

HEALTH ALLIANCE INDEMNITY POLICY

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MEMBERS' RIGHTS AND RESPONSIBILITIES

- A right to receive information about your Plan, the services your Plan provides, the doctors and other healthcare professionals that Health Alliance contracts with and the Members' 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 about 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 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 the 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 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
- 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.)

INDEMNITY POLICY

INTRODUCTION

The Simplete Indemnity Policy is a health insurance plan established as a fully insured health insurance product of Health Alliance Medical Plans, Inc. (Health Alliance). The main office of Health Alliance is located at 3310 Fields South Drive, Champaign, Illinois 61822.

This Indemnity Policy, along with the Description of Coverage and the Summary of Benefits and Coverage (SBC), describes your out-of-network benefits under the Point of Service (POS) healthcare plan chosen by your Employer Group. It is important for you to read this Policy, as it explains your rights, benefits and responsibilities as a Member. As a Member, you are subject to all terms and conditions of this Policy and payment of any Copayments, Coinsurance and Deductible amounts, as specified on the Description of Coverage and/or the SBC.

Customer Service representatives are available to help you understand your healthcare plan. We encourage you to call the number on the back of your Identification Card to speak with one of our representatives about your benefits.

HOW THE INDEMNITY POLICY WORKS

This Indemnity 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 (MAC) 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 Tier 3 Providers are submitted to your Plan 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.

PREAUTHORIZATION

Tier 3 Provider or Extended Network Preauthorization Procedure

When using Tier 3 or Extended Network Providers, you are responsible for ensuring that all services listed are Preauthorized before you receive the service. If the Preauthorization 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 Preauthorization 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 Preauthorization request to Health Alliance.

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

If Preauthorization is not obtained, a Retrospective Review will be performed. If Medical Necessity criteria are not met, you are responsible for the entire cost of the services received.

Healthcare Services that Require Preauthorization

Preauthorization 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 Preauthorization will not be covered if you receive those services prior to approval of the Preauthorization request and it is later determined the services were not Medically Necessary.

To determine which medical procedures or durable medical supplies require preauthorization, log in to your account at HealthAlliance.org and click on the Authorizations tab. In the section titled “Do I need a Preauthorization” select either “Medical” or “Durable Medical Supplies” on the right, or contact your Plan at the number listed on the back of your Identification Card.

PLEASE NOTE: You may use Tier 3 Providers and have benefits paid at the Tier 1 or Tier 2 Provider level only when services are not available from a Tier 1 and Tier 2 Provider and if you have received Preauthorization from Health Alliance, or in a Medical Emergency. In other words, the Plan will pay at the Tier 1 or Tier 2 Provider benefit level for Tier 3 services only if you obtain Preauthorization before receiving treatment. The only exception to this rule is for a Medical Emergency. Care required to treat and stabilize a Medical Emergency will be covered at the same level as services received through a Tier 1 or Tier 2 Provider.

Preauthorization Procedures for Non-Urgent Care (Pre-Service Claims)

Your Plan maintains a list of services that require Preauthorization for Medical Necessity. Preauthorization must be obtained prior to a scheduled hospitalization, procedure or purchase of a supply requiring Preauthorization as described on HealthAlliance.org Your Plan will make a coverage decision and notify you or your authorized representative in writing within 15 days of receipt of the request for Preauthorization, but no later than 30 days after receiving all of the requested information.

If the Plan needs additional information to make a decision, the Plan will advise you or your authorized representative of the specific information needed within 15 days of the request for Preauthorization. You will have 45 days to provide the requested information. Your Plan will make a coverage 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 your Plan. Your Plan will notify you or your authorized representative in writing of the reason for the extension.

If your Preauthorization request is denied, you may request an appeal of the denial; see “Appeal Procedures for Non-Urgent Care Decisions.” If your Preauthorization 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.”

