- **Failure to Comply with This Plan.** Charges that may otherwise be payable when you or your provider fail to comply with this Plan's request for information.
- **Family Providers.** Services, care and treatment rendered by your or your **spouse's** mother, father, grandmother, grandfather, in-laws, brother, sister, half-brother or half-sister, son, daughter, stepchildren, aunt, uncle, cousin, niece, nephew, grandson, granddaughter, or anyone who resides with you or your **spouse**.
- **Felony.** Charges incurred as a result of committing, or attempting to commit, an assault or felony, unless the **illness** or **injury** is a result of a physical or mental condition.
- **Fertility Treatment.** Treatment, counseling or any procedure to correct, bring about or enhance the probability of conception.
- **Fetal Surgery.** Fetal **surgery** and related charges, unless non-experimental and performed to enhance or protect the outcome of the pregnancy
- **Foot Care.** Charges for foot care, including treatment (other than **surgery**) of corns, bunions, toenails, calluses, flat feet, fallen arches, weak feet and chronic foot strain.

- **Government/Military Hospital.** Services provided in a **hospital** operated by the U.S. government (or an agency of the government, such as a V.A. or military **hospital**) for an armed-services-related medical condition
- **Genetic Testing.** Genetic testing, unless medically necessary due to a known risk for a specific, detectable, heritable disorder.
- **Governmental/State.** Charges for which coverage is provided through, any federal, state, municipal or other governmental body or agency
- **Hair Analysis.** Charges for hair analysis.
- **Hazard Activities/Events.** Charges relating to the treatment of an **illness** or injuries received as a result of participation in hazardous activities/events. Hazardous activities/events include, but are not limited any kind of organized vehicular speed or endurance contest in the air, on land or water, hang gliding, bungee jumping, and stunt driving.
- **Health Club Membership.** Membership costs included, but not limited to health clubs and weight loss programs.
- **Hearing.** Charges for hearing aids, devices, implants, cochlear implants and routine hearing tests, except as specifically provided under **required preventive care**.
- **Home Testing.** Charges for home testing kits.
- **Homemaker Services.** Charges for homemaker or housekeeping services.
- **Homeopathic Care.** Herbal medicines, holistic or homeopathic care, including drugs.
- **Hospice.** Charges for pastoral counseling, funeral arrangements, financial/legal counseling, sitter or companion services, maintenance of the house or voluntary services.
- **Hypnotherapy.** This plan does not pay benefits for hypnotherapy.
- **Illegal Activity.** Charges incurred as a result of committing, or attempting to commit any illegal or criminal activity, unless the **illness** or **injury** is a result of a physical or mental condition.
- **In-Vitro.** Artificial insemination and in-vitro fertilization.
- **Incomplete Claims Submission.** Charges when there has been an incomplete claim submission.
- **Immunizations.** Charges for immunizations for travel.
- **Implants.** Charges relating to hair, **dental**, penile implants or breast implants, unless after a mastectomy.
- **Late Discharge.** Charges for “late discharge” or “late check-out” if the discharge results from convenience.
- **Learning Disabilities.** This plan does not provide benefits for the treatment of learning disabilities.
- **Legal Expenses.** Charges for legal expenses or fees incurred in obtaining medical treatment or payment of claims.
- **Marital Counseling.**
- **Massage Therapy.** Charges for massage therapy.
- **Maximum Allowable Amount.** Charges in excess of the **maximum allowable amount**.

- **Medically Necessary.** Services and supplies that are not **medically necessary**.
- **Medical Equipment.** Rental charges that exceed the purchase price of the equipment.
- **Medical Supplies.** Charges for a specially designed bra for a breast prosthesis (other than specifically provided), exercise equipment, blood pressure kits, diet scales, cotton balls, adhesive tape, etc.
- **Medical Treatment outside the United States or Canada.** Expenses incurred for medical expenses if the **covered individual** traveled outside the United States or Canada for the sole or main purpose of receiving medical treatment.
- **Military Service.** Treatment or services resulting from or prolonged as a result of performing a duty as a member of the military service of any state or country.
- **Not Required to Pay.** Charges that you would not be required to pay if you did not have group health coverage
- **Nuclear Contamination.** Expenses incurred as a result of radioactive contamination, or the hazardous properties of nuclear materials
- **Observation Care.** Charges for 23-hour **outpatient** observation care in excess of the cost of one day care at the **hospital's** semiprivate room rate
- **Office Visits And Testing For School, Camp, Marriage, Employment, Licensing or Regulatory Purpose.** Office visit and testing for school, camp, pre-employment, premarital, or any examinations required by licensing, regulatory, or other such purpose (except as provided under **required preventive care**).
- **Paternity.** Charges for paternity testing.
- **Phone/Internet Conversations.** Charges for medical treatments, consultations or visits that consist of a telephone or internet conversation or other electronic communication.
- **Physical Therapy.** **Physical therapy** rendered in a **physician's** office or during an office visit when the sole purpose is for **physical therapy**.
- **Plan Maximums.** Charges in excess of plan maximums.
- **Private Duty Nursing.** Charges for private duty nursing.
- **Recreational, Music and Remedial Reading Therapy.**
- **Riot or Civil Disobedience.** Treatment or services relating to a riot or civil disobedience.
- **Self-Inflicted.** Charges incurred as a result of an intentionally self-inflicted **illness** or **injury**, unless the **illness** or **injury** is a result of a physical or mental condition.
- **Services Not Rendered.** Charges for services or supplies not rendered (including charges for canceled appointments)
- **Shock Therapy.** Charges for **outpatient** shock therapy.
- **Smoking Cessation.** Expenses relating to smoking cessation, except as specifically provided under **required preventive care**.
- **Standard of Care.** Charges for services or supplies that do not conform to generally accepted medical practices.

- **Standby Physician.** Charges for a standby **physician**, except when required because of a **hospital** policy or state law or ordered by the delivering **physician** or surgeon.
- **Sterilization of Dependent Male Child.**
- **Sterilization Reversal.** Sterilization reversal and all related charges.
- **Substance Abuse.** The plan will not cover charges for the care or treatment of an **illness** or **injury** resulting from the voluntary taking of or while under the influence of any controlled substance, drug, hallucinogen or narcotic not prescribed and/or administered by a **physician**. In addition, the plan will not cover charges for the care of an alcohol-related **injury** where the **covered individual's** blood contained alcohol is in excess of the legal limit of the state in which the **injury** occurred. This exclusion does not apply where such **injury** results from a medical condition, including a medical condition resulting from domestic violence. As used herein, a medical condition includes a physical or mental condition (e.g. depression).
- **Travel.** Any type of travel whether or not recommended by a **physician**, except in connection with covered ambulance and transplants.
- **Vision.** Charges for visual acuity testing, orthoptic training, radial keratotomy, LASIK, refractive keratoplasty or similar procedures, except as provided under **required preventive care**.
- **Vitamin injections.** Charges for vitamin injections, unless the injections are for a diagnosed medical condition or when substitution with over-the-counter medication would endanger the patient's well being
- **Wage or Profit.** Expenses relating to an **illness** or **injury** when the **covered individual** receives a profit or wage (other than employer based disability payments), such as surrogate pregnancy.
- **War.** Charges incurred as a result of war or act of war, whether declared or undeclared.
- **Weight Management.** Expenses, whether surgical, non-surgical, or therapeutic, including **prescription drugs**, that are related to weight management, the treatment of obesity or the treatment of morbid obesity, regardless of the existence of any co-morbid conditions or psychological conditions except as specifically provided under **required preventive care**.
- **Wigs.** Charges for wigs or hair prosthesis.
- **Worker's Compensation.** Services rendered for treatment of any **injury** or **illness** for which benefits are available under or entitled to under a Worker's Compensation or Employer Liability Law, whether or not the policy is in force, or services rendered on account of any occupational **injury** or **illness**. Occupational **injury** or **illness** includes those as a result of any work for wage or profit for which benefits are available under or entitled to under a Worker's Compensation or Employer Liability Law.

## COORDINATION OF BENEFITS (COB)

Today many people have more than one source of benefit coverage. Because of this, the plan has a coordination of benefits (COB) feature that helps to avoid duplication of payments for the same services. Not only does it prevent duplication of payments, it also makes sure that you are receiving the maximum benefit for which you are entitled.

This plan will coordinate benefits with any plan, policy, or coverage providing benefits or services for, or by reason of medical, dental, or vision care. (This plan shall mean any portion of the **company's** plan which provides benefits that are subject to the applicable COB provisions that may be reduced because of the benefits of other plans.) These other plan(s) may include, without limitation:

- Group insurance or any other arrangement for coverage for **covered individuals** in a group, whether on an insured or uninsured basis, including, but not limited to **hospital** reimbursement-type plans;
- **Hospital** or medical service organization on a group basis, group practice, and other group prepayment plans or on an individual basis having a provision similar in effect to this provision;
- A licensed Health Maintenance Organization (HMO);
- Any coverage under a government program and any coverage required or provided by any statute;
- Group/individual automobile insurance coverage, including coverage based upon the principles of "No-fault" coverage;
- Any plan or policies funded in whole or in part by an employer, or deductions made by an employer from a person's compensation or retirement benefits;
- Labor/management trusteed, union welfare, employer organization, or employee benefit organization plans.

This **plan** will not coordinate benefits with hospital indemnity or other fixed indemnity plans; accident only, specified disease, limited benefit health coverage; school accident type coverage; medical supplemental plans; and Medicaid plans. Also, this **plan** will not coordinate benefits with flexible spending accounts (FSA), health reimbursement accounts (HRA), health savings accounts (HSA), or individual medical, dental, or vision insurance policies.

### How Does Coordination Work?

When there are other sources that provide benefits, the plan that pays benefits first is called the primary plan. The plan that pays benefits next is the secondary plan.

When this plan is primary, it will pay the normal benefit. When this plan is secondary, it will use the maintenance of benefits method of coordination. With the maintenance of benefits method, this plan will first calculate benefits to see what it would have paid in absence of other coverage and then subtract that amount from the amount paid by the primary plan. In other words, the benefits of this plan will be maintained, even on a secondary basis. When this plan's payment would be greater than the primary plan's payment, this plan will pay the difference. This plan will never pay more than it would have paid if it were the primary plan. If the primary plan and this plan would have paid the same amount, this plan will not make any additional payment.

## Right To Receive And Release Necessary Information

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

## How Does The Plan Coordinate Benefits When Multiple Preferred Provider Arrangements Are Utilized?

When both this plan, paying as secondary, and the primary plan have a preferred provider arrangement in place, payment will be made up to the preferred provider allowance available to the primary plan.

## Determining The Order Of Benefit Payments

The following applies when determining whether this plan will be primary or will pay benefits secondary to another plan:

- If the other source of coverage does not contain a coordination of benefits provision, that source always pays benefits first.
- If the **claimant** is covered by this plan as an **employee** and has coverage through another source as a dependent (e.g., your **spouse's** plan), this plan is the primary plan and will pay benefits first. The other coverage, that provides benefits for the **claimant** as a dependent, will pay benefits second.
- If the **claimant** is covered by this plan as a **dependent spouse** and has coverage through another source as an employee, this plan is the secondary plan and will pay benefits second. The other coverage, which provides benefits for the **claimant** as an employee will pay benefits first.
- If the **claimant** is a child and is covered as a **dependent** under both this plan and the other parent's source of coverage, this plan will use the "birthday rule." The birthday rule means that the coverage of the parent whose birthday falls earlier in the year (regardless of the year of birth) is the primary plan and pays benefits first. The source providing coverage for the parent whose birthday falls later in the year pays benefits second. For example, if the mother's birthday is in June and the father's birthday is in August, the mother's source of coverage will pay benefits first. The age of the parent has no effect on whose coverage pays benefits first.
- If the **claimant** is a child of divorced or separated parents, the following order applies as to which source of coverage pays benefits first:
  - The parent who has financial responsibility for medical, **dental**, or other health care expenses due to a court order.
  - If the court order does not establish financial liability, the parent with physical custody pays first, then the spouse of the parent with physical custody, then the parent without physical custody and spouse of the parent without physical custody.
  - If neither of the above provisions establish which coverage is primary, the plan will use the birthday rule.
- If none of the above guidelines or the following charts apply, then the source providing coverage for the **claimant** longer pays benefits first.

## Other Instances Where The Plan Coordinates Benefits With Other Coverages

This plan also coordinates benefits with other types of coverage, as shown in the following charts. If none of the below rules determine the order of benefits, the allowable expenses will be shared equally between the plans. This plan will not pay more than it would have paid had it been the primary plan.

| If You Have...  | Here Is How This Plan Pays Benefits...   |
|---|--|
| Coverage through your former employer, but not as a <b>COBRA</b> continuant or retiree                | This plan pays benefits first.   |
| <b>COBRA</b> continuation coverage through a former employer  | This plan pays benefits first.   |
| Coverage through <b>Medicare</b> as the result of age (65 or older)                                   | <p>If your employer has less than 20 <b>employees</b>: <b>Medicare</b> pays benefits first and this plan pays benefits second (or third after <b>Medicare</b> and your spouse's employer's plan - if applicable).</p> <p>If your employer has 20 or more <b>employees</b>: This plan pays benefits first, <b>Medicare</b> pays benefits second (or third after your spouse's employer's plan - if applicable).</p>   |
| Retiree coverage through a former employer and you are not yet eligible for <b>Medicare</b>           | This plan pays benefits first. Your former employer's retiree plan pays benefits second. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Retiree coverage through a former employer and you are eligible for <b>Medicare</b> (age 65 or older) | This plan pays benefits first. <b>Medicare</b> pays benefits second, and your former employer's retiree plan pays benefits third.  |
| Coverage through <b>Medicare</b> as the result of end-stage renal disease                             | This plan pays benefits first and <b>Medicare</b> pays benefits second during the first 30 months of <b>Medicare</b> coverage. After 30 months, <b>Medicare</b> pays benefits first and this plan may or may not pay secondary benefits (depending on the amount <b>Medicare</b> pays).  |
| Coverage through <b>Medicare</b> as the result of a disability  | <p>If your employer has less than 100 <b>employees</b>: If you are on a leave of absence and coverage continues during your leave, <b>Medicare</b> pays benefits first and this plan pays benefits second (or third after <b>Medicare</b> and your spouse's employer's plan - if applicable).</p> <p>If your employer has 100 or more <b>employees</b>: This plan pays benefits first as long as you are actively employed. If you are on a leave of absence and coverage continues during your leave, this plan pays benefits first, <b>Medicare</b> pays benefits second (or third after your spouse's employer's plan - if applicable).</p> |
| Coverage through Medicaid   | This plan pays benefits first, any other plan through which you have coverage pays benefits second, and Medicaid pays benefits last. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Coverage through another government-sponsored program (e.g., TRICARE)                                 | This plan pays benefits first, any other plan through which you may have coverage pays benefits second, and the government-sponsored program pays benefits last. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |

