

# HEALTH ALLIANCE INDEMNITY INDIVIDUAL POLICY

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## MEMBERS RIGHTS AND RESPONSIBILITIES

- A right to receive information about Health Alliance, the services Health Alliance provides, the doctors and other healthcare professionals that Health Alliance contracts with and the Member's rights and responsibilities
- A right to be treated with respect and dignity and to be given a right to privacy
- A right to participate with contracted Providers in making decisions regarding your healthcare
- A right to have a candid discussion of appropriate or Medically Necessary treatment options for your conditions, regardless of cost or benefit coverage
- A right to voice complaints or appeals about Health Alliance or the care provided
- A right to make recommendations regarding the Health Alliance Members' rights and responsibilities Policy
- A right to have reasonable access to healthcare
- A right to receive information in a way that works for you (in languages other than English, in Braille, in large print or other alternate formats, etc.)
  
- A responsibility to supply information, to the extent possible, that Health Alliance and its contracted Providers need in order to provide care
- A responsibility to follow plans and instructions for care that you have agreed on with your Providers
- A responsibility to understand your health problems and participate in developing mutually agreed-upon treatment goals to the degree possible
- A responsibility to read and understand your Policy and to follow the rules of membership
- A responsibility to know the Providers in your network
- A responsibility to notify Health Alliance in a timely manner of any changes in your status as a Member or that of any of your covered Dependents

## **HEALTH ALLIANCE INDEMNITY INDIVIDUAL POLICY**

### **INTRODUCTION**

This Indemnity Policy is the out-of-network Policy section of the individual Point of Service (POS) plan that you have chosen.

This Policy, along with the Description of Coverage and/or the SBC explains to you all the details of the healthcare plan that you have chosen. It is important for you to read this Policy so you can get to know what your rights are as a Member, what's expected of you and what your benefits are.

If you have questions about your plan or need help understanding your benefits, please call Health Alliance at the number listed on the back of your Health Alliance Identification card.

### **HOW THE HEALTH ALLIANCE INDEMNITY INDIVIDUAL POLICY WORKS**

The Health Alliance Indemnity Individual Policy allows you and your covered Dependents to choose where you receive healthcare services. Healthcare services are paid according to the POS Plan Indemnity Policy Description of Coverage and/or the SBC, up to the Maximum Allowable Charge after the individual or family Deductible has been met. The Provider may bill you for any amount up to the billed charge after the Plan has paid its portion of the bill.

Make sure that claims from Non-Participating Providers are submitted to Health Alliance within 60 days from the date of service. Claims submitted more than one year from the date of service are not covered by the Plan; see "Payment of Claims." You are responsible for submitting the claim or bill to Health Alliance if the Provider does not agree to send a claim on your behalf. The Provider will bill the portion you are responsible for directly to you after the Plan has determined its payment.

### **PRIOR AUTHORIZATION**

#### **Non-Participating Provider or Extended Network Prior Authorization Procedure**

When using Non-Participating or Extended Network Providers, you are responsible for ensuring that all services listed are Prior Authorized before you receive the service. If the Prior Authorization request is approved, both you and your Provider will be notified of the Effective Dates and the kind of care and services you are authorized to receive. Once your Prior Authorization approval expires, it is your responsibility to notify your Provider so he/she can determine whether further care is needed, and if so, submit another Prior Authorization request to Health Alliance.

If your Prior Authorization request is denied, you and your Provider will be notified in writing. If your Prior Authorization request is denied, Health Alliance will not provide coverage for the requested services. Health Alliance maintains a list of services that require Prior Authorization for Medical Necessity. Prior Authorization can be initiated by calling Health Alliance at the number on the Health Alliance Identification Card.

If there is no Prior Authorization, a Retrospective Review will be performed. If Medical Necessity criteria are not met, you are responsible for the entire cost of the services received.

If your Prior Authorization request is denied, you may request an appeal of the denial; see "Appeals" and "Medical Necessity Review." If your Prior Authorization request is denied on the basis of Medical Necessity, appropriateness, healthcare setting, level of care or effectiveness and you have exhausted the internal appeals process, you also have the right to request that decision be reviewed by an independent review organization; see "External Review of Appeals."

If your Prior Authorization request for Urgent Care is denied, you have the right to request an expedited internal appeal of the denial; see “Appeals” and “Expedited Medical Necessity Review.” If your Physician or other healthcare Provider believes that the denial of coverage of healthcare services or the timeframe for completion of an expedited internal review would jeopardize your life, your health or your ability to regain maximum function, you have the right to request an expedited review by an independent review organization. If your Prior Authorization request is denied due to treatment being experimental or investigational and your Physician certifies in writing that treatment would be significantly less effective if not promptly initiated, you may request an expedited external review of the denial at the same time you request an expedited internal appeal of the denial; see “External Review of Appeals” and “Expedited Medical Necessity Review.”

To determine which medical procedures or durable medical supplies require Prior Authorization, log in to hally.com and click on the menu tab. In the menu, under “Find Care,” select either “Medical Prior Authorization List” or “Durable Medical Supplies List.” You may send a Customer Service Request from there, or contact Health Alliance at the number listed on the back of your Health Alliance Identification Card.

Prior Authorization can be initiated by calling Health Alliance at the number on the back of your Health Alliance Identification Card.

### **Healthcare Services that Require Prior Authorization**

Prior Authorization provides you with assurance that a Hospitalization, procedure or supply will be covered by the Plan. Coverage will not be provided for healthcare services that are not Medically Necessary. Services that require Prior Authorization will not be covered if you receive those services prior to approval of the Prior Authorization request and it is later determined the services were not Medically Necessary. To determine which medical procedures or durable medical supplies require Prior Authorization, log in to hally.com and click on the menu tab. In the menu, under “Find Care,” select either “Medical Prior Authorization List” or “Durable Medical Supplies List.” You may send a Customer Service Request from there, or contact Health Alliance at the number listed on the back of your Health Alliance Identification Card.

**PLEASE NOTE: You may use Non-Participating Providers and have benefits paid at the Participating Provider level only when services are not available from a Participating Provider and if you have received Prior Authorization from Health Alliance, or in a medical emergency. In other words, the Plan will pay at the Participating Provider benefit level for Non-Participating services only if you obtain Prior Authorization before receiving treatment. The only exception to this rule is for medical emergency Care required to treat and stabilize a medical emergency, which is covered at the same level as services received through a Participating Provider.**

### **Notification of Emergency Services**

If you are treated or are admitted as an inpatient for an Emergency Medical Condition, you must notify Health Alliance at the number listed on the back of your Health Alliance Identification Card within 48 hours, or as soon as reasonably possible, after care begins.

### **Notice of Member’s Right to Appeal a Surprise Bill**

When you receive services from an in-network Hospital or ambulatory surgical center, certain Providers may be out-of-network. In these cases, the most those Providers may bill you is your Plan’s applicable in-network cost-share. This applies to air ambulance services, Emergency Services, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These Providers can’t balance bill you and may not ask you to give up your protections not to be balance billed.

If you receive other services at these in-network facilities, out-of-network Providers can’t balance bill you, unless you give written consent and give up your protections.

Health care providers and facilities must provide patients with a plain-language consumer notice explaining that patient consent is required to receive care on an out-of-network basis before that provider can bill at the higher out-of-network rate.

## **COVERAGE DECISIONS**

### **Concurrent Care Decisions**

Any reduction or termination before the end of an approved period of time, length of stay or number of treatments is considered a denial of coverage. You will be notified in writing at a time sufficiently in advance of the reduction or termination in order to allow you or your authorized representative to appeal the concurrent care decision and obtain a determination on review before the coverage is reduced or terminated.

### **Coverage Decisions (Post-Service Claims)**

Health Alliance will make a coverage decision within 30 days of receipt of a claim for payment or reimbursement of healthcare services that have already been provided. If any services are denied, you or your authorized representative will be notified in writing.

If the Plan needs additional information to make a decision, Health Alliance will advise you or your authorized representative of the specific information needed within 30 days of receipt of the claim. You will have 45 days to provide the requested information. Health Alliance will make a decision within 15 days of receipt of the additional information or within 15 days after the end of the period given to provide the additional information, whichever is earlier.

The determination period may be extended one time for 15 days due to circumstances beyond the control of Health Alliance. You or your authorized representative will be notified in writing of the reason for the extension.

## **ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE OF COVERAGE**

The Health Insurance Marketplace determines eligibility and your Effective Date of coverage.

Individuals must meet the following requirements to be eligible for enrollment in the Plan:

### **Policyholder**

To be eligible to enroll as a Policyholder under this plan, you must submit an application to the Health Insurance Marketplace and meet the following requirements:

- You must be a citizen or national of the United States, or a non-citizen who is lawfully present in the United States.
- You must not be incarcerated.
- You must not be enrolled under another Health Alliance individual health insurance plan while covered under this Plan.
- You must not be eligible for Medicare or Medicaid.
- You must live in the plan's Service Area.

### **Dependent**

Your Dependent may be eligible to enroll in coverage under the Plan if he or she is not enrolled under another Health Alliance individual health insurance plan while covered under this Plan, is not eligible for Medicare or Medicaid and has one of the following relationships to you:

- Your Legal Spouse
- Your natural-born, legally adopted child or stepchild
- A child for whom you are the court-appointed legal guardian
- A child placed in foster care or placed for adoption with you or your Legal Spouse. "Placement" or "placed" means you assume and retain total or partial support of the child. If the child's placement terminates, upon termination the child will no longer be eligible for benefits under the Plan.



Examples of Dependents who are not eligible for coverage under the Plan include, but are not limited to grandchildren (unless you are the legal guardian), parents and other relatives.

A person is not an eligible Dependent if on active duty in the Armed Forces or National Guard of any country.

An eligible Dependent child must be (a) under the age of 26 regardless of student status, or (b) under the age of 30 if they are a veteran and an Illinois resident who served in the Armed Forces or National Guard of the United States and who has received a release or discharge other than a dishonorable discharge, or (c) as otherwise specified in this Policy. To be eligible for coverage, the Dependent, who is a veteran, may be required to submit a form to the Health Insurance Marketplace and/or Health Alliance, approved by the Illinois Department of Veterans' Affairs stating the date on which the Dependent was released from service.

Coverage of a Dependent child will terminate on the last day of the year in which the Dependent reaches the Limiting Age as stated in this Policy.

A Dependent child may continue coverage under the Plan if, upon reaching the Limiting Age, an apparent Disabled condition makes the Dependent incapable of self-sustaining employment, and if they are dependent on their parent or other care Providers for lifetime care and supervision. The Health Insurance Marketplace and/or Health Alliance may request documentary proof of the disability and dependency. Requests will be made no more often than annually from the date when Health Alliance was first notified of the child's disability and dependency.

### **Initial Enrollment**

If you meet the eligibility requirements stated in the "Policyholder" or "Dependent" subsections, you will be notified of the receipt of your enrollment application and the amount of premium due. Initial enrollment is completed upon receipt of the initial premium payment by Health Alliance.

If a Member is not eligible for coverage under the Plan and the information has been withheld or omitted, (which would constitute fraud or intentional misrepresentation of information), whether intentionally or not, and Providers have been reimbursed for services and supplies on behalf of the Member, any such Member, or responsible parent or guardian in the case of a minor, is required to reimburse Health Alliance for any and all sums paid on his or her behalf for healthcare services, along with any reasonable attorneys' fees and expenses incurred in collection of such sums.

Initial Enrollment is limited to the designated open enrollment period each year, unless you qualify for a Special Enrollment Period.

### **Open Enrollment**

There will be an Open Enrollment Period each year in which individuals may initially apply for an individual plan or switch individual plans for the next year. You will receive notification in advance of the Open Enrollment Period each year. Individuals may only apply or switch plans outside of this Open Enrollment Period each year when there is a qualifying event for a Special Enrollment Period.

### **Effective Date**

The Plan's Effective Date is shown on the SBC and will be automatically renewed from Plan Year to Plan Year, unless canceled or terminated at an earlier date by you, Health Alliance, the Health Insurance Marketplace or if you elect to switch plans during the Open Enrollment Period.

### **Special Enrollment Period**

Federal law, this Policy and the Individual Health Insurance Marketplace describe special enrollment provisions that establish a period of time in which you have the option to enroll in the Plan or switch your plan when you or your Dependents experience a qualifying event. Members may be required to provide verification of their qualifying event to the Health Insurance Marketplace and/or Health Alliance. In order to enroll in coverage retroactively under a special enrollment period, the premium due for all months of retroactive coverage must be paid in full as detailed in the "Payment of Initial Premiums" section.

You and your Dependents are eligible for a special enrollment period of 60 days when one of the following qualifying events occur:

- If you and/or your Dependents lose coverage due to loss of eligibility, which may include loss of coverage resulting from termination of employment, a reduction in the number of work hours, termination of employer contributions, being released from incarceration, or you receive a notice of the loss of minimum essential coverage, you and your eligible Dependents may enroll in the Plan. Your prior coverage must meet minimum essential coverage standards in order for the loss of coverage to be considered a qualifying event. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.
- If you and/or your eligible Dependents exhaust COBRA continuation or state continuation coverage or your employer's contribution or government subsidies paying for COBRA ends, you and your eligible Dependents losing coverage may enroll in the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after a loss of coverage to select a Plan. The Effective Date of coverage for you and your eligible Dependents added through this qualifying event is the first day of the month following the qualifying event if applying before this qualifying event, or you may choose the Effective Date of the 15<sup>th</sup> of the month in which the COBRA continuation or state continuation coverage ended. The Effective Date of coverage for you and your eligible Dependents added through this qualifying event is the first day of the second month following the qualifying event if applying after this qualifying event. You will have the option to elect coverage to begin on the first of the following month after the qualifying event or other Regular Effective Date.
- If you and/or your Dependents cease to live in the Service Area and there is no other affordable benefits plan option available under the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in Plan. You have 60 days before or 60 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.
- If you and/or your Dependents lose coverage due to loss of eligibility, which may include loss of coverage resulting from retiring or entitlement to Medicare, you and your eligible Dependents may enroll in the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.
- If you and/or your Dependents are enrolled in any non-calendar year group or individual Plan, even if you have the option to renew coverage and choose not to renew it, you may enroll yourself, your eligible Legal Spouse and your eligible Dependents in the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.
- If you and/or your Dependents are provided a qualifying small employer HRA and are enrolled in any non-calendar year group or individual Plan, even if you have the option to renew coverage and choose not to renew it, you may enroll yourself, your eligible Legal Spouse and your eligible Dependents in the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You

have 60 days before or 60 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.

- If you acquire, or become, a new Dependent through marriage or a Civil Union partnership and one Legal Spouse has also had qualifying coverage that met minimum essential coverage standards for one or more days in the 60 days preceding the marriage (or they must have lived in a foreign country or in a United States territory), you may enroll yourself, your new Legal Spouse, and eligible Dependents in the Plan. The Effective Date of coverage is the first day of the following month following the qualifying event.
- If you acquire a new Dependent through birth, foster care placement, adoption or placement of a child pending legal adoption, you may enroll yourself, your eligible Legal Spouse and your eligible Dependents in the Plan. You will have the option to elect coverage to begin on the date of the qualifying event, the first of the following month after the qualifying event or other Regular Effective Date. If enrollment is requested between the first and fifteenth day of the month, then the Effective Date is the first day of the following month after the requested enrollment. If enrollment is requested between the sixteenth and last day of the month, the Effective Date is the first day of the second following month after the requested enrollment.
- If you gain a Dependent through a court order, you may enroll yourself, your eligible Legal Spouse and any eligible Dependents in the Plan. You will have the option to elect coverage to begin on the date of the order, the first of the following month after the qualifying event or other Regular Effective Date. If enrollment is requested between the first and fifteenth day of the month, then the Effective Date is the first day of the following month after the requested enrollment. If enrollment is requested between the sixteenth and last day of the month, the Effective Date is the first day of the second following month after the requested enrollment.
- If you experience a loss of a Dependent or dependent status through divorce or legal separation, you may be eligible for a Special Enrollment. If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after this qualifying event to select a Plan. If the Plan is selected before the qualifying event, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after you are eligible, the Effective Date is the first day of the second following month following the qualifying event.
- If you experience a loss of a Dependent or dependent status through death, you may be eligible for a Special Enrollment. If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Effective Date is the first of the month following the qualifying event or other Regular Effective Date, at the request of the Member. If enrollment is requested between the first and fifteenth day of the month, then the Effective Date is the first day of the following month after the requested enrollment. If enrollment is requested between the sixteenth and last day of the month, the Effective Date is the first day of the second following month after the requested enrollment.
- If you and/or your Dependents are newly eligible for a Plan through the Health Insurance Marketplace. If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after you are eligible to select a Plan. If the Plan is selected before you are eligible, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after you are eligible, the Effective Date is the first day of the second following month following the qualifying event.
- If a qualified individual, who was not previously a citizen, national, or lawfully present individual gains such status. If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. If the qualifying event falls between the first and fifteenth day of the month, then the Effective Date is the first day of the following month following the qualifying

event. If the qualifying event falls between the sixteenth and last day of the month, the Effective Date is the first day of the second following month following the qualifying event.

- If you or your eligible Dependents enrollment or non-enrollment in a qualified health plan is unintentional, inadvertent or erroneous and is the result of the error, intentional misrepresentation or inaction of an officer, employee or agent of the Health Insurance Marketplace for Health and Human Services (HHS), or its instrumentalities, or non-Health Alliance Marketplace entity as evaluated and determined by the Health Insurance Marketplace. In such cases, the Health Insurance Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, intentional misrepresentation or inaction. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your eligible Dependents did not receive timely notice of a qualifying event, and were otherwise reasonably unaware that a qualifying event occurred, you and your eligible Dependents may enroll in a Plan. You have 60 days after you are made aware or reasonably should have known of the qualifying event to select a Plan. You will have the option to elect coverage to begin on the first of the following month after the qualifying event or other Regular Effective Date. If enrollment is requested between the first and fifteenth day of the month, then the Effective Date is the first day of the following month after the requested enrollment. If enrollment is requested between the sixteenth and last day of the month, the Effective Date is the first day of the second following month after the requested enrollment.
- If you or your eligible Dependents adequately demonstrate to the Health Insurance Marketplace that a qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relations to the Member. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your eligible Dependents become newly eligible or ineligible for advance payments of the premium tax credit, or change in eligibility for cost sharing reductions. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.
- If you and/or your eligible Dependents enrolled in an eligible employer-sponsored plan become newly eligible or ineligible for advance payments of the premium tax credit due to being ineligible for qualifying coverage in an employer-sponsored plan, including a plan that discontinues or changes available coverage within the next 60 days, if you are allowed to terminate coverage, you and your eligible Dependents may enroll the Plan. You have 60 days before or 60 days after this event to select a Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.
- If you and/or your Dependent gains access to new qualified health plans as a result of a permanent move and also had qualifying coverage that met minimum essential coverage standards for one or more days in the 60 days preceding the move (or they must have lived in a foreign country or in a United States territory). If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. You have 60 days before or 60 days after a move to select a Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.
- If you are an Indian as defined by the Indian Healthcare Improvement Act, you may enroll in a qualified health plan or change from one qualified health plan to another one time per month. The Health Insurance

Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.

- If you and/or your Dependents adequately demonstrate to the Health Insurance Marketplace that a material error related to plan benefits, service area, or premium influenced your decision to purchase a Plan through the Health Insurance Marketplace. If you are currently enrolled in a Plan and you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your eligible Dependents demonstrate to the Health Insurance Marketplace, in accordance with guidelines issue by Health and Human Services (HHS), that you meet other exceptional circumstances as the Health Insurance Marketplace may provide. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your eligible Dependents are a victim of domestic abuse or spousal abandonment, including a dependent or unmarried victim within a household, and are enrolled in minimum essential coverage and seek to enroll in coverage separate from the perpetrator of the abuse or abandonment. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.
- If you and/or your Dependents apply for coverage through the Health Insurance Marketplace, during an Open Enrollment period or due to a qualifying event, and you are assessed by the Health Insurance Marketplace as potentially eligible for Medicaid or CHIP but then are determined to be not eligible, by the state agency, outside of the Open Enrollment period or more than 60 days after qualifying event. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your Dependents apply for Medicaid or CHIP during an Open Enrollment period, and it is determined by the state agency that you are not eligible outside of the Open Enrollment period. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your Dependents demonstrate to the Health Insurance Marketplace, in accordance with guidelines issued by Health and Human Services (HHS), that you and/or Dependents are eligible for an insurance affordability program or Plan through the Health Insurance Marketplace following termination of enrollment due to a failure to verify such status. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.
- If you and/or your Dependents are under 100% of the federal poverty level and did not enroll in coverage while waiting for Health and Human Services (HHS) to verify citizenship, status as a national, or lawful presence. If you experience this qualifying event, you and your eligible Dependents may enroll in the Plan. The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace; the special enrollment period will not exceed 60 days.

The individual has 60 days from the date of the qualifying event to enroll or make additions or other changes to his or her Plan.

You and your Dependents are eligible for a special enrollment period of 90 days when one of the following qualifying event occurs.

- If you and/or your Dependents have a loss of eligibility or healthcare services for CHIP, Medicaid and/or low income pregnancy coverage, you and your eligible Dependents may enroll in the Plan. If you experience this qualifying event, you and your eligible Dependents may enroll in Plan. You have 90 days before or 90 days after a loss of coverage to select a Plan. If the Plan is selected before the loss, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the loss, the Effective Date is the first day of the second following month following the qualifying event.

The Health Insurance Marketplace will review and make final determination of your Plan Effective Date based on federal guidelines and the guidelines of the Health Insurance Marketplace.

There is no special enrollment opportunity allowable for an individual due to the failure to pay premiums on a timely basis, including COBRA premiums prior to expiration of COBRA coverage, or situations allowing for a rescission of coverage.

### **Court or Administrative Order**

If a parent who is enrolled in this Plan is required by a court or administrative order to provide healthcare coverage for his or her child, the Plan will:

- (1) Upon receipt of a copy of the order and application, permit the covered parent to enroll the child who is otherwise eligible for coverage under the Plan; or
- (2) Enroll the child in the Plan upon application of the child's other parent, the state agency administering the Medicaid program, or the state agency administering a program for enforcing child support and establishing paternity under federal law (or another child support enforcement program), if the parent is enrolled in the Plan but fails to apply for enrollment of the child as required by the order.

Enrollment of a Dependent in response to a court or administrative order must be made according to the specifications of the order, without regard for normal enrollment dates.

The Plan may not impose on a state agency that has been assigned the rights of a Member in the Plan who receives Medicaid benefits, requirements that are different from requirements applicable to an assignee of any other Member in the Plan.