Preauthorization Procedures for Urgent Care (Pre-Service Claims)

Your Plan maintains a list of services that require Preauthorization for Medical Necessity. Your Plan will make a coverage decision for Urgent Care within 24 hours of receipt of the requested information, but no later than 72 hours after receipt of the urgent Preauthorization request. Your Plan will try to reach you or your authorized representative by telephone as soon as a decision has been made. You or your authorized representative will be notified in writing or electronically within three (3) days of the coverage decision.

If additional information is needed, your Plan will notify you or your authorized representative within 24 hours of the request, specifying what information is needed to make a decision. You will have 48 hours to provide the requested information. Your Plan will make a decision as soon as possible after receipt of the requested information, but no later than 48 hours after receipt.

If your Preauthorization request for Urgent Care is denied, you have the right to request an expedited internal appeal of the denial; see “Appeal Procedures for Urgent Care Decisions.” If your Physician or other healthcare Provider believes that the denial of coverage of healthcare services or the time frame 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 Preauthorization 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 Preauthorization, log in to your account at HealthAlliance.org, and click on the Authorizations tab. In the section titled “Do I Need a Preauthorization” select either “Medical” or “Durable Medical Supplies” on the right, or contact your Plan at the number listed on the back of your Identification Card.

Notification of Emergency Services

If you are treated or are admitted as an inpatient for an Emergency Medical Condition, you must notify your Plan at the number on the back of your 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 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.

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 to allow you or your authorized representative to request an internal appeal of the concurrent care decision and to obtain a determination on review before the coverage is reduced or terminated; see “Appeal Procedures for Concurrent Care Decisions.”

If your Physician or other healthcare Provider believes that the denial of coverage of healthcare services or the time frame for 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 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 review by an independent review organization; see “External Review of Appeals” and “Expedited Medical Necessity Review.”

Coverage Decisions (Post-Service Claims)

Your Plan 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, the Plan 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. Your Plan 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 your Plan. You or your authorized representative will be notified in writing of the reason for the extension.

If your claim for coverage is denied on the basis of Medical Necessity, appropriateness, healthcare setting, level of care or effectiveness, you have the right to request an internal review of the denial; see “Appeal Procedures for Coverage Decisions Post-Service Claims.” If you have exhausted the internal appeals process, you have the right to request an external review by an independent review organization; see “External Review of Appeals.”

ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE OF COVERAGE

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

Policyholder

The Policyholder must be a bona fide Employee, regularly employed on a permanent basis by the Employer Group, who enrolls under his or her Employer Group’s health plan. A Policyholder must live or work in the Service Area of the Employer Group’s Plan and is subject to all terms and conditions of the Group Enrollment Agreement.

Dependent

Your Dependent may be eligible to enroll under the Employer Group’s Plan for coverage if he or she has one of the following relationships to the Policyholder:

- Your Legal Spouse
- Your natural-born, legally adopted child or stepchild.
- A child for whom you or your Legal Spouse 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 or if covered under the Plan as an Employee.

An eligible Dependent child must be under the age 26. The only exceptions are if it states otherwise in the Group Enrollment Agreement or if the Dependent child is under the age of 30, is 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.

To be eligible for coverage, the eligible Dependent child who is a veteran may be required to submit a form to your Plan, approved by the Illinois Department of Veterans’ Affairs, stating the date in which the Dependent was released from service.

Coverage for a Dependent will terminate the last day of the month 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 they are dependent on their parent or other care Providers for lifetime care and supervision. Your Plan may request documentary proof of the disability and dependency. Requests will be made more often than annually from the date when your Plan was first notified of the child’s disability and dependency.

If your Employer Group elects Domestic Partner coverage, the following Dependents are also eligible Dependents on this Plan:

- The child of a Domestic Partner who lives with you.