**IMPORTANT NOTE REGARDING MEDICARE:** If you or your covered **dependent** is eligible for **Medicare** Parts A and/or B, this plan will assume you have enrolled in **Medicare** coverage and will coordinate benefits accordingly, regardless of whether you actually enrolled in **Medicare**.

| If You Have...  | Here Is How This Plan Pays Benefits...  |
|---|---|
| Coverage under this plan as a former <b>employee</b> through <b>COBRA</b>   | This plan pays benefits second to any coverage provided through a plan covering you as an employee or dependent. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.   |
| Coverage through an employer, but not as a <b>COBRA</b> continuant or retiree   | The other plan pays benefits first. If the other plan's payment is equal to or greater than the amount this plan would pay, this plan does not pay benefits. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.   |
| If Your Spouse Has...   | Here Is How This Plan Pays Benefits...  |
| Coverage through their employer   | Your <b>spouse's</b> current employer's plan pays benefits first, this plan pays benefits second.   |
| <b>COBRA</b> continuation coverage through another employer   | Your <b>spouse's</b> current employer's plan pays benefits first, this plan pays benefits second (depending on the amount the other employer's plan pays), and <b>COBRA</b> continuation pays third.  |
| Retiree coverage through a former employer and is not yet eligible for <b>Medicare</b> (younger than age 65)  | The other plan pays benefits first, and this plan pays benefits second (depending on the amount the other plan pays). If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Retiree coverage through a former employer, is eligible for <b>Medicare</b> (age 65 or older), and the retiree coverage supplements <b>Medicare</b> | This plan pays benefits first, <b>Medicare</b> pays second, and your spouse's retiree medical plan pays third.  |
| Coverage through <b>Medicare</b> as the result of age (65 or older) and is <u>not</u> actively employed   | <p><u>If your employer has less than 20 employees:</u> <b>Medicare</b> pays benefits first and this plan pays benefits second.</p> <p><u>If your employer has 20 or more employees:</u> This plan pays benefits first, <b>Medicare</b> pays benefits second.</p>  |
| Coverage through <b>Medicare</b> as the result of end-stage renal disease   | <p>Your <b>spouse's</b> current employer's plan pays benefits first and <b>Medicare</b> pays benefits second during the first 30 months of <b>Medicare</b> coverage. If your spouse's coverage is provided as an inactive <b>employee</b> or a retiree, <b>Medicare</b> may pay benefits before this plan.</p> <p>After 30 months, <b>Medicare</b> pays benefits first, your spouse's other plan pays benefits next, and this plan may or may not pay a benefit (depending on the amount the other plan and <b>Medicare</b> pay).</p> |
| Coverage through <b>Medicare</b> as the result of a disability and is <u>not</u> actively employed  | <p><u>If your employer has less than 100 employees:</u> <b>Medicare</b> pays benefits first and this plan pays benefits second.</p> <p><u>If your employer has 100 or more employees:</u> This plan pays benefits first, <b>Medicare</b> pays benefits second.</p>  |
| Coverage through Medicaid   | Your <b>spouse's</b> current employer's plan pays benefits first, this plan pays benefits second (depending on the amount the other employer's plan pays), and Medicaid pays benefits last. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |

**IMPORTANT NOTE REGARDING MEDICARE:** If you or your covered **dependent** is eligible for **Medicare** Parts A and/or B, this plan will assume you have enrolled in **Medicare** coverage and will coordinate benefits accordingly, regardless of whether you actually enrolled in **Medicare**.

| If Your Spouse Has...   | Here Is How This Plan Pays Benefits...  |
|---|---|
| Coverage through another government-sponsored program (e.g., TRICARE)     | Any other plan through which your <b>spouse</b> may have coverage pays benefits first, this plan pays benefits second, and the government-sponsored program pays benefits last. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Coverage under this plan through <b>COBRA</b>                             | This plan pays second to any coverage covering your <b>spouse</b> as an employee or dependent. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.   |
| If Your Child Has...  | Here's How This Plan Pays Benefits...   |
| Coverage under this plan through <b>COBRA</b>                             | This plan pays second to any coverage covering your child as a dependent. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Coverage through Medicaid   | This plan pays first. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.  |
| Coverage through another government-sponsored program (e.g., TRICARE)     | Any other plan through which your child may have coverage pays benefits according to the priority previously described, and the government-sponsored program pays benefits last. If the other plan does not have this rule and the plans do not agree on the order of benefits, this rule is ignored.   |
| Coverage through <b>Medicare</b> as the result of end-stage renal disease | The plan responsible for your child's primary coverage (as previously explained) pays benefits first and <b>Medicare</b> pays benefits last during the first 30 months of <b>Medicare</b> coverage.<br><br>After 30 months, <b>Medicare</b> pays benefits first, and the above rules governing the order of benefit payments apply next. This plan may or may not pay a benefit (depending on the amount any other plan and <b>Medicare</b> pay). |

**IMPORTANT NOTE REGARDING MEDICARE:** If you or your covered **dependent** is eligible for Medicare Parts A and/or B, this plan will assume you have enrolled in **Medicare** coverage and will coordinate benefits accordingly, regardless of whether you actually enrolled in **Medicare**.

If you or any member of your family has more than one source of coverage, contact the **Plan Supervisor** to get a complete understanding of how the COB feature applies.

### **How The Plan Coordinates With Automobile Insurance Coverage**

This plan's liability for automobile accidents is based on the type of automobile insurance act or law enacted in your state.

You or your **dependents** are considered to be covered under an automobile insurance policy if you or your **dependents** are:

- an owner and principal named insured individual of the automobile insurance policy
- a family member or member of the household of the person who is insured by the automobile insurance policy
- a person who would be eligible for medical expense benefits under an automobile insurance policy if this plan did not exist

Coverage under this plan will be secondary to any automobile coverage or personal injury protection coverage. Coverage provided by this plan is not intended to reduce the level of coverage that would normally be available through automobile insurance or personal injury protection coverage policy, nor does this coverage intend to provide benefits as primary in order to reduce any premium cost for automobile coverage or personal injury protection coverage.

If you or a **dependent** are involved in an automobile accident, all charges must be submitted to the automobile insurance. You will be asked to provide this plan with information concerning your automobile insurance or automobile coverage of any other party involved and information regarding all charges paid by any automobile coverage. This plan may, at its discretion, advance payment in order to prevent financial hardship. However, the plan will have an equitable lien against these parties up to the amount of the payment advanced. Please refer to the section titled "Reimbursement of Plan Payments" for further information.

**IMPORTANT NOTE:** If you live in a state that requires automobile coverage or personal injury protection coverage, and you fail to maintain coverage that is required by your state, you and/or your **dependents** will not be entitled to any benefits that would otherwise be payable by this plan.

### **No-Fault Automobile Insurance**

In the event you or a covered **dependent** incur medical expenses as a result of an automobile accident, either as an operator or passenger of the vehicle or as a pedestrian, this plan has secondary liability for covered services, with payment limited to:

- any deductible under the automobile coverage
- any co-payment under the automobile coverage
- any expenses excluded by the automobile coverage that are covered plan benefits

### **Financial Responsibility Laws**

Coverage under this plan will be secondary to any medical expense benefits available under your automobile insurance policy. If your state does not allow this plan to pay benefits as secondary or advance payment with the intent of subrogation, or recovering an overpayment, this plan will not cover any services related to an automobile accident for you or your **dependent**.

### **Coordination With Other Automobile Liability Insurance**

If your state does not have no-fault automobile coverage or personal injury protection coverage or a "financial responsibility law," this plan will still be secondary and will coordinate payment for services with your automobile insurance coverage or with any other party who may have liability for medical expenses.

## PARTICIPATING IN THE PLAN

### Who Can Participate In The Plan?

You are eligible for coverage in this plan if you are regularly scheduled to work –

- 72 hours per pay period as a full-time **employee** of the **company**, or
- 40-71 hours per pay period as a part-time **employee** of the **company**.

### When Can I Participate In The Plan?

As an eligible **employee**, you may participate in the plan described in this booklet on the first of the month following 30 days from your date of full-time employment. Human Resources will provide you with an enrollment form.

### How Do I Enroll For Coverage?

You must complete, sign and return your enrollment form to Human Resources within 31 days from the date you become a full-time **employee** for you to be covered in this plan.

### Can I Enroll My Spouse And Dependent Children?

Yes. If you enroll for coverage, you may also enroll your eligible **spouse** and **dependent** children.

Verification of **dependent** eligibility is required at the time of enrollment. Please be prepared to provide a federal income tax return, marriage certificate, birth certificate, or any other document required by the **Plan Administrator**.

### How Do I Know If My Spouse Is Eligible?

Your **spouse** is eligible if you are legally married and neither legally separated nor divorced. This plan will not recognize common law marriages, whether or not such marriages are legal or valid under the laws of your state of residence.

### What If My Spouse Is Eligible For Other Coverage?

A surcharge will apply if your **spouse** is eligible for other group coverage. Please contact Human Resources for further information.

### What If Both My Spouse And I Work For The Company?

#### Married employees - no children

If both you and your **spouse** are **employees** of the **company**, both you and your **spouse** will be covered separately as **employees**.

#### Married employees - with children

If both you and your **spouse** are **employees** of the **company**, only one can be covered as an **employee** and the other **spouse** would be a **dependent** under that employee. Your **spouse** will be subject to a surcharge.

If you are covered as the **employee** and coverage for you is terminated, the **spouse** who remains an **employee** may immediately cover you as a **dependent** and may cover any **children** who were covered under your coverage. Enrollment must be made within 31 days of the loss of coverage. Your **spouse** will be subject to a surcharge.

### How Do I Know If My Dependent Children Are Eligible?

If you enroll for coverage, you may also enroll your eligible **dependent** children. Please refer to the chart below for eligibility requirements:

| Eligible dependents              | Requirement  |
|----------------------------------|--|
| Your <b>dependent</b> children   | Your children up to the end of the month of their 26 <sup>th</sup> birthday.<br>Children are your: <ul style="list-style-type: none"> <li>• natural born children,</li> <li>• step children,</li> <li>• legally adopted children,</li> <li>• children for whom you have court appointed legal guardianship,</li> <li>• foster children,</li> <li>• children under age 18 who have been placed for adoption, whether or not the adoption is final. Proof of adoption or placement for adoption is required for enrollment in the plan.</li> </ul> |
| <b>Totally disabled</b> children | Your unmarried children who are <b>totally disabled</b> either mentally or physically may continue their participation in the plan after they reach age 26 provided they were enrolled in the plan prior to their 26 <sup>th</sup> birthday. Proof of their incapacity must be provided.<br>Coverage will end when the child is no longer <b>totally disabled</b> .  |
| QMCSO                            | This plan will also provide coverage as described by a <b>Qualified Medical Child Support Order (QMCSO)</b> that assigns the rights of a participant or beneficiary to receive benefits under this health plan.  |

### What If A Court Order Requires That I Provide Coverage For My Dependent Child?

A **Qualified Medical Child Support Order (QMCSO)** is a court decree under which a court mandates coverage for a child (called an **alternate recipient**). Upon receipt of a Medical Child Support Order or a National Medical Support Notice issued under applicable state or federal law, the **Plan Administrator** shall take the following steps, within 20 business days:

1. Determine if the notice or order conforms to the requirements of a **QMCSO**,
2. Reply to the issuing agency if you are no longer employed, fall into a class of **employees** who are ineligible for coverage or if **dependent** coverage is not provided,
3. Notify the issuing agency if the notice or order is determined to not meet the requirements of a **QMCSO**,
4. Notify the issuing agency of the coverage options available under the plan and any waiting periods which exist for coverage under the plan (if applicable),
5. Determine if federal withholding limits or prioritization rules permit the withholding from your income of the amount required to obtain coverage for the children specified,
6. If appropriate, withhold from your income any contributions required,
7. Notify you of any contributions to be withheld from future pay,
8. Notify **Plan Supervisors**/vendors about enrollment, and
9. Notify the issuing agency of the date of enrollment and date coverage under the plan will begin.

The participant and each **alternate recipient** shall have the right to request in writing that the **Plan Administrator** again review the status of the notice or order. The request must be submitted within 60 days after being notified of the **Plan Administrator's** decision. The participant and each **alternate recipient** may present additional materials to the **Plan Administrator** for review. The **Plan Administrator** may request additional information or material from the participant or **alternate recipient**. The **Plan Administrator** must provide sufficient information to understand available options and to assist in appropriately completing the notice or order.

### **Who Would Not Be Considered Eligible For Enrollment In This Plan?**

- You and your **dependents**, on the date your employment terminates or the date you no longer meet eligibility requirements as defined in this plan.
- Your **spouse** beginning on the date you are legally divorced or legally separated.
- Any individual who begins active service in the armed forces of any country, unless coverage is continued as provided under Federal law.
- Any individual who does not meet the definition of an **employee** or **dependent**.
- PRN's working less than 20 hours per week
- Seasonal or temporary employees.
- Common law spouse.
- Domestic partner.

**NOTE:** If your coverage terminates or if a **dependent** ceases to be covered for any of the above reasons, you and/or your **dependent** may be eligible to continue coverage under the plan.

### **What Is My Cost To Participate In The Plan?**

The **company** shares in the cost of coverage for you and your eligible **dependents**. Information regarding the specific cost for coverage can be obtained from Human Resources.

### **Can I Opt-Out Of The Plan?**

If you and your **dependents** have other group health coverage or another health insurance arrangement, you may elect to waive coverage in this plan. Proof of other coverage must be provided.

If you elect to waive out of this plan, there are certain limited circumstances in which you may change your election.

### **Can I Enroll Myself And/Or My Dependents If I Previously Declined Participation In The Plan?**

If you are an eligible **employee**, you may have the opportunity to enroll yourself and **dependents** at open enrollment. During this time, you will have an opportunity to select the coverage that is best for your family. The **annual open enrollment period** will be determined and announced each year by the **company**. You may enroll for benefits and change the eligible **dependents** you cover. Elections made during the **annual open enrollment period** will be effective on the first of January of the following year.