The Plan may not disenroll or otherwise eliminate the coverage of the Dependent child unless the Plan is provided satisfactory written evidence of either of the following:

- (1) The court or administrative order is no longer in effect.
- (2) The child is or will be enrolled in a comparable healthcare plan obtained by the parent under such order and that enrollment is currently in effect or will take effect no later than the date coverage under the Plan is terminated.

Coverage under a court or administrative order is subject to the provisions of the Termination section of this Policy.

### **Newborns, Adopted Children, Children Placed for Adoption or Children Placed in Foster Care**

If you are the birth mother paying premiums for individual coverage (self only), your Newborn child is covered from the moment of birth only if you submit an application to the Health Insurance Marketplace and pay the applicable premium within 60 days of the birth. Coverage for the Newborn will include illness, Injury, congenital defects, birth abnormalities and premature birth. A Newborn of a Dependent child is not covered.

If you adopt a child, serve as a child's legal guardian or a child is placed for adoption with you or placed in foster care with you, coverage is subject to the submission of written documentation accompanied by a completed application with the Health Insurance Marketplace within 60 days from the date of the order or agreement. Examples of accepted written documentation includes, an interim court order or a final order of adoption, guardianship or placement for adoption or placed in foster care, signed by a judge.

Premiums for coverage of a Newborn, adopted child, child placed for adoption, or placed in foster care will be payable from the date of eligibility and must be paid within 60 days from the date your request for coverage is received.

## **OUT-OF-POCKET EXPENSES AND MAXIMUM BENEFITS**

### **Copayment, Coinsurance and Deductible**

All Copayment, Coinsurance and Deductible amounts are listed on the Description of Coverage and/or the SBC. Coinsurance for Non-Participating Providers is based on the Maximum Allowable Charge (MAC) for the service, not the billed charge. You are required to pay any charges in excess of the Maximum Allowable Charge (MAC) amount.

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

The Out-of-Pocket Maximum amount for an individual and family is specified on the Description of Coverage and/or the SBC. These are the maximum amounts you are required to pay in Copayments, Coinsurance and/or Deductibles for Basic Healthcare Services during the Benefit Year.

Any Copayment, Coinsurance and/or Deductible amount for Basic Healthcare Services exceeding the Out-of-Pocket Maximum will be waived for the remainder of the Benefit Year. If you believe that you have paid any Copayment, Coinsurance or Deductible amounts after you have reached your Out-of-Pocket Maximum, you may request a review of your claims. Requests for claim review must be submitted to Health Alliance prior to the end of the Benefit Year or as soon as reasonably possible. Health Alliance is not responsible for refund of overpayments, as payment is made to the Provider. Requests for refunds of payment should be made to your Provider.

Any Copayments, Coinsurance or Deductible amounts that are not applied to your Out-of-Pocket Maximum are specified on the Description of Coverage and/or the SBC. Payments for non-covered items or services and amounts over the Maximum Allowable Charge do not apply to your Out-of-Pocket Maximum.

Any Copayment, Coinsurance or Deductible amounts for non-Basic Healthcare Services that are not applied to your Out-of-Pocket Maximum are specified on the Description of Coverage and/or the SBC. Payments for non-covered items do not apply to your Out-of-Pocket Maximum.

### **Plan Year Maximum Benefit**

The Plan Year Maximum Benefit is the total benefit amount for an individual for specific non-Essential Health Benefits and is specified on the Description of Coverage and/or the SBC. This is the maximum amount the Plan will pay for the specified medical services during the Benefit Year.

## **PREMIUMS**

### **Payment of Initial Premiums**

When enrolling for coverage, you, or anyone paying on your behalf, must remit the specified binder payment, which consists of the first month's payment, no earlier than the Plan Effective Date or no later than 31 calendar days from the date the Health Alliance received your request to enroll. Health Alliance will also require the payment of any past due premium amounts in full prior to enrolling you in coverage.

In order to enroll in coverage retroactively under a special enrollment period, as detailed in the "Special Enrollment Period" section, the premium due for all months of retroactive coverage must be paid in full. If only one month of

coverage is paid, Health Alliance will enroll you in coverage proactively, as detailed in the “Special Enrollment Period” section.

### **Payment of Monthly Premiums**

You, or anyone paying on your behalf, must remit the specified premium to Health Alliance by the date due. You are entitled to the benefits under this Policy only if Health Alliance receives the full amount of the premium within the required time period.

### **Premium Rate Revision**

Premium rates are subject to change annually upon the Plan Year renewal date. Notice of a change in the annual premium rate will be provided to you not less than 31 days prior to the Effective Date of the change. Rates may also be subject to change during a Plan Year due to a change in age, number of eligible Dependents or geographic location. Any rate revision based on changes during the Plan Year will be effective the first of the next month after the change.

Health Alliance reserves the right to change the premium rate if state or federal laws require a change in benefits or other terms of coverage. Written notice will be provided to you not less than 31 days prior to the premium rate change.

Please contact Health Alliance at the number on the back of your Health Alliance Identification Card with any questions about your bill or to confirm any rate changes.

### **Premium Due Date**

The first monthly premium must be paid on or before the Effective Date of this Policy and the succeeding premiums must be paid on or before the due date, subject to the grace period and Special Enrollment Period provisions.

### **Grace Period**

If you or anyone paying on your behalf fails to pay the premium within 31 days after it becomes due, this Policy is automatically canceled and you will not be entitled to further benefits. For those receiving an Advanced Premium Tax Credit, the grace period is 3 months. During the grace period, if you receive any services, you will remain liable for the payment of the premium for the time that coverage was in effect, as well as for any Copayment. Coinsurance or Deductible owed because of services received during the grace period.

If payment is not received after the grace period and services have been rendered, then your Policy will terminate for non-payment of premium as of the end of the month of the grace period or with a 3-month grace period, the end of the first month of the grace period and claims may be pended. If payment is not received after the grace period and no services have been rendered, then your Policy will terminate for non-payment of premium as of the end of the month the of the grace period or with a 3 month grace period, the end of the first month of the grace period. HHS will be notified in the event of non-payment and Providers will be notified after 30 days of the possibility of denied claims.

### **Unpaid Premiums**

Any premium due and unpaid may be deducted from the payment of a claim under this Policy.

### **Reinstatement**

In the event the premium is not paid within the time granted, including any grace period, and coverage is terminated, reinstatement of coverage under this Policy is subject to approval from the Health Insurance Marketplace and is subject to the Enrollment Periods described in this Policy. Health Alliance requires all past due premium amounts to be paid in full prior to reinstatement of coverage.



## WHAT IS COVERED

The following healthcare services covered under this Policy are subject to the Copayments, Coinsurance, Deductibles and Plan Year Maximum benefits specified on the Description of Coverage and/or the Summary of Benefits and Coverage (SBC).

Expenses for healthcare services are covered only if the services are Medically Necessary for the treatment, maintenance or improvement of your health. Some healthcare services are subject to Prior Authorization by Health Alliance and a determination that criteria have been met. Those services are noted under the “Prior Authorization” section of this Policy. Health Alliance maintains a list of services that require Prior Authorization for Medical Necessity. Prior Authorization can be initiated by calling Health Alliance at the number on the back of your Health Alliance Identification Card.

Medical policies have been developed as a guide for determining Medical Necessity. These medical policies provide the criteria to be met before coverage is provided for some healthcare services covered under this Policy. To view these policies, go to [HealthAlliance.org/Medical-Policies](https://HealthAlliance.org/Medical-Policies), or you can request a paper copy of a medical Policy by contacting Health Alliance at the number on the back of your Health Alliance Identification Card.

If you are unsure whether a diagnostic test or treatment will be covered, call Health Alliance at the number listed on the back of your Health Alliance Identification Card to verify coverage and Prior Authorization requirements prior to receiving services.

### **A1C Testing**

A1C testing recommend by a healthcare Provider for the diagnosis of prediabetes, type 1 diabetes, and type 2 diabetes is covered.

### **Abortion**

Services, drugs or supplies related to abortions are covered.

### **Acupuncture**

Acupuncture treatment for the diagnosis of low back pain, neck pain and headaches is covered. Acupuncture visit limitations are subject to the limitations listed on the Description of Coverage and/or the SBC.

### **Additional Surgical Opinion**

A consultation with a board certified surgeon is covered after you receive a recommendation for surgery. If a second opinion does not confirm the primary surgeon’s opinion, a third opinion is covered.

### **Allergy Testing and Treatment**

Allergy testing and treatment is covered when determined to be Medically Necessary.

### **Ambulance**

- **Air Transportation** – Emergency transportation by air ambulance is covered for an Emergency Medical Condition when Medically Necessary. Air ambulance services are not covered when you could be safely transported by ground ambulance, by means other than by ambulance or the stable patients distance up to twelve (12) hours.
- **Ground Transportation** – Emergency transportation by ground ambulance is covered for an Emergency Medical Condition when Medically Necessary.

### **Amino Acid-Based Elemental Formulas**

Amino acid-based elemental formulas, regardless of how they are delivered, for the diagnosis and treatment of eosinophilic disorders and short bowel syndrome is covered when prescribed by a Physician as Medically Necessary.

### **Autism Spectrum Disorders**

The Medically Necessary diagnosis and treatment of Autism Spectrum Disorders for Members under the age of 21 are covered. “Autism Spectrum Disorders” means pervasive developmental disorders as defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association, including Autism, Asperger’s disorder and pervasive developmental disorder.

Treatment includes Medically Necessary direct, consultative or diagnostic psychiatric care, direct or consultative psychological care, habilitative or rehabilitative care and therapeutic care.

- Habilitative or rehabilitative care includes counseling and treatment programs intended to develop, maintain and restore the functioning of a Member under the age of 21 who has been diagnosed with Autism Spectrum Disorder.
- Therapeutic care for Autism Spectrum Disorders includes behavioral, speech, occupational, and physical therapies addressing self-care and feeding, pragmatic, receptive, and expressive language, cognitive functioning, applied behavioral analysis, intervention and modification, motor planning and sensory processing.

Services must be provided by either a Physician, a licensed clinical psychologist with expertise in diagnosing Autism Spectrum Disorders or a certified, registered or licensed healthcare professional with expertise in treating effects of Autism Spectrum Disorders when the care is determined to be Medically Necessary and ordered by a Physician. Medically Necessary early intervention services must be delivered by a certified early intervention specialist.

Outpatient Rehabilitation and Habilitative Services Plan Year Benefit limits do not apply to the Autism Spectrum Disorders benefit.

### **Bariatric Surgery for Severe Obesity**

Bariatric surgery for severe obesity is covered for procedures, based on Medical Necessity that have significant published experience on long-term results for the treatment of severe obesity for patients who meet Medical Necessity criteria and who have documented failure of Physician-supervised, non-surgical weight loss consisting of dietary therapy, appropriate exercise, behavior modification and psychological support. The Physician must have documented the Member’s demonstrated knowledge and compliance with lifelong diet, exercise and behavioral changes necessary for successful maintenance of weight loss surgery.

Subsequent related surgery is covered when Medically Necessary to treat complications from a covered surgery. Subsequent surgery because of failure to achieve or maintain long-term weight loss may not be covered.

### **Biomarker Testing**

Biomarker testing is covered when conducted in an efficient manner to provide the most accurate range of results. Biomarker testing must be covered for the purposes of diagnosis, treatment, appropriate management, or ongoing monitoring of a Member’s disease or condition when the test is Medically Necessary, including but not limited to:

- Labeled indications for an FDA-approved test or indicated tests for an FDA-approved drug,
- Federal Centers for Medicare & Medicaid Services National Coverage Determinations,
- Nationally recognized clinical practice guidelines,
- Consensus statements,
- Professional society recommendations,
- Peer-reviewed literature, biomedical compendia, and other medical literature that meet the criteria of the National Institutes of Health’s National Library of Medicine for indexing in Index Medicus, Excerpta Medicus, Medline, and MEDLARS database of Health Services Technology Assessment Research; and 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.

### **Blood**

Blood, blood products and blood transfusions are covered when determined to be Medically Necessary. Costs related to the administration and procurement of blood and blood components are also covered, including the processing and storage of blood you donate for yourself.

### **CAR-T Therapy**

Medically Necessary chimeric antigen receptor (CAR) T-cell immunotherapy is covered for Members at Preferred facilities.

### **Cardiac Rehabilitation Services**

Cardiac Rehabilitation is covered. Cardiac Rehabilitation services are covered at the other covered services benefit as listed on your Description of Coverage and/or the SBC.

### **Chemotherapy and Radiation**

Chemotherapy and radiation services are covered when determined to be Medically Necessary.

### **Chiropractic Services**

Chiropractic Services are those within the scope of chiropractic care that are supportive or necessary to help Members achieve the physical state enjoyed before an Injury or illness, are generally furnished for the diagnosis and/or treatment of a neuromusculoskeletal condition associated with an Injury or illness, and that are determined by Health Alliance Medical Plans to be Medically Necessary. An initial office visit will be covered to establish a plan of care. Any additional charges billed by a Chiropractor (D.C.), including but not limited to office visits, will be subject to the appropriate Deductible, Copayment and/or Coinsurance as listed on your Description of Coverage and/or the SBC.

Chiropractic Services are subject to coverage limitations specified on the Description of Coverage and/or the SBC. Spinal manipulations may be provided by a Doctor of Osteopathy (D.O.), a Chiropractor (D.C.) or other Provider who can provide this service within the scope of their state license. Any services or treatment not outlined in this section are not covered under the Chiropractic Services benefit.

### **Clinical Trials**

During an Approved Clinical Trial, Health Alliance covers routine patient costs for standard of care items and services typically provided absent a clinical trial. Costs for investigational item(s) in the clinical trial, such as an investigational drug, procedure, device, and/or service, is not covered as the item(s) are being investigated and are not standard of care at the time of the trial. Costs paid for, or items and services provided free of charge, by the Approved Clinical Trial Providers or research sponsors are also not covered. Each covered service is subject to the Deductibles, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

For coverage of a phase I, phase II, phase III or phase IV clinical trial, the trial must be:

- Medically Necessary;
- Approved by one of the following agencies: the National Institutes of Health, the Centers for Medicare and Medicaid Services, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the U.S. Department of Defense, the U.S. Department of Veterans Affairs or the U.S. Department of Energy; and/or
- The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration (FDA); or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application as well as be Prior Authorized by Health Alliance.

## **Comprehensive Cancer Testing**

Medically Necessary comprehensive cancer testing is covered.

## **Contraceptive Drugs, Devices and Services**

FDA-approved prescription Contraceptive devices, injections, procedures and services, including Natural Family Planning, are covered.

Prescription Contraceptive services as specified in this section that are prescribed or recommended to treat medical conditions with a medical diagnosis and are not used for Contraceptive purposes or for unintended pregnancy for females are not considered wellness and are subject to the medical Deductible, Copayment or Coinsurance as specified on Description of Coverage and/or the SBC.

Devices and the medical fitting, insertion and/or removal of devices for Contraceptive purposes only are covered under the wellness benefit. This includes but is not limited to IUDs, diaphragms, cervical caps or Implanon<sup>®</sup>. Additional charges with a medical diagnosis are subject to the appropriate Copayment, Coinsurance and/or Deductible as specified on the Description of Coverage and/or the SBC.

Injectables and the injection intended for female Contraceptive purposes only are covered under the wellness benefit. This includes but is not limited to DepoProvera<sup>®</sup>. Additional charges with a medical diagnosis are subject to the appropriate Copayment, Coinsurance and/or Deductible as specified on the Description of Coverage and/or the SBC.

Elective Sterilization procedures, such as tubal ligations and vasectomies, intended for Contraceptive purposes are covered under the wellness benefit.

All sterilization procedures that have a medical diagnosis or are for non-Contraceptive purposes are subject to the appropriate Deductible, Copayment or Coinsurance as specified on the Description of Coverage and/or the SBC; see “Sterilization Procedures” under “What is Covered.”

## **Dental Services**

Charges incurred and anesthetics provided in conjunction with Dental work that is provided in a Hospital or ambulatory surgical treatment center will be covered for children ages six and under, individuals with a medical condition that requires hospitalization or general anesthesia for Dental care or individuals who have Autism or are Disabled; see “Oral Surgery” in this section for other covered services.

Delta Dental administers this Policy’s pediatric dental benefits, claims payment and dental Provider network access. Upon request, Health Alliance and/or Delta Dental will provide to the Policyholders any usual and customary fees, how the fees are determined and the frequency with which the fees are evaluated.

This Policy provides essential coverage for dental services for Members under the age of 19. This section describes what services are covered as well as limitations. Each covered service is subject to the Deductibles, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

## **Preventive Pediatric Dental Services**

The following services or treatments are considered **preventive services and are only covered for Members under the age of 19**.

- **Dental sealants** are covered and are limited one sealant per tooth in a three-year period.
- **Diagnostic services**—X-rays are covered and include the following: complete or full mouth X-rays limited to one set every 36 months. Bitewing films limited to one set per Benefit Year.
- **Diagnostic Services**—Evaluations and examinations are covered. Initial or periodic oral examinations and evaluations are covered. Oral examinations and evaluations are limited to one per Benefit Year. Caries susceptibility testing is also covered.

- **Prophylaxis and fluoride treatments** are covered. Prophylaxis/cleanings are limited to two times per Benefit Year. Fluoride treatments are limited to one time per Benefit Year.
- **Space maintainers** are covered. Fixed or removable space maintainers are covered. The re-cementation and removal of a fixed maintainer is also covered.

### Minor Restorative Pediatric Dental Services

The following services or treatments are considered **minor restorative services and are only covered for Members under the age of 19**.

- **Restorative services (Fillings) are covered as follows:** Multiple restorations on one surface will be considered one restoration. This includes: amalgam restorations (primary or permanent) and synthetic restorations using either silicate cement, acrylic, plastic or composite resin; crowns using acrylic, plastic or stainless steel; pins and pin retention exclusive of restorative material; and/or recementation with inlay, onlay, crown or bridge.
- **Endodontic services** are covered as follows: pulp capping (excluding final restoration), pulpotomies—therapeutic and partial (excluding final restoration) and pulpal therapy and pulpal regeneration.
- **Periodontic services** are covered as follows: Periodontal scaling and root planning—four or more teeth per quadrant is limited to once per quadrant every 24 months; one to three teeth per quadrant is limited to once per site every 24 months. Also covered is the localized delivery of antimicrobial agents and periodontal maintenance following active periodontal therapy (limited to twice per Benefit Year). Also covered is gingivectomy or gingivoplasty (limited to once in a 24-month period); Osseous surgery (limited to once in a 36-month period); pedicle, free and subepithelial tissue graft procedures; full mouth debridement.
- **Oral Surgery** is covered as follows: Extractions, which include extraction of one or more teeth; surgical removal of erupted or impacted teeth, involving tissue flap and bone removal of teeth. Also covered are alveoloplasty procedures, incision and drainage of abscess, and removal of exostosis.

### Major Pediatric Dental Services

The following services or treatments are considered **major services and are only covered for Members under the age of 19**.

- **Restorative services** are covered as follows: Cast restorations and crowns are covered only when needed because of decay or Injury, and only when the tooth cannot be restored with a routine filling material. Restorations can include any of the following: inlays; onlays, in addition to inlay allowance; crowns and posts made of acrylic with metal, porcelain, porcelain with metal full cast metal (other than stainless steel); 3/4 cast metal (other than stainless steel); cast post and core, in addition to crown (not a thimble coping); steel post and composite or amalgam core, in addition to a crown; cast dowel pin (one-piece cast with crown attachment, including pontics; and simple stress breakers, per unit. Crowns are only covered on posterior teeth.
- **Root Canal Therapy** is covered as follows: root canals (excluding final restoration services) are covered. Retreatment of previous root canal therapy, apexification/recalcification visits, Apicoectomy/periradicular surgery, root amputation and Hemisection (not included in any root therapy is covered).
- **Periodontic services** are covered as follows: Gingivectomy or gingivoplasty (limited to once in a 24-month period); Osseous surgery (limited to once in a 36-month period); pedicle, free and subepithelial tissue graft procedures; full mouth debridement (limited to once per lifetime).
- **Dentures** are covered as follows: Dentures including all adjustments done by the dentist furnishing the denture in the first six months after installation. The following is a list covered under this Plan: full dentures, upper and lower; partial dentures—includes base, all clasps, rests and teeth; repairs of dentures. Rebased and relining of dentures is not covered within the first six months of placement and is limited to once in a 24-month period. Tissue conditioning is also covered.
- **Implants** are covered as follows: If determined to be a Medical Necessity. If Prior Authorization is approved, coverage is includes the implant/abutment procedure.
- **Crowns and Pontics** are covered as follows: On posterior teeth only.

### **Orthodontic Pediatric Dental Services**

The following services or treatments are considered **orthodontic services and are only covered for Members under the age of 19**.

- Orthodontic treatment is only covered when determined to be Medically Necessary. Approved orthodontia already in progress will cease to be covered once the Member turns 19.

### **Diabetic Equipment and Supplies**

Blood glucose monitors, cartridges, insulin infusion devices, lancets and lancing devices are covered subject to the durable medical equipment Deductible, Coinsurance or Copayment amount specified on the Description of Coverage and/or the SBC. The diabetic equipment listed in this subsection must be obtained from a Participating Provider, and determined to be Medically Necessary. Diabetic equipment not listed in this subsection is covered when Medically Necessary.

### **Diabetic Self-Management Training and Education**

Outpatient self-management training and education, including but not limited to nutritional training, for the treatment of all types of diabetes and gestational diabetes mellitus are covered when Medically Necessary and provided by a qualified Provider.

### **Diagnostic Testing**

Diagnostic testing, including but not limited to X-ray examinations, genetic tests, laboratory tests and pathology services are covered when ordered by a Physician and Medically Necessary.

### **Dressings and Supplies**

Dressings, splints, casts and related supplies are covered when Medically Necessary and when administered by a Physician or by a nurse or other healthcare professional under the direction of a Physician.

### **Durable Medical Equipment and Orthopedic Appliances, and Devices**

Corrective and orthopedic appliances (such as leg braces and knee sleeves) and durable medical equipment (such as wheelchairs, cardiopulmonary monitors, surgical beds, insulin pumps and oxygen equipment) are covered when Medically Necessary due to an Injury, illness or medical condition. Items and supplies provided under this subsection must be prescribed by a Provider.

Based on Medical Necessity, regardless of the age of the Member, the equipment is made available through rental or purchase agreements. A maximum benefit limit may apply. Costs associated with the repairs and replacements of covered equipment are covered if the equipment has been properly maintained. Ostomy supplies are covered, but other disposable supplies are not covered.