- A child who you, your Domestic Partner or your Legal Spouse are the court-appointed guardian of.
- 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 in anticipation of an adoption. If the child's placement terminates, upon termination the child will no longer be eligible for benefits under the Plan.
- A Domestic Partner if:
 - Both you and your Domestic Partner are at least 18 years old.
 - You and your Domestic Partner share a common permanent residence.
 - Neither you nor your Domestic Partner is married, legally separated or a member of another Domestic Partnership.
 - Both you and your Domestic Partner are capable of consenting to the Domestic Partnership.
 - You and your Domestic Partner are not related by blood closer than permitted by state law for marriage.
 - Both you and your Domestic Partner agree to be jointly responsible for each other's basic living expenses incurred during the Domestic Partnership.
 - *Basic living expenses* are considered shelter, utilities and all costs directly related to the maintenance of their common residence. It also includes any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's Domestic Partner.
 - *Joint responsibility* means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for him/herself. Persons to whom these expenses are owed may enforce this responsibility if, in extending credit or providing good or services, they relied on the existence of the Domestic Partnership and the agreement of both partners to be jointly responsible for those specific expenses.

Retired Employee Enrolled in Health Alliance Medicare Plans

If a Retired Employee is covered under this Plan, or is covered under a Health Alliance-administered Medicare Advantage or Medicare Supplement plan, his or her Dependent Spouse and/or covered Dependent child(ren) may remain covered under this Plan if:

- The Legal Spouse and/or Dependent child(ren) were covered under the Employer Group Plan at the time of the Employee's retirement.
- The Legal Spouse and/or Dependent child(ren) continue to meet the eligibility requirements for Dependent coverage.
- Or as otherwise specified in the Group Enrollment Agreement.

Active Employees Enrolled In Medicare

In addition to this Plan, the Employer Group may offer a Medicare Advantage or Medicare Supplement plan to active Employees who are Medicare Eligible and Medicare is the primary payer. If offered, this plan will also be available to Employee's Legal Spouse and Dependent children. If your Employer offers this option, you may choose to:

- enroll in this Plan
- enroll in the Employer Group's Medicare Advantage plan
- enroll in the Employer Group's Medicare Supplement plan

If enrollment in the Employer Group's Medicare Advantage or Medicare Supplement plan is elected, those eligible individuals who are not enrolled in Medicare may be enrolled in this Plan.

Contact your Employer for information concerning your eligibility for the Employer Group Medicare Advantage or Medicare Supplement plan.

Initial Enrollment

If you meet the requirements stated in the “Policyholder” or “Dependent” subsections and you also meet the Employer Group’s eligibility requirements, you may enroll by submitting a completed application to your employer within 31 days of your eligibility date.

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 your Plan 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.

Effective Date

The Effective Date of coverage under this Plan depends on the Employer Group’s eligibility requirements. The eligibility requirements are specified in the Group Enrollment Agreement between the Employer Group and Health Alliance. This Plan will remain in effect for the term specified in the Group Enrollment Agreement, unless canceled or terminated at an earlier date by you, your Employer Group or Health Alliance.

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

If you are the birth mother paying premiums for individual coverage (Employee only), your Newborn child is covered from the moment of birth only if you submit an application to your Employer and pay the applicable premium within 31 days of the birth. If you are paying premiums for Family Coverage, your Newborn child is covered for the first 31 days of life. For the Newborn to be continually covered past the initial 31 --day time frame, you must submit an application to your Employer to add the child within 31 days of birth. Coverage for a Newborn will include Medically Necessary care for 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, 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 within 31 days from the date of the order. Examples of accepted written documentation include an interim court order or a final order of adoption, guardianship or placement for adoption, or placement 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 31 days from the date your request for coverage is received. Applications are available through your employer.

Qualified Medical Child Support Order

The term “Qualified Medical Child Support Order” means an order that creates or recognizes the Dependent’s right to receive benefits under this Plan. A support order may be issued by a state court or through a state administrative process. If the Policyholder has a Dependent child and your Employer Group receives a Medical Child Support Order Notice identifying the child’s right to enroll in the Plan, your employer will notify both the Policyholder and the Dependent that the order has been received. The notification will also indicate the procedure for determining whether the Medical Child Support Order is qualified.

Your employer will notify you whether the Dependent is eligible for coverage within 31 days of receipt of the order. If the Employer Group offers more than one Plan option, the Dependent will be enrolled in the same Plan in which the Policyholder is enrolled. The Dependent’s eligibility for enrollment will be under the same terms and conditions as other Dependents of the Plan. Your employer does not need approval from you to add a Dependent to the Plan.