If you declined enrollment for yourself or your **dependents** and you or your **dependents** become eligible for a premium assistance subsidy under Medicaid or Children's Health Insurance Program (CHIP), you may enroll yourself and **dependents** in this plan within 60 days of when eligibility for the subsidy was determined.

If you declined enrollment for yourself or your **dependents** and coverage under Medicaid or Children's Health Insurance Program (CHIP) is terminated as a result of loss of eligibility, you may enroll yourself and **dependents** in this plan within 60 days of the loss of coverage.

If you declined enrollment for yourself or your **dependents** because you or your **dependents** have other group coverage or another health insurance arrangement, you may, in the future, be able to enroll yourself or your **dependents** in this plan, provided you request enrollment within 31 calendar days after your other coverage ends.

In order to enroll, you must have indicated at the time you and/or your **dependents** were eligible for enrollment that the reason coverage was waived was due to other coverage. If the other coverage was not provided under a **COBRA** continuation provision, that coverage must have terminated either as a result of loss of eligibility or because employer contribution to that coverage has ceased. If the other coverage was provided under a **COBRA** continuation provision, the maximum **COBRA** continuation period must be exhausted. Proof of loss of coverage must be provided.

### **What Information Do I Need To Enroll During The Year?**

If you have a new **dependent** as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself, your **spouse** and your **dependent** child, provided you request enrollment within 31 calendar days after the marriage, birth, adoption or placement for adoption. You must provide Human Resources with the following information in writing and provide written documentation of the event (i.e., birth certificate, marriage license, etc.) within that 31 calendar day period:

1. The reason for the addition (e.g., newborn baby, adoption, marriage, etc.)
2. The name of each **dependent**
3. Their relationship to you
4. Their dates of birth
5. The date they became your **dependents** (e.g., newborn baby – date of birth; adoption – date of adoption; marriage – date of marriage)
6. Their social security number

If you add your **dependents** within the 31-day period specified above, their coverage will be effective, as of the dates they became your **dependents**. If they are not added at that time, they may only be added as described above.

## Are There Other Changes I Need To Provide To Human Resources?

To keep your coverage up-to-date, you should notify Human Resources immediately whenever your personal status or that of your **dependents** changes in such a way as to affect your coverage. Typically changes of this sort occur when:

- you move,
- you marry,
- you have a child,
- you are divorced,
- a covered **dependent** becomes ineligible, and
- there is a change in your **spouse's** or **dependent's** health coverage.

## Can I Change My Coverage During The Year?

IRS regulations require that your benefit elections remain in effect throughout the full **plan year** (January 1 - December 31). The only exception that permits you to change your election during the year is when you experience a qualified change in family status. When you do experience a qualified change in family status based on the chart below, the mid-year election changes must be consistent with the following requirements:

- The event must cause you or your **dependent** to gain or lose eligibility for:
  - benefits under one of the benefit plans;
  - benefits available through the cafeteria plan; or
  - benefits available under another employer's benefit plan or plan option.
- The mid-year election change must be "on account of" the change in status; and
- The mid-year election change must "correspond with" the change in status that caused a gain or loss of plan eligibility.

The following chart explains which events are considered qualified changes in family status and what changes you may make as a result.

| Event   | Enrollment Procedure   |
|---|--|
| Change in marital status  | You may add your <b>spouse</b> and children, drop coverage or change coverage as a result of marriage. You may delete spouse/add <b>dependents</b> due to a divorce, legal separation or annulment. You may delete spouse/add <b>dependents</b> or change coverage due to the death of a <b>spouse</b> .                   |
| Change in number of <b>dependents</b>   | You may add your children/ <b>spouse</b> or change coverage as a result of a birth, adoption or placement for adoption. You may delete <b>dependent</b> /change coverage due to a death of a <b>dependent</b> child.   |
| Change in employment status or work schedule of the <b>employee, spouse</b> or <b>dependent</b> | You may drop coverage/add coverage, delete spouse or <b>dependent</b> or change coverage as the result of commencement or termination of employment, change in worksite, commencement or return from leave of absence, change from part-time to full-time employment or vice-versa, or change from salaried to hourly pay. |
| <b>Dependents</b> gain or lose eligible status  | You may add/drop coverage of a <b>dependent</b> that is meeting or ceasing to meet the plan's definition of <b>dependent</b> , such as attainment of a specified age.  |

| Event   | Enrollment Procedure  |
|---|---|
| Mid-year eligibility for or loss of <b>Medicare</b> or Medicaid               | You may add/drop coverage or delete <b>dependent</b> as a result of gain or loss of <b>Medicare</b> or Medicaid coverage. |
| A judgment, decree or order requiring <b>dependent</b> coverage (e.g., QMCSO) | You may add coverage and <b>dependent</b> child due to a judgment, decree or order requiring <b>dependent</b> coverage.   |

### **What Should I Do If I Experience A Family Status Change?**

If you have a qualified change in family status, please contact Human Resources immediately so that they can provide you with the information you will need to make any changes allowed under this plan. You must make these changes within 31 days of the event.

### **When Will My Coverage And/Or My Dependents Coverage End?**

#### Your coverage

Your coverage will end at the end of the month when any of the following occur:

- you are no longer an eligible **employee**,
- you stop making required contributions,
- you are placed on a lay-off,
- you decline coverage,
- you leave employment at the **company**,
- you retire,
- you decease,
- the plan is terminated, or is amended such that you do not meet the requirement for coverage under the plan,
- you commit an act of fraud or intentional misrepresentation of a material fact.

#### Your dependent's coverage

Coverage for your **dependents** will end at the end of the month when any of the following occur:

- your coverage ends,
- your **dependent** no longer meets the plan's requirement of an eligible **dependent**,
- you stop making required contributions,
- you are placed on a lay-off,
- you decline coverage for your eligible **dependents**,
- you retire,
- you decease,
- the plan is terminated, or is amended such that you or your **dependent** do not meet the requirement for coverage under the plan,
- you or your covered **dependent** commit an act of fraud or intentional misrepresentation of a material fact.

When coverage ends for you and your covered **dependents** as provided above, you and/or your covered **dependents** may be eligible for continuation of coverage (available at your own expense). Please refer to the section titled "COBRA Continuation Coverage."

In certain circumstances your coverage may be extended. These situations are described in the following few questions.

### **What Happens To My Coverage If I Go On Medical Leave?**

Coverage for you and your covered **dependents** may continue for up to 12 weeks (as allotted by Family Medical Leave Act of 1993 [FMLA]) following the date your leave began. You must continue to make your regular contributions for coverage.

You and your **dependents** may then be eligible for continuation of coverage as explained in the section titled "COBRA Continuation Coverage." The time between the **COBRA** event date and the date coverage ends is considered part of the time of coverage allowed under **COBRA**.

### **What Happens To My Coverage If I Take A Personal Leave Of Absence?**

Coverage for you and your covered **dependents** may be extended. Please contact Human Resources for further information. You must continue to make your regular contribution for coverage.

You and your **dependents** may then be eligible for continuation of coverage as explained in the section titled "COBRA Continuation Coverage." The time between the **COBRA** event date and the date coverage ends is considered part of the time of coverage allowed under **COBRA**.

### **What If I Return To Work From My Medical Leave, Personal Leave Of Absence, Lay-Off Or I Am Rehired?**

#### Lay-Off

If you elected **COBRA** and you return to work within six months from the date your lay-off, coverage for you and your covered **dependents** will be reinstated on the first of the month following the date you return to work. Any **deductibles** (same calendar year) or waiting periods previously met will be carried forward.

#### Medical Leave, Personal Leave or Rehired

If you elected **COBRA** and you return to work from the date your medical leave, personal leave or you are rehired, coverage for you and your covered **dependents** will be reinstated on the first of the month following 30 days from the date you return to work. Any **deductibles** (same calendar year) or waiting periods previously met will be carried forward.

#### Medical Leave, Personal Leave, Lay-off or Rehired

If you did not elect **COBRA** and you return to work from the date your medical leave, personal leave or you are rehired, coverage for you and your covered **dependents** will be reinstated on the first of the month following 30 days from the date you return to work. Any **deductibles** (same calendar year) or waiting periods previously met will not be carried forward.

## Do I Have Continuation Rights Under USERRA If I Am On Military Leave?

You may elect to continue coverage under the plan (including coverage for **dependents**) for up to 24 months from the first day of absence (or, if earlier, until the day after the date you are required to apply for or return to active employment with the **company** under the Uniformed Services Employment and Reemployment Rights Act of 1994). If your period of military service is less than 31 days, you will be required to pay your normal contributions for coverage. If your period of military service is 31 days or more, your contributions for the continued coverage shall be the same as for a **COBRA** beneficiary.

Whether or not you continue coverage during military service, you may reinstate coverage under this plan upon your return to employment under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994. The reinstatement will be without any waiting period otherwise required under the plan, except to the extent that the waiting period would have been imposed if coverage had not terminated due to military service. This waiver of the waiting period shall not apply to any **illness** or **injury** that is incurred in, or aggravated during, the performance of military service.

## Do I Have Continuation Rights Under FMLA If A Member Of My Family Is On “Covered Active Duty” Or Is A “Covered Servicemember?”

The Family Medical Leave Act of 1993 (FMLA), as amended, provides rights to certain family members of **employees** who are individuals in the service of the United States Armed Forces. These benefits include the extension of health benefits and the resumption of benefits upon return from the leave.

You are a qualified **employee** if:

- You have worked for the **company** for at least 12 months, and
- You have worked for at least 1,250 hours during the year preceding the leave, and
- Your **spouse**, son, daughter or parent is on “covered active duty” in the Armed Forces of the United States (including the National Guard or Reserves). This is called “qualifying exigency leave,” or
- You are the **spouse**, parent, son, daughter or next of kin of a “covered servicemember” of the Armed Forces (including the National Guard or Reserves). This is called “service member care leave.”

A qualified **employee** is entitled to up to 12 weeks of “qualifying exigency leave” in a 12 month period. This 12 week period will be measured looking back 12 months from the date leave is first used.

A qualified **employee** is entitled to up to 26 weeks of “service member care leave” in a 12 month period. This 26 week period will be measured looking back 12 months from the date leave is first used.

Please see the question titled “What Happens to My Coverage If I Take a Leave under the Family and Medical Leave Act (FMLA) (For a Reason Other Than Military Leave)?” for a description of contributions that will be required during FMLA leave and other FMLA provisions.

## What Happens To My Coverage If I Take A Leave Under The Family And Medical Leave Act (FMLA) (For A Reason Other Than Military Leave)?

The Family and Medical Leave Act of 1993 (FMLA) provides certain rights to qualified **employees**. Included in these rights are certain provisions regarding the extension of health benefits and the resumption of benefits for **employees** who are granted leave. (FMLA is not available to Professional Corporation employees.)

You are a qualified **employee** if:

- You have worked for the **company** for at least 12 months,
- You have worked for at least 1,250 hours during the year preceding the start of the leave.

A qualified **employee** is entitled to leave under the FMLA for:

- Birth of a child and to care for such child (up to 12 months after the birth of the child).
- Placement of a child for adoption or foster care (up to 12 months after the placement of the child).
- Care of your seriously ill **spouse**, child or parent.
- A serious health condition that makes you unable to perform your job functions.

A qualified **employee** is entitled to up to 12 weeks of leave in a 12 month period under the FMLA. The 12 month period will be measured looking back 12 months from the date leave is used. During the time an **employee** is granted leave under the FMLA you must pay your regular contribution for coverage for you and your covered **dependents**. Your contribution must be paid by a system voluntarily agreed to by you and the **company**, including increased payroll deductions to prepay contributions if the need for leave is foreseeable.

You will be allowed a 30 day grace period from the due date to make the premium payment. If payment is not made during that time, your coverage will be suspended when the grace period ends. If you fail to pay a contribution during your leave, coverage will be suspended. Coverage will resume, when you return to work, as though it had not been lost and no waiting period will be imposed.

If your coverage ends due to failure to pay a required premium or if you do not return to work, you and/or your covered **dependents** may continue coverage as provided under **COBRA**. The maximum **COBRA** coverage period begins on the last day of your FMLA leave, the qualifying event date.

## GLOSSARY

Whenever one of the following words or phrases appears highlighted, they shall have the meaning explained below, unless the context requires otherwise. Please note, “**maximum allowable expense**,” “**experimental**,” “**investigational**,” and “**medically necessary**” have been defined elsewhere in this SPD.

**Adverse benefit determination:** a rescission of coverage or a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on the determination of a participant’s or beneficiary’s eligibility to participate in the plan. This includes a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit resulting from the application of any utilization review (if applicable), as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be **experimental**, **investigational**, or not **medically necessary** or appropriate.

**Affordable Care Act (ACA):** is a United States Federal statute signed into law on March 23, 2010. It represents the most significant government expansion and regulatory overhaul of the United States healthcare system since 1965.

**Alternate recipient:** any child of a participant in a group health plan who is recognized under a Medical Child Support Order as having a right to enrollment under the plan with respect to such participant.

**Annual open enrollment period:** a period of time (once a year as determined by the **company**) during which you may enroll in the plan. During that time you may elect to enroll yourself and/or your eligible **dependents** if you and/or they were not previously enrolled. Benefits to be effective on the following January 1.

**Authorized representative:** a **physician** rendering the service for which a bill is submitted (but not a designee of the **physician**), or a person who a covered **employee** or covered **dependent** has authorized in writing to act on his/her behalf. If the claim is an urgent care **pre-service claim**, the plan will consider a **health care professional** with knowledge of a **claimant’s** medical condition as an **authorized representative**.

If a covered **employee** or covered **dependent** wishes to authorize another person (e.g., family member) to act on his/her behalf on matters that relate to filing of benefit claims, notification of benefit determinations, and/or appeal of benefit denials, he/she must first notify the **Plan Administrator** of such authorization by providing a completed Notice of Authorized Representative form. The Notice of Authorized Representative form can be obtained from Human Resources.

**Certified Nurse Midwife:** a Registered Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN) who has completed a course of study and has been certified and licensed as a midwife.

**Claimant:** an eligible **employee**, a covered **dependent** or an **authorized representative**.

**Claims Administrator:** your plan has different **Claims Administrators** based on the type of claim. The **Claims Administrator** for each type of claim is responsible for claim processing within the time periods listed for initial claims determination as well as for the final decision for any appeal filed in response to an **adverse benefit determination**. Each is independently responsible for notifying you of the **adverse benefit determination**, based on the type of claim, as well as reviewing any appeal you may make.