To be consistent with changes in medical technology, Health Alliance maintains a list of covered and non-covered items and the maximum payable amount under this benefit. Coverage can be verified by calling Health Alliance at the number listed on the back of your Health Alliance Identification Card.

### **Emergency Services**

Emergency Services received for an Emergency Medical Condition are covered. In an emergency, seek immediate care or call 911 if it is available in your area. Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson could reasonably expect the absence of medical attention to result in placing the health of the Member in serious jeopardy (or, with respect to a pregnant woman, the health of the woman or her unborn child), serious impairment to bodily functions or serious dysfunction of any bodily organ or part.

Care required to treat and stabilize an Emergency Medical Condition when received from a Non-Participating Provider will be covered at no greater expense to you than if the service had been provided by a Participating

Provider. Emergency Services are subject to the Participating (In-Network) Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

The Emergency Services Deductible, Copayment or Coinsurance is waived if you are admitted to a Hospital when your Plan requires an inpatient Hospital Deductible, Copayment or Coinsurance. Elective care or care required as a result of circumstances that could reasonably have been foreseen prior to leaving your Service Area is not covered. Unexpected hospitalization due to complications from pregnancy is covered.

Health Alliance will cover Post-Stabilization Medical Services, after an emergency medical treatment, if the services are Medically Necessary.

### **End-Stage Renal Treatment**

Treatment and services for end-stage renal disease are covered in both Outpatient and inpatient settings as defined in this Policy. Each covered service is subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

### **Erectile Dysfunction**

Treatment is covered for Members with documented erectile dysfunction without a correctable cause.

Medications will be excluded from coverage unless they meet one of the following requirements:

- (1) Medication is required by a state regulation
- (2) Medication is used to treat a medical condition not related to lifestyle enhancement or performance

All services and prescription drugs are subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

### **Fertility Preservation Services**

Health Alliance covers standard Fertility Preservation Services for Members when a Medically Necessary treatment may directly or indirectly result in impairment of fertility by surgery, radiation, chemotherapy or other medical treatment affecting the reproductive organs or processes.

### **Fibrocystic Breast Condition Services**

Treatment and services for fibrocystic breast conditions are covered as defined in this Policy. Each covered service is subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

### **Gender Affirmation Treatment**

Gender affirmation treatment is covered when Medically Necessary.

### **Genetic Testing**

Genetic testing and molecular diagnostic testing is covered when determined to be Medically Necessary. Testing that is determined to be experimental or investigational is not covered; see “Experimental Treatments/Procedures/Drugs/Devices/Transplants” under “What is Not Covered.”

### **Habilitative Services**

Medically Necessary habilitative services are covered for Members who have been diagnosed with a congenital, genetic or early-acquired disorder by a Physician licensed to practice medicine in all its branches.

- Habilitative services include occupational therapy, physical therapy, speech therapy, and other services prescribed by the treating Physician pursuant to a treatment plan to enhance the individual’s ability to function.

- Congenital, genetic and early acquired disorders include hereditary disorders, Autism or an Autism Spectrum Disorder, cerebral palsy or disorders resulting from illness or Injury that occurred prior to a child's developing functional life skills, such as walking, speaking or self-care skills.

Treatment must be Medically Necessary and therapeutic. Treatment shall be administered by licensed Providers (speech-language pathologist, audiologist, occupational therapist, physical therapist, Physician, nurse, optometrist, nutritionist, social worker or psychologist) under the direction of the treating Physician. Treatment will not be denied solely based on the location of services rendered.

Treatments that are experimental or investigational are not covered. Services that are solely educational in nature or reimbursed under state or federal law are not covered. Treatment of Mental Health Care or other mandated benefits are not included under this benefit.

### **Hearing Aids and Instruments**

Hearing aids are covered for Members under age 18 when Medically Necessary. Health Alliance will cover two hearing aids, once every two years. Cochlear implants and bone-anchored hearing aids are covered for Members.

In addition to the Essential Health Benefit listed above, your Policy covers additional hearing aid coverage for Members ages 18 and older with the limitations outlined below, when a hearing care professional prescribes a hearing instrument to augment communication subject to the following terms and conditions:

- Hearing instrument for each ear, as needed
- Related services including: Those services necessary to assess, select, and adjust or fit the hearing instrument to ensure optimal performance, including but not limited to:
  - Audiological exams
  - Replacement earmolds
  - Repairs to the hearing instrument
- Health Alliance will cover two hearing instruments, as needed, as well as related services, with a maximum for the hearing instrument and related services being no more than \$2,500 per hearing instrument every 24 months. If you select a hearing instrument that costs more than the amount covered by your plan, any uncovered cost is at your own expense.

Deductibles, Copayments, Coinsurance and benefit maximum are specified on the Description of Coverage and/or the SBC. Copayments or Coinsurance for hearing instruments are specified in the Durable Medical Equipment section on the Description of Coverage and/or the SBC.

### **Hearing Evaluations**

Hearing evaluations performed by licensed Providers are covered. Hearing aids, their fittings or testing for the purpose of using a hearing aid are not covered, unless otherwise specified in this Policy. Cochlear implants are covered when determined to be Medically Necessary.

### **Home Health Services**

Intermittent Skilled Nursing and skilled therapeutic home services are covered when you are homebound and services are given under the direction of and approved by a Physician.

Private Duty Nursing Service is covered under home health services when determined Medically Necessary and provided by a licensed or registered nurse who is not a resident of your household or an immediate family member. Private Duty Nursing is not meant to provide for long-term supportive care. All Copayment, Coinsurance and Deductible amounts for Home Health Service are specified on the Description of Coverage and/or the SBC.

### **Home Infusion Services**

Home infusion services, including medication and supplies, are covered when Medically Necessary and given under the direction of a Physician.



## **Hospice Care**

Hospice care program charges are covered when ordered by your Physician. For purposes of this subsection, hospice care program benefits include, but are not limited to:

- Coordinated home care;
- Medical supplies and dressings;
- Medication;
- Nursing services – skilled and non-skilled;
- Occupational therapy;
- Pain management services;
- Physical therapy;
- Physician visits;
- Social and spiritual services; and/or
- Respite care services.

Hospice refers to a program that meets the following requirements:

- It must be licensed by the laws of the jurisdiction where it is located and must be operated as a Hospice as defined by those laws.
- It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect of cure for their illness and, as estimated by a Physician, are expected to live less than six months as a result of that illness.
- It must be administered by a Hospital, home health agency or other licensed facility.

## **Hospital Care**

Hospital services are covered for an unlimited number of days when Hospitalization is ordered by a Physician. Coverage is limited to a semi-private (two-bed) accommodation, unless a medical or behavioral health condition warrants otherwise. A private room would be covered (at no greater cost than a semi-private room to the Member) if it is the only room available. Hospital admissions, including mental health and Substance Use Disorder, require notification to Health Alliance within 24 hours of admission.

Coverage is provided for inpatient hospitalization following a mastectomy for a length of time determined by the attending Physician to be Medically Necessary and in accordance with protocols and guidelines based on sound scientific evidence and evaluation of the patient; and for a post-discharge Physician office visit or in-home nurse visit within 48 hours after discharge.

If you are hospitalized prior to your Effective Date, coverage begins on your Effective Date. Expenses incurred prior to your Effective Date are not covered under this Plan.

## **Human Breast Milk**

Donated pasteurized human breast milk is covered for qualifying children, Newborn to age 12 months, when Medically Necessary

## **Human Organ Donor**

If a Member is the recipient of the living human organ donation, coverage at a Health Alliance approved facility is provided for the donor beginning with the evaluation and ending one year after surgical removal of the organ even if the donor is not a Member. Coverage includes complications related to the surgical removal of the donated organ. Donor charges are applied to the recipient's benefits.

If the recipient of the living human organ donation is not a Member, and you (the Member) are the living organ donor and you have no coverage from any other source, then benefits will be provided to you under this Policy. This includes any complications related to the surgical removal of the donated organ.

If both the recipient of the living human organ donation and the living organ donor are Members with Health Alliance Policies, the recipient's Policy would cover the living organ donor's expenses, beginning with the evaluation and ending one year after surgical removal of the organ. Coverage includes complications related to the surgical removal of the donated organ.

### **Human Organ Transplant**

Human organ benefits for organ or tissue transplants and procedures, including "bone marrow transplants" and similar procedures, are covered with Participating Providers only. Organ donor treatment or services for a Member who serves as an organ donor are covered with Participating Providers only. See the "Human Organ Donor" and "Human Organ Transplant" sections in the HMO portion of this Policy.

Coverage includes, but is not limited to:

- Inpatient and Outpatient Medically Necessary services related to the transplant Surgery.
- The evaluation, preparation and delivery of the donor organ.
- The removal of the organ from the donor.
  - Organ and tissue procurement is covered. Organ and tissue procurement consists of removing, preparing, preserving and transporting the donated organ or tissue.
- The transportation of the donor organ to the location of the transplant Surgery.
  - The Plan covers transportation, lodging and meals for the transplant recipient and a companion for travel to and from the Health Alliance designated transplant center. If the patient is a minor, transportation and reasonable and necessary lodging and meal costs for two persons who travel with the minor are included. Expenses for meals and lodging are reimbursed at the per diem rates established by the Internal Revenue Service.

### **Infertility Services**

Infertility services for the diagnosis and treatment of Infertility are covered subject to the following terms, conditions and limitations. Infertility services are covered when the Member meets all Health Alliance criteria for coverage. Prescribed and approved services must be provided by a provider under contract with, or otherwise approved by Health Alliance to be covered at the in-network cost share. Any services not covered are described in the "What is Not Covered" section of this Policy. The following Infertility services are covered:

- Infertility evaluation by a Physician or Mid-Level Provider.
- Office visits related to the initial evaluation or follow-up appointments.
- Lab and X-ray, Huhner test (postcoital test), hysterosalpingogram, laparoscopy, hysteroscopy, ultrasounds, sperm antibody test, artificial insemination, semen analysis, acrosome reaction test, urological evaluation, and testicular biopsy.
- In Vitro Fertilization, Uterine Embryo Lavage, Embryo Transfer, Gamete Intrafallopian Tube Transfer, Zygote Intrafallopian Tube Transfer and Low Tubal Ovum Transfer.
- Assisted Reproductive Technologies (ART), meaning the treatments and/or procedures in which the human Oocytes and/or sperm are retrieved and the human Oocytes and/or Embryos are manipulated in the laboratory. ART coverage includes prescription drug therapy used during the cycle in which Oocyte Retrieval is performed.
- Outpatient prescription drugs and Specialty Pharmacy Drugs for the treatment of Infertility as outlined in this Policy.
- Infertility services after reversal of sterilization are covered if there is a successful reversal of sterilization and if the Member's diagnosis meets the definition of Infertility.
- Costs for Infertility Services provided to surrogate uterine carriers until surrogate is discharged to regular obstetrical care.
- Costs for Infertility Services to obtain sperm or eggs from a Member or a third party.
- Donor Embryos.

#### Benefit Limitation/Oocyte Retrieval Limitation:

- For treatments that include Oocyte Retrievals, coverage for such treatments will be provided only if the Member has been unable to attain a viable pregnancy, maintain a viable pregnancy or sustain a successful pregnancy through reasonable, less costly medically appropriate Infertility treatments. This requirement shall be waived in the event that the Member or partner has a medical condition that renders such treatment useless.
- The completed Oocyte Retrievals that shall be eligible for coverage is four per Plan Year.
  - Except if a live birth follows a completed Oocyte Retrieval, then coverage shall be required for a maximum of two additional completed Oocyte Retrievals.
- Following the final completed Oocyte Retrieval for which coverage is available, coverage for one subsequent procedure used to transfer the Oocytes or sperm to the covered recipient shall be provided.
- The maximum number of completed Oocyte Retrievals that shall be eligible for coverage is six per Plan Year.

#### Donor Expenses:

- The medical expenses of an Oocyte or sperm donor for procedures utilized to retrieve Oocytes or sperm, and the subsequent procedure used to transfer the Oocytes or sperm to the covered recipient will be covered. Associated donor medical expenses, including but not limited to physical examination, laboratory screening, psychological screening and prescription drugs, will also be covered if established as prerequisites to donation by the insurer.
- Coverage for a known donor is provided. In the event the Member does not have arrangements with a known donor, the use of a contracted facility is required. If the Member uses a known donor, use of contracted Providers by the donor for all medical treatment, including but not limited to testing, prescription drug therapy and ART procedures, is required.
- If an Oocyte donor is used, then the completed Oocyte Retrieval performed on the donor will count against the Member as one completed Oocyte Retrieval.

#### **Mandibular and Maxillary Osteotomy**

A mandibular or maxillary osteotomy is covered.

#### **Maternity Care**

Services rendered by the attending obstetrician or family practitioner during the course of a pregnancy are covered subject to the Routine Prenatal Care Deductible, Copayment or Coinsurance specified on the Description of Coverage and/or the SBC. Medical care, consultation or services rendered by a specialty care Provider, or a Provider other than the attending Physician during the course of the pregnancy are not considered routine prenatal care and are subject to additional applicable specialty care office visit Copayments, Coinsurance or Deductible as specified on the Description of Coverage and/or the SBC.

Prenatal HIV testing is covered.

A minimum of 48 hours of inpatient care following a vaginal delivery and a minimum of 96 hours of inpatient care following a delivery by cesarean section are covered for the Member and the Newborn. Newborn charges are applied to the eligible covered mother's inpatient benefit for the first 48 hours following a vaginal delivery or 96 hours following a delivery by cesarean section. Coverage for the Newborn would begin at birth following enrollment requirements as specified in the "Newborns, Adopted Children, Children Placed for Adoption or Children Placed in Foster Care" section of this Policy. Your Primary Care Physician, Women's Principal Healthcare Provider or attending Physician may determine after consultation with you that a shorter length of stay is appropriate. This determination must be made in accordance with the protocols and guidelines developed by the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics. Upon evaluation and the recommendation of your Provider, a post-discharge Provider office visit or in-home nurse visit to verify the condition of the infant in the first 48 hours after discharge is also covered.

Coverage for the properly enrolled Newborn, not covered under the eligible covered mother's inpatient benefits, is provided subject to the Newborn Copayment, Coinsurance and Deductible amount specified on the Description of Coverage and/or the SBC.

Lactation counseling and/or support and the rental or purchase of a breast pump is covered during pregnancy and through the postpartum period under the Plan's wellness benefit.

Clinically appropriate case management programs for high-risk pregnancies and all pregnant and postpartum individuals who have access to mental health and substance use benefits are covered.

Benefits for Maternity services are available to the same extent as benefits provided for other services.

### **Medical Social Services**

Medical social services, including Hospital discharge planning and assistance in accessing community service agencies and other related services, are covered when you are coping with a medical condition.

### **Specialty Medical Drugs**

Specialty Medical Drugs are defined as any prescription drugs, regardless of dosage form, which require at least one of the following in order to provide optimal patient outcomes, and are identified as a Specialty Medical Drug on the Health Alliance Drug Formulary:

- (1) Specialized procurement handling, distribution or is administered in a specialized fashion;
- (2) Complex benefit review to determine coverage;
- (3) Complex medical management; or
- (4) FDA-mandated or evidence-based medical guideline determined comprehensive patient and/or Physician education.

Examples of Specialty Medical Drugs include, but are not limited to, fertility drugs, biological specialty drugs, growth hormones, and cancer specialty drugs. For a complete listing of specialty drugs, you can view the prescription Drug Formulary at [HealthAlliance.org/Pharmacy](http://HealthAlliance.org/Pharmacy).

Cancer specialty drugs, whether oral and intravenous or injected medications, are covered at the same financial requirement regardless of the location they are administered at.

Specialty Medical Drugs are covered under this Policy subject to a prior written order by your Physician and Prior Authorization by Health Alliance. Specialty Medical Drugs are those Specialty Medical Drugs received in the Physician's office and/or are administered by a healthcare professional in an office or other healthcare setting. Coverage for Specialty Medical Drugs is subject to the Deductibles, Copayments or Coinsurance specified on the Description of Coverage and/or the SBC.

To be consistent with changes in medical technology, Health Alliance will maintain a list of covered Specialty Medical Drugs and the medical conditions for which they are approved for coverage. Coverage can be verified by calling Health Alliance at the phone number on the back of your Health Alliance Identification Card or at [HealthAlliance.org](http://HealthAlliance.org).

### **Mental Health Care**

Mental Health Care services for Medically Necessary treatment and/or crisis intervention are covered, as specified on the Description of Coverage and/or the SBC. Inpatient hospitalization and residential care are subject to Inpatient mental health Deductibles, Copayments or Coinsurance as specified on the Description of Coverage and/or the SBC. Inpatient mental health services require notification to Health Alliance within 24 hours of admission except in emergency situations.

Outpatient Mental Health Care visits including group Outpatient visits are subject to any Outpatient mental health Deductibles, Copayments or Coinsurance as specified on the Description of Coverage and/or the SBC. Coverage also includes electroconvulsive therapy.

Clinically appropriate case management programs for high-risk pregnancies and all pregnant and postpartum individuals who have access to mental health and substance use benefits are covered.

Care in a day Hospital program or partial or intensive Outpatient program are subject to Deductibles, Copayments or Coinsurance as specified in the “Other Covered Services” section of the Description of Coverage and/or the SBC.

The services may be provided by a Physician, a registered clinical psychologist, or by an ancillary mental health professional under the supervision of a Physician or registered clinical psychologist.

Services not covered include care provided by a non-licensed mental health professional, services with a diagnosis of marriage or family therapy, social counseling unrelated to mental health conditions and any treatment not considered Medically Necessary.

### **Office Visits**

Office visit charges are covered when performed by your Primary Care Physician, treating specialist or a Healthcare Professional. For purposes of this subsection, office visit benefits include, but are not limited to:

- In person visits at your provider’s office
- Virtual check-ins (by phone or video chat) with your provider for 5-10 minutes if:
  - You’re not a new patient and
  - The check-in isn’t related to an office visit in the past 7 days and
  - The check-in doesn’t lead to an office visit within 24 hours or the soonest available appointment
- Evaluation of video and/or images you send to your provider, and interpretation and follow up by your provider within 24 hours if:
  - You’re not a new patient and
  - The evaluation isn’t related to an office visit in the past 7 days and
  - The evaluation doesn’t lead to an office visit within 24 hours or the soonest available appointment
- Consultation your provider has with other providers by phone, internet, or electronic health record if you’re not a new patient

All Copayment, Coinsurance and Deductible amounts for office visits are specified on the Description of Coverage and/or the SBC.

### **Oral Surgery**

Oral surgical procedures are covered in connection with the following limited conditions:

- Traumatic or Accidental Injury to sound natural teeth for Medically Necessary non-restorative services
- Traumatic or Accidental Injury to the jaw bones or surrounding tissue
- Surgical removal of complete bony impacted teeth
- Correction of a non-dental pathological condition such as cysts and tumors.
- Medical dental work needed in order to treat cancer

### **Orthotics**

Specially molded and custom-made orthotics are covered when prescribed by a Physician and Medically Necessary. The durable medical equipment and orthopedic appliance Copayment or Coinsurance amount specified on the Description of Coverage and/or the SBC applies. Special shoe inserts for arch or foot support that are prescribed following an open surgical procedure on the bones, tendons, etc., of the foot or that may be prescribed to avoid an open surgical procedure are covered.

**Other Covered Services**

Other covered services may include but are not limited to, facility fees, surgical fees, anesthesia charges and other Medically Necessary services as required. These services are subject to the Other Covered Services Deductible, Copayments and Coinsurance as defined on the Description of Coverage and/or the SBC.

**Outpatient Prescription Drugs**

Outpatient Prescription Drugs are covered as defined in the Pharmacy section of this Policy.

**Pain Therapy**

Medically Necessary pain therapy is covered as defined in this Policy. This includes, but is not limited to pain therapy treatment of breast cancer. Pain therapy means pain therapy that is medically based and includes reasonably defined goals, including but not limited to stabilizing or reducing pain, with periodic evaluations of the efficacy of the pain therapy against these goals. Medically Necessary pain medications are covered as defined in the Pharmacy section of this Policy.

**Pancreatic Cancer Screening**

Pancreatic cancer screenings are covered and are subject to the appropriate Deductible and/or Copayment or Coinsurance listed on the Description of Coverage and/or the SBC.

**Pediatric Acute Onset Neuropsychiatric Syndrome**

Treatment and services for pediatric acute onset neuropsychiatric syndrome, including but not limited to the use of intravenous immunoglobulin therapy, are covered when Medically Necessary, as defined in this Policy. Each covered service is subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

**Pediatric Autoimmune Neuropsychiatric Disorders**

Treatment and services for pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections, including but not limited to the use of intravenous immunoglobulin therapy, are covered when Medically Necessary, and as defined in this Policy. Each covered service is subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

**Pediatric Vision Therapy**

Office-based vision therapy is covered for treatment of convergence insufficiency in children under the age of 18 years when Medically Necessary as specified on Description of Coverage and/or the SBC.

**Physician Services**

Diagnostic and treatment services and wellness care, for illness or Injury, provided by a Physician or under the supervision of a Physician, including the recommended periodic healthcare examinations and well child care are covered, as specified on the Description of Coverage and/or the SBC. Physician Services include Medically Necessary treatment, Virtual Visits, or services received from a Primary Care Physician, including pediatricians, and specialists.

Physician services are covered if you are hospitalized and they are subject to the provisions of the “Prior Authorization” section and “Hospital Care” subsection of this Policy.

**Podiatry Services**

Services are covered when determined to be Medically Necessary. This includes, but is not limited to, services related to diabetes.

**Prostate Exam**

Prostate exams are covered and are subject to the appropriate Deductible and/or Copayment or Coinsurance listed on the Description of Coverage and/or the SBC.

**Prostheses**

Prosthetic devices, such as artificial limbs, are covered when Medically Necessary due to an illness or Injury. Devices must be prescribed by a Physician.

To be consistent with changes in medical technology, Health Alliance maintains a list of covered and non-covered items and the maximum payable amount. Coverage can be verified by calling Health Alliance at the number listed on the back of your Health Alliance Identification Card.

**Pulmonary Rehabilitation**

Pulmonary rehabilitation is a covered benefit when Medically Necessary.

**Reconstructive Surgery**

Services are covered to correct a functional defect resulting from an acquired and/or congenital disease or Injury when Medically Necessary. Services are also covered when performed to correct a condition resulting from accidental Injury or incident due to surgery. Correction of a congenital defect or birth abnormality of an enrolled Newborn is covered.

Coverage is provided for reconstructive surgery or a prosthetic device following a mastectomy when Prior Authorized by Health Alliance for the length of time determined by the attending Physician.