Children covered under a Qualified Medical Child Support Order and who reside in a Health Alliance Service Area that is different from the Health Alliance Service Area of the Policyholder will receive the same covered

benefits as the Policyholder when utilizing contracted Providers in the Dependent's Health Alliance Service Area and following the Plan's requirements.

The Dependent may designate another person, such as a custodial parent or legal guardian, to receive the Policy, Description of Coverage, the SBC, reimbursement for claims, explanation of benefit forms and other Plan materials.

If your employer determines that the order is not a Qualified Medical Child Support Order, each Dependent specified in the order as entitled to enroll in the Plan may submit a written appeal to the employer. The employer is required to respond in writing within 31 days of receiving the appeal.

The Employer Group will not disenroll or discontinue coverage for any Dependent child until:

- Satisfactory written evidence is provided that the order is no longer effective.
- Comparable coverage through another plan will take effect no later than the disenrollment date.
- The Employer Group eliminates Dependent coverage for all Policyholders.
- The Employer Group terminates the Plan for all Members.

Enrollment of a Dependent in response to a Qualified Medical Child Support Order must be made according to the specifications of the order, without regard for normal enrollment dates.

Open Enrollment

An Employer Group may have an Open Enrollment period in which eligible Employees and their eligible Dependents may enroll in the Plan by submitting a completed application to their employer within 31 days of the Employer Group's renewal date.

Special Enrollment

Federal law and this Policy describe special enrollment provisions that establish a period of time in which you have the option to enroll in an Employer Group Plan when you or your Dependents experience a qualifying event.

To be eligible to enroll under one of these qualifying events, you must submit a written request to your employer requesting changes in your coverage within 31 days of the event. Any request to add yourself or eligible Dependents after the 31-day period will not be granted. You and/or your eligible Dependents may enroll in any benefit package under the Plan. You may be required to provide supporting documentation to your Plan for the change in enrollment.

You and/or your Dependents are eligible for a special enrollment period of 31 days when one of the following qualifying events occurs:

- You and/or your eligible Dependents are eligible for a special enrollment period under another employer-sponsored Group health plan if you are no longer eligible for the Plan because you cease to live or work in the Service Area and there is no other benefit plan option available under the Plan. The Effective Date of coverage is impacted by the date of the qualifying event. If the date of the qualifying event is within days 1–15 of the month, the Effective Date is the first of the month following the date of the qualifying event. If the date of the qualifying event is within days 16 through the end of the month, the Effective Date is the first of the second month following the date of 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. 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. 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 gain a Dependent through a court order, you may enroll yourself, your eligible Legal Spouse, the new Dependent and/or any other eligible Dependent children not currently enrolled in the Plan. The Effective Date of coverage of you and your Dependent added through this qualifying event is either the date of the qualifying event, the first of the month after the qualifying event or, upon your request, a Regular Effective Date. If enrollment is requested between the first and fifteenth 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' 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 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 Effective Date of coverage for you and your Dependent added through this qualifying event is the date of the qualifying event or, upon your request, a Regular Effective Date. If enrollment is requested between the first and fifteenth 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 acquire a new Dependent through marriage, you may enroll yourself and/or your new Spouse and eligible Dependents in the Plan. The Effective Date of coverage for you and your eligible Dependent added through this qualifying event is the date of 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 any other eligible Dependent children not currently enrolled in the Plan. The Effective Date of coverage for you and your Dependent added through one of these qualifying events is the date of the qualifying event or upon your request a Regular Effective Date. If enrollment is requested between the first and fifteenth 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 have other coverage (such as a plan offered by your Legal Spouse's employer) and you lose coverage as a result of a qualifying event (such as death, legal separation or divorce), you and your eligible Dependents may enroll in the Plan. The Effective Date is the day following the qualifying event.