Your **Claims Administrators** are as follows:

**Pre-service claims:**

**Medical:** CoreSource, Inc., PO Box 2310, Mt. Clemens, MI 48046, 1-800-999-0114.

**Pharmacy:** CVS Caremark, Inc., P.O. Box 52084, Phoenix, AZ 85072-2084, 1-800-294-5979.

**Post-service claims:**

**Medical:** CoreSource, Inc., PO Box 2310, Mt. Clemens, MI 48046, 1-800-999-0114.

**Pharmacy:** CVS Caremark, Inc., P.O. Box 52084, Phoenix, AZ 85072-2084, (Fax) 1-866-443-1172.

Each **Claims Administrator** shall have final discretionary authority to construe the terms of the plan, for purposes of final claims determinations, for those claims listed above for which they are designated as the **Claims Administrator**.

**COBRA:** the Consolidated Omnibus Budget Reconciliation Act of 1986 that requires group health plans to provide **employees** and eligible family members the opportunity to continue health care coverage at their own expense, when coverage would be lost under certain circumstances.

**Company:** Highland District Hospital, 1275 North High St., Hillsboro, OH 45133, (937) 393-6471.

**Concurrent claims decision:** a decision by the plan relating to an ongoing course of treatment.

**Concurrent hazardous medical condition:** a potentially life-threatening condition, substantiated by the patient's attending **physician**, requiring care with immediate access to **hospital** equipment. (For the purpose of **hospital confinement** for **dental** procedures, conditions such as hemophilia, uncontrollable diabetes and hypertension will be considered **concurrent hazardous medical conditions**.)

**Congenital defect:** a physical abnormality existing at birth.

**Covered individual:** an eligible **employee**, **covered spouse** or **dependent** that is enrolled in the Highland District Hospital Medical Plan. (This includes only those people who qualify for enrollment as indicated in the section titled "Participating in the Plan.")

**Covered spouse:** the **employee's** current legally married husband or wife who is enrolled in the Highland District Hospital Medical Plan. (This includes only those people who qualify for enrollment as indicated in the section titled "Participating in the Plan.")

**Deductible:** a specific dollar amount that a **covered individual** must pay (or "satisfy") in covered expenses each calendar year before the plan pays its share of covered expenses. (Please refer to the section titled "What is the Plan Deductible?" for further information.)

**Dental:** relating to the teeth or gums.

**Dentist(s):** 1) a legally licensed Doctor of Dental Surgery (DDS) or Doctor of Medical Dentistry (DMD) practicing within the scope of his/her license who is permitted to perform services for which coverage is provided in this plan. 2) a legally licensed **physician** authorized by his/her license to perform the particular **dental** procedure for which coverage is provided in this plan.

**Dependent:** people who have a relationship to an **employee**. This includes only those people who qualify for enrollment as indicated in the section titled "Participating in the Plan."

**Diagnosis:** a descriptive statement of a medical or **dental** condition.

**Educational program:** a training or **educational program**, typically offered in a group setting designed to instruct in the management of a medical condition.

**Emergency:** an accidental **injury**, or the sudden onset of an **illness** where the acute symptoms are of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. Placing the **covered individuals** life (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, or
2. Causing other serious medical consequences, or
3. Causing serious impairment to bodily functions, or
4. Causing serious dysfunction of any bodily organ or part.

**Emergency services:** with respect to the treatment of an **emergency**, a medical screening examination, including ancillary services to evaluate the **emergency** and such further medical examination and treatment required to stabilize the patient.

**Employee:** an individual who is regularly scheduled to work 72 hours per pay period as a full-time **employee** of the **company**, or 40-71 hours per pay period as a part-time **employee** of the **company**.

**Enrollment date:** the earlier of the date your coverage begins or the date your waiting period for coverage begins. For a late enrollee, the **enrollment date** is the first day of coverage.

**Essential health benefits:** those benefits identified by the U.S. Secretary of Health and Human Services and include benefits for covered expenses incurred for the following services:

1. ambulatory patient services;
2. **emergency services;**
3. hospitalization;
4. maternity and newborn care;
5. mental health and substance use disorder services, including behavioral health treatment (mental and nervous disorder and chemical dependency);
6. **prescription drugs;**
7. **rehabilitative and habilitative services and devices;**
8. laboratory services;
9. preventive and wellness services and chronic disease management;
10. pediatric services, including oral and vision care.

**Habilitative services:** **medically necessary** health care services that help a **covered individual** keep, learn, or improve skills and functioning for daily living. Examples include therapy for a **dependent** child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other **medically necessary** services for people with disabilities in a variety of **inpatient** and/or **outpatient** settings. **Habilitative services** that are not **medically necessary**, for example when therapy has reached an end point and goals have been reached, will not be a covered expense.

**Habilitative and rehabilitative devices:** **medically necessary** devices that are designed to assist a **covered individual** in acquiring, improving, or maintaining, partially or fully, skills and functioning for daily living. Such devices include, but are not limited to, durable medical equipment, orthotics, prosthetics, and low vision aids.

**Health care professional:** a **physician** or other **health care professional** licensed, accredited, or certified to perform specified health services consistent with state law.

**Home health care agency:** a public or private agency legally operating in the state in which it is located, that provides nursing services administered in a person's home by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), a Licensed Vocational Nurse (LVN), or by a home health aide who is employed by the **home health care agency**.

**Hospice:** a health care program providing a coordinated set of services rendered at home, in **outpatient** settings or in institutional settings for **covered individuals** suffering from a condition that has a terminal prognosis. A **hospice** must have an interdisciplinary group of personnel that includes at least one **physician** and one Registered Nurse (RN), and it must maintain standards of the National Hospice Organization (NHO) and applicable state licensing requirements.

**Hospital:** an **inpatient** institution or **inpatient** facility that meets all of the following requirements set forth in (A), (B) or (C) below:

- A • It is licensed and operated in accordance with the laws of the jurisdiction in which it is located which pertain to **hospitals**.
  - It is open at all times.
  - It provides diagnostic services and therapeutic services and organized facility for **surgery** on the premises for the surgical and/or medical treatment of ill and injured persons.
  - The treatment is by or under the direct supervision of licensed **physician(s)** or surgeon(s) specializing in the treatment rendered.
  - The facility continuously provides 24-hour nursing services by Registered Nurses (RN).
  - It is not - other than incidentally - a place for rest, for the aged, for alcoholics, for drug addicts, for pulmonary tuberculosis or a nursing home.
- B • When used in conjunction with **inpatient** confinement for mental and nervous disorders or chemical dependency, it will include an institution which is licensed as a mental **hospital** or chemical dependency rehabilitation and/or detoxification facility by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which it is located.
- C • It is an **inpatient** facility that provides restorative services to **inpatients** under the direction of a **physician** knowledgeable and experienced in rehabilitative medicine and is licensed and operated in accordance with the laws of the jurisdiction in which it is located.

**Hospital confinement:** the period of time an individual spends in a **hospital** as an overnight bed patient (**inpatient**).

**Illness:** the condition of being sick or unhealthy as classified in the current International Classification of Diseases (ICD).

**Infertility:** the inability or diminished ability to produce offspring.

**Injury:** a sudden, unexpected and unforeseen bodily harm that occurs solely through external bodily contact. Strains and spasms are considered an **illness** rather than an **injury**.

**Inpatient:** an individual who is officially admitted to a **hospital** as a bed patient and occupies a **hospital** bed a minimum of 18 hours while receiving **hospital** care, which includes room, board and general nursing care.

**Learning disability:** inability or defect in ability to learn. Typically this occurs in children and is manifested by difficulty in learning basic skills such as writing, reading and mathematics.

**Medicare:** a Federal program through the Social Security System that provides benefits for **hospital** and **physician** care. This includes a Health Maintenance Organization (HMO) that participates with **Medicare** and receives payment from **Medicare**. (It is available on an enrollment basis to individuals receiving dialysis treatment beyond 30 months, individuals eligible for Social Security benefits if they are age 65 or older or those individuals who have qualified for Social Security disability benefits and have received such disability benefits for 24 months.)

**Mental disorder:** a clinically significant behavior or psychological syndrome or pattern that is typically associated with either a distressing symptom or impairment of function and requires psychiatric care for any reason, or an organic or biological condition which requires psychiatric care for any reason.

**Network provider:** a facility or practitioner who has a signed, effective contract with a preferred provider network to provide medical services at a specific rate or pay. Please contact Human Resources for further information.

**Non-emergency:** care that does not require immediate action in regards to a **covered individual's** health. Examples of **non-emergency** conditions include:

- A cold or the flu.
- Earache.
- Sore throat.
- Using the emergency room for your convenience.
- Using the emergency room during normal **physician** office hours for medical conditions treatable in a **physician's** office.

**Non-network provider:** a facility or practitioner who does not have a signed, effective contract with a preferred provider network.

**Nurse:** a Registered Nurse (RN), a Licensed Practical Nurse (LPN), or a Licensed Vocational Nurse (LVN) who provides nursing care.

**Occupational therapist:** a **health care professional** licensed, accredited, registered or certified to perform occupational therapy consistent with state law.

**Out-of-pocket maximum:** the maximum amount of out-of-pocket expenses you have to pay each calendar year for certain covered medical expenses. (Please refer to the section titled "What is your Out-Of-Pocket Maximum?" for further information.)

**Outpatient:** an individual who receives medical care, treatment, services or supplies at a clinic, **physician's** office or at a **hospital** if not a registered bed patient at that **hospital**.

**Physical therapy:** physical evaluation (including muscle testing) for a **covered individual** and certain therapeutic treatments professionally administered by a **physical therapist** or a **physician**, to aid in the recovery from **illness** or **injury**, including - but not limited to - diathermy, gait training, hot or cold packs, manual traction, massage, mechanical traction, prosthetic training and whirlpool. **Physical therapy** activities are designed to help the **covered individual** attain greater self-sufficiency, mobility and productivity through exercises and externally applied heat, electroshortwave, hydrotherapy and other mechanical modalities intended to improve muscle strength, joint motion, coordination and general endurance.

**Physical therapist:** a **health care professional** licensed, accredited, registered or certified to perform **physical therapy** consistent with state law.

**Physician:** a qualified Doctor of Medicine (MD), a Doctor of Osteopathy (DO), a Doctor of Chiropractic (DC), a Doctor of Podiatry (DPM), a Doctor of Dental Surgery (DDS), a Doctor of Medical Dentistry (DMD), a Doctor of Optometry (OD), a **Psychologist** (PhD), **nurse** practitioners, physician assistants and other **health care professionals**, who, within the scope of their license in the state in which they practice, are legally permitted to perform services for which coverage is provided in this plan.

**Plan Administrator:** Highland District Hospital, 1275 North High St., Hillsboro, OH 45133, (937) 393-6471.

**Plan Document:** the legal description of and the governing document for this plan.

**Plan Supervisor:** CoreSource, Inc., P.O. Box 2310, Mt. Clemens, MI 48046, (800) 999-0114.

**Plan year:** begins on the first day of January and ends on the last day of the following December.

**Post-service claim:** any claim for a benefit under this plan that is not a **pre-service claim**. In other words, a claim that is a request for payment under the plan for covered services that a **claimant** has already received.

**Prescription drug:** those drugs approved by the Food and Drug Administration of the United States which require a written prescription by a **physician** or **dentist** and which bear the legend, "Caution: Federal law prohibits dispensing without a prescription."

**Pre-service claim:** any claim for a benefit under this plan where the plan conditions receipt of the benefit, in whole or in part, on approval in advance of obtaining medical care.

- **Urgent Care Claim:** A **pre-service claim** may be an urgent care claim if it is for medical care or treatment where using the timetable for a non-urgent care determination could seriously jeopardize the life or health of the **claimant**; or jeopardize the ability of the **claimant** to regain maximum function; or in the opinion of a **physician** with knowledge of the **claimant's** medical condition, would subject the **claimant** to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim and the plan conditions receipt of the benefit for the service, in whole or in part, on approval in advance of obtaining medical care.

A **health care professional** with knowledge of the **claimant's** medical condition may determine if a claim is one involving urgent care. If there is no such **health care professional**, an individual acting on behalf of the plan, applying the judgment of a prudent layperson that possesses an average knowledge of health and medicine, may make the determination.

- Please refer to the section(s) titled “Does this Plan have a Pre-Certification Provision?” and “What if I Need a Prescription Medication?” of the plan for further information about **pre-service claims**.

**Primary care physician (PCP):** providers in the following areas of medical practice: General Practice, Family Practice, Pediatrics, Internal Medicine, Mental or Substance Abuse Health Care Professional and Obstetrics and Gynecology. Any provider not listed will be considered a specialist.

**Psychiatrist:** a licensed Doctor of Medicine (MD) or Doctor of Osteopathy (DO) who specializes in the study and treatment of **mental disorders** and psychological diseases.

**Psychologist:** a licensed individual who is usually a Ph.D. and is trained in methods of psychological analysis, therapy and research for treatment of psychological and psychoneurological disorders.

**Qualified Medical Child Support Order (QMCSO):** an order of a court or authorized administrative agency requiring medical child support which meets the federal law requirements to be a **Qualified Medical Child Support Order**.

**Reliable scientific evidence:**

- Peer reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or
- Peer reviewed literature, biomedical compendia, and other medical literature that meet MCCN guidelines or the criteria of the National Institute of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medica (EMBASE), Medline, or MEDLARS database Health Services Technology Assessment Research (STAR).

### **Required preventive care:**

1. Evidence-based supplies or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF), except for annual mammogram benefits as specified below;
2. Evidence-informed Routine Preventive Care and screenings as provided by the Health Resources Services Administration for infants, children, adolescents and adult women, unless included in the USPSTF recommendations; and
3. Routine immunizations, as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention for infants and children through age 6; children and adolescents aged 7 through 18 years and adults 19 years and older.

**Skilled nursing facility:** a facility approved by **Medicare**, which is primarily engaged in providing 24-hour skilled nursing and related services on an **inpatient** basis to patients requiring convalescent and rehabilitative care. Such care is rendered by or under the supervision of **physicians**. A **skilled nursing facility** is not, other than incidentally, a place that provides:

- minimal care, custodial care, ambulatory care or part-time care services; or
- care or treatment of **mental disorders**, substance abuse, alcoholism, drug abuse or pulmonary tuberculosis.

**Speech therapist:** a **health care professional** licensed, accredited, registered or certified to perform speech therapy consistent with state law.

**Spouse:** a husband or wife as defined, or recognized under state law for purposes of marriage in the state where the **employee** resides, including same-sex marriage.