Coverage for breast reconstruction includes:

- Reconstruction of the breast on which the mastectomy has been performed
- Reconstructive surgery of the other breast to produce a symmetrical appearance
- Prostheses and treatment for all physical complications at all stages of mastectomy, including lymphedema
- Removal or replacement of an implant is covered if Medically Necessary
- Post-discharge office visits or in-home nurse visits within 48 hours of discharge

**Rehabilitation and Skilled Care—Inpatient**

Inpatient services for rehabilitation and skilled care are covered with initial and ongoing documentation of Medical Necessity subject to any inpatient rehabilitation and skilled care coverage limitations specified on the Description of Coverage and/or the SBC.

**Rehabilitative Therapy Services—Outpatient**

Speech, physical and occupational therapies as well as hot/cold pack therapies, used for medical conditions and that are received in the Outpatient or home setting when you are homebound, and which are directed at improving physical functioning are covered subject to any Outpatient rehabilitation coverage limitations specified on the Description of Coverage and/or the SBC per Primary Medical Diagnosis per Benefit Year. Speech, physical and occupation therapies for the same Primary Medical Diagnosis are combined toward your coverage limitations as specified on the Description of Coverage and/or the SBC.

Medically Necessary preventive physical therapy for the treatment of multiple sclerosis is covered when prescribed by a Physician for the purpose of treating parts of the body affected by multiple sclerosis but only when the physical therapy includes reasonably defined goals, including but not limited to sustaining the level of function the person has achieved, with periodic evaluation of the efficacy of the physical therapy against those goals.

The Outpatient Rehabilitation Services Plan Year Benefit limits do not apply to the Autism Spectrum Disorders benefit.

Naprapathic services rendered by a licensed Naprapathic practitioner are covered subject to the combined Outpatient Rehabilitation Services visit limitations specified on the Description of Coverage and/or the SBC.

**Sexual Assault or Abuse Victims**

Hospital and medical services in connection with sexual abuse or assaults are covered. The Copayment, Coinsurance and Deductible amount will be waived.

**Sterilization Procedures**

Elective sterilization procedures, such as tubal ligation, and vasectomies are covered. Sterilization procedures intended for Contraceptive purposes only are covered under the wellness benefit listed on the Description of Coverage and/or the SBC.

All sterilization procedures with a medical diagnosis or for non-Contraceptive purposes are subject to the appropriate Copayment, Coinsurance or Deductible listed on the Description of Coverage and/or the SBC. Surgical procedures performed to reverse voluntary sterilization are not covered.

**Substance Use Detoxification**

Acute inpatient Substance Use detoxification is covered if determined by your Primary Care Physician that Outpatient management is not medically appropriate. Treatment is considered medical and does not apply to the Substance Use Disorder Treatment benefit until the patient is discharged from the Hospital or transferred to a Substance Use Disorder unit. Inpatient admissions require notification to Health Alliance within 24 hours of admission or as soon as reasonably possible after care begins, except in emergencies.

**Substance Use Disorder Treatment**

Substance Use Disorder rehabilitation services or treatment are covered for Medically Necessary treatment, subject to the Copayments, Coinsurances, and/or Deductibles as specified on the Description of Coverage and/or the SBC. These services and treatments include but are not limited to, Acute Treatment Services, and Clinical Stabilization Services.

Inpatient benefits, include Medically Necessary Inpatient hospitalization and residential care, are subject to the Substance Use Disorder Copayments, Coinsurance and/or Deductible as specified on the Description of Coverage and/or the SBC. Inpatient care requires notification to Health Alliance within 24 hours of admission or as soon as reasonably possible, after care begins, except in emergencies.

Outpatient benefits include individual counseling sessions or group Outpatient visits.

Care in a day Hospital program or partial or intensive Outpatient treatment program are subject to Deductibles, Copayments or Coinsurance as specified in the other covered services section of the Description of Coverage and/or the SBC.

Inpatient and Outpatient Substance Use Disorder treatment coverage does not include family retreats.

The medical, non-psychiatric treatment of Substance Use Disorder, such as detoxification, is covered and is subject to the Physician/Office Visit and Hospital Care Deductible, Copayments or Coinsurance specified on the Description of Coverage and/or the SBC.

**Surgical Procedures**

Medically Necessary inpatient or Outpatient surgeries and procedures are covered as defined in this Policy. Covered services may include assistant surgeons, surgical assistants, surgical fees, facility fees, anesthesia charges and other Medically Necessary services as required. Surgeries and procedures are subject to the Deductible, Copayments and Coinsurance as defined on the Description of Coverage and/or the SBC.

Treatment to eliminate or provide maximum feasible treatment of nevus flammeus, also known as port-wine stains, including but not limited to port-wine stains caused by Sturge-Weber syndrome, is covered for children ages 18 years and younger. Treatment deemed to be for cosmetic purposes only is not covered.



### **Surveillance Tests for Ovarian Cancer**

Surveillance tests for ovarian cancer for female Members who are at risk for ovarian cancer are covered.

“At risk for ovarian cancer” means having a family history:

- with one or more first-degree relatives with ovarian cancer;
- of clusters of female relatives with breast cancer;
- of non-polyposis colorectal cancer; OR
- testing positive for *BRCA1* or *BRCA2* mutations.

“Surveillance tests for ovarian cancer” means annual screening using (i) CA-125 serum tumor marker testing, (ii) transvaginal ultrasound, (iii) pelvic examination.

### **Telemedicine Services**

Medically Necessary Telemedicine services are covered. This includes medical exams and consultations, as well as psychiatric and behavioral health, (including Substance Use Disorder evaluations and treatment) and licensed dietitians, nutritionists and certified diabetes educators who counsel senior diabetes patients in their homes to remove the hurdle of transportation for them to receive treatment.

Benefits for Telemedicine services are available to the same extent as benefits provided for other services.

### **Temporomandibular Joint Syndrome (TMJ)**

Temporomandibular joint services and treatment are covered. Please refer to the section labeled “Specialty Care Physician Office Visits, Outpatient Surgery/Procedures Facility Fee, Outpatient Surgery/Procedures Physician/Surgeon Services,” as well as “Laboratory and X-rays” on the Description of Coverage for cost share information. Subject to the limitations listed on the Description of Coverage and/or the SBC.

### **Urgent Care**

Services obtained at an Urgent Care Center are covered. These services are intended for immediate Outpatient treatment of an unforeseen illness, Injury or condition to prevent serious deterioration. Urgent Care Centers also may be referred to as convenient care, prompt care or express care centers. They treat patients on a walk-in basis without a scheduled appointment. Urgent care is subject to the Deductible, Copayment and/or Coinsurance as listed on the Description of Coverage and/or the SBC and any Plan guidelines as defined in this Policy.

### **Vision Care**

Vision screenings and examinations for prescribing glasses or for determining the refractive state of the eyes are covered once every 12 months, unless otherwise specified on the Description of Coverage and/or the SBC.

One pair of eyeglasses or one contact lens per affected eye is covered following cataract surgery. The maximum allowable benefit for frames and lenses is the standard allowable established by the Centers for Medicare and Medicaid Services (CMS).

One pair of eyeglasses, which includes lenses and frames, is covered once every 12 months for all Members under the age of 19, subject to the limitations listed on the Description of Coverage and/or the SBC.

Contacts for Members under the age of 19 are covered once every 12 months, for a one-year supply as follows:

- Standard lenses
- Monthly lenses
- Bi-weekly lenses
- Daily lenses

Frames and lenses for Members under the age of 19 are covered once every 12 months as follows:

- One pair of standard frames as defined by the Centers for Medicare and Medicaid Services (CMS).
- One standard lens per eye as defined by CMS.

Additional charges for upgraded or deluxe frames or additional treatments on lenses that are not Medically Necessary (including but not limited to anti-glare) are not covered.

Members under the age of 19 are covered for low vision services. Low vision coverage is coverage for professional services for severe visual problems not correctable with regular lenses, including:

- Supplemental Testing—includes evaluation, diagnosis and prescription of vision aids where indicated.
- Supplemental Vision Aids.

Low vision services are subject to the Deductibles, Copayments and/or Coinsurance and limitations specified on the Description of Coverage and/or the SBC.

Members under the age of 19 are eligible for a 15% discount off Provider's standard pricing or 5% off a Provider's promotional pricing towards laser surgery including PRK, LASIK and Custom LASIK. This is an eligible discount on pricing only; laser surgery is not covered under this Policy.

Health Alliance maintains a list of covered and non-covered items and services and the maximum payable amount under this benefit. Coverage can be verified by calling Health Alliance at the number on the back of your Health Alliance Identification Card.

Vision care is covered with an Optometrist, Ophthalmologist or other Physician that is licensed to provide vision care services. See Physician Services for medical care of the eye, in addition to the items listed in this section.

### **Vitamin D Testing**

Vitamin D testing is covered when recommended by a healthcare Provider in accordance with vitamin D deficiency risk factors identified by the CDC.

### **Wellness Care**

Well-child care, annual physicals and annual well women visits are covered as wellness visits when performed by a Participating Provider. Wellness screenings are covered as wellness for asymptomatic Members. Additional visits are subject to the office visit Copayments, Coinsurance and/or Deductible on the Description of Coverage and/or the SBC.

### **Immunizations**

Medically Necessary injections and immunizations are covered, including but not limited to:

- Human papillomavirus vaccine for Members ages 9–26;
- Shingles vaccine for Members 50 years old and older;
- Hepatitis A and B;
- Influenza vaccine;
- MMR (measles, mumps and rubella);
- Meningococcal;
- Pneumococcal;
- Tetanus, Diphtheria, Pertussis;
- Haemophilus Influenza type b;
- Inactivated Poliovirus;
- Rotavirus;
- Varicella; and

- All routine immunizations that are included as part of adult and children vaccination schedules as determined by published preventive care guidelines.

Immunizations that can be safely administered without the supervision of healthcare professionals will be administered at the most appropriate level of care. Unexpected mass immunizations directed by federal, state or local public officials or schools for general population groups are not covered.

### **Clinical Breast Exams**

A complete and thorough clinical breast exam to check for lumps and other changes for the purpose of early detection and prevention of breast cancer is covered.

### **Mammograms**

A screening mammogram is covered annually under the wellness benefit for women ages 35-74. Diagnostic mammography is covered without cost-share when Medically Necessary.

A comprehensive breast ultrasound screening and breast MRI may be considered wellness for women ages 35 years and older if a mammogram demonstrates heterogeneous or dense breast tissue, when Medically Necessary as determined by a Physician. A screening MRI of the breast may be considered wellness when Medically Necessary as determined by a Physician. Breast ultrasounds and MRIs that do not meet wellness or screening criteria as determined by a Physician are subject to the diagnostic testing and/or office visit Copayments, Coinsurance or Deductibles listed on the Description of Coverage and/or the SBC.

### **Pap Smear**

One cervical smear or Pap smear test every three years is covered for females ages 21–65. Additional Pap smear tests are subject to the appropriate Copayment, Coinsurance and/or Deductible listed on the Description of Coverage and/or the SBC.

### **Colorectal Cancer Screening**

- A screening for colorectal cancer for asymptomatic, average-risk Members ages 45–75, by means of an at-home DNA stool test every three years is covered under the wellness benefit as specified on the Description of Coverage and/or the SBC.
- A screening for colorectal cancer, for asymptomatic Members starting at age 45, by means of a fecal occult blood test, including immunoassay (FIT), one to three simultaneous determinations, is covered annually.
- A screening for colorectal cancer for Members ages 45–75, by means of a colonoscopy every 10 years or sigmoidoscopy once every five years is covered under the wellness benefit as specified on the Description of Coverage and/or the SBC.
- A screening for colorectal cancer for Members ages 45 to 75, by means of a virtual colonoscopy every five years, is covered under the wellness benefit. Prior Authorization is required.

### **Osteoporosis Screening**

Bone mass measurement screening for osteoporosis is covered as wellness for Members. Additional osteoporosis screenings, are subject to the office visit and/or diagnostic testing Copayments, Coinsurance and Deductible as specified on the Description of Coverage and/or the SBC.

### **Cholesterol/Lipid Screening**

Cholesterol or lipid screenings are covered under the wellness benefit once every five years for Members age 20 and older. Cholesterol testing other than the wellness screenings listed here or additional charges, are subject to the appropriate Copayments, Coinsurance or Deductibles on the Description of Coverage and/or the SBC.

### **Sexually Transmitted Infection Counseling and Screening**

Intensive behavioral counseling for all sexually active Members who are at an increased risk for sexually transmitted infections is covered annually under wellness.

In addition to counseling, the below screenings are covered for Members under wellness:

**Human Immunodeficiency Virus (HIV) Screening**

Screenings for the human immunodeficiency virus (HIV) are covered annually under wellness.

**Syphilis Screening**

Screenings for syphilis are covered annually under wellness.

**Hepatitis C Virus (HCV) Screening**

Screenings for the hepatitis C virus (HCV) are covered annually under wellness.

**Chlamydia and Gonorrhea Screening**

Screenings for chlamydia and gonorrhea are covered annually under wellness for women up to and including age 24, and in older women at increased risk for infection.

**High-Risk HPV (Human Papillomavirus) Screening**

Screening for human papillomavirus (HPV) by DNA testing for women age 30 and older, once every five years, is covered under the wellness benefit.

Additional charges or testing will be subject to the appropriate Copayments, Coinsurance or Deductible on the Description of Coverage and/or the SBC.

**Domestic Violence Counseling and Screening**

Annual screening and counseling for interpersonal, intimate partner and domestic violence is covered for women under the wellness benefit. Additional charges or visits will be subject to the appropriate Deductibles, Copayments and/or Coinsurance on the Description of Coverage and/or the SBC.

**Ultrasound for Abdominal Aortic Aneurysm**

A one-time ultrasound screening for men ages 65–75 who have ever smoked is covered.

**Alcohol and Drug Misuse Counseling and Screening**

Counseling and screening for alcohol and drug misuse is covered.

**Fall Prevention**

Primary care counseling for exercise interventions to prevent falls in community-dwelling adults aged 65 years or older who are at increased risk for falls is covered.

**Blood Pressure Screenings**

High blood pressure screenings to obtain measurements outside of the clinical setting for diagnostic confirmation before starting treatment, for adults ages 18 years and older, are covered.

**Behavioral Counseling for Skin Cancer Prevention**

Counseling for individuals, ages 6 months to 24 years old with fair skin, regarding minimizing his or her exposure to ultraviolet radiation to reduce risk for and prevent incidence of skin cancer is covered.

**Skin Cancer Screening**

An annual whole-body skin examination for skin cancer is covered.

**Depression Screening**

Depression screening for Members as part of a clinical exam to ensure accurate diagnosis and treatment follow-up is covered.

**Diabetes Screenings**

Diabetes screenings for Members are covered.

**Healthy Diet and Physical Activity Counseling**

Annual healthy diet and physical activity counseling for adults with cardiovascular risk factors is covered.

**Obesity Screening and Counseling**

Obesity screening as part of a clinical exam for adults and children ages 6 years and older is covered. Obesity counseling for adults and children ages 6 years and older is covered.

**Tobacco Use Screening**

A screening as part of a clinical exam to screen for tobacco use and to provide intervention methods is covered; see the “Tobacco Cessation Program” section of this Policy regarding the tobacco cessation program that is covered.

**Lung Cancer Screening**

Annual screening with low-dose computed tomography (LDCT) for Members ages 50–80 who have a 20 pack/year smoking history and currently smoke or Members who have quit within the past 15 years is covered. Screening would be discontinued once a Member has not smoked for 15 years or the Member develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery. Additional charges or visits will be subject to the appropriate Deductibles, Copayments or Coinsurance on the Description of Coverage and/or the SBC.

**BRCA Counseling and Evaluation**

BRCA counseling and evaluation for women whose personal or family history of breast, ovarian tubal or peritoneal cancer is associated with an increased risk for deleterious mutations in *BRCA1* or *BRCA2* genes is covered. BRCA counseling and evaluations for reasons other than what is listed here or additional charges, will be subject to the appropriate Copayments, Coinsurance or Deductibles on the Description of Coverage and/or the SBC. Prior Authorization is required for BRCA testing.

**Breast Cancer Chemoprevention Counseling**

Breast cancer chemoprevention counseling for women at increased risk for breast cancer and at low risk for adverse medication effects of risk reducing chemoprevention is covered.

**Hepatitis B Virus (HBV) Screening**

Screening for hepatitis B virus (HBV) infection for Members at high risk for infection is covered.

**Tuberculosis Infections Screening**

Screening for latent tuberculosis infection (LTBI) for adults who are at increased risk is covered.

**Contraception Services**

For a description of the contraceptive services, supplies, devices and drugs covered under the wellness benefit, see “Contraceptive Drugs, Devices and Services” under “What is Covered” and “Outpatient Prescription Pharmacy Contraceptives” under “What is Covered/What is Not Covered—Pharmacy Benefits.”

**Tobacco Cessation Program**

A tobacco cessation program is covered through your Plan’s Quit For Life<sup>®</sup> program. Tobacco cessation pharmacological therapy, as defined by the formulary, is covered.

**Preventive Drugs**

The following are covered at Participating pharmacies under the wellness benefit:

- Folic acid supplements for women who may become pregnant.
- Iron supplements for children ages 6 months to 12 months who are at risk for anemia.

- Gonorrhea preventive eye medication of Newborns.
- Aspirin for women as a preventive medication after 12 weeks of gestation in Members who are at high risk for preeclampsia.
- Statin preventive medication for adults 40–75 years old with no history of cardiovascular disease (CVD), one or more CVD risk factors, and a calculated 10-year CVD event risk of 10% or greater.
- Tobacco cessation products.
- Select vaccinations administered at pharmacies.
- Bowel Prep Kits, as defined by the Health Alliance formulary, used prior to a colonoscopy for Members ages 45 years and older once per year.
- Tamoxifen and raloxifene used for breast cancer risk reduction.
- Pre-exposure prophylaxis (PrEP) for the prevention of HIV infection for people at high risk of infection.
  - For Members taking PrEP medication or being considered for this therapy, the following services are covered as preventive:
    - Venipuncture for blood draws for these tests.
    - HIV testing prior to the start of PrEP therapy and then once every three months.
    - Hepatitis B and C testing prior to starting PrEP therapy and then periodically, including after PrEP is concluded.
    - Creatinine testing.
    - Pregnancy testing before beginning PrEP therapy and during PrEP therapy.
    - Sexually Transmitted Infection screening at baseline and periodically thereafter while on PrEP therapy.
    - Adherence counseling to ensure adherence to the prescribed medication and to maximize PrEP’s effectiveness.

Also see “Preventive Drugs” under “What is Covered/What is Not Covered—Pharmacy Benefits.”

**Wellness services for children, in addition to any wellness services already listed, include:**

- Autism screening for children at 18 and 24 months
- Behavioral assessments as part of preventive exams
- Dyslipidemia screening for children at higher risk of lipid disorders
- Fluoride Chemoprevention supplements for children 6 months to 5 years without fluoride in their water source
- Coverage for prescription oral fluoride supplement products, generic single ingredient only, for children ages 0–6 months old
- Varnish application for children ages 0–6 years old
- Hearing screening for Newborns and children
- Height, Weight and Body Mass Index as part of preventive exams for children
- Hematocrit or Hemoglobin screening for children
- Hemoglobinopathies or sickle cell screening for Newborns
- Lead screening for children who are at risk for exposure
- Oral health risk assessment for young children
- Phenylketonuria (PKU) screening for this genetic disorder in Newborns
- Tuberculin testing for children at higher risk of tuberculosis
- Congenital Hypothyroidism screening for infants ages 0–90 days old
- Developmental screening for children under age 3, and surveillance throughout childhood
- Vision screening for children

**Wellness services for pregnant women, in addition, to any wellness service already listed, include:**

- Anemia screenings;
- Preeclampsia screening;

- Urinary tract or other infection screenings;
- Gestational diabetes screening once per pregnancy;
- Hepatitis B screening;
- Rh Incompatibility screening, which also includes follow up testing for women at high risk;
- Breastfeeding counseling, breast pumps and breastfeeding supplies. See also the “Maternity” section in this Policy.
- Sexually transmitted infections screening

### **Affordable Care Act Preventive Services**

Wellness care coverage includes any preventative services recommended by the United States Preventive Services Task Force (USPSTF) that have in effect a rating of A or B; preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration, and immunizations for routine use recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention (CDC), adopted by the Director of the CDC, and listed on the Immunization Schedules of the CDC.

### **Wellness Brochure**

To access the most up-to-date version of our wellness brochure, *Be Healthy*, log in to hally.com. This brochure includes a detailed listing of services and procedures, and their associated procedure code, that are covered under wellness care.

## **WHAT IS COVERED/WHAT IS NOT COVERED—PHARMACY BENEFITS**

### **Benefits**

The following prescription drug benefit is covered under the Health Alliance POS Plan Indemnity Policy. Prescription drugs may be obtained through any in-network retail or mail order pharmacy. To find out if a pharmacy is a Participating pharmacy, call Health Alliance at the number listed on the back of your Health Alliance Identification Card. You pay the Copayment or Coinsurance specified on the POS Plan Indemnity Policy Description of Coverage and/or the SBC for prescription drugs obtained at a non-Participating pharmacy. Health Alliance shall apply any third-party payments, financial assistance, discount, product vouchers, or any other reduction in out-of-pocket expenses made by or on behalf of such insured for prescription drugs toward a covered individual's deductible, copay, or cost-sharing responsibility, or Out-of-Pocket Maximum associated with the individual's health insurance.

You must present your Health Alliance Identification Card for each prescription purchase. Your card contains information needed to process your prescription. The pharmacist will ask you to pay your prescription Deductible, Copayment and/or Coinsurance at the time it is filled. If you do not present your Health Alliance Identification Card, you may be asked to pay the full retail price of your prescription. To request reimbursement for payment made at a non-participating pharmacy, you will need to submit your itemized receipt, along with the requested information noted on it, to the pharmacy benefit manager's address noted on the back of your Health Alliance Identification Card.

Prescription drugs prescribed by a Physician in connection with Medically Necessary services are covered for Members subject to the following terms, conditions and limitations.

### **Prescription Refill Synchronization**

Prescription refill synchronization is the allowance to refill one or more maintenance medication(s) on the same day to eliminate the need for multiple trips to the pharmacy for easier management of medications. For a complete listing of the covered medications, you can view the prescription Drug Formulary at [HealthAlliance.org/Pharmacy](http://HealthAlliance.org/Pharmacy).