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

To be eligible to enroll under these qualifying events, you must submit a written request to your employer requesting changes in your coverage within 60 days of the event. Any request to add yourself or eligible Dependents after the 60-day period will not be granted. You and/or your eligible Dependents may enroll in any benefit package under the Plan. You may be required to provide supporting documentation for the change in enrollment.

- If you are eligible for coverage but not enrolled in this Plan and you or your Dependent's Medicaid or state Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility, you and your eligible Dependents may enroll in the Plan. The Effective Date of coverage for you or your Dependents added through this qualifying event is the first day of the month following receipt of the request.

- If you and/or your eligible Dependents become eligible or ineligible for a premium assistance subsidy under Medicaid or CHIP, you and your eligible Dependents may enroll in the Plan. The Effective Date of coverage for you or your Dependents added through this qualifying event is the first day of the month following receipt of the request.
- If you and/or your eligible Dependents are enrolled in an eligible employer-sponsored plan that is not considered qualifying coverage, you are allowed to terminate existing coverage and may enroll in the Plan. The Effective Date of coverage for you or your Dependents added through this qualifying event is the first day of the month following receipt of the request.
- In the case of a permanent move, you and/or your eligible dependents must have 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) in order for this to be considered as a qualifying event. You have 60 days before or 60 days after a permanent move to select a Plan. If the Plan is selected before the move, the Effective Date is the first of the month following the qualifying event. If the Plan is selected after the move, the Effective Date is the first day of the second following month after the qualifying event.
- 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 of the month, then the Effective Date is the first day of the following month after 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 requested enrollment.
- If you and/or your eligible Dependents involuntarily 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, a termination of employer contributions, a termination in a class of coverage, 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. You have 60 days before or 60 days after a loss of coverage to select a Plan. The Effective Date of coverage for you or your Dependents added through this qualifying event is the day following the qualifying event.

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.

Coverage During an Approved Family or Medical Leave of Absence

If your Plan meets the Employer Group size criteria and your employer grants you an approved family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA), you may, during the continuance of the approved FMLA leave, continue coverage under the Plan for yourself and your eligible Dependents.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contributions and you fail to do so.
- The date the Employer Group determines your approved FMLA leave is terminated.
- The date that the coverage involved discontinues.

Coverage for a Dependent will not be continued beyond the date it would otherwise terminate. If your coverage terminates because your approved FMLA leave is deemed terminated by the Employer Group, you may be eligible for continuation coverage under COBRA. If you acquire a new Dependent while your coverage is continued during an approved FMLA leave, the Dependent will be eligible for continued coverage on the same terms as an active Employee.

If you return to work following the date that your Employer Group determines the approved FMLA leave is terminated, your coverage under this Plan will be in force as though you had continued active employment rather than going on an approved FMLA leave, provided you make a request for such coverage within 31 days of the date your Employer Group determines the approved FMLA leave is to be terminated. If you do not make such a request within 31 days, coverage will be effective under this Policy only if or when the Employer Group gives written consent.

Coverage During Qualified Military Service

A Policyholder absent from work due to qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, may elect to continue the type of coverage in effect on the day immediately prior to the start of the leave. This right applies only to Employees and their Dependents covered under the Plan before leaving for military service.

- Such coverage will continue until the earlier of the following occurs:
 - The 24-month period starting on the date the Policyholder's absence begins, or
 - The day after the date on which the Policyholder was required to apply for or return to a position of employment and fails to do so.
- A Policyholder who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, except a Policyholder on active duty for 30 days or less cannot be required to pay more than the Policyholder's share of the contribution, if any, for the coverage.
- Any exclusion or any waiting period under the Plan may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or waiting period may be imposed for coverage of any illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

If a Policyholder decides to waive coverage during the qualified military service and returns to employment in a position satisfying the Employer Group's eligibility requirements following the leave, prior Plan coverage will be reinstated immediately upon re-employment if the Policyholder reports to work within the required time frames established under USERRA and appropriate documentation is provided upon request.