**Summary Plan Description (SPD):** this summary of your benefits.

**Surgery:** a cutting operation, suturing of a wound, treatment of a fracture, relocation of a dislocation, radiotherapy (if used in lieu of a cutting operation), diagnostic and therapeutic endoscopic procedures, laser **surgery**, and injections classified as **surgery** under the CPT.

**Surrogate mother:** a woman who bears a child for another person, often for pay, either through artificial insemination or by carrying until birth another woman's surgically implanted fertilized egg.

**Totally disabled:** an individual is **totally disabled** when he or she is prevented because of **injury** or disease from engaging in substantially all of the normal activities of a person of like age and sex in good health.

In any case where the **Plan Administrator** (or **Plan Supervisor** at the request of the **Plan Administrator**) is required to make a determination as to whether an individual is **totally disabled**, the **Plan Administrator** or **Plan Supervisor** shall have the right to require the individual to submit to an examination by a **physician** or medical clinic selected by the **Plan Administrator** or **Plan Supervisor**.

## COBRA CONTINUATION COVERAGE

### What Is COBRA?

The right to **COBRA** continuation coverage was created by a federal law, the **Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)**. **COBRA** continuation coverage can become available to you and to other members of your family who are covered under the plan when you would otherwise lose your group health coverage.

### When Would I Qualify For COBRA?

Continuation coverage is available if coverage would otherwise end due to:

- termination of your employment for reasons other than gross misconduct; or
- reduction in your work hours; or
- for your **dependent spouse** - divorce or legal separation from you; or
- for your **dependent** spouse or child(ren) - your death; or
- for your **dependent** child(ren), loss of eligibility as a covered **dependent** (e.g., because he or she reaches the maximum age provided by the plan).

### What Must I Do To Notify My Employer Of An Event That Would Trigger COBRA Coverage?

If coverage would end because of divorce or legal separation, or because a child is no longer eligible to be a **dependent**, the **employee** or covered **dependent** **MUST** notify Human Resources in writing. If Human Resources is not notified within 60 days after the coverage would otherwise end, and the person is no longer eligible as a **dependent**, continuation coverage cannot be offered.

### How Can I Elect COBRA?

When the employer receives notification of one of the above events, or when any other qualifying event occurs, you or the individual losing coverage will be notified of the right to continue coverage. If continuation is desired, the participant must elect to do so within 60 days of the date the notice was sent. Each covered member of the family may individually decide whether or not to continue coverage, but an election of coverage by the **employee** or **spouse** will be considered to be an election by all **covered individuals**, unless another **covered individual** rejects coverage.

### What Is The Cost For COBRA Coverage?

Continuation is at the participant's expense. The monthly cost of this continued coverage will be included in the notice. Premiums are the same for all individuals who are in the same type of classification – adult single individuals have the same cost and family groups have the same cost.

## When Must I Make Premium Payments?

For coverage to continue, the first premium must be received by the date stated in the notice. Normally this date will be 45 days after the continuation coverage is elected. Premiums for every following month of continuation coverage must be paid monthly on or before the premium due date stated in the notice. There is a 30 day grace period for these monthly premiums. During the grace period, claims will be suspended until the premium is paid. If the premium is not paid within 30 days after the due date, continuation coverage will end on the first day of that period of coverage. Coverage cannot be reinstated.

## How Long Can I Continue COBRA?

If coverage would otherwise end because employment ends or hours are reduced so you are no longer eligible for group benefits, continuation coverage may continue until the earliest of the following:

- 18 months from the date that the employment ended or the hours were reduced.
- The date on which a premium payment was due but not paid.
- The date the person continuing the coverage becomes covered by another employer's group health plan.
- The date, after continuation coverage has been elected, the person becomes entitled to **Medicare**.
- The date the employer terminates all of its group health plans.

If coverage would otherwise end for a covered **dependent** (**spouse** or child) because of divorce, legal separation, death or a child's loss of dependence status, continuation coverage may continue until the earliest of the following:

- 36 months from the date the covered **dependent's** coverage would have otherwise ended.
- The date on which the premium payment was due but not paid.
- The date the person continuing coverage becomes covered by another employer's group health plan.
- The date, after continuation coverage has been elected, the person continuing coverage becomes entitled to **Medicare**.
- The date the employer terminates all of its group health plans.

## Can The Length Of COBRA Coverage Be Extended?

### Second Qualifying Event

If continuation coverage was elected by a covered **dependent** because your employment ended or your hours were reduced and, if during the period of continued coverage, another event occurs which is itself an event which would permit continuation coverage to be offered, the maximum period of continued coverage for the covered **dependent** is extended for 18 months to a maximum of 36 months from the date of the initial event. (Coverage will still end for any of the other reasons listed above, such as failure to pay premiums when due, etc.)

### Spouse and Dependents of Medicare-Eligible Employees

If continuation coverage was elected by your **spouse** or **dependent** child and you became entitled to **Medicare** while an **employee**, the maximum period of continuation coverage for **spouse** or child is the greater of 36 months from the date you became entitled to **Medicare** or 18 months from the date you lost coverage. (Coverage will still end for any of the other reasons listed above, such as failure to pay premiums when due, etc.)

### Disabled Individuals

If a **covered individual** is disabled, according to the Social Security Act, at the time he or she first becomes eligible for continuation or within 60 days of that date, the maximum period of continuation coverage is extended to 29 months. (Coverage will still end for any other reason listed above, such as failure to pay premiums when due, etc.) The **covered individual** must notify the employer within 60 days of the date he or she is determined to be disabled under the Social Security Act and within 30 days of the date he or she is finally determined not to be disabled. (Coverage will end on the first day of the month beginning 30 days after the **covered individual** is determined not to be disabled.) The cost of continuation coverage may increase after the 18<sup>th</sup> month of continuation coverage, and may be adjusted from time to time when group rates are adjusted.

### Trade Act of 1974

Special **COBRA** rights apply to **employees** who have been terminated or experienced a reduction of hours and who qualify for a 'trade readjustment allowance' or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These **employees** are entitled to a second opportunity to elect **COBRA** coverage for themselves and certain family members (if they did not already elect **COBRA** coverage), but only within a limited period of 60 days (or less) and only during the six months immediately after their group health plan coverage ended. If you qualify or may qualify for assistance under the Trade Act of 1974, contact Human Resources for additional information. You must contact Human Resources promptly after qualifying for assistance under the Trade Act of 1974 or you will lose your special **COBRA** rights.

## What Other Facts Should I Know Regarding My Rights Under COBRA?

In order to protect your family's rights, you should keep your employer informed of any changes in the addresses of family members who are or may become eligible for **COBRA**. You should also keep a copy of any notices you send the **Plan Administrator** for your records.

## **Who Should I Contact For Further Information And To Whom Should I Provide Notice Of COBRA Events?**

If you need more information regarding continuation of coverage, please feel free to contact CoreSource, Inc. or contact the **Plan Administrator**. You may also contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Address and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

The **company** is responsible for administering **COBRA** continuation. The **company** has contracted with CoreSource, Inc. to perform certain administrative functions on its behalf. These functions may include mailing of **COBRA** notices, collection of premium payments and reporting of paid participants to applicable vendors.

## HIPAA PRIVACY RULES

HIPAA Privacy Rules refer to those provisions of the Health Insurance Portability and Accountability Act of 1996 that relate to the safe handling of Protected Health Information and the regulations issued thereunder in 45 CFR Parts 160 and 164.

### Protected Health Information (PHI)

PHI includes information that the plan creates or receives that relates to the past, present, or future health or medical condition of an individual that could be used to identify the individual.

### Use And Disclosure Of PHI

The plan can use or disclose PHI for purposes of Payment and Health Care Operations. "Payment" means activities to obtain and provide reimbursement for the health care provided to an individual, including determinations of eligibility and coverage under the plan, and other health care utilization review activities.

"Health Care Operations" refers to the support functions related to treatment and payment, such as quality assurance activities, case management, receiving and responding to patient complaints, **physician** reviews, compliance programs, audits, business planning, development, management, and administrative activities.

### Business Associates Of The Plan

A Business Associate of the plan is a person or organization to whom the plan or another covered entity discloses PHI so that the Business Associate can carry out or assist with the performance of a function or activity of the plan. The activities might include claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, and repricing. Business Associates of the plan must contractually agree to abide by the HIPAA Privacy Rules and must require their subcontractors and agents to agree to abide by the HIPAA Privacy Rules.

### Workforce Of The Plan

The plan has designated the Medical Records Manager as the Privacy Official. The Privacy Official is the Privacy Fiduciary responsible for the plan's compliance with the HIPAA Privacy Rules. This includes ensuring that appropriate administrative procedures and safeguards are in place to protect PHI and ensuring that the Workforce of the plan and the Business Associates of the plan comply with the rules, are trained in the HIPAA Privacy Rules and the appropriate handling of PHI, and understand the sanctions for violations.

Certain **employees** of the **Plan Administrator** that serve on the Workforce of the plan are also considered Privacy Fiduciaries, including:

- President / CEO
- VP Finance / CFO
- Human Resource Director
- Human Resource Generalist
- Insurance Broker

The plan has also designated CoreSource, Inc. as the Privacy Fiduciary for the following services: distributing Privacy Notices; keeping PHI related to medical claims; tracking the use and disclosure of PHI when it is necessary for accounting purposes; coordinating requests from an individual for Access, Amending, Accounting and Restriction of PHI.

Certain **employees** of the **Plan Administrator** whose duties include administrative and management functions on behalf of the plan are also considered part of the Workforce of the plan. Their access to PHI is limited to the minimum necessary information needed to perform their designated duties.

The plan has appointed the above **employees** of the **Plan Administrator** as **employees** of the plan's Workforce when they are performing functions related to Health Care Operations or Payment.

### **Individual Rights**

Each individual covered under the plan ("the individual") is entitled to the protections set forth in this notice. For purposes of administration, "individual" shall mean:

1. In the case of the **employee**, former **employee**, surviving **spouse**, or head of any family continuing coverage under **COBRA** ("Primary Covered Individual"), the Primary Covered Individual may act as the individual for purposes of all Individual Rights and may receive PHI, such as claims correspondence and Explanation of Benefit forms on behalf of all covered family members, unless a restriction is otherwise requested and accepted by the plan.
2. In the case of any individual who has attained the age of 18, the individual may exercise their own Individual Rights as described in this notice.
3. In the case of a covered **dependent** child who has not attained the age of 18, the Primary Covered Individual or other parent may request and receive PHI on the **dependent** child or exercise Individual Rights on behalf of the **dependent** child.
4. In the case of a valid personal representative appointment on behalf of an individual, the personal representative shall be treated as the individual.
5. In the case of a person designated as an **alternate recipient** through a **Qualified Medical Child Support Order (QMCSO)**, that person has these rights to the PHI for the designated individual(s).

If an individual requests Access, Amending, Accounting, or Restriction of PHI for someone for whom they do not have the right, such as a **spouse** requesting an Accounting of PHI for the **employee** or the **employee** requesting an Accounting of PHI for a **dependent** over age 18, he/she must present a completed Personal Representative Affidavit or another legal document granting him/her authority.

An individual has the right to request Access to PHI, request an Amendment to PHI, request an Accounting of PHI disclosures, and request a Restriction in the handling of your PHI as set forth below.

## **Process To Request Access, Amending, Accounting Or Restriction Of PHI**

Any request to exercise individual rights to Access, Amending, Accounting, or Restriction of PHI must be made in writing by completing the appropriate request form. The form must be provided to the appropriate Privacy Fiduciary.

### **Access To PHI**

An individual has the right to access the following PHI from the plan within a Designated Record Set:

- Medical records
- Billing records
- Enrollment information
- Payment information
- Claim adjudication records

“Designated Record Set” means the plan's official records containing enrollment, medical and billing records, and case management records that are used to make decisions about an individual's health care benefits. This would include:

1. Paper records stored in individual folders maintained by our claims payer.
2. Electronic records stored by individual family record within the claim payer's system, including Participant Enrollment, Coverage Detail, Individual and Family Accumulations and Totals, Paid Claims History, Patient Notes and the Image Retrieval System.
3. Working records only if used to make a decision about the individual's benefits under the plan and not available elsewhere in the Designated Record Set.
4. Documentation of phone inquiries or information obtained via telephone call only if used to make a decision about the individual's benefits under the plan and maintained via telephone recording.

The following types of information are not included in the Designated Record Set:

1. Health information that was not used to make decisions about individuals or their benefits.
2. Psychotherapy notes (as defined in the HIPAA Rule).
3. Copies of documents wherein the source documentation is maintained in an ‘official’ record maintained by the plan or plan's Business Associate. Copies of PHI maintained in more than one location must be protected but only the source document is included in a Designated Record Set.
4. Information compiled in reasonable anticipation of, or for use in civil, criminal, or administrative action or proceeding (e.g., Incident reports - used to identify problems and implement corrective action).

A plan representative will respond to the request to access PHI within 30 days from the date the request is received. If the PHI is not on site, the plan representative may obtain the information and furnish it within 60 days from the date of the request. If additional time is needed, the plan representative will notify the requesting individual of a 30-day extension and reasons for the delay and advise him/her of the date the request should be completed.

If the plan representative is aware that the PHI is held by another entity, the plan representative will advise the name and address of the entity and how the individual may contact them for the PHI. There may be a reasonable charge for obtaining, copying, and mailing the requested information. The PHI will be provided in the format requested, if possible. If the individual agrees in advance, a summary form of the record will be provided.

### **Denial Of Access**

If access of PHI is denied, the plan representative will furnish a written denial. The denial will provide the reason as well as the individual's rights, if any, to have the denial reviewed. The denial will contain the name and address of the person to whom the individual can send their complaint and request for review.

Denials made for the following reasons will not be given subsequent review:

- An inmate requests access and that access would jeopardize the health, safety, security, custody, or rehabilitation of the inmate or others.
- The individual consented to access rights during the course of research involving treatment until the completion of the research.
- The HIPAA Privacy Rules permit denial.
- The PHI was received from a source with a promise of confidentiality and access is likely to breach that confidentiality.
- The PHI is not part of the Designated Record Set maintained by the plan.
- Where the individual who is the subject of the PHI is an individual who has attained the age of 18, or the personal representative of an individual under the age of 18 and has filed, and the plan has accepted, a restriction of access that would be violated by providing the requested access.

Denials for the following reasons may be reviewed, upon request, by a licensed **health care professional** not involved in the decision to deny access:

- A licensed **health care professional** reasonably believes that access will endanger the life or safety of the individual or others.
- The PHI refers to others and the **health care professional** determines that access is likely to substantially harm the other person.