Member cost share will be adjusted based on the quantity of medication filled for the purpose of synchronization of medications. A daily pro-rated cost share will be charged to accommodate medication synchronization.

Schedule II, III or IV controlled substances, drugs that have special handling or sourcing needs that require a single designated pharmacy to fill or refill the prescription, and drugs that cannot be safely split into short-fill periods to achieve synchronization are excluded from refill synchronization.

If you have more than one maintenance medication prescription that you fill at different times and would like to synchronize them to be able to fill them at the same time each month, please contact Health Alliance at the number listed on the back of your Health Alliance Identification Card.

### **Prior Authorization**

Some prescription drugs require Prior Authorization from Health Alliance and certain criteria to be met by you. Drugs that require Prior Authorization are noted on the prescription Drug Formulary.

Newly released prescription drugs require Prior Authorization for at least six months from the date of launch until the drugs have undergone review by the Health Alliance Pharmacy and Therapeutics Committee.

Your Physician may obtain a Prior Authorization Request Form online at [hally.com](http://hally.com) or by contacting Health Alliance directly. Prior Authorization can be verified by calling Health Alliance at the number listed on the back of your Health Alliance Identification Card.

### **Prescription Drug Formulary**

A prescription drug formulary, or “formulary,” is a list of covered prescription and over-the-counter drugs. You can use the formulary to determine if a drug requires Prior Authorization, step therapy, or if it has a quantity limit. The formulary also shows you the tier placement for each drug. These tiers will help you estimate how much you will pay each time you fill a prescription. The formulary is split into six tiers.

<b>Drug Tier</b>	<b>Includes</b>
Preventive	Preventive care drugs
Tier 1	Preferred generics
Tier 2	Non-preferred generics
Tier 3	Preferred brand name
Tier 4	Non-preferred brand name
Tier 5	Preferred specialty pharmacy and medical
Tier 6	Non-preferred specialty pharmacy and medical

This tiered system accomplishes two important goals. First, it provides Members and their prescribers with access to a wide variety of treatment options. Second, it allows the plan to assign drugs a cost-sharing that accurately reflects the drug’s benefit and cost when compared to other formulary products that treat the same condition.

The drugs listed in the Health Alliance formulary are reviewed and revised at least annually by the Health Alliance Pharmacy and Therapeutics Committee. The Pharmacy and Therapeutics Committee meets six times per year, or every two months, to determine changes to be made to the formulary. Newly available prescription drugs may be added to the formulary after they are reviewed by the Committee. Prescription drugs may also be moved to a higher or lower cost-sharing tier, or removed from the formulary, based on recommendations of the Pharmacy and Therapeutics Committee. If a drug moves to a higher tier or is removed from the formulary, you will be notified at least 60 days prior to the change so that you can discuss with your Physician any lower tier or formulary alternatives available to you.

Some prescription drugs are not included in the Health Alliance Drug Formulary. Non-formulary drugs have covered formulary alternatives in most instances. Coverage of non-formulary drugs requires a request for medical exception from your Physician. Members may qualify for a medical exception if they meet one of the below requirements:



- The medication provides clinically superior outcomes compared to all currently available agents based upon review of the published literature.
- Documentation of trial and failure of all currently available formulary agents in the same therapeutic class.
- Documentation of allergic reactions or contraindication to all currently available formulary agents in the same therapeutic class

The medical exception request must explain the reason covered formulary alternatives cannot be used. A medical exception can be requested by Members, their authorized representative or a prescriber. Requests may be made verbally, electronically, via paper form, or some other writing and reviewed by a pharmacist. In the case of a non-urgent exception request, Health Alliance will approve or deny the request within 72 hours after receipt of the request. Urgent requests follow the same procedure but Health Alliance will approved or deny the request within 24 hours after receipt of the request. In the case of a denial, Health Alliance will provide the Member or their authorized representative and the prescribing Provider with the reason for the denial, an alternative covered medication (if applicable), and information regarding the procedure for submitting an appeal to the denial.

To access the most up-to-date version of our Individual Drug Formulary, go to [HealthAlliance.org/Pharmacy](http://HealthAlliance.org/Pharmacy), or call Health Alliance at the number listed on the back of your Health Alliance Identification Card. Some plans' pharmacy benefits may differ from this list. Upon request, Health Alliance will provide you with information as to whether a prescription drug is included in the formulary and whether the drug will be covered at the Preferred Generic Tier, Non-Preferred Generic Tier, Preferred Brand Tier, Non-Preferred Brand Tier, Preferred Specialty Tier, or Non-Preferred Specialty Tier Prescription Drug Copayment and/or Coinsurance.

### **Preventive Drugs**

As part of the wellness benefit, preventive drugs are covered under the prescription Drug Formulary. Preventive drugs received out of network are subject to the Prescription Drug Copayments or Coinsurance listed on the Description of Coverage and/or the SBC. For additional information, see "Preventive Drugs" in the wellness section of this Policy.

For a listing of covered preventive drugs, see "Wellness Care" under "What is Covered" and/or the Health Alliance Drug Formulary. In addition to the preventive drugs listed here, coverage will also include any other preventive drugs approved by the United States Preventive Service Task Force (USPSTF) that may be upgraded to Grade A or B during the Benefit Year. The drugs listed in the Health Alliance formulary are also reviewed and revised at least annually by the Health Alliance Pharmacy and Therapeutics Committee.

### **Outpatient Prescription Drug Coverage and Dispensing Limitations**

- Outpatient prescription drugs, Infertility prescription drugs and diabetic supplies are subject to any applicable limitations specified in the Maximums/Deductibles/Limitations section on the Description of Coverage and/or the SBC.
- Coverage is provided for Medically Necessary epinephrine auto-injectors for persons 18 years old or under.
- Copayments or Coinsurance for Outpatient Prescription Drugs, and diabetic supplies apply to any applicable Benefit Year Outpatient Out-of-Pocket Maximum limit specified on the Description of Coverage and/or the SBC. Initial prescriptions and prescription refills are limited to the maximum supply specified in the Outpatient Prescription Drugs section on the Description of Coverage and/or the SBC.
- Prescription inhalants are covered. For a listing of specific drugs, view our Drug Formulary at [HealthAlliance.org/Pharmacy](http://HealthAlliance.org/Pharmacy).
- You pay the lesser of the Participating pharmacy's regular charge for the drug or the Copayment, Coinsurance, and/or Deductible specified in the Outpatient Prescription Drugs section on the Description of Coverage and/or SBC for each initial prescription or prescription refill.
- The following diabetic supplies are covered and will be subject to the Copayment, Coinsurance and/or Deductible specified in the Outpatient Prescription Drugs section on the Description of Coverage and/or

the SBC: glucagon emergency kits, syringes and needles, oral legend agents for controlling blood sugar, and test strips for glucose monitors.

- Coverage will be provided for prescription Contraceptives or their substitutable generic equivalent when prescribed for the purpose of preventing conception and which are approved by the U.S. Food and Drug Administration (FDA)
- Generic drugs may be placed on any formulary tier. This includes specialty tiers if the drug meets the definition of a specialty drug. The majority of generic drugs are covered under the Tier 1 and Tier 2 benefit when they exist and are available and allowable by applicable state or federal law.
- If you or your Physician requests a brand-name drug when a generic exists, you pay the Tier 3 or Tier 4 Deductible, Copayment or Coinsurance, plus a 100% Coinsurance for the difference in cost between the brand-name drug and the generic drug. This price difference is applied to your Deductible and Out-of-Pocket Maximum. In no instance will the total cost you are charged for the drug exceed the actual cost of the drug.
- If a Tier 3 or Tier 4 drug is prescribed and a Generic does not exist, you pay the Tier 3 or Tier 4 Deductible, Copayment or Coinsurance.
- If a higher tiered drug is determined to be Medically Necessary by your Physician and Health Alliance, you may qualify to pay a reduced-tier copay. To determine if you qualify, call Health Alliance at the number on the back of your Health Alliance Identification Card.
- Injectable syringes are covered when the injectable drug is covered.
- Coverage includes Medically Necessary emergency opioid antagonist available without Prior Authorization and with no Copayment, Coinsurance, and/or Deductible.
- Coverage includes at least one intranasal opioid reversal agent for opioid prescriptions with dosages of 50MME or higher.
- Topical anti-inflammatory acute and chronic pain medication is covered. For a listing of specific drugs, view our Drug Formulary at [HealthAlliance.org/Pharmacy](http://HealthAlliance.org/Pharmacy).
- All FDA-approved drugs for the treatment of stage 4 advanced metastatic cancer are available without limitation, exclusion, or step therapy requirement, if use of the drug(s) is consistent with best practices, and supported by peer-reviewed medical literature.
- Your plan covers buprenorphine products or brand-name equivalent products for medically assisted treatment (MAT) of opioid use disorder, and shall not include Prior Authorization, dispensing limits, fail first policies, or lifetime limit requirements.
- Coverage is provided for Medically Necessary prescription immunosuppressive therapy drugs, brand-name or otherwise, to prevent the rejection of transplanted organs and tissues. When your healthcare Provider prescribes an immunosuppressant drug for the treatment of immunosuppression to prevent rejection of transplanted organs, and includes “may not substitute” on the prescription. Your plan does not require, or cause a pharmacist to interchange another immunosuppressant drug or formulation, without notification and the documented consent of the prescribing healthcare Provider and yourself, or your legal representative if you are unable to provide consent. This does not apply to immunosuppressant drugs for the treatment of autoimmune diseases or diseases that are most likely of autoimmune origin.
- Coverage will be provided for prescription topical eye medication used to treat a chronic condition of the eye if the refill is requested prior to the last day of the prescribed dosage period and after at least 75% of the predicted days of use; and the prescribing Physician or optometrist indicates on the original prescription that refills are permitted; and that the early refills requested by the Member do not exceed the total number of refills prescribed.
- Coverage includes Medically Necessary emergency opioid antagonist available without Prior Authorization.
- Coverage includes Medically Necessary pain medication for the treatment of breast cancer
- A limited number of over-the-counter (OTC) medications are covered. A prescription is required from your Physician for covered OTC products and the Deductible, Copayment and/or Coinsurance applies.
- Tobacco cessation pharmacological therapy, as defined by the Health Alliance formulary is covered.
- Health Alliance covers Medically Necessary immune gamma globulin therapy for Members diagnosed with a primary immunodeficiency. Initial authorization will be for no less than three months; reauthorization may occur every six months thereafter. For Members who have been in treatment for two

years, reauthorization shall be no less than every 12 months, unless more frequently indicated by your Physician.

- Coverage will be provided for Medically Necessary insulin products; your Deductible, Copayment and/or Coinsurance will not exceed \$100 for a 30-day supply.
- For a 30-day supply of medication or less, you pay the applicable Copayment as indicated on the Description of Coverage and/or the SBC.
- For a 31-60-day supply of medication, you pay two times the Copayment applicable to a 30-day supply as indicated on the Description of Coverage and/or the SBC.
- For a 90-day supply of maintenance medications obtained through Participating Provider, 90-day network pharmacy or via mail order, you pay three Copayments as indicated on the Description of Coverage and/or the SBC.
- Health Alliance will cover long-term antibiotic therapy for tick-borne diseases, including oral, intramuscular, or intravenous antibiotics singly or in combination for periods of time in excess of 4 weeks when determined to be Medically Necessary and ordered by a licensed Physician. An experimental drug shall be covered for an off-label use in the treatment of a tick-borne disease if the drug has been approved by the U.S. Food and Drug Administration.
- Coverage will be provided for medically necessary hormone therapy treatment to treat menopause that has been induced by a hysterectomy.
- Coverage will be provided for prenatal vitamins when prescribed by a physician or advance practice nurse.
- Coverage will be provided for medically necessary continuous glucose monitors for individuals diagnosed with type 1 or type 2 diabetes and require insulin for the management of their diabetes.
- Coverage is provided for abortifacients with no Copayment, Coinsurance, and/or Deductible.
- Coverage is provided for human immunodeficiency virus (HIV) post-exposure prophylaxis (PEP) drugs with no Copayment, Coinsurance, and/or Deductible.
- Coverage is provided for hormonal therapy medication used to treat gender dysphoria with no Copayment, Coinsurance, and/or Deductible.

### **Outpatient Prescription Pharmacy Contraceptives**

Medically Necessary, federal Drug Administration (FDA) -approved prescription pharmacy Contraceptive methods are covered under this section when prescribed by a Physician. This includes Contraceptive pills, patches, injections and rings. Prescription Contraceptives are subject to the Outpatient Prescription Drug Deductible and/or Copayments or Coinsurance as indicated on the Description of Coverage and/or the SBC.

- Most Contraceptive pills, patches, rings and injections will be covered under this section at a Participating Pharmacy with \$0 Copayment as part of the wellness benefit.
- Preferred Brand or Non-Preferred Brand prescription Contraceptive pills with a generic formulary alternative are subject to the Preferred Brand or Non-Preferred Brand Deductible, Copayments and/or Coinsurance listed on the Description of Coverage and/or the SBC plus a 100% Coinsurance for the difference in cost between the brand-name drug and the generic drug. This price difference is applied to your Deductible and Out-of-Pocket Maximum. In no instance will the total cost you are charged for the drug exceed the actual cost of the drug.
- FDA-approved over-the-counter Contraceptive products (including but not limited to condoms, sponges, and spermicides) are also covered for women with a prescription at a Participating Pharmacy with \$0 Copayment as part of the wellness benefit as described on the Description of Coverage and/or the SBC.
- One type of Contraceptive product is covered per month under this Pharmacy section.
- Up to 12 months of prescription Contraceptive products can be obtained at once (including but not limited to Contraceptive pills, rings, patches, condoms and injections). Your cost share will be your one-month Copayment multiplied by the number of months obtained.

### **Specialty Pharmacy Drugs**

Specialty Pharmacy Drugs are defined as any prescription drug, regardless of dosage form, which requires at least one of the following in order to provide optimal patient outcomes and is identified as a Specialty Pharmacy Drug on

the Health Alliance Drug Formulary:

- (1) Specialized procurement handling, distribution or is administered in a specialized fashion;
- (2) Complex benefit review to determine coverage;
- (3) Complex medical management; or
- (4) FDA-mandated or evidence-based medical-guideline determined comprehensive patient and/or Physician education.

Examples of Specialty Pharmacy Drugs include, but are not limited to, fertility drugs, biological specialty drugs, growth hormones, organ transplant specialty drugs and cancer specialty drugs. For a complete listing of specialty drugs, view the prescription drug formulary at [HealthAlliance.org/Pharmacy](https://www.healthalliance.org/Pharmacy).

Specialty Pharmacy Drugs are available from a specialty pharmacy vendor. Coverage is subject to a prior written order by your Physician and Prior Authorization by Health Alliance.

You pay the Specialty Pharmacy Drugs Copayment or Coinsurance amount specified in the Outpatient Prescription Drugs section of Description of Coverage and/or the SBC. Specialty Pharmacy Drugs are subject to any applicable Specialty Pharmacy Drug limitations specified in the “Maximum/Deductible/Limitations” section on the Description of Coverage and/or the SBC.

Health Alliance maintains a list of covered Tier 5 and Tier 6 Specialty Pharmacy Drugs. Tier 5 Specialty Drugs are the most clinically and cost effective, these are also known as Preferred Specialty Drugs. Tier 6 Specialty Pharmacy Prescription Drugs are at a higher cost than Tier 5 and usually have clinically comparable alternatives available at the Tier 5 level. These are also known as Non-Preferred Specialty Drugs.

This tiered system helps manage costs and provides flexibility and some coverage for Members who choose a higher-tier drug. This system of cost sharing also helps Health Alliance continue to cover the majority of Specialty Pharmacy Drugs. The drugs listed in the Health Alliance formulary are reviewed and revised at least annually by the Health Alliance Pharmacy and Therapeutics Committee. The Pharmacy and Therapeutics Committee meets six times per year, or every two months, to determine changes to be made to the formulary. Newly available Specialty Prescription Drugs may be added to the formulary after they are reviewed by the Committee. Specialty Prescription Drugs may also be moved to a higher or lower cost-sharing tier, or removed from the formulary, based on recommendations of the Pharmacy and Therapeutics Committee. If a Specialty Prescription Drug moves to a higher tier or is removed from the formulary, you will be notified at least 60 days prior to the change so that you can discuss with your Physician any lower-tier or formulary alternatives available to you.

To access the most up-to-date version of our Individual Drug Formulary, go to [HealthAlliance.org/Pharmacy](https://www.healthalliance.org/Pharmacy), or call Health Alliance at the number listed on the back of your Health Alliance Identification card. Some plans’ pharmacy benefits may differ from this list. Upon request, Health Alliance will provide you with information as to whether a Specialty Pharmacy Drug is included in the formulary and whether the drug will be covered at the Tier 5 or Tier 6 specialty drug tier Copayment, Coinsurance and/or Deductible.

Specialty Pharmacy Drugs are subject to any applicable Specialty Pharmacy Drug limitations specified in the “Maximums/Deductibles/Limitations” section on the Description of Coverage and/or SBC. Deductibles, Copayments and/or Coinsurance for Specialty Pharmacy Drugs apply to any applicable Benefit Year Out-of-Pocket Maximum limit specified in the “Maximums/Deductibles/Limitations” section on the Description of Coverage and/or the SBC.

### **Prescription Drugs Not Covered**

- Non-prescription drugs are not covered, except for insulin, covered diabetic supplies, injectable syringes for covered injectable drugs and a limited number of over-the-counter (OTC) medications as stated above. This includes non-prescription Infertility drugs.

- When a medication is available both by prescription-only (federal legend) and as an OTC product, the prescription drug is not covered.
- Prescription drugs which are not considered to be Medically Necessary, in accordance with accepted medical and surgical practices and standards approved by Health Alliance, including but not limited to: BOTOX<sup>®</sup> Cosmetic, psoralens, tretinoin and oral antifungal agents for cosmetic use, anorexiant or weight loss medications, anabolic steroids, oral fluoride preparations and hair removal or hair growth promoting medications.
- Devices of any type, other than prescription Contraceptive devices, even if such devices may require a prescription, including but not limited to therapeutic devices, artificial appliances, support garments, bandages, etc.
- Dermatologic products (oral and topical) that offer no additional clinical benefit over existing covered alternatives, including but not limited to: Clobex Lotion/Shampoo, Vanos, Capex, Luxiq, Olux and Solodyn.
- Brand-name formulations that are a combination of two or more existing drugs (prescription or over-the-counter) and that offer no additional clinical benefit compared to taking the individual components (the existing drugs do not have to be commercially available in the same strength as the combination product).
- Prescription strength benzoyl peroxide and combination products.
- Compounded claims in which one or more ingredient is a bulk powder.
- Compounded products, including compounding kits, of two or more commercially available drugs (prescription or over-the-counter) that offer no additional clinical benefit compared to taking the individual components. (Please note: the existing drugs do not have to be commercially available in the same strengths as the compounded product.).
- Any drug labeled “Caution - Limited by federal Law to Investigational Use,” or experimental or other drugs which are prescribed for unapproved uses. Prescription Drugs for cancer treatment are covered if the FDA has given approval for at least one indication and is recognized for the treatment of the indication for which the drug has been prescribed in any one of the following established reference compendia: (1) the American Hospital Formulary Service Drug Information; (2) the National Comprehensive Cancer Network’s Drugs and Biologics Compendium; (3) the Thomson Micromedex’s Drug Dex; (4) the Elsevier Gold Standard’s Clinical Pharmacology; or (5) other authoritative compendia as identified from time to time by the federal Secretary of Health and Human Services, or if not in the compendia, recommended for that particular indication in formal clinical studies, the results of which have been published in at least two peer-reviewed professional medical journals published in the United States or Great Britain.
- Prescription drugs for which the cost is recoverable under any Workers’ Compensation or Occupational Disease Law or any state or governmental agency, or any medication furnished by any other Drug or Medical Service for which there is no charge to you.
- Any charge for the administration of a drug.
- Replacement of lost, destroyed or stolen medication and any supplies for convenience.
- Prescriptions refilled before 75% of the previously dispensed supply should have been consumed when taken as prescribed.
- Erectile dysfunction drugs related to lifestyle enhancement or performance.
- Medications used for treatment of decreased sexual desire (Addyi, Vyleesi).
- Products classified as Medical Food or supplements.
- Non-sedating antihistamines and combinations.
- Any drug determined by a Physician, pharmacy or through retrospective claims review to be abused or otherwise misused by you.
- Medical marijuana is excluded from coverage because it is classified by the federal government as a Schedule I controlled substance, and therefore cannot be prescribed by a healthcare professional.
- V-Go Insulin Delivery Device is excluded from coverage due to a lack of sufficient evidence and conclusions on its safety and efficacy.
- Ketamine IV when used for all off-label indications.
- Drugs that have not been approved as effective by the FDA, including DESI drugs.
- Infertility prescription drugs that are not approved by the FDA for the treatment of Infertility.

- Any prescription drug purchased or imported from outside of the United States.
- Any prescription drug received outside of the United States, unless received as part of Emergency Services or Urgent Care.

### **Drug Limitations**

Certain Outpatient prescription drugs may be subject to drug limitations based on FDA-approved dosage recommendations and the drug manufacturer's package size. The purpose of these limitations is to encourage safe and cost-effective use of drug therapies.

### **WHAT IS NOT COVERED (Exclusions and Limitations)**

The following services are excluded from coverage under this Policy.

#### **Acupressure and Hypnotherapy**

Charges for treatment and services related to acupressure and hypnotherapy are not covered.

#### **Blood Processing**

Costs related to the processing and storage of blood and its components from a person designated as a donor are not covered.

#### **Circumstances Beyond the Control of Health Alliance**

To the extent that a natural disaster, war, riot, civil insurrection, epidemic or any other emergency or similar event not within the control of Health Alliance results in the facilities, personnel or financial resources of Health Alliance being unavailable to provide or arrange for the provision of a covered service in accordance with the requirements of this subsection, Health Alliance is required only to make a good-faith effort to provide or arrange for the provision of the service, taking into account the impact of the event.

#### **Convenience or Comfort Items**

Convenience or comfort items are not covered. These items include, but are not limited to, grab bars, tub transfers, seat lifts, raised toilet seats, telephones and televisions.

#### **Cosmetic Surgery**

Surgery for cosmetic purposes and not primarily for reasons of Medical Necessity is not covered. This includes, but is not limited to, rhinoplasties, breast reductions, blepharoplasties, liposuction and removal of skin tags and lipomas when not done primarily because of Medical Necessity.

#### **Counseling**

Charges for social counseling or marital counseling are not covered unless otherwise specified in this Policy.

#### **Custodial Care or Convalescent Care**

Custodial care or Convalescent care in an acute general Hospital, Skilled Care facility or in the home is not covered.