### **Amending PHI**

An individual has the right to request that PHI in a Designated Record Set be amended.

Once an amendment to PHI is requested, the plan representative will make a decision regarding the request within 60 days from receipt. If additional time is needed, the plan representative will notify the individual requesting the amendment and take an additional 30 days to make a decision.

If the plan representative is aware that the PHI is held by another entity, the plan representative will advise the requesting individual the name and address of the entity and how they may contact them to amend the PHI.

If the plan representative grants the amending of PHI, a copy of the request and decision will be placed in any Designated Record Set maintained by the plan with information relating to the individual.

If the plan representative has furnished information concerning the amended information to another entity, they will contact the individual to obtain consent to advise that entity of the amended information and will make reasonable efforts to inform that entity of the amendment.

### **Denial Of Request To Amend PHI**

If access of PHI is denied, the plan representative will furnish a written denial. The denial will provide the reasons as well as the individual's rights to have the denial reviewed. The denial will contain the name and address of the person to whom the individual can send their complaint and request for review.

Denial to amend PHI may be made for the following reasons:

- The plan did not create the PHI.
- The PHI is not part of the Designated Record Set maintained by the plan.
- The PHI would not be available for access according to the HIPAA Privacy Rules.
- The PHI is accurate and complete.

If an individual disagrees with the denial, they may submit a statement of disagreement. The plan representative will review that statement. If the plan representative agrees, the PHI will be amended. If the plan representative does not agree, they will notify the individual requesting the amendment.

If a disagreement is filed, it and all subsequent responses will be included or summarized in future disclosure of the individual's PHI.

If an individual does not submit a statement disagreeing with the denial, they can request that the request for amendment and the denial be included in any future disclosures of PHI.

### **Amending PHI When Notified By Another Entity**

If another entity notifies the plan that they have amended PHI previously given, the PHI in the Designated Record Set will be amended.

### **Accounting For The Use Of PHI**

An individual can request an accounting of any disclosures of PHI made by the plan for up to six years prior to the date of the request, except disclosures made:

- To carry out treatment, payment, and health care operations or made pursuant to an authorization.
- Upon request of and made to the individual.
- For facility directory, or persons involved in the individual's care.
- For national security or intelligence purposes.
- To correctional institutions or law enforcement officials.
- Made prior to the compliance date of the HIPAA Privacy Rules.

The plan representative will furnish the following information:

- The date of the disclosure.
- The name of any entity or person who received PHI and their address, if known.
- A brief description of the PHI disclosed.
- A brief statement on the basis of the disclosure.

A response to a request will be given within 60 days from the receipt of the request. The plan representative will notify the individual if more time is needed and the reason for the delay, as well as the date by which the accounting will be provided. The plan representative will not take more than an additional 30 days to furnish the accounting.

### **Requesting Restriction Of Use Of PHI**

An individual may request the plan restrict the use or disclosure of PHI.

The plan will accept a reasonable request to release information to an alternate address for each family member. Such a request will be honored for all information released until the plan is notified in writing that the alternate address should not be used.

The plan will accept an individual's reasonable request to release information to an alternate address in the event that access to the PHI will endanger the life and/or safety of the individual or others. In the event of a minor child being the subject of abuse or endangerment, a letter from a licensed **health care professional** shall be treated as the individual's request for confidential communications. Such reasonable request will be honored for all information released until the plan is notified in writing that the alternate address should not be used.

### **Notification Of A Breach**

An individual has the right to be notified in the event that the plan (or one of its Business Associates) discovers a breach of their unsecured PHI. Notice of such a breach will be made in accordance with federal guidelines.

### **Applicability Of State Laws**

The administration of the Medical Plan involves resources, individuals, services and activities in several states. In the interest of a uniform and consistent administration of benefits, the Medical Plan has chosen to look to the laws of the State of Ohio without regard to the actual location(s) in which a particular privacy concern may arise, subject to applicable rules governing "conflict of laws" principles. Therefore, the Medical Plan will observe the health information privacy laws of the State of Ohio to the extent that the State law in question is not pre-empted by HIPAA because it meets either of the following HIPAA requirements:

- (a) It is possible for the Medical Plan to comply with both HIPAA and that State law; or
- (b) While it is impossible for the Medical Plan to comply with both HIPAA and that State law, the State law still applies because one (or more) of the following applies:

- (i) The State law relates to the privacy of Individually Identifiable Health Information, and the State law requirements are “more stringent” than the requirements under HIPAA. For this purpose, “more stringent” generally means that the State privacy law provides for any of the following when compared to HIPAA:
  - Greater restriction in use or disclosure;
  - Greater access or amendment by an individual to Individually Identifiable Health Information;
  - Greater amount of information about a use, disclosure, right and remedies to be provided to an individual;
  - Narrower scope or duration of an express legal permission for use or disclosure of Individually Identifiable Health Information;
  - Longer record retention or more detailed reporting; or
  - Greater privacy protection for the individual with respect to any other matter.
- (ii) The State law provides for health reporting for certain public health purposes.
- (iii) The State law requires the Medical Plan to report or provide access to information for purposes of certain audits, licensure and certification.
- (iv) The secretary determines that the State law is necessary to (A) prevent certain fraud and abuse, (B) to ensure appropriate State regulation of insurance and Health Plans to the extent expressly authorized by statute or regulation, (C) for state reporting on health care delivery or costs, or (D) to service compelling public, health, safety or welfare interests.

### **Separation Of Plan And Plan Administrator**

The **Plan Administrator** has provided a certification that requires assurance that the **Plan Administrator** will appropriately safeguard and limit the use and disclosure of PHI that the **Plan Administrator** may receive from the plan to perform plan Administration Functions. Specifically, **Plan Administrator** has agreed:

- not to use or further disclose PHI other than as permitted or required by the **Plan Document** or as required by law;
- to ensure that any agents, including a subcontractor, to whom it provides PHI received from the plan agree to the same restrictions and conditions that apply to the Administrator with respect to such information;
- not to use or disclose PHI for employment related actions and decisions or in connection with any other benefit or employee benefit plan;
- to report to the plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures permitted by the HIPAA Rule of which it becomes aware;
- to make available information in accordance with the HIPAA Rules regarding individual access to PHI;
- to make available PHI for amendment in accordance with the HIPAA Rules;
- to make available the information required under the HIPAA Rules to provide an accounting of non-routine disclosures to the individual;
- to make internal practices, books, and records relating to PHI available to the Department of Health and Human Services for purposes of determining compliance as required by the HIPAA Rules;

- to, if feasible, return or destroy all PHI received from the plan that the **Plan Administrator** still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- ensure the separation of the plan and the Administrator as set forth under “Workforce of the Plan.”

Permitted **employees** may also use the PHI for plan Administrative Functions that the **Plan Administrator** performs for the plan such as:

- Summary Health Information for the purpose of obtaining premium bids, including bids in connection with the placement of stop loss coverage;
- Summary Health Information for use in making decisions to modify, amend, or terminate the plan.

“Plan Administrative Functions” mean administrative functions performed on behalf of the plan and excludes functions performed by the **Plan Administrator** in connection with any other benefit or benefit plan of the **Plan Administrator**.

Any controversy or claim arising out of or relating to a violation of any of the separation and/or disclosure provisions agreed to in the certification and described in this notice may be reported to:

Medical Records Manager  
 Highland District Hospital  
 1275 North High St.  
 Hillsboro, OH 45133  
 (937) 393-6471

### **What Other Types Of Activities Involve The Collection Or Use And Disclosure Of PHI?**

1. Activities required or permitted by law. The following examples provide information on uses and disclosures required or permitted by law:
  - The plan may share PHI with government or law enforcement agencies when required to do so. The plan may also share PHI when required to in a court or other legal proceeding.
  - The plan may share PHI to obey Workers’ Compensation laws.
  - The plan may share PHI with the individual if the individual requests access to PHI as described previously in the Individual Rights section of this notice.

2. Activities performed with authorization

In other situations, the plan will ask for the individual’s written authorization before using or disclosing PHI.

An individual may decide later that they no longer want to agree to a certain use of PHI for which the plan received authorization. If so, the individual may write to the plan and revoke their authorization. If the plan had authorization to use PHI, the revocation will not apply to those past situations.

## **The Plan's Legal Obligations**

This plan is legally required to maintain the privacy of PHI as set forth in this notice. The plan is required to send a Notice of Privacy Practices to the Primary Covered Individual and abide by its contents. If an individual feels that their rights have been violated, they may file a complaint with the plan's Privacy Official at the address below. An individual may also file a complaint with the Secretary of the Department of Health and Human Services.

1. A complaint must be filed in writing, either on paper or electronically.
2. A complaint must name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements.
3. A complaint must be filed within 180 days of when the complainant knew or should have known of the act or omission.

## **Privacy Policy Changes**

The plan may change the privacy policies from time to time to comply with the understanding of applicable laws and to provide the best service possible under the plan. Any change in policy will be made available to **covered individuals**.

For questions about the plan's policies or to file a complaint, an individual may call or write the **company's** Privacy Official at the following address:

Medical Records Manager  
Highland District Hospital  
1275 North High St.  
Hillsboro, OH 45133  
(937) 393-6471

If an individual wishes to exercise their rights to request access or amend PHI, or receive an accounting of disclosures, or a restriction on use or disclosure of PHI, the individual may contact the plan's Privacy Official or the organization listed below:

CoreSource, Inc.  
P.O. Box 2310  
Mt. Clemens, MI 48046  
1-800-999-0114

## **NONDISCRIMINATION AND ACCESSIBILITY REQUIREMENTS**

### **Discrimination is Against the Law**

Highland District Hospital complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Highland District Hospital does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Highland District Hospital:

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

If you need these services, contact Melanie Wymer.

If you believe that Highland District Hospital has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Melanie Wymer, Director of Human Resources, Highland District Hospital, 1275 North High St., Hillsboro, OH 45133, (937) 393-6471, (fax) (937) 393-6345, (web address), [mwymer@hdh.org](mailto:mwymer@hdh.org). You can file a grievance in person or by mail or email. If you need help filing a grievance, Melanie Wymer, Director of Human Resources is available to help you.

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

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

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

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-367-9559 (TTY: 1-800-537-7697).

注意: 如果您使用繁體中文, 您可以免費獲得語音輔助服務。請致電 1-800-367-9559 (TTY: 1-800-537-7697)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-367-9559 (TTY: 1-800-537-7697).

ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-367-9559 (رقم هاتف الصم والبكم: 800-537-7697-1).

Wann du [Deitsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-367-9559 (TTY: 1-800-537-7697).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-367-9559 (телетайп: 1-800-537-7697).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-367-9559 (ATS: 1-800-537-7697).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-367-9559 (TTY: 1-800-537-7697).

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-367-9559 (TTY: 1-800-537-7697).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-367-9559 (TTY: 1-800-537-7697)번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-367-9559 (TTY: 1-800-537-7697).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-367-9559 (TTY:1-800-537-7697) まで、お電話にてご連絡ください。

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-367-9559 (TTY: 1-800-537-7697).

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-367-9559 (телетайп: 1-800-537-7697).

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-367-9559 (TTY: 1-800-537-7697).

## **HELP FIGHT FRAUD**

Combating fraud and abuse takes a cooperative effort from each of us. One way for you to help is by reviewing your Explanation of Benefits (EOB) to be sure that the services billed to us were reported properly. If you should see a service and/or supply billed to us that you did not receive, please report that immediately in writing. Indicate in your letter that you are filing a potential fraud complaint and document the following facts:

- The name and address of the provider,
- The name of the beneficiary who was listed as receiving the service or item,
- The claim number,
- The date of the service in question,
- The service or item that you do not believe was provided,
- The reason why you believe the claim should not have been paid, and
- Any additional information or facts showing that the claim should not have been paid.

### **Detection Tips**

You should be suspicious of practices that involve:

- Providers who routinely do not collect your cost share (co-payment).
- Billing by your provider for services that you did not receive.
- Providers billing for services or supplies that are different from what you received.

### **Prevention Tips**

- Always protect your CoreSource, Inc. identification card. Know to whom you are giving your member ID number. Do not provide your member number to someone over the phone if they call you.
- Be skeptical of providers who tell you that a particular item or service is not usually covered by us, but knows how to bill for the item or service to get it paid.

### **Who Do I Contact If I Suspect Fraud, Waste Or Abuse?**

Mail: CoreSource, Inc.  
P.O. Box 2310  
Mt. Clemens, MI 48046

Phone: 1-800-999-0114

## HOW TO FILE MEDICAL CLAIMS

### A General Overview

A claim is defined as any request for a plan benefit made by a **claimant** that complies with the plan's reasonable procedure for making benefit claims.

There are different types of claims. Reasonable claim filing procedures, which are different for each type of claim, are described below. Each type of claim has a specific timetable for approval, payment, request for further information, denial of the claim and for review of any **adverse benefit determination**.

The times listed below for response and appeals are maximum times only. A period of time begins at the time the claim is received, as explained in the claim filing procedures for each type of claim. Decisions will be made within a reasonable period of time appropriate to the circumstances. Throughout this section, "days" means calendar days.

### What Should You Know About Pre-Service Claims?

Whenever the plan requires advance approval of a service or treatment, the purpose of a **pre-service claim** is to provide the **claimant** with a determination of whether or not the approval process will prevent payment of the claim and to give you the opportunity to appeal any **adverse benefit determination** made during the pre-approval process. However, the claim determination made on a **pre-service claim** review does not guarantee payment of any **post-service claim**.

### Plan Procedures For Filing A Pre-Service Claim

A **claimant** may file a **pre-service claim** by telephone, mail or electronic media. The plan may have specific requirements associated with notification of **pre-service claims**. See the sections titled "Does this Plan have a Pre-Certification Provision?" and "What if I Need a Prescription Medication?" for further information.

The following information should be provided to the **Claims Administrator** for **pre-service claims**.

- The **employee's** name, name of the employer and group number; this information is embossed on your CoreSource, Inc. identification card.
- The **employee's** unique member identification number.
- The name of the patient and relationship to the **employee**.
- The proposed date of service.
- The **diagnosis** and type of service to be provided.

The **Claims Administrator** must reply to the claim request within a certain time period. The **claimant** must also respond to any request from the **Claims Administrator** within certain time periods. Those time periods are described below.

## Urgent Care Pre-Service Claims

If an urgent care **pre-service claim** is filed following the proper claims filing procedures, and no additional information is needed, the **Claims Administrator** will notify the **claimant** of a decision within 72 hours.