#### **Dental Services**

Dental services are not covered unless specifically addressed as covered in this Policy. Services related to Injuries caused by or arising out of the act of chewing are also not covered. Hospitalizations for dental work are not covered unless the hospitalization is necessary due to a medical condition. For covered approved dental services; see "Dental Services" and "Oral Surgery" under "What is Covered."

#### **Disposable Items**

Self-administered dressings and other disposable supplies are not covered. For covered items or services, see "Durable Medical Equipment, Orthopedic Appliances and Devices" under "What is Covered."

### **Durable Medical Equipment, Orthopedic Appliances and Devices**

The following corrective and orthopedic appliances and devices are not covered: earmolds, shoes, heel cups, arch supports, gloves, lifts and wedges. Wheelchairs (manual or electric) and lift chairs are not covered unless you would be bed-or-chair-confined without such equipment. This includes any dispensing fees incurred in obtaining these items.

### **Experimental Treatments/Procedures/Drugs/Devices/Transplants**

Unless otherwise stated in this Policy, such as coverage for “Clinical Trials”, the Plan does not pay benefits for any charges incurred for or related to any medical treatment, procedure, drug, device or transplant that is determined by a Medical Director to meet one or more of the following standards or conditions:

- The medical treatment, procedure, drug, device or transplant is the subject of ongoing phase I, phase II, phase III or phase IV clinical trials, or is otherwise under study to determine its safety, efficacy or its efficacy as compared with the standard means of treatment or diagnosis for your condition, disease or illness.
- The consensus of opinion among experts regarding the medical treatment, procedure, drug or device is that further studies or clinical trials are necessary to determine its safety, efficacy or its efficacy as compared with the standard means of treatment or diagnosis for your condition, disease or illness.
- The drug or device cannot be lawfully marketed for your condition, disease or illness without the approval of the FDA, and approval for marketing has not been given at the time the drug or device is prescribed or furnished.
- The medical treatment, procedure, drug, or device for the treatment or diagnosis of your condition, disease or illness does not conform with standards of good medical practice, and is not uniformly recognized and professionally endorsed by the general medical community at the time it is to be provided.
- The medical treatment, procedure, drug or device for the treatment or diagnosis of your condition, disease or illness is determined by a Medical Director to be experimental or investigational.
- Organ transplants will be deemed experimental or investigational if the Office of Healthcare Technology Assessment within the Agency for Healthcare Policy and Research, as part of the federal Department of Health and Human Services (HHS), determines that such procedures are either experimental or investigational or that there is insufficient data or experience to determine whether an organ transplantation procedure is clinically acceptable.

In making their determination that a medical treatment, procedure, drug, or device for the treatment or diagnosis of your condition, disease or illness is excluded from coverage under this subsection, a Medical Director will use current medical literature and discussion with medical experts and other technological assessment bodies designated by Health Alliance. Each review will be on a case-by-case basis regarding coverage of a requested medical treatment, procedure, drug or device for the treatment or diagnosis of your condition, disease or illness.

### **Eyeglasses, Contacts and Refractory Treatment**

Eyeglasses, contact lenses, contact lens evaluations and fittings are not covered, except for eyeglasses and contact lenses following cataract surgery or unless otherwise stated in this Policy. For covered items and services, see “Vision Care” under “What is Covered.” Lens tinting, scratch protection coating, progressive lenses (no-line bifocals or trifocals), anti-reflective coating and oversized lenses are not covered. Refractive eye surgery is not covered including but not limited to vision screenings to determine the refractive state of the eyes, refractive keratectomy, radial keratotomy and laser-assisted in-situ keratomileusis (LASIK) surgery.

### **Fitness**

Any program designed for overall physical fitness or membership to fitness facilities for the same purpose is not covered. Rehabilitative therapy is not included in this exclusion.

### **Governmental Responsibility**

Care for disabilities connected to military service for which you are legally entitled to services and for which facilities are reasonably available to you, or for conditions that state or local laws require be treated in a public facility, unless legal liability exists, are not covered.

### **Hearing Aids**

Hearing aids, their fittings or testing for the purpose of using a hearing aid are not covered, unless otherwise specified in this Policy. Any service, supply or treatment for the rehabilitation of hearing impairment is also not covered.

### **Illegal Occupation**

Charges for any service, supply or treatment that arose out of or occurred while you were engaged in an illegal occupation or in the commission of or attempt to commit a felony are not covered.

### **Infertility Services**

The following services are not covered:

- Reversal of voluntary sterilization; however, in the event a voluntary sterilization is successfully reversed, Infertility benefits will be available if the Member's diagnosis meets the definition of Infertility. Coverage is not provided for the diagnostic services needed to confirm a successful reversal.
- Costs associated with cryopreservation and storage of sperm, eggs and Embryos. Health Alliance will cover the costs associated with subsequent procedures of a medical nature necessary to make use of the cryopreserved substance if the procedures are not deemed to be experimental and/or investigational.
- Non-medical costs of an egg or sperm donor.
- Costs for travel that is not Medically Necessary, mandated or required by Health Alliance. Health Alliance will cover reasonable travel costs as deemed appropriate.
- Health Alliance will not provide coverage for Infertility services that are deemed to be experimental or investigational as supported by the written determination of the American Society for Reproductive Medicine or the American College of Obstetrics. Health Alliance will cover Infertility treatment that includes services or treatments that are not experimental in nature and can be delineated and separately charged from Infertility treatment considered experimental.
- Infertility treatments rendered to Dependents under the age of 18.
- Services not in accordance with standards of good medical practice and not uniformly recognized and professionally endorsed by the general medical community at the time it is to be provided.

### **Institutional Care**

Institutional care that is for the primary purpose of controlling or changing your environment, or that is maintenance care, Custodial Care, domiciliary care, convalescent care or rest cures is not covered.

### **Medicare Benefits**

Healthcare items and services furnished to a Medicare-Eligible Beneficiary are not covered to the extent that benefits or payment for items or services are provided by or available from Medicare, whether or not those benefits or payment are received.

### **Obesity**

Charges for special formulas, food supplements, special diets, minerals, vitamins or Physician and Non-Physician-supervised weight loss programs are not covered. Treatment or products for obesity, food addiction or weight reduction are not covered. For covered services, see "Bariatric Surgery for Severe Obesity" under "What is Covered."

### **Reversal of Sterilization**

A surgical procedure to reverse voluntary sterilization is not covered.

### **Services that are Not Medically Necessary**

Physical examinations for obtaining or continuing employment, for governmental licensing or for securing insurance coverage are not covered.



Vocational rehabilitation services or other services or supplies, which are not Medically Necessary for the treatment, maintenance or improvement of your health are not covered.

Care ordered or directed by individuals other than a Physician or registered clinical psychologist, family retreats or services with a diagnosis of marriage counseling unrelated to mental health conditions, are not covered.

Services that are not primarily medical in nature, including but not limited to traditional mattresses, air filters, whirlpools/spas, swimming pools, exercise equipment, gym memberships, air conditioners, adaptive devices/filters for residential heating and air conditioning systems, car seats, and educational services unless specified elsewhere in the Policy, are not covered.

### **Skin Lesions**

Skin lesion removal primarily for cosmetic reasons rather than for Medical Necessity is not covered.

### **Supplemental Drinks/Vitamins/Weight Gain Products**

Over-the-counter supplies or products taken to supplement caloric intake, not primarily medical in nature and not used as the sole source of nutrition, are not covered.

### **Other Non-Covered Items**

- Any service, supply or treatment that is not prescribed by a Physician or a qualified Provider.
- Any service, supply, treatment, diagnosis or advice for which you are not legally required to pay.
- Any service, supply or treatment prohibited by the laws of the United States or the state where the expense was incurred.
- Any care, treatment, service or supply furnished by a facility owned or operated by a state or national government. Charges are covered if you have a legal obligation to pay for the care or treatment or if the United States has the authority to recover or collect the reasonable cost of such care or service.
- Any Injury or illness arising out of or occurring in the course of your job for wage or profit and which is covered by Worker's Compensation or similar law. If your Worker's Compensation claim is denied, you are required to notify Health Alliance of the denial within 90 days.
- Charges for appointments scheduled and not kept (missed appointments).
- Charges incurred before you became covered under the Plan or after you terminate from the Plan.
- Non-Medically Necessary treatment or services for complications arising directly from rightfully excluded conditions. Medically Necessary treatment or services such as infection control, allergic reactions, or life-saving measures are covered as outlined in the "What is Covered" section of this Policy.
- Services provided by a non-licensed professional.
- Services furnished or billed by a Provider who has been excluded or disbarred by the federal government.
- Any service, supply or treatment received outside of the United States, other than Emergency Services or Urgent Care.

## **APPEALS**

Appeals are divided into two categories: administrative decisions and denials of coverage based on Medical Necessity, appropriateness, healthcare setting, level of care or effectiveness. Health Alliance has one level of appeal available to you. The appeals procedures are detailed in any notice of appeal determination you may receive, as well as detailed in this section of this Policy.

You, or any person you have chosen as your authorized representative, including your Physician, other healthcare Provider or attorney, may request an appeal of either category. The party filing the appeal may send us written comments, documents, records or other information regarding your appeal. All available information relevant to your appeal will be considered when reviewing your appeal. A Clinical Peer not involved in the initial denial will review appeals made on the basis of Medical Necessity, appropriateness, healthcare setting, level of care or

effectiveness. A review committee or an individual not involved in the initial denial and who does not work under the authority of the initial decision maker will review administrative appeals.

You, or any person you have chosen as your authorized representative, including your Physician, other healthcare Provider or attorney, may request an appeal within 180 days of receiving the initial denial notice by calling the Member Relations Department at 1-800-500-3373, via fax at 1-217-902-9708 or by writing to the Member Relations Department, Health Alliance Medical Plans, 3310 Fields South Drive, Champaign, Illinois 61822. The party filing the appeal may send us written comments, documents, records or other information regarding your appeal.

The deadlines for filing an appeal or external review will not be postponed or delayed by healthcare Provider appeal unless the healthcare Provider is acting as an authorized representative for the Member; i.e., the Member should be filing internal appeals independently and concurrently unless the healthcare Provider has been designated in writing as the authorized representative.

### **Notice of Appeal Determination**

Health Alliance will make a decision, send a written notice and verbally notify you, your authorized representative, Physician and any healthcare Provider who recommended services.

The written notice sent to you or your authorized representative will include:

- The reasons for the decision.
- References to the benefit plan provisions on which the decision is based, and the contractual, administrative or medical Policy criteria for the decision.
- Subject to privacy laws and other restrictions, if any, the identification of the claim, date of service, healthcare Provider, claim amount (if applicable), and a statement describing denial codes with the meanings and the standards used. Upon request, diagnosis/ treatment codes with their meanings and the standards used are also available.
- An explanation of Health Alliance's external review processes (and how to initiate an external review) and a statement of your right, if any, to bring a civil action under Section 502(a) of ERISA following a final decision on internal appeal.
- A statement in non-English language(s) that indicates how to access the language services provided by Health Alliance.
- The right to request, free of charge, reasonable access to and copies of all documents, records, medical policies and other information relevant to the decision.
- Any internal rule, guideline, Policy or other similar criteria relied on in the decision, or a statement that a copy of such rule, guideline, Policy or other similar Policy will be provided free of charge on request.
- An explanation of the clinical judgment relied on in the decision, or a statement that such explanation will be provided free of charge upon request.
- A description of the standard that was used in denying the claim and a discussion of the decision; and
- Contact information for applicable office of health insurance consumer assistance.

If Health Alliance's decision is to continue to deny or partially deny your referral, Prior Authorization or claim or you do not receive timely decision, you may be able to request an external review of your referral, Prior Authorization or claim by an independent third party, who will review the denial and issue a final decision. Your external review rights are described in the External Review of Appeals section below.

The operations of Health Alliance are regulated by the Illinois Department of Insurance. Filing an appeal does not prevent you from filing a Complaint with the Illinois Department of Insurance or keep the Illinois Department of Insurance from investigating a Complaint. The Illinois Department of Insurance can be contacted at:

Illinois Department of Insurance  
Office of Consumer Health Information  
320 W. Washington St., 4<sup>th</sup> Floor,  
Springfield, IL 62767  
1-877-850-4740 toll free phone  
217-558-2083 fax  
[Consumer\\_complaints@ins.state.il.us](mailto:Consumer_complaints@ins.state.il.us)  
[mc.insurance.illinois.gov/messagecenter.nsf](http://mc.insurance.illinois.gov/messagecenter.nsf)

**Administrative Review**

Appeals for administrative decisions will be reviewed by a committee or an individual not involved in the initial denial and who does not work under the authority of the initial decision maker. Health Alliance will notify the party filing an appeal within three days of any additional information that is required to evaluate the appeal. Health Alliance will notify the party filing the appeal in writing of its decision within 15 days from the date Health Alliance receives all the information requested to complete the review.

**Medical Necessity, Appropriateness, Healthcare Setting, Level of Care or Effectiveness Review**

Appeals for denial of coverage of healthcare services will be reviewed by a Clinical Peer not involved in the denial of coverage of healthcare services. Health Alliance will notify the party filing an appeal within three (3) business days of any additional information that is required to evaluate the appeal. Health Alliance will make a decision and notify you, your authorized representative, Physician and any other healthcare Provider who recommended services in writing within 15 days after receipt of all necessary information.

If you have exhausted the internal appeals process for a Medical Necessity denial, you have the right to request that the decision be reviewed by an independent review organization; see “External Review of Appeals.”

<b>Type of Notice or Extension</b>	<b>Timing</b>
If your claim is filed improperly, Health Alliance must notify you within:	3 days
If your claim is incomplete, Health Alliance must notify you within:	3 days
If you are notified that your claim is incomplete, you must then provide completed claim information to Health Alliance within:	45 days after receiving notice
<b>Health Alliance must notify you of the Claim determination (whether adverse or not):</b>	
if the initial claim is complete within:	15 days
after receiving the completed claim (if the initial claim is incomplete), within:	30 days
if you require post-stabilization care after an Emergency within:	the time appropriate to the circumstance not to exceed one hour after the time of request

**Expedited Medical Necessity Review**

You, your authorized representative, Physician or other healthcare Provider may request an appeal for denial of Urgent Care services that require Prior Authorization. A Clinical Peer not involved in the original decision to deny coverage of healthcare services will review the appeal. Health Alliance will make a decision and notify you, your authorized representative, Physician and any other healthcare Provider who recommended services by telephone within 24 hours of receipt of all requested information, but no later than 48 hours after receipt of the request for an appeal. Health Alliance will provide written notification within three days of the decision.

If the appeal of your Prior Authorization request is denied you have the right to request that decision be reviewed by an independent review organization not associated with Health Alliance by submitting a written request for an external review to the Illinois Department of Insurance; see “External Review of Appeals.” If you have a medical

condition where the timeframe for completion of a standard external review would jeopardize your life, your health or your ability to regain maximum function, an expedited external review may be requested. If the requested healthcare services are denied and the denial concerns an emergency admission, availability of care, continued stay or healthcare service and you have not been discharged from the facility, you may request an expedited external review. If the denial of coverage is based on the determination that the requested service or treatment is experimental or investigational and your healthcare Provider certifies in writing that the service or treatment would be significantly less effective if not promptly initiated, you may request an expedited external review; see “External Review of Appeals” and “Expedited Medical Necessity Review.”

If your Prior Authorization request for Urgent Care is denied, you have the right to request an expedited internal appeal of the denial. If your Physician or other healthcare Provider believes that the denial of coverage of healthcare services or the timeframe for completion of an expedited internal review would jeopardize your life, your health or your ability to regain maximum function, you have the right to request an expedited review by an independent review organization. If your Prior Authorization request is denied due to treatment being experimental or investigational and your Physician certifies in writing that treatment would be significantly less effective if not promptly initiated, you may request an expedited external review of the denial at the same time you request an expedited internal appeal of the denial.

Type of Notice or Extension	Timing
If your claim is incomplete, Health Alliance must notify you within:	24 hours
If you are notified that your claim is incomplete, you must then provide completed claim information to Health Alliance within:	48 hours
<b>Health Alliance must notify you of the Claim determination (whether adverse or not):</b>	
if the initial claim is complete as soon as possible (taking into account medical emergencies), but no later than:	72 hours
after receiving the completed claim (if the initial claim is incomplete), within:	24 hours

### External Review of Appeals

For denials made on the basis of Medical Necessity, appropriateness, healthcare setting, level of care or effectiveness, you, your authorized representative, your Physician or other healthcare Provider or attorney may request an external review by an independent review organization, not associated with Health Alliance, if you are not satisfied with Health Alliance’s resolution of the denial of coverage for healthcare services. This can be done by submitting a written request to the Illinois Department of Insurance. The party requesting the external review may contact the Illinois Department of Insurance at 1-877-850-4740.

You may contact the Illinois Department of Insurance, Office of Consumer Health Insurance (OCHI), External Review Unit at 320 W. Washington St., 4<sup>th</sup> Floor, Springfield, Illinois 62727-0001 or at 122 S. Michigan Ave., 19<sup>th</sup> Floor, Chicago, Illinois 60603; toll free at 1-877-850-4740; via fax at 1-217-557-8495; by email at [doi.externalreview@illinois.gov](mailto:doi.externalreview@illinois.gov) or online at [insurance.illinois.gov/ExternalReview/ExternalReviewMain.html](http://insurance.illinois.gov/ExternalReview/ExternalReviewMain.html).

Except in the case of an expedited review at the initial urgent Prior Authorization request denial; see “Prior Authorization,” you must exhaust the internal review process before a request for an external review can be made.

You will also be considered to have exhausted the internal review process if:

- You have not received our written decision on your internal appeal within 30 days or 60 days if it involves a retrospective appeal; see “Appeals” and “Medical Necessity, Appropriateness, Healthcare Setting, Level of Care or Effectiveness Review;”
- You have not received our written decision on your expedited internal appeal within 48 hours; see “Appeals” and “Expedited Medical Necessity Review;” or
- Health Alliance agrees to waive the internal review exhaustion requirement.

**Medical Necessity, Appropriateness, Healthcare Setting, Level of Care or Effectiveness Review**

A written request for external review may be submitted within four (4) months after receipt of notification that your appeal for approval of coverage of healthcare services has been denied. Assignment of an independent review organization will be made within five (5) business days of determining your request is eligible for an external review. The independent reviewer will make a decision within five (5) days, but in no event later than 45 days after receipt of all necessary information and provide written notification of its decision to all parties involved in the appeal.

<b>Type of Notice or Extension</b>	<b>Timing</b>
If your Prior Authorization request or the appeal for approval of coverage is denied, you must submit your request for external review within:	4 months
If it is determined that your request is ineligible for an external review, Health Alliance will notify you why your request is ineligible or incomplete within:	1 business day
The Department of Insurance will assign an independent review organization after determining your request is eligible within:	1 business day
You and your authorized representative must provide any additional information to the independent review organization from the date you receive notice within:	5 business days
<b>Illinois Department of Insurance must notify you of the external review determination within:</b>	1 business day

**Expedited Medical Necessity Review**

An expedited external review may be requested orally or in writing if you, your Physician or other healthcare Provider involved in the appeal believe that the denial of coverage of healthcare services or a standard external review would jeopardize your life, your health or your ability to regain maximum function.

After determining that the request is eligible for external review, Illinois Department of Insurance will immediately assign an independent review organization (IRO) to conduct the review. The IRO will make a decision no later than two business days after receipt of the required information and provide written notification of its decision to all parties involved in the appeal.

An expedited external review is not available for review of denials for healthcare services that have already been provided.

<b>Type of Notice or Extension</b>	<b>Timing</b>
The health carrier shall notify the Director, the Member, and if applicable, the Member's authorized representative of the requests eligibility for external review within:	Immediately
Upon determining the request is eligible for external review, the Director will assign an IRO within:	Immediately
The health carrier shall provide all necessary documents and information for consideration to the IRO within:	24 Hours of notification of assignment of IRO
The IRO will provide their decision to the Director, the health carrier and you within:	As expeditiously as the condition or circumstances require by no more than 72 hours of the review request
If IRO notice was not provided in writing then IRO will provide written confirmation of their decision within:	48 Hours provide notice of their decision

### **Eligibility Appeals**

The Health Insurance Marketplace is responsible for all eligibility decisions. Appeals related to Plan Effective Dates, termination dates or your ability to be or stay enrolled in this Plan should be filed with the Health Insurance Marketplace. Please contact the Health Insurance Marketplace at 1-855-923-4633 or [healthcare.gov](http://healthcare.gov) for more information about this process.

### **External Review for Mental, Emotional, Nervous, or Substance Abuse Disorders or Conditions**

An expedited external review may not occur if the substance use disorder treatment Provider or facility determines that continued treatment is no longer Medically Necessary.

If an expedited external review request meets the criteria of the Health Carrier External Review Act, an independent review organization shall make a final determination of Medical Necessity within 72 hours. If an independent review organization upholds an adverse determination, an insurer shall remain responsible to provide coverage of benefits through the day following the determination of the independent review organization.

Request for External Review – To exercise your right to an external review by an independent review organization, please complete the attached form and send your request for external review to:

Illinois Department of Insurance Office of Consumer Health Information

External Review Unit

320 W. Washington St.

4th Floor,

Springfield, IL 62767

(877) 850-4740 toll-free phone

(217) 557-8495 fax number

[Doi.externalreview@illinois.gov](mailto:Doi.externalreview@illinois.gov) email address

[mc.insurance.illinois.gov/messagecenter.nsf](http://mc.insurance.illinois.gov/messagecenter.nsf)

### **COMPLAINTS**

If you have a complaint about any medical or administrative matter connected with Health Alliance services that is not resolved by your Physician, clinic or Hospital personnel, call Health Alliance at the number listed on the back of your Health Alliance Identification Card or write to Health Alliance Medical Plans, Inc., 3310 Fields South Drive, Champaign, Illinois 61822.

You may file a complaint with the Illinois Department of Insurance, Office of Consumer Health Insurance, 320 W. Washington St., 4<sup>th</sup> Floor, Springfield, Illinois 62767 or with the Illinois Department of Insurance, 122 S. Michigan Ave., 19<sup>th</sup> Floor, Chicago, Illinois 60603. You may also contact the Department of Insurance at 1-877-527-9431, by fax at 1-217-558-2083, via email [consumer\\_complaints@ins.state.il.us](mailto:consumer_complaints@ins.state.il.us) or online at [mc.insurance.illinois.gov/messagecenter.nsf](http://mc.insurance.illinois.gov/messagecenter.nsf).