If additional information is needed the **Claims Administrator** will notify the **claimant** within 24 hours. The **claimant** will have up to 48 hours from the request to supply the needed information. When the information is received, the **Claims Administrator** will notify the **claimant** of a decision within 48 hours from the receipt of the response. If the **claimant** does not respond to the request for information, the claim will be denied within 48 hours after the request for information.

When proper claims filing procedures are not followed, the **Claims Administrator** must notify the **claimant**, orally or in writing, within 72 hours of receipt of the claim. The **claimant** must respond to that notification within 72 hours. If the **claimant** does not properly file the claim within 72 hours, the claim will be denied. If the **claimant** properly files the claim within 72 hours, the **Claims Administrator** will notify the **claimant** of a decision within 48 hours of receipt of the properly filed claim.

If an **adverse benefit determination** is given, the **claimant** may appeal the decision. Refer to the section titled “Adverse Benefit Determinations and Appeals” for further information.

Please note that if you or your **dependent** need medical care that would be considered urgent care or **emergency services**, then there is no requirement that the plan be contacted for prior approval.

## Non-Urgent Care Pre-Service Claims

If a non-urgent **pre-service claim** is filed following the proper claims filing procedures and no additional information is needed, the **Claims Administrator** will notify the **claimant** of a decision within 15 days.

If additional information is needed, or there are matters that prevent a decision and they are beyond the control of the plan, the **Claims Administrator** will notify the **claimant** within 15 days. The **claimant** will have up to 45 days from the request to supply the needed information. When the information is received, the **Claims Administrator** will notify the **claimant** of a decision within 15 days from the receipt of your response. If the **claimant** does not respond to the request for information, the claim will be denied within 60 days after the request for information. Should the required information be submitted subsequently, the claim will be considered a new request and will be reviewed in accordance with the above guidelines, if filed within the claim filing timeframe (refer to the section titled “What is Not Covered?”).

When proper claims filing procedures are not followed, the **Claims Administrator** must notify the **claimant**, orally or in writing, within 5 days of receipt of the claim. The **claimant** must respond to that notification within 15 days. If the **claimant** does not properly file the claim within these 15 days, the claim will be denied.

If an **adverse benefit determination** is given, the **claimant** may appeal that decision. Please see the section titled “Adverse Benefit Determinations and Appeals” for further information.

## What Should You Know About Post-Service Claims?

### Plan Procedures For Filing A Post-Service Claim

The **claimant** may file a **post-service claim** by mail or electronic media directly with the **Claims Administrator**. The plan does not require the filing of a claim form. When a provider files a claim, they will be considered the **authorized representative** of the patient.

For medical **post-service claims**, your **Claims Administrator** is CoreSource, Inc., P.O. Box 2310, Mt. Clemens, MI 48046, 1-800-999-0114.

The **Claims Administrator** for pharmacy **post-service claims** is CVS Caremark, Inc., P.O. Box 52084, Phoenix, AZ 85072-2084, (Fax) 1-866-443-1172.

Original bills and/or receipts with the complete claims information listed below should be sent to CoreSource, Inc. In the case of a bill from a **network provider** where the network requires claims be submitted through them, the bill will not be considered a claim until it is received by the network. In addition to bills filed by hard copy, CoreSource, Inc. will consider claims filed electronically as original claims.

### Required Information

When submitting a medical claim, the following information must be presented:

- The **employee's** name, name of the employer and group number; this information is embossed on your CoreSource, Inc. identification card.
- The **employee's** unique member identification number.
- The name of the patient and relationship to the **employee**.
- The date of service.
- The provider's name and degree.
- The medical condition for which treatment was provided.
- The charge for each specific service.

Unless you submit proof that you have paid for the services billed, payment will be made to the provider as your **authorized representative**.

This plan intends, through CoreSource, Inc., to promptly acknowledge and make a claims determination on claims submitted. In order to do this, the plan needs your cooperation. In most cases when a bill is sent to CoreSource, Inc. directly by the provider, the claims information listed above will be on the bill. If you send a bill or receipt to CoreSource, Inc., you should be sure the above claim information is given.

**Prescription drugs** purchased in a participating pharmacy are covered by the **prescription drug** benefit administered by CVS Caremark. Prescriptions filled at a participating pharmacy will be covered as described in the section titled "What if I Need a Prescription Medication?" If you or your **dependent** purchases a drug at a non-participating pharmacy, you or your **dependent** must pay for the prescription in full.

## **Providing Additional Information**

Additional information provided at the time of the claim will help in making a determination. For example, if the bill is for your covered **dependent** who has other medical coverage, send a copy of the other coverage's proof of payment or denial.

If the bill is for services rendered due to an accidental bodily **injury**, please provide the following details:

- How the accident happened?
- When the accident happened?
- The name and address of anyone who was responsible for the **injury**.

## **Time Periods For The Plan And You**

The **Claims Administrator** must reply to a claim request within a certain time period. The **claimant** must also respond to the request for additional information from the **Claims Administrator** within certain time periods.

When a **post-service claim** is filed, and all information needed to make a claim determination is present, the **Claims Administrator** must notify the **claimant** of a claims decision within 30 days from the date the claim is received.

If a **post-service claim** is filed and additional information is needed, the **Claims Administrator** must notify the **claimant** within 30 days.

The **claimant** will have up to 45 days from the request to supply the needed information. When the information is received, the **Claims Administrator** will notify the **claimant** of a decision within 15 days from the receipt of the response. If the **claimant** does not respond to the request for information, the claim will be denied within 60 days after the request for information. Should the required information be submitted subsequently, the claim will be considered a new request and will be reviewed in accordance with the above guidelines, if filed within the claim filing timeframe. See the section titled "What is Not Covered?" for additional information regarding the claims filing timeframe.

If an **adverse benefit determination** is given, the **claimant** may appeal that decision. Please see the section titled "Adverse Benefit Determinations and Appeals" for further information.

## ADVERSE BENEFIT DETERMINATIONS AND APPEALS

### What If My Claim Is Denied?

Except with urgent care claims, when the notification may be given orally followed by written or electronic notification within three days of the oral notification, the **Claims Administrator** shall provide written or electronic notification of any **adverse benefit determination**. The notice will state, in a manner calculated to be understood by the **claimant**:

1. The specific reason or reasons for the **adverse benefit determination**.
2. Reference to the specific plan provisions on which the determination was based.
3. A description of any additional material or information necessary for the **claimant** to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the plan's review procedures and the time limits applicable to such procedures. This will include a statement of the **claimant's** right to bring a civil action following an **adverse benefit determination** or review.
5. A statement that the **claimant** is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
6. If the **adverse benefit determination** was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion which was relied on will be provided free of charge to the **claimant** upon request.
7. If the **adverse benefit determination** is based on medical necessity or **experimental** or **investigational** treatment or a similar exclusion or limitation, an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the **claimant's** medical circumstances, will be provided free of charge to the **claimant** upon request.

A document, record, or other information shall be considered relevant to a claim if it:

1. Was relied upon in making the benefit determination;
2. Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
3. Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with **Plan Documents** and plan provisions have been applied consistently with respect to all **claimants**; or
4. Constituted a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit.

## How Do I File An Appeal?

If a **claimant** receives an **adverse benefit determination** for an urgent **pre-service claim**, the **claimant** may appeal that decision in writing, via mail, facsimile, or electronically. If a **claimant** receives an **adverse benefit determination** for a non-urgent **pre-service claim** or a **post-service claim**, the **claimant** may appeal the decision within 180 days of date of the **adverse benefit determination**. The appeal and all supporting documentation should be submitted to the **Claims Administrator**.

The following describes the review process and rights of the **covered individual**:

1. The **covered individual** has the right to submit documents, information and comments and to present evidence and testimony.
2. The **covered individual** has the right to access, free of charge, relevant information to the claim for benefits. A document, record, or other information shall be considered relevant to a claim if it:
  - a. Was relied upon in making the benefit determination;
  - b. Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
  - c. Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with **Plan Documents** and plan provisions have been applied consistently with respect to all **claimants**; or
  - d. Constituted a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit.
3. Before a final determination on appeal is rendered, the **covered individual** will be provided, free of charge, with any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with the claim. Such information will be provided as soon as possible and sufficiently in advance of the notice of final internal determination to give the **covered individual** a reasonable opportunity to respond prior to that date.
4. The review takes into account all information submitted by the **covered individual**, even if it was not considered in the initial benefit determination.
5. The review will not afford deference to the original denial.
6. The review will be conducted by an employee of the **Claims Administrator** who is neither:
  - a. The individual who originally denied the claim, nor
  - b. Subordinate to the individual who originally denied the claim.
7. If original denial was, in whole or in part, based on medical judgment:
  - a. The **Claims Administrator** will consult with a **health care professional** who has appropriate training and experience in the field involving the medical judgment; and
  - b. The **health care professional** utilized by the **Claims Administrator** will be neither:
    - i. An individual who was consulted in connection with the original denial of the claim, nor
    - ii. A subordinate of any other **health care professional** who was consulted in connection with the original denial.
8. If requested, the **Claims Administrator** will identify the medical or vocational expert(s) who gave advice in connection with the original denial, whether or not the advice was relied upon.

## Notice Of Benefit Determination On Appeal

The **Claims Administrator** shall provide the **claimant** with a written notice of the appeal decision within the applicable time period. If a **claimant** receives an **adverse benefit determination** for an urgent **pre-service claim**, the **Claims Administrator** will provide a decision regarding the appeal within 72 hours. If a **claimant** receives an **adverse benefit determination** for a non-urgent **pre-service claim**, the **Claims Administrator** will review the appeal and respond within 30 days. If a **claimant** receives an **adverse benefit determination** for a **post-service claim**, the **Claims Administrator** will review the appeal and respond within 60 days.

The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the procedures of the plan. This timing is without regard to whether all the necessary information accompanies the filing.

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the decision, including:

1. The specific reasons for the denial.
2. Reference to specific plan provisions on which the denial is based.
3. A statement that the **covered individual** has the right to access, free of charge, relevant information to the claim for benefits. A document, record, or other information shall be considered relevant to a claim if it:
  - a. Was relied upon in making the benefit determination;
  - b. Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
  - c. Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with **Plan Documents** and plan provisions have been applied consistently with respect to all **claimants**; or
  - d. Constituted a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit.
4. A statement of the **covered individual's** right to request an external review and a description of the process for requesting such a review.
5. A statement that if the **covered individual's** appeal is denied, the **covered individual** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974.
6. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Appeal Decision will contain either:
  - a. A copy of that criterion, or
  - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
7. If the denial was based on medical necessity, experimental/investigational treatment or similar exclusion or limit, the **Claims Administrator** will supply either:
  - a. An explanation of the scientific or clinical judgment, applying the terms of the plan to the **claimant's** medical circumstances, or
  - b. A statement that such explanation will be supplied free of charge, upon request.

## External Appeals

A **claimant** may request a review of a denied claim by making written request to the **Claims Administrator** within four months of receipt of notification of the final internal denial of benefits. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be made by the first day of the fifth month following the receipt of the notice of final internal denial of benefits. The plan may charge a filing fee to the **covered individual** requesting an external review, subject to applicable laws and regulations.

## Right To External Appeal

Within five business days of receipt of the request, the **Plan Supervisor** will perform a preliminary review of the request to determine if the request is eligible for external review, based on confirmation that:

1. The **covered individual** incurring the claim is or was covered under the plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the plan at the time the health care item or service was provided;
2. The final internal denial does not relate to the **covered individual's** failure to meet plan eligibility requirements as stated in the section titled "Participating in the Plan";
3. The **claimant** has exhausted the plan's appeal process, to the extent required by law; and
4. The **claimant** has provided all of the information and forms required to complete an external review.

## Notice Of Right To External Appeal

The **Claims Administrator** shall provide the **claimant** with a written notice of the decision as to whether the claim is eligible for external review within one business day after completion of the preliminary review.

The Notice of Right to External Appeal shall include the following:

1. The reason for ineligibility and the availability of the Employee Benefits Security Administration at 866-444-3272, if the request is complete but not eligible for external review.
2. If the request is incomplete, the information or materials necessary to make the request complete and the opportunity for the **claimant** to perfect the external review request by the later of the following:
  - a. The four month filing period; or
  - b. Within the 48 hour time period following the **claimant's** receipt of notification.

## Independent Review Organization

An Independent Review Organization (IRO) that is accredited by URAC or a similar nationally recognized accrediting organization shall be assigned to conduct the external review. The assigned IRO will timely notify the **claimant** in writing of the request's eligibility and acceptance for external review.

## Notice Of External Review Determination

The assigned IRO shall provide the **Claims Administrator** and the **claimant** with a written notice of the final external review decision within 45 days after receipt of the external review request.

The Notice of Final External Review Decision from the IRO is binding on the **claimant**, the **Plan Administrator** and **Plan Supervisor**, except to the extent that other remedies may be available under State or Federal law.

## Expedited External Review

The **Claims Administrator** shall provide the **claimant** the right to request an expedited external review upon the **claimant's** receipt of either of the following:

1. A denial of benefits involving a medical condition for which the timeframe noted above for completion of an internal appeal would seriously jeopardize the health or life of the **covered individual** or the **covered individual's** ability to regain maximum function and the **covered individual** has filed an internal appeal request.
2. A final internal denial of benefits involving a medical condition for which the timeframe for completion of a standard external review would seriously jeopardize the health or life of the **covered individual** or the **covered individual's** ability to regain maximum function or if the final determination involves any of the following:
  - a. An admission,
  - b. Availability of care,
  - c. Continued stay, or
  - d. A health care item or service for which the **covered individual** received **emergency services**, but has not been discharged from a facility.

Immediately upon receipt of the request for expedited external review, the plan will do all of the following:

1. Perform a preliminary review to determine whether the request meets the requirements in the section, "Right to External Appeal."
2. Send notice of the plan's decision, as described in the section, "Notice of Right to External Appeal."

Upon determination that a request is eligible for external review, the plan will do all of the following:

1. Assign an IRO as described in the section, "Independent Review Organization."
2. Provide all necessary documents or information used to make the denial of benefits or final denial of benefits to the IRO either by telephone, facsimile, electronically or other expeditious method.

The assigned IRO will provide notice of final external review decision as expeditiously as the **covered individual's** medical condition or circumstances require, but in no event more than 72 hours after receipt of the expedited external review request. The notice shall follow the requirements in section, "Notice of External Review Determination." If the notice of the expedited external review determination was not in writing, the assigned IRO shall provide the **Claims Administrator** and the **claimant** written confirmation of its decision within 48 hours after the date of providing that notice.