## TERMINATION

The Health Insurance Marketplace determines all eligibility and must be contacted to terminate this Policy. If you are receiving an Advanced Premium Tax Credit, then you may terminate this Policy by giving notice to the Health Insurance Marketplace. All rights to benefits and services will cease as of the effective date of termination.

Health Alliance and the Health Insurance Marketplace may terminate your benefits and cancel this Policy immediately for any of the following reasons:

- The Health Alliance Identification Card is provided for use by any person not eligible for covered services under this Policy.
- You no longer live in the Service Area.
- Failure to pay the required premium under the “Premiums” section of this Policy, subject to the grace period.
- You enroll in another Health Alliance individual health insurance plan.
- You are no longer eligible for a qualified health plan within the Health Insurance Marketplace.

If the age or tobacco status of the insured has been misstated, premiums will be adjusted back to the Effective Date of the Policy and the Member will be responsible for adjusted premiums.

Health Alliance and the Health Insurance Marketplace reserve the right to not renew or to discontinue coverage under this Policy for one or more of the following reasons:

- Non-payment of premium, which includes payments not made in a timely manner.
- Acts of fraud or any material intentional misrepresentation.
- You no longer live within the Service Area.
- Health Alliance ceases to offer coverage or a qualified health plan in the market.
- Any other reason allowed by state or federal law.

Health Alliance and the Health Insurance Marketplace may terminate your rights and the rights of any covered Dependent and cancel this Policy as of your Effective Date if any material information has been withheld or omitted and thereafter such information is discovered by Health Alliance or the Health Insurance Marketplace. Any such Member, or responsible parent or guardian in the case of a minor, shall be required to reimburse Health Alliance for any and all sums expended on his or her behalf for healthcare services from the Effective Date of coverage to the date of termination, together with reasonable attorneys’ fees and expenses incurred in collection of such sums. You will be provided at least 30 days written advanced notice before Your Policy is rescinded. You have the right to appeal any such rescission.

If a Member is not eligible for coverage under the Plan and the information has been withheld or omitted (which would constitute fraud or intentional misrepresentation of information), and Providers have been reimbursed for services and supplies on behalf of the Member, any such Member, or responsible parent or guardian in case of a minor, is required to reimburse Health Alliance for any and all sums paid on his or her behalf for healthcare services, along with any reasonable attorneys’ fees and expenses incurred in collection of such sums.

Coverage of a Dependent child will terminate on the last day of the month in which the Dependent reaches the Limiting Age.

If the child is incapable of self-sustaining employment by reason of an apparent Disabled condition and the child is dependent on his or her parent or other care Providers for lifetime care and supervision, the child will continue to be covered as a Dependent child for the duration of the disability and dependency.

A Legal Spouse whose coverage as a Dependent would cease due to divorce or the death of the Policyholder has the option of converting to his or her own individual Policy without a lapse in coverage if the individual lives in the Service Area. To apply for coverage, the individual must contact the Health Insurance Marketplace. If the application is not received within 60 days following issuance of the divorce decree or the death of the Policyholder, the individual may reapply for coverage, if eligible for a qualifying event or during the Open Enrollment Period.

A child whose coverage as a Dependent would cease upon reaching the Limiting Age has the option of converting to his or her own individual Policy without a lapse in coverage if the individual lives in the Service Area. To apply for coverage, the individual must contact the Health Insurance Marketplace. If the application is not received within 60 days prior to the termination of the Policy, the individual may reapply for coverage, if eligible for a qualifying event or during the Open Enrollment Period.

Coverage for healthcare services under this Policy will terminate at 11:59 p.m. on the effective date of termination of this Policy. The obligation of Health Alliance under this Policy is limited to arranging for the provision of the healthcare services stated in this Policy up to the effective date of termination. Health Alliance will not be liable for arranging for the provision of, or reimbursement for the provision of, covered healthcare services after the effective date of termination. "Effective date of termination," for the purposes of this section, will mean the date Health Alliance has the right to terminate this Policy according to the terms and conditions of this Policy or the date you no longer meet the eligibility requirements set forth in the "Eligibility, Enrollment and Effective Date of Coverage" section of this Policy.

## **COORDINATION OF BENEFITS**

This coordination of benefits (COB) provision applies when you or your covered Dependent have healthcare coverage under more than one plan. When you are covered by two or more health plans, benefits provided by the other plan will be coordinated with those provided by this Plan.

### **Definitions**

1. A "Plan" is any of the following that provides benefits or services for medical or dental care or treatment. However, if separate contracts are used to provide coordinated coverages for Members of an Employer Group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - "Plan" includes: Employer Group insurance, closed panel or other forms of Employer Group or Employer Group-type coverage (whether insured or uninsured), individual or family insurance, closed panel or other individual coverage, medical care components of Employer Group long-term care contracts, such as skilled nursing care; medical benefits under Employer Group or individual automobile contracts, no-fault automobile insurance (by whatever name it is called) and Medicare or other governmental benefits, as permitted by law.
  - "Plan" does not include: Hospital indemnity insurance, school accident type coverage, benefits for non-medical components of Employer Group long-term care policies, and Medicare supplement policies, Medicaid policies and coverage under other governmental plans, unless permitted by law.
2. The "Order of Benefit Determination Rules" determine whether this Plan is a "primary plan" or "secondary plan" when compared to another plan covering the person.
  - When this Plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits.
  - When this Plan is secondary, its benefits are determined after those of another plan and may be reduced because of the primary plan's benefits.



- When there are more than two health plans covering the person, the Plan may be primary as to one or more of the other health plans and secondary to different health plan(s).
3. “Allowable Expense” means a healthcare service or expense of a similar service or expense to which COB applies, including Copayments, Coinsurance and Deductibles, that is covered at least in part by any of the plans covering the person. When a plan provides benefits in the form of services (for example, an HMO), the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense or service that is not covered by any of the plans is not an allowable expense. The following are examples of expenses or services that are not allowable expenses:
    - If a Member is confined in a private Hospital room, the difference between the cost of a semi-private room in the Hospital and the private room is not an allowable expense (unless the patient’s stay in a private Hospital room is Medically Necessary in terms of generally accepted medical practice, or one of the plans provides coverage for private Hospital rooms).
    - If a person is covered under two or more plans that compute their benefit payments on the basis of Usual, Customary and Reasonable fees, any amount in excess of the highest of the Usual, Customary and Reasonable fee for a specific benefit is not an allowable expense.
    - If a person is covered under two or more plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees is not an allowable expense.
    - If a person is covered by one plan that calculates its benefits or services on the basis of Usual, Customary and Reasonable fees and another plan that provides its benefits or services on the basis of a negotiated fee, the primary plan’s payment arrangement shall be the allowable expense for all plans.
    - The amount a benefit is reduced by the primary plan because a Member does not comply with the plan provisions is not an allowable expense. Examples of these provisions are second surgical opinions, Prior Authorization or when the Member has a lower benefit because he or she did not use a Participating Provider.
  4. “Claim Determination Period” means a Benefit Year. However, it does not include any part of a year during which a person has no coverage under this Plan, or before the date this COB provision or a similar provision takes effect.
  5. “Closed Panel Plan” is a plan that provides health benefits to Members primarily in the form of services through a panel of Providers who have contracted with Health Alliance, and that limits or excludes benefits for services provided by other Providers, except in cases of an Emergency Medical Condition or referral by a Provider on the panel.
  6. “Custodial Parent” means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one-half of the calendar year without regard to any temporary visitation.

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

This Plan determines its order of benefits using the first of the following rules that applies:

1. A plan with no provision for coordination with other benefits is considered to pay its benefits before a plan that contains such a provision.
2. **Non-Dependent/Dependent.** The benefits of the plan that covers the person as an employee or Member (that is, other than as a Dependent) are determined before those of the plan that covers the person as a Dependent.
3. **Dependent Child/Parents Not Legally Separated or Divorced.** Except as stated in (4) below, when this Plan and another plan cover the same child as a Dependent of different persons, called “parents”:
  - The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in the year.

- If both parents have the same birthday, the benefits of the plan that covered one parent longer are determined before those of the plan that covered the other parent for a shorter period of time.

4. **Dependent Child/Parents Legally Separated or Divorced.** If two or more plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

- The plan of the parent with custody of the child.
- The plan of the Legal Spouse of the parent with custody of the child.
- The plan of the parent who does not have custody of the child.
- The plan of the Spouse of the parent who does not have custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for healthcare expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent will be the secondary plan. This paragraph does not apply to any claim determination period or Benefit Year when any benefits are actually paid or provided before the entity has the actual knowledge.

5. **Dependent Child/Joint Custody.** If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the healthcare expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) above.

6. **Dependent Adult.** If a married Dependent has his or her own coverage as a dependent under a Spouse's plan and has coverage as a Dependent under either or both parent's plan, the plans covering the Dependent will follow the order of benefit determination rules outlined in (9) below.

- In the event that the Dependent's coverage under the Spouse plan began on the same date as the Dependent's coverage under either or both parent's plans, the plans covering the Dependent will follow the order of benefit determination rules outlined in (3) above.

7. **Active/Inactive Employee.** The benefits of a plan that covers a person as an employee who is neither laid off nor retired (or as the employee's Dependent) are determined before those of a plan that covers that person as a laid off or retired (or as that employee's Dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this requirement will be ignored.

8. **Continuation Coverage.** If a person whose coverage is provided by a federal or state law right of continuation is also covered by another plan, the following will be the order of benefit determination:

- The benefits of the plan covering the person as a Member, or as that person's Dependent, will pay first.
- The benefits of the plan providing continuation coverage will pay second.

If the other plan does not contain the order of benefits determination described within this subsection, and if, as a result, the plans do not agree on the order of benefits, this requirement will be ignored.

9. **Longer/Shorter Length of Coverage.** If none of the above rules determine the order of benefits, the benefits of the plan that covered an employee or Member longer are determined before those of the plan that covered that person for the shorter term.

10. If none of the previously discussed rules apply, then the plans are to share the allowable expense equally.

Health Alliance will have the right to release and obtain from any Physician, other medical professional, insurance company or other person or organization, any claim information (including copies of records) to pay to any other organization any amount determined to be warranted by this Policy. Health Alliance may recover any overpayment,

which may have been made to any person, insurance company or organization under the provisions of this section. Each Member claiming benefits by this Policy must give Health Alliance any information it needs to pay the claim.

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

When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a claim determination period are not more than 100% of total allowable expenses. Each benefit is reduced in proportion and then charged against any applicable benefit limit of this Plan.

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

Certain facts about healthcare coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. Health Alliance may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. Health Alliance need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give Health Alliance any facts it needs to apply those rules and determine benefits payable. You must fill out the requested form in writing and return via mail to Health Alliance Medical Plans 3310 Fields South Drive, Champaign, Illinois 61822 or by fax to our Recovery Department at 217-902-9786. If no response is received within 45 days from the request, claims may not be considered for payment.

Health Alliance may also request updated information from you annually or when information is received that indicates a change from the information we have on file to verify or update your Coordination of Benefits information. You must fill out the requested form in writing and return via mail to Health Alliance Medical Plans 3310 Fields South Drive, Champaign, Illinois 61822 or by fax to our Recovery Department at 217-902-9786. If no response is received within 45 days from the receipt of the request, claims may not be considered for payment.

### **Facility of Payment**

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

## **RIGHT OF REIMBURSEMENT**

If a Member recovers expenses for sickness or Injury that occurred due to the negligence of a third party the Plan shall have the right to first reimbursement for all benefits paid by the Plan from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by the Member, Member’s parents, if the Member is a minor, or Member’s legal representative as a result of that sickness or Injury.

You are required to furnish any information or assistance or provide any documents that the Plan may reasonably require in order to exercise its rights under this provision. This provision applies whether or not the third party admits liability.

Health Alliance may also request information from you based on claims or other information received to verify Third Party Liability information or to verify if a Third Party is involved. You must fill out the requested form in writing and return via mail to Health Alliance Medical Plans 3310 Fields South Drive, Champaign, Illinois 61822 or by fax to our Recovery Department at 217-902-9786. If no response is received within 45 days from the request, claims may not be considered for payment.

## **SUBROGATION**

The Plan is assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits paid by the Plan for that sickness or Injury. You are required to furnish any information or assistance or

provide any documents that the Plan may reasonably require in order to obtain its rights under this provision. This provision applies whether or not the third party admits liability. Health Alliance may also request information from you based on claims or other information received if a third party is involved. If no response is received within 45 days from the receipt of the request, claims may not be considered for payment.

## **PRIVACY AND CONFIDENTIALITY**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) together with the Standards for Privacy of Individually Identifiable Health Information aim to safeguard the confidentiality of private information and protect the integrity of healthcare data.

### **Use of Information**

Protected Health Information is used in the normal course of business for underwriting and establishing premiums, processing claims, informing you of your benefits and encouraging participation in health promotion programs. Other ways this information is used includes:

- Providing membership rosters to healthcare Providers
- Corresponding with you
- Participating in accreditation, auditing and quality improvement activities
- Participating in disease management studies to improve healthcare
- Providing you with healthcare reminders
- Conducting utilization review, reporting and other medical management activities
- Investigating complaints and appeals
- Establishing and maintaining proper records
- Billing and collection activities
- Fulfilling requests for information about services and benefits

### **Disclosure of Information**

Nonpublic personal and Protected Health Information is disclosed under the following circumstances:

- To you or your authorized representative
- To another party with your signed authorization
- For Plan administration (healthcare operations and payment)
- To persons or companies that perform healthcare operations on behalf of Health Alliance
- Specific information that you agree to disclose (you will be given the opportunity to object)
- Information that has been de-identified (you cannot be identified in the information disclosed)
- Sharing information with government agencies as required by applicable state and federal laws

Health Alliance has policies and procedures in place to protect the confidentiality of your information. All persons or companies acting with Health Alliance or on behalf of Health Alliance are contractually obligated to keep the information confidential and use it only to carry out the services they are contracted to provide. Health Alliance participates in organized healthcare arrangements with: Carle and its affiliates; OSF, Springfield Clinic and Memorial Hospital.

### **Your Rights**

Under the privacy regulations, you are granted the following rights with respect to your Protected Health Information:

- Right to access your own Protected Health Information
- Right to amend or correct Protected Health Information that is inaccurate or incomplete
- Right to obtain an accounting of disclosures of your Protected Health Information
- Right to request additional restrictions on the use and disclosure of your Protected Health Information
- Right to complain about our privacy practices

- Right to receive a written privacy notice that explains your rights in further detail

## **GENERAL PROVISIONS**

### **Clerical Error**

Clerical error in quoting benefits or in processing or maintaining any record pertaining to the coverage under this Policy will not invalidate coverage otherwise validly in force or reinstate coverage otherwise validly terminated.

### **Extension of Benefits in the Case of Total Disability**

In the event of total disability, if this Policy is terminated and replacement coverage is not available, then this Plan will continue to provide benefits according to the Policy and the benefit levels specified on the Description of Coverage and/or the SBC until the first one of the following occurs: twelve months following the effective date of termination, the date the maximum benefit reached or the end of total disability.

### **Genetic Information**

Health Alliance does not use any information derived from genetic testing, and prohibits the use of such information, to make any delivery, issuance, renewal or claims payment decisions.

### **Health Alliance Identification Card**

The Health Alliance Identification Cards issued to you pursuant to this Policy are for identification only. Possession of a Health Alliance Identification Card confers no right to services or other benefits under this Policy. To be entitled to such services or benefits, the holder of the card must, in fact, be a Member on whose behalf all applicable premiums under this Policy have actually been paid.

### **Hospitalized on Effective Date**

If on your Effective Date under the Plan, you or any of your covered Dependents are inpatient in a Hospital, you are required to notify the Plan at the number on the back of your Health Alliance Identification Card within 48 hours of the Effective Date or as soon as reasonably possible. Medically Necessary charges incurred on or after your Effective Date will be covered by the Plan. Charges incurred prior to 12:01 a.m. of your Effective Date will not be covered by the Plan.

### **Legal Action**

No legal action shall be brought to recover on this Policy before 60 days after written proof of loss has been furnished. No legal action shall be brought to recover on this Policy more than three years after the time that written proof of loss was furnished.

### **Medicare Eligible Beneficiaries**

The federal “Medicare Secondary Payor” (MSP) laws regulate how health plans may offer healthcare coverage to Medicare-eligible employees and Dependents. Under the MSP laws, Medicare generally pays primary to the individual healthcare coverage provided under this Policy. In the event you or one of your Dependents become eligible for Medicare, or your current Medicare status has terminated or changed while you are an active Member of this plan, you must notify Health Alliance promptly to ensure timely claims payment.

For a Medicare-eligible Member to obtain the greatest level of benefit, a Medicare-eligible Member should:

- Enroll in Part A and Part B of Medicare.
- Obtain needed healthcare services and items from Providers according to the terms and conditions of this Policy. For services received from Providers, this Plan will cover any applicable Medicare deductible and coinsurance amounts, as well as any services and items described in the “What is Covered” section that Medicare does not cover.
- Assign his or her claim for Medicare benefits to the Provider. For services received from Providers, this Plan will cover any applicable Medicare deductible and coinsurance amounts, as well as any services and items described in the “What is Covered” section that Medicare does not cover.

If you do not enroll in Part B of Medicare, you will be responsible for the portion of the bills that Medicare would have allowed under Part B coverage.

We encourage you to call the number on the back of your Health Alliance Identification Card to speak with one of our Customer Service Representatives with any questions about the benefits available and how to obtain them.

The benefits of this Plan for Medicare-Eligible Beneficiaries do not include payment for services and items to the extent Medicare payment is available or would be available for such services or items if the Member enrolled in Medicare and made a proper claim for Medicare payment. Refer to “Medicare Benefits” under the “What is Not Covered” section for this exclusion, and to the “Terms” section for the definition of Medicare-Eligible Beneficiary.

Members may not be enrolled in Medicare and a qualified high deductible health plan to be paired with a health savings account (HSA).

### **New Medical Technologies**

To keep pace with technology changes and your equitable access to safe and effective care, Health Alliance has established policies and procedures to evaluate new developments in medical technology and its applicability to benefit changes. Professionals with the expertise related to new medical procedures, pharmacological treatments and devices participate in the evaluation of each new technology and the creation of criteria for its applications.

### **Non-Discrimination**

Health Alliance does not make or permit unfair discrimination between Members or potential Members who have like insuring, risk and other factors and elements. Health Alliance will not refuse to issue or cancel any contract, notices of proposed insurance or decline renewal to such contract because of race, color, national origin, age, disability, sex, sexual preference, sexual orientation, gender identity, marital status or health or treatment status of the Member or any potential Member.

### **Notices**

Any notice to be given to you under the terms of this Policy by Health Alliance will be in writing and may be affected by deposit in any post office in the United States addressed to your most recent address shown in the records of Health Alliance. Any notice to be given under the terms of this Policy to Health Alliance will be in writing and may be affected by deposit in any post office in the United States addressed to Health Alliance Medical Plans, Inc., 3310 Fields South Drive, Champaign, Illinois 61822. All notices given in the manner provided for in this section will be deemed to have been received by the party to whom it was addressed five business days after deposit in said post office.

You may notify us of a change of address by calling Health Alliance at the number listed on the back of your Health Alliance Identification Card or by sending the change of address information to the Membership Department, Health Alliance Medical Plans, 3310 Fields South Drive, Champaign, Illinois 61822. You will also be required to make the address change with the Health Insurance Marketplace.

### **Payment of Claims**

The Plan pays benefits or assigns payment of benefits to the healthcare Provider unless you advise Health Alliance otherwise by the time the claim is submitted for payment. If services are received outside of your network, or outside of the United States, you may be required to pay the Provider at the time services are received, and submit an itemized statement to Health Alliance for reimbursement. You may also be required to submit any payment due by Health Alliance to the Provider. In situations where a monetary conversion is required, conversion will be based on the rate that was in effect on the date of discharge by the Provider or facility. Any claim for reimbursement or bills for covered healthcare services must be submitted within 20 days, but no later than 90 days or as soon thereafter as reasonably possible after the occurrence or commencement of any loss covered by the Policy. Notice given by or on behalf of the insured or the beneficiary, designated by the insured, to Health Alliance at the address listed below, via electronic claims billing, or to any authorized agent of the company, with information sufficient to identify the insured, shall be deemed notice to the company.

All claims should be submitted to:

Claims Department  
Health Alliance Medical Plans, Inc.  
3310 Fields South Drive  
Champaign, IL 61822

The company, upon receipt of a notice of a claim, will furnish to the claimant such claims forms, as requested, within 15 days of this notice or request. If after 15 days, the forms are not furnished, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting their initial notice and as long as proof of notice was within the timeframes listed in this section. Health Alliance also accepts itemized bills in lieu of completed claim forms from Non-Participating Providers.

The Plan is not responsible for any claims or bills submitted more than one year after the provision or initiation of the service to which the claim or bill relates. Health Alliance will notify you and your Provider if additional information is needed to process your claim. You, your authorized representative or Provider have 45 days from the receipt of the notice to provide the requested information. The Claim may not be considered for payment if the requested information is not received within the timeframe given to provide the information.

Unless Health Alliance receives prior written instruction from you, any healthcare benefits unpaid at your death will be paid to the healthcare Provider rendering the service for which benefits are due or reimbursed to your estate. If benefits payable is \$1,000 or less, Health Alliance may pay someone related to you by blood or marriage that Health Alliance considers to be entitled to the benefits. Health Alliance will be relieved of further obligation as to this benefit payment when made by Health Alliance in good faith.

**FRAUD WARNING:** Any person who, with intent to defraud or knowing that they are facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties.

### **Physical Examination**

Health Alliance has the right, at its expense, to request that you have a physical examination performed by a Physician when and as often as it may be reasonably required while a claim is pending or open.

### **Proof of Loss**

Written proof of loss must be furnished to Health Alliance when there is a claim for which this Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which Health Alliance is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence or legal capacity, later than one year from the time proof is otherwise required.

### **Pro-Rata Refund**

In the event of the death of the Policyholder, Health Alliance will, upon receipt of notice of the Policyholder's death and a request for a pro-rata refund, supported by a valid death certificate supplied by a party entitled to claim such refund, shall refund the unearned premium pro-rated to the month of the Policyholder's death. Refund of the premium and termination of the coverage shall be without prejudice to any claim originating prior to the date of the Policyholder's death. Coverage of persons insured under the same Policy other than the Policyholder shall not be affected by the premium refund provided for in this section, nor shall the obligation of such other insureds to pay required premiums be diminished pursuant to this section.

**Time Limit on Certain Defenses**

No misstatements, except intentional fraudulent misstatements, made in the application for this Policy will be used to void this contract or to deny a claim for loss incurred after two years from the Effective Date of coverage. This provision does not include intentional fraudulent misstatements.

**Timely Payment of Claims**

All benefits due will be paid upon receipt of proof of loss. If you need any forms or information from Health Alliance for claims submission, Health Alliance will notify you or send you the information upon request within 15 business days. We will notify you within 30 days if additional information is needed. If payment is delayed more than 30 days after all necessary information regarding the claim has been received, we will pay 9% interest on benefits due.

**Other Provisions**

The obligation of Health Alliance is limited to furnishing healthcare coverage to Members through contracts with such Providers of care. Health Alliance is not liable, in any event, for any act or omission of the professional personnel of any medical group, Hospital or other Provider of services to Members.

The healthcare coverage provided for in this Policy is not transferable to another party by any Member.

If an Illinois Member is activated for military service and the Member and his or her Dependents become eligible for a federal government sponsored health program, including Tri-Care, they shall not be denied reinstatement of the same individual Plan coverage if they lose their federal government sponsored health program due to deactivation. Except in the case of birth or adoption that occurs during the lapse in individual coverage, the reinstatement must be into the same individual coverage held previously or at a higher Deductible level as decided by the Member. This reinstatement is not available to those deactivated or discharged dishonorably.

The Member must notify the Health Insurance Marketplace of his or her loss of federal government health program coverage within 63 days of the later of his or her deactivation or loss of coverage

The Health Insurance Marketplace may request proof of loss of coverage including the date of loss, to determine eligibility. If there are any outstanding premiums, Health Alliance may require an advance payment of any overdue premiums prior to reinstatement. Individuals discharged under other than honorable conditions aren't eligible for guaranteed reinstatement.

In the event Health Alliance modifies or chooses to no longer offer this Plan to Members, you will be notified 90 days prior to the discontinuation of the Plan and another option to purchase another individual Plan that is being offered at that time.

In the event Health Alliance modifies or chooses to no longer offer any Plan in the individual market, then notification would be made to the Department of Insurance 180 days prior to discontinuation of our individual products.

The insured has a right to designate a beneficiary. The consent of the beneficiary or beneficiaries shall not be required for surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**TERMS**

Capitalized terms used throughout this Policy are defined in this section.

**Acute Treatment Services**

24-hour medically supervised addiction treatment that provides evaluation and withdrawal management and may include biopsychosocial assessment, individual and group counseling, psychoeducational groups, and discharge planning.



**Approved Clinical Trials**

A phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and is approved or funded by a federally funded trial or a qualified non-governmental research entity identified in the guidelines issues by the National Institutes of Health for center support grants.

**Artificial Insemination (AI)**

The introduction of sperm into a woman's vagina or uterus by noncoital methods, for the purpose of conception.

**Assisted Reproductive Technologies (ART)**

The treatments and/or procedures in which the human Oocytes and/or sperm are retrieved and the human Oocytes and/or Embryos are manipulated in the laboratory. ART shall include prescription drug therapy used during the cycle in which an Oocyte Retrieval is performed.

**Basic Healthcare Services**

Emergency care, inpatient Hospital and Physician care, Outpatient medical services, Mental Health Care and Substance Use Disorder treatment.

**Benefit Year**

The year on which the plan's annual benefits are calculated. Benefits for this plan run on a calendar year.

**Breast Tomosynthesis**

A radiologic procedure that involves the acquisition of projection images over the stationary breast to produce cross-sectional digital three-dimensional images of the breast.

**Cardiac Rehabilitation**

A medically supervised program that helps improve the health and well-being of people who have heart problems. Rehab programs include exercise training, education on heart healthy living, and counseling to reduce stress and help you return to an active life. There are different phases in cardiac rehabilitation care; see "Cardiac Rehabilitation" under the "What is Covered" section of this Policy.

Phase I is part of the inpatient days spent while being treated and recovering from a cardiac condition.

Phase II is a comprehensive, long-term program that includes medical evaluation, prescribed exercise, cardiac risk factor modification, education, and counseling. Phase II refers to Outpatient, medically supervised programs that are typically initiated one to three weeks after hospital discharge and that provide appropriate electrocardiographic monitoring.

Phase III involves Members who no longer need medical supervision while exercising. These Members may embark on a long-term program of exercise and health maintenance. Such programs are usually undertaken at home or in a fitness center.

**Civil Union**

A legally recognized relationship between two adults, either of the same or different sex, which provides the benefits and protection under the laws of the state where the covered Member lives.

**Clinical Peer**

A healthcare professional who is in the same profession and the same or similar specialty as the healthcare Provider who typically manages the medical condition, procedures or treatment under review.

**Clinical Stabilization Services**

24-hour treatment, usually following acute treatment services for substance abuse, which may include intensive education and counseling regarding the nature of addiction and its consequences, relapse prevention, outreach to

families and significant others, and aftercare planning for individuals beginning to engage in recovery from addiction.

**Coinsurance**

A percentage of a charge you must pay directly to the Provider for services rendered to you by the Provider.

**Contraceptives**

Devices, drugs, procedures or other methods that are used with intention to prevent pregnancy or conception.

**Contract Year Maximum Benefits**

The maximum amount of visits per year that Health Alliance would cover for services. Services that have Contract Year Maximum Benefits are specified on the Description of Coverage in the Contract Year Maximum Benefits section.

**Copayment**

A specific dollar amount you must pay for certain covered services at the time and place you receive such services.

**Creditable Coverage**

Coverage you have had prior to enrolling in Health Alliance under any of the following:

- A Group health plan
- Health insurance coverage
- Part A or Part B of Title XVIII of the Social Security Act (Medicare)
- Title XIX of the Social Security Act (Public Aid/Medicaid)
- Chapter 55 of Title 10, United States Code (Armed Forces personnel)
- A medical care program of the Indian Health Service or of a tribal organization
- A state health benefit risk pool
- A health Plan offered under Chapter 89 of Title 5, United States Code (government organization and employees)
- A public health Plan
- A health benefit Plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e))
- S-CHIP (State Children's Health Insurance Program)
- Any healthcare coverage provided by a government entity, whether or not it qualifies as insurance coverage
- Coverage provided under a Plan established or maintained by a foreign country or political subdivision

If you or your covered Dependent(s) have a 63-day period in which you or your covered Dependent(s) were not covered under any of the above, the period preceding the 63-day period will not count as Creditable Coverage.

**Custodial Care**

Care furnished for the purpose of meeting Non-Medically Necessary personal needs that could be provided by persons without professional skills or training, such as assistance in walking, positioning, dressing, bathing, eating, preparation of special diets and taking medications.

**Deductible**

The amount you must pay before the Plan benefits begin. A new Deductible will apply each Benefit Year.

**Dependent**

A child or Legal Spouse of a Policyholder who meets the eligibility requirements of this Plan.

**Description of Coverage**

A Description of Coverage attached to this Policy that includes, but is not limited to Copayment, Coinsurance, Deductible amounts, benefit limitations and Out-of-Pocket Maximums.

**Disabled**

A Member who possesses a mental or physical condition that limits senses, movements, or activities.

**Donor**

An Oocyte Donor or sperm donor.

**Drug Formulary**

A listing of drugs that your Plan covers.

**Effective Date**

The date you and your covered Dependents are eligible for benefits under this Policy.

**Embryo**

A fertilized egg that has begun cell division and has completed the pre-embryonic stage.

**Embryo Transfer**

The placement of the pre-embryo into the uterus or, in the case of Zygote Intrafallopian Tube Transfer, into the fallopian tube.

**Emergency Medical Condition**

A medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson could reasonably expect the absence of medical attention to result in placing your health in serious jeopardy (or, with respect to a pregnant woman, the health of the woman or her unborn child), serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

**Emergency Services**

Services, including transportation but not limited to ambulance services, and inpatient and Outpatient services, available 24 hours a day, seven days a week, furnished by a Provider qualified to provide such services and needed to evaluate or stabilize an Emergency Medical Condition.

**Essential Health Benefits**

Benefits covered under the Policy in at least the following categories: ambulatory patient services, Emergency Services, hospitalization, maternity and Newborn care, mental health and Substance Use Disorder services, including behavioral health treatment, prescription drugs, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services, chronic disease management, and pediatric services, including oral and vision care. Such benefits shall be consistent with those set forth under the Patient Protection and Affordable Care Act of 2010 and any federal and/or state regulations issued pursuant thereto. Essential Health Benefits provided within your Policy are not subject to any annual dollar maximums.

**E-Visit**

Non face-to-face patient-initiated digital communications that require a clinical decision that otherwise typically would have been provided in the office.

**Extended Network Provider**

A Physician or Provider that has entered into a valid contract with Health Alliance, through a leased network arrangement, to provide healthcare services to Members. An Extended Network Provider is not responsible for obtaining Prior Authorization on your behalf.

**Family Coverage**

The healthcare services arranged for and provided to you and any of your Dependents under the terms and conditions of this Policy and for which the applicable premium has been paid to and received by Health Alliance.

**Formulary Drugs**

Drugs that are included in the list of medications your Plan covers.

**Gamete**

A reproductive cell. In a man, the Gametes are sperm. In a woman, the Gametes are eggs or ova.

**Gamete Intrafallopian Tube Transfer (GIFT)**

The direct transfer of a sperm/egg mixture into the fallopian tube. Fertilization takes place inside the tube.

**Genetic Testing**

An analysis of human DNA, RNA, chromosomes, proteins or metabolites, if the analysis detects genotypes, mutations or chromosomal changes. Genetic Testing does not include an analysis of proteins or metabolites that are directly related to a manifested disease, disorder or pathological condition.

**Habilitative Services**

Healthcare services, including occupational therapy, physical therapy, speech therapy, speech-language pathology, and other inpatient and Outpatient services, prescribed by a treating Physician pursuant to a treatment plan to enhance the Member's ability to function by helping Members learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age.

**Health Alliance Identification Card**

A card that is provided by Health Alliance to each Member upon enrollment. Replacement cards may be requested by contacting the Health Alliance Customer Service Department.

**Healthcare Professional**

A person who is licensed as a Physician, advanced practice registered nurse or Physician assistant.

**Health Insurance Marketplace**

A resource that helps individuals, families and small businesses learn about health insurance options, compare plans, choose plans and enroll in coverage. The Marketplace also provides information on programs that help people with low to moderate income and resources pay for coverage.

**Hospital**

An institution that meets the following requirements:

- It must provide medical and surgical care and treatment for acutely sick or injured persons on an inpatient basis.
- It must have diagnostic and therapeutic facilities.
- Care and treatment must be given by or supervised by Physicians. Day and night nursing services must also be given and must be supervised by a licensed nurse.
- It must not be operated by a national, provincial or state government.
- It must not be primarily a place of rest, a place for the aged or a nursing home.
- It must be licensed by the laws of the jurisdiction where it is located. It must be operated as a Hospital as defined by those laws.

**Individual Health Plan**

The program of healthcare benefits covered by this Individual Policy.

**Infertility**

The inability to conceive as an individual or with a partner without medical intervention, the inability to establish a pregnancy or to carry a pregnancy to live birth after 12 months of regular, unprotected sexual intercourse if the woman is under 35 years of age or after 6 months for women ages 35 years or older, the inability to conceive after an individual is diagnosed with a condition affecting fertility, or the inability to sustain a successful pregnancy. Experiencing a miscarriage does not restart the 6-month or 12-month term for determining infertility. In the event

a Physician determines a medical condition exists that renders conception impossible through Unprotected Sexual Intercourse, including but not limited to congenital absence of the uterus or ovaries, absence of the uterus or ovaries due to surgical removal because of a medical condition, or involuntary sterilization due to chemotherapy or radiation treatments, the one year requirement shall be waived.

**Injury**

Accidental physical harm to the body caused by unexpected external means.

**Intoxication**

Intoxication is defined and determined by the laws of the jurisdiction where the loss or cause of the loss was incurred.

**In Vitro Fertilization (IVF)**

A process in which an egg and sperm are combined in a laboratory dish where fertilization occurs. The fertilized and divided egg is then transferred into the woman's uterus.

**Legal Spouse**

The adult person whom the Policyholder is legally married to or is in a legally recognized Civil Union partnership with under the laws of the state where the covered Member lives. Health Alliance may require documentation of marriage or Civil Unions.

**Life-Threatening Disease or Condition**

Any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Limiting Age**

The age a child is no longer eligible for Dependent coverage on their parent's plan.

**Low Tubal Ovum Transfer**

The procedure in which Oocytes are transferred past a blocked or damaged section of the fallopian tube to an area closer to the uterus.

**Maximum Allowable Charge**

The maximum amount payable for a covered service and is based on 100% of Medicare's charges, including use of a Medicare gap-fill fee schedule, or the average discount Health Alliance has negotiated with Participating Providers. If the amount billed by a Non-Participating Provider is more than the Maximum Allowable Charge, you will be responsible for the difference between the Maximum Allowable Charge and the actual amount billed in addition to Copayments, Coinsurance and Deductibles. Amounts in excess of the Maximum Allowable Charges do not apply to your Plan Year Out-of-Pocket Maximum.

**Medical Director**

A licensed Physician employed or under contract with Health Alliance to provide services including but not limited to utilization management and quality assurance reviews.

**Medically Necessary (Medical Necessity)**

A service or supply that is required to identify or treat your condition and:

- Is appropriate and necessary for, and consistent with, the symptom or diagnosis and treatment or distinct improvement of an illness or Injury.
- Is adequate and essential for the evaluation or treatment of a disease, condition or illness.
- Can reasonably be expected to improve your condition or level of functioning.
- Conforms to standards of good medical practice, uniformly recognized and professionally endorsed by the general medical community at the time it is provided.
- Is not mainly for the convenience of you, a Physician or other Provider.

- Is the most appropriate medical service, supply or level of care that can safely be provided. When applied to inpatient care, it further means that your medical symptoms or condition require that the services cannot be safely provided to you as an Outpatient.

**Medicare-Eligible Beneficiary**

A Member who is eligible for Medicare due to age, disability or end-stage renal disease, whether or not the Member enrolls in Medicare. Medicare is the program established by Parts A and B of Title XVIII of the Social Security Act, as amended (42 U.S.C. 1395 et seq.).

**Member** (also referred to as “you” or “your” within this Policy)

A Policyholder or a covered Dependent who is entitled to benefits under the Plan.

**Mental Health Care**

Care for illnesses classified as disorders in the current *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association.

**Mid-Level Provider**

A healthcare professional, other than a Physician, who provides patient care in a collaborative practice under the supervision of a Physician.

**Naprapathic Services**

Covered services rendered by a licensed Naprapathic practitioner. Services are intended to restore structural balance or release tension using techniques such as the manipulation of connective tissues.

**National Drug Information Provider**

A company that establishes an industry level setting on medications. Information provided includes medication pricing, as well as which generics are only available from a single entity and therefore should be treated as a brand-name medication.

**Newborn**

An infant under 28 days old.

**Non-Formulary Drugs**

Drugs that are not included in the list of medications your plan covers.

**Non-Participating Provider (Non-Participating)**

A Physician, Provider or pharmacy that has not entered into a valid contract with Health Alliance to provide healthcare services to Members.

**Non-Preferred Drugs**

Formulary drugs for which a Member pays a higher cost share; these drugs usually have a lower cost Preferred Formulary alternative.

**Oocyte**

The female egg or ovum formed in an ovary.

**Oocyte Donor**

A woman determined by a Physician to be capable of donating eggs in accordance with the standards recommended by the American Society for Reproductive Medicine.

**Oocyte Retrieval**

The procedure by which eggs are obtained by inserting a needle into the ovarian follicle and removing the fluid and the egg by suction. This procedure is also called ova aspiration.

**Out-of-Pocket Maximum**

The maximum dollar amount you and/or your family will pay in accumulated Copayments, Coinsurance and/or Deductible amounts for Basic Healthcare Services during a Benefit Year. Amounts paid for non-covered healthcare services and certain other expenses will not apply to the Out-of-Pocket Maximum.

**Outpatient**

The care you or a Dependent receives in a Provider's office, the home, the Outpatient department of a Hospital or freestanding surgical center.

**Participating Provider (Participating)**

A Physician or Provider that has entered into a valid contract with Health Alliance to provide healthcare services to Members.

**Physician**

A person licensed to practice medicine in all of its branches under the applicable laws of the state within the United States where the services are provided.

**Plan**

The program of healthcare benefits covered by this Policy.

**Plan Year**

The 12-month period beginning and ending on the dates listed on your Summary of Benefits and Coverage (SBC).

**Plan Year Maximum Benefit**

The total benefits available for certain covered services during a Benefit Year for each Member.

**Policy**

The Indemnity Policy and the SBC that are issued to a Policyholder that describes the coverage provided by the Indemnity Policy under the Plan.

**Policyholder** (also referred to as "you" or "your" within this Policy)

An individual who lives in the Service Area and is enrolled in the Plan.

**Post-Stabilization Medical Services**

Services provided after an emergency medical treatment to a stabilized Member with the intent to maintain, improve or resolve his or her condition.

**Prior Authorization (Prior Authorized)**

A review by Health Alliance prior to receipt of services to determine and authorize the coverage level of Medically Necessary services for which the Plan will pay.

**Preferred Drugs**

Formulary drugs that are considered well suited for most Members.

**Prescription Refill Synchronization**

The allowance to refill one or more maintenance medication(s) on the same day to eliminate the need for multiple trips to the pharmacy for easier management of medications.

**Primary Medical Diagnosis**

The main condition or disease causing symptoms or requiring treatment. The first listed condition for treatment.

**Private Duty Nursing Service**

Skilled nursing services provided on a one-to-one basis by an actively practicing registered nurse (R.N.) or a licensed practical nurse (L.P.N.). Private Duty Nursing is typically shift nursing of eight hours or greater per day

and does not include nursing care of less than eight hours per day. Private Duty Nursing Service does not include Custodial Care Service.

### **Protected Health Information**

All individually identifiable health information maintained or transmitted by the Plan.

### **Provider**

A healthcare Provider (such as a Physician, Mid-Level Provider or Pharmacist), healthcare facility and/or corporation licensed under the applicable laws of the state within the United States where the services are provided.

### **Provider Network**

The listing of Physicians, healthcare facilities and other healthcare professionals that are Participating for your Plan. To obtain a listing of Providers in the Health Alliance Provider Network, please visit [HealthAlliance.org](http://HealthAlliance.org) or contact Health Alliance at the number on the back of your Health Alliance Identification Card.

### **Provider Directory**

A list of Participating Providers for your Plan and the area they serve.

### **Retrospective Review**

A review performed after a claim for benefits is received.

### **Regular Effective Date**

The Effective Date determined for special enrollment periods. If enrollment is requested within days 1 through 15 of the month, the Effective Date is the first day of the following month after the requested enrollment. If enrollment is requested days 16 through the end of the month, the Effective Date is the first day of the second following month after the requested enrollment.

### **Serious Mental Illness**

Illnesses classified as disorders in the current *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association. These include:

- Schizophrenia;
- Paranoid and other psychotic disorders;
- Bipolar disorders (hypomanic, manic, depressive, and mixed);
- Major depressive disorders (single episode or recurrent);
- Schizoaffective disorders (bipolar or depressive);
- Pervasive developmental disorders;
- Obsessive-compulsive disorders;
- Depression in childhood and adolescence;
- Panic disorder;
- Post-traumatic stress disorders (acute, chronic, or with delayed onset); and
- Anorexia nervosa and bulimia nervosa.

### **Service Area**

The geographic region that contains the counties within which the Plan is authorized to do business.

### **Skilled Care**

Services that can only be performed by or under the supervision of a licensed nurse or a physical, occupational, or speech therapist.



**Skilled Nursing Facility**

A facility that is primarily engaged in providing to its residents Skilled Care or rehabilitation (physical, occupational or speech therapy) services. Skilled Nursing Facilities do not include convalescent nursing homes, rest facilities, or facilities for the aged that primarily furnish Custodial Care.

**Specialty Pharmacy Drugs**

Any agent that is obtained from a specialty drug Provider because of special handling, storage, administration, monitoring and/or financial requirements.

**Substance Use Disorder**

The following mental disorders as defined in the most current edition of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association:

- Substance use disorders;
- Substance dependence disorders; and
- Substance induced disorders.

**Substitute Egg Donor**

A person who donates their ova for use in In Vitro Fertilization.

**Summary of Benefits and Coverage (SBC)**

A brief summary of covered benefits and limits for Members and Dependents covered by this Policy. It includes, but is not limited to, Copayment, Coinsurance, Deductible amounts, benefit limitations and Out-of-Pocket Maximums. The Summary of Benefits and Coverage includes a uniform glossary of terms.

**Surrogate Uterine Carrier**

A person who donates their ova and then subsequently carries a pregnancy for a woman who has Infertility coverage.

**Telemedicine**

The delivery of clinical services via synchronous, interactive audio and video communications systems that permit real-time communication between the Provider and the patient. Services may include transmissions of real-time telecommunications or those transmitted by store-and-forward technology. Telemedicine provides remote access for face-to-face services such as consultations, office visits, preventative care, and mental health services. Telemedicine, through technology, replicates the interaction of a traditional in-person encounter between a Provider and a patient.

**Unprotected Sexual Intercourse**

Sexual union without the use of any process, device or method that prevents conception, including but not limited to oral Contraceptives, chemicals, physical or barrier contraceptives, natural abstinence or voluntary permanent surgical procedures.

**Urgent Care**

Care that requires immediate attention for an unforeseen illness, Injury or condition to prevent serious deterioration of a condition. May also be referred to a facility known as convenient care, prompt care or express care.

**Uterine Embryo Lavage**

A procedure by which the uterus is flushed to recover a preimplantation Embryo.

**Virtual Visits**

Communication technology-based services when the patient checks in with the healthcare Provider via telephone or other telecommunications device to decide whether an office visit or other service is needed. Virtual visits, including virtual primary care visits, include the service of remote evaluation of recorded video and/or images submitted by an

established patient for reviewing patient-transmitted photo or video information conducted via pre-recorded “store and forward” video or image technology to assess whether an office visit or other service is needed.

**Women’s Principal Healthcare Provider**

A person licensed to practice medicine in all of its branches under the applicable laws of the state where he or she provides services, and who specializes in obstetrics and/or gynecology or family practice.

**Zygote**

A fertilized egg before cell division begins.

**Zygote Intrafallopian Tube Transfer (ZIFT)**

A procedure by which an egg is fertilized in vitro, and the Zygote is transferred to the fallopian tube prior to the pronuclear stage before cell division takes place. The eggs are harvested and fertilized on one day and the Embryo is transferred at a later time.