### **Is The Decision On Review Final?**

The decision by the **Claims Administrator** on review will be final, binding, and conclusive, and will be afforded the maximum deference permitted by law. **All claim review procedures provided for in the Plan Document must be exhausted before any legal or equitable action is brought.** Notwithstanding any other state or federal law, any and all legal actions to recover benefits, whether against the plan, **Plan Administrator, Claims Administrator, company**, any other fiduciary, or their employees, must be filed within two years from the date the expense was incurred or one year from the date the completed claim was filed, whichever occurred first.

## FACILITY OF PAYMENT

Whenever payments which should have been made under this plan in accordance with its provisions have been made under any other plans, the plan shall have the right, exercisable alone and in its full discretion, to pay over to any organizations making such other payments any amounts it shall deem to be warranted in order to satisfy the intent of this coordination provision. Any amount so paid shall be deemed to be benefits paid under this plan and to the extent of such payments; the plan shall be fully discharged from liability.

Plan payments will be made to the provider whenever there is no evidence showing that the provider has been paid. If the provider has been paid and the **employee** authorizes payment to another individual, the plan will pay that individual upon receipt of the **employee's** signed authorization.

If an **employee** dies, the plan will determine payment of claims as follows:

- First, to any providers who have not received payment that would be due under the plan;
- Second, the **employee's spouse**;
- Third, the **employee's** estate.

## PHYSICAL EXAMINATION

This plan, at its own expense, will have the right and opportunity to have any individual whose medical or **dental** treatment is the basis of a claim under this plan, examined by a **physician** designated by this plan when and as often as it may be reasonably required during the review of a claim under this plan.

## FRAUD OR INTENTIONAL MISREPRESENTATION

Any fraud or intentional misrepresentation, as defined under the provisions of the **ACA**, of a material fact on the part of the **covered individual**, an individual seeking coverage on behalf of the **covered individual** in making application for coverage, or any application for reclassification thereof, or for service thereunder is prohibited and shall render the coverage under the plan null and void. The plan shall be entitled to recover its damages, including legal fees, from the **covered individual**, or from any other person responsible for misleading the plan, and from the person for whom the benefits were provided.

## SUBROGATION/REIMBURSEMENT

The plan is designed to only pay covered expenses for which payment is not available from anyone else, including any insurance company or another health plan. In order to help a **covered individual** in a time of need, however, the plan may pay covered expenses that may be or may become the responsibility of another person, provided that the plan later receives reimbursement for those payments (hereinafter called "Reimbursable Payments").

Therefore, by enrolling in the plan, as well as by applying for payment of covered expenses, a **covered individual** is subject to, and agrees to, the following terms and conditions with respect to the amount of covered expenses paid by the plan:

1. Assignment of Rights (Subrogation). The **covered individual** automatically assigns to the plan any rights the **covered individual** may have to recover all or part of the same covered expenses from any party, including an insurer or another group health program (except flexible spending accounts, health reimbursement accounts, and health savings accounts), but limited to the amount of Reimbursable Payments made by the plan. This assignment includes, without limitation, the assignment of a right to any funds paid by a third party to a **covered individual** or paid to another for the benefit of the **covered individual**. This assignment applies on a first-dollar basis (i.e., has priority over other rights), applies whether the funds paid to (or for the benefit of) the **covered individual** constitute a full or a partial recovery, and even applies to funds actually or allegedly paid for non-medical or **dental** charges, attorney fees, or other costs and expenses. This assignment also allows the plan to pursue any claim that the **covered individual** may have, whether or not the **covered individual** chooses to pursue that claim. By this assignment, the plan's right to recover from insurers includes, without limitation, such recovery rights against no-fault auto insurance carriers in a situation where no third party may be liable, and from any uninsured or underinsured motorist coverage.
2. Equitable Lien and other Equitable Remedies. The plan shall have an equitable lien against any rights the **covered individual** may have to recover the same covered expenses from any party, including an insurer or another group health program, but limited to the amount of Reimbursable Payments made by the plan. The equitable lien also attaches to any right to payment from Workers' Compensation, whether by judgment or settlement, where the plan has paid covered expenses prior to a determination that the covered expenses arose out of and in the course of employment. Payment by Workers' Compensation insurers or the employer will be deemed to mean that such a determination has been made.

This equitable lien shall also attach to any money or property that is obtained by anybody (including, but not limited to, the **covered individual**, the **covered individual's** attorney, and/or a trust) as a result of an exercise of the **covered individual's** rights of recovery (sometimes referred to as "proceeds"). The plan shall also be entitled to seek any other equitable remedy against any party possessing or controlling such proceeds. At the discretion of the **Plan Administrator**, the plan may reduce any future covered expenses otherwise available to the **covered individual** under the plan by an amount up to the total amount of Reimbursable Payments made by the plan that is subject to the equitable lien.

This and any other provisions of the plan concerning equitable liens and other equitable remedies are intended to meet the standards for enforcement under ERISA that were enunciated in the United States Supreme Court's decision entitled, Great-West Life & Annuity Insurance Co. v. Knudson, 534 US 204 (2002); and Sereboff v. Mid Atlantic Medical Services, Inc. (MAMS), 126 S.Ct. 1869, 547 US 356 (2006). The provisions of the plan concerning subrogation, equitable liens and other equitable remedies are also intended to supersede the applicability of the federal common law doctrines commonly referred to as the "make whole" rule and the "common fund" rule.

3. Assisting in Plan's Reimbursement Activities. The **covered individual** has an obligation to assist the plan to obtain reimbursement of the Reimbursable Payments that it has made on behalf of the **covered individual**, and to provide the plan with any information concerning the **covered individual's** other insurance coverage (whether through automobile insurance, other group health program, or otherwise) and any other person or entity (including their insurer(s)) that may be obligated to provide payments or benefits to or for the benefit of the **covered individual**. The **covered individual** is required to (a) cooperate fully in the plan's (or any plan fiduciary's) enforcement of the terms of the plan, including the exercise of the plan's right to subrogation and reimbursement, whether against the **covered individual** or any third party, (b) not do anything to prejudice those enforcement efforts or rights (such as settling a claim against another party without including the plan as a co-payee for the amount of the Reimbursable Payments and notifying the plan), (c) sign any document deemed by the **Plan Administrator** to be relevant to protecting the plan's subrogation, reimbursement or other rights, and (d) provide relevant information when requested. The term "information" includes any documents, insurance policies, police reports, or any reasonable request by the **Plan Administrator** to enforce the plan's rights.
4. Overpayments. This plan will have the right to recover any payments that were made to, or on behalf of, a **covered individual** and which causes an overpayment to be made.

Failure by **covered individuals** to follow the above terms and conditions may result, at the discretion of the **Plan Administrator**, in a reduction from future benefit payments available to the **covered individual** under the plan of an amount up to the aggregate amount of Reimbursable Payments that has not been reimbursed to the plan.

## GENERAL PLAN INFORMATION

### Plan Name

The name of the plan is Highland District Hospital Medical Benefit Plan as Amended and Restated Effective January 1, 2017.

### Type Of Plan

This plan is a welfare benefits plan providing medical benefits.

### Plan Administrator And Named Fiduciary

The **Plan Administrator**, named fiduciary and agent for service of legal process is Highland District Hospital, 1275 North High St., Hillsboro, OH 45133, (937) 393-6471.

### Employer Identification Number

The employer identification number for Highland District Hospital is 31-0653685.

### Cost Of The Plan

Highland District Hospital shares in the cost of providing benefits to you and your eligible **dependents**. Information regarding the specific cost for coverage can be obtained from Human Resources.

### Plan Effective Date

The original plan effective date is January 1, 2009. The plan is amended and restated effective January 1, 2017.

### Plan Distribution Date

Benefits described in this **SPD** will only apply to claims incurred on or after the plan effective date or the date on which the plan is distributed whichever is later.

### Plan Year

The fiscal year of this plan commences on the first day of January and ends on the last day of the following December.

### Plan Supervisor

The **Plan Supervisor** is CoreSource, Inc., P.O. Box 2310, Mt. Clemens., MI 48046, 1-800-999-0114.

### The Plan Is Not A Contract Of Employment

This plan does not constitute or provide a promise or guarantee of employment or continued employment, to any **employee** of the **Plan Administrator** or of any participating employer. Nor do these documents change any such employment relationship to be other than employment "at will."

## YOUR RIGHTS UNDER THIS PLAN

### What Are My Rights Under This Plan?

As a participant in the plan, you are entitled to certain rights and protections. The plan provides that all plan participants shall be entitled to the following rights.

### The Right To Receive Information About The Plan

You can examine, without charge, all documents governing the plan, including insurance contracts and collective bargaining agreements. The documents are available for examination at the **Plan Administrator's** office and at other specified locations, such as worksites and union halls.

You can also obtain, upon written request to the **Plan Administrator**, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, as well as copies of the **SPD**. The **Plan Administrator** may charge a reasonable fee for the copies.

### The Right To Continue Group Health Plan Coverage

You can continue health care coverage for you or your **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. It is important that you review this **SPD** and any other documents governing the plan on the rules governing your **COBRA** continuation coverage rights.

### The Right To Enforce Your Rights

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the **Claims Administrator** review and reconsider your claim.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may bring a civil action. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may file suit in court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**NOTE:** No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights.

## DESIGNATION OF FIDUCIARY RESPONSIBILITY

### Who Are The Fiduciaries Of The Plan?

Highland District Hospital is the **Plan Administrator** and named fiduciary, with respect to the plan, for everything not delegated to another fiduciary in this document. Highland District Hospital shall exercise all discretionary authority and control with respect to management of the plan that is not specifically granted to another fiduciary.

Highland District Hospital may delegate certain fiduciary responsibilities under the plan to persons who are not named fiduciaries of the plan. If fiduciary responsibilities are delegated to any other person, such delegation of responsibility should be made by written instrument executed by Highland District Hospital. A copy of the written instrument delegating the responsibility will be kept with the records of the plan.

CoreSource, Inc. has, by written instrument, been designated as the Fiduciary for Final Claims Determination for medical **post-service claims** submitted to the plan. By making this designation, it is the **Plan Administrator's** intention that CoreSource, Inc. make final claim determinations and have final discretion in construing the terms of the plan with respect to final claim determinations. CoreSource, Inc. shall not be responsible for any fiduciary responsibilities other than those outlined in this paragraph.

CVS Caremark, Inc. has, by written instrument, been designated as the Fiduciary for Final Claims Determination for pharmacy **post-service claims** submitted to the plan. By making this designation, it is the **Plan Administrator's** intention that CVS Caremark, Inc. make final claim determinations and have final discretion in construing the terms of the plan with respect to final claim determinations. CVS Caremark, Inc. shall not be responsible for any fiduciary responsibilities other than those outlined in this paragraph.

### What Are The Fiduciaries' Responsibilities?

Each fiduciary under the plan shall be solely responsible for its own acts or omissions. No fiduciary shall have the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon such other fiduciary by federal or state law. No fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the plan unless it participates knowingly in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach, fails to take responsible remedial action to remedy such breach or, through its negligence in performing its own specific fiduciary responsibilities which give rise to its status as a fiduciary, it enables such other fiduciary to commit a breach of the latter's fiduciary responsibility.

No fiduciary shall be liable with respect to a breach of fiduciary duty if such breach is committed before it became a fiduciary, and nothing in this plan shall be deemed to relieve any person from liability for his or her own misconduct or fraud.

## **What If The Plan Is Modified, Amended Or Terminated?**

Highland District Hospital, by a duly **authorized representative**, may modify, amend, or terminate the plan at any time at its sole discretion.

Any such modification, amendments, or terminations that affect plan participants or beneficiaries of the plan will be communicated to them. If the plan is terminated, benefits will only be paid for claims incurred before the date of termination up to the time funds are no longer available.

## **Who Is Responsible For The Administration Of The Plan?**

Highland District Hospital is the **Plan Administrator**. As **Plan Administrator**, Highland District Hospital is required to supply you with this booklet and other information, and to file various reports and documents with government agencies. In its role of administering the plan, the **Plan Administrator** also may make rulings, interpret the plan, prescribe procedures, gather needed information, receive and review financial information of the plan, employ or appoint individuals to assist in any administrative function, and generally do all other things which need to be handled in administering the plan.

The **Plan Administrator** shall have any and all powers of authority, which shall be proper to enable him to carry out his duties under the plan and full discretionary authority to make regulations with respect to this plan and to determine, consistently therewith, all questions that may arise as to the status and rights of participants and beneficiaries and any and all other persons.

The **Plan Administrator** shall have full discretionary authority to interpret all provisions of this plan, including resolving an inconsistency or ambiguity or correcting an error or an omission. The plan shall be governed by the Internal Revenue Code and the laws of the state of Ohio.

In exercising its authority under this plan, the **Plan Administrator** or any fiduciary to whom authority has been granted under this plan, shall have full and absolute discretion, and any decisions of the **Plan Administrator** or other fiduciary may not be overturned in a subsequent judicial or administrative proceeding unless found to be arbitrary and capricious.

## **How Is The Plan Funded?**

The plan is funded through the general assets of Highland District Hospital, and contributions as required. In the event of plan termination, there are no specific assets set aside to use to pay claims incurred prior to the date of such termination. If the plan should be terminated, claims incurred prior to the date of such termination would be paid until the time funds are no longer available. Claims incurred after the date of such termination would not be paid.

## **Is This Plan Considered Health Insurance?**

Under Michigan law, the **Plan Supervisor** is required to disclose the following information.

The Highland District Hospital Medical Plan is a self-funded plan. You and your covered **dependents** are not insured. In the event this plan does not ultimately pay medical expenses that are eligible for payment under this plan for any reason, you or your covered **dependents** may be liable for those expenses.

The **Plan Supervisor**, CoreSource, Inc., merely processes claims and does not ensure that any medical expenses of individuals covered by this plan will be paid.

When you or your covered **dependent** file complete and proper claims for benefits, those claims will be promptly processed. In the event of a delay in processing, then you or your covered **dependent** shall have no greater right or interest or other remedy against the **Plan Supervisor**, CoreSource, Inc., than as otherwise afforded by law.

**EXECUTION**

The Highland District Hospital Medical Benefit Plan as Amended and Restated Effective January 1, 2017 is hereby approved and adopted this 17 day of AUGUST, 2017.

**HIGHLAND DISTRICT HOSPITAL**

BY:     Daa. Shado    

TITLE: VP finance & CFO