OUT-OF-POCKET EXPENSES AND MAXIMUM BENEFITS

Copayment, Coinsurance and/or Deductible

All Copayment, Coinsurance and/or Deductible amounts are specified on the Description of Coverage and/or the SBC. Any Coinsurance for services from Tier 3 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 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 Deductibles, Copayments, and/or Coinsurance for Basic Healthcare Services during the Benefit Year.

Any Copayments, Coinsurance or Deductible amount 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 or Coinsurance 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 your Plan prior to the end of the Benefit Year or as soon as reasonably possible. Your Plan is not responsible for refund of overpayments, as payment is made to the Provider. Requests for refunds of overpayment should be made to your Provider

Any Copayment, Coinsurance or Deductibles 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.

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 Premiums

Payment of premiums must be made as follows: you, or anyone paying on your behalf (for example, your Employer Group), must remit the specified premium to your Plan monthly. You are entitled to the benefits of this Policy only if your Plan receives the full amount of the premium within the required time period.

Premium Rate Revision

The monthly premium rate will be effective for the balance of the Plan Year and will be subject to change annually upon the Employer Group's renewal date. Rates may also be subject to change during a Plan Year due to a change in age, number of eligible Dependents or geographic area. Notice of a change in the premium rate will be provided to the Employer Group no less than 31 days prior to the Effective Date of the change.

Your Plan 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 no less than 31 days prior to the premium rate change.

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. During the grace period, the Employer Group will remain liable for the payment of the premium for the time that coverage was in effect. The Policyholder will remain liable for the payment of any applicable share of the premium for the time that coverage was in effect, as well as for any Deductible, Copayment or Coinsurance owed because of services received during the grace period. 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 premiums are not paid within the time granted, including any grace period, and coverage is terminated, reinstatement of coverage under this Policy is subject to approval by your Plan and advance payment of any overdue premiums.

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 Preauthorization by your Plan and a determination that criteria have been met. Those services are noted under the “Preauthorization” section of this Policy. Health Alliance maintains a list of services that require Preauthorization for Medical Necessity. Preauthorization can be initiated by calling Health Alliance at the number on the back of your 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. Medical policies are available on the Health Alliance website. To view these policies, log in at HealthAlliance.org, click on the Authorizations tab and choose “Medical Policies” on the right, or you can request a paper copy of a medical policy by contacting your Plan at the number listed on the back of your Identification Card.

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

A1C Testing

Coverage for 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 benefits 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 for stable patients for distances 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; see “Durable Medical Equipment, Orthopedic Appliances and Devices” and “Home Infusion Services.”

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 syndrome 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.

The 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 an enrollee'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 and 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 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 phase I, provided on an inpatient basis for an acute cardiac episode or surgery, is covered. Cardiac Rehabilitation services are covered at the other covered services benefit cost share as listed on your Description of Coverage and/or the SBC.

Chemotherapy and Radiation

Charges for chemotherapy and radiation therapy for Medically Necessary treatment are covered.

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 your Plan 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, are 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.

Comprehensive Cancer Testing

Coverage for 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®. Additional charges with a medical diagnosis are subject to the appropriate Deductible, Copayment or Coinsurance as specified on the Description of Coverage and/or the SBC.

Injectables and the injection intended for Contraceptive purposes only are covered under the wellness benefit. This includes but is not limited to DepoProvera®. Additional charges with a medical diagnosis are subject to the appropriate Deductible, Copayment or Coinsurance 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

Hospitalization for dental work will be covered, when determined to be Medically Necessary, for children ages six and under, individuals with a medical condition that requires hospitalization or general anesthesia for Dental care or for 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. You will receive additional materials from Delta Dental for these benefits. Upon request, Delta Dental will provide to the Policyholders any usual and customary fees, how the fees are determined and the frequency with which they are evaluated.

Diabetic Equipment and Supplies

Blood glucose monitors, cartridges and insulin infusion devices, lancets and lancing devices are covered subject to the durable medical equipment Deductible, Copayment or Coinsurance amount specified on the Description of Coverage and/or the SBC. The diabetic equipment listed in this subsection must be obtained from a Provider and prescribed in writing by a Physician. Diabetic equipment not listed in this subsection are 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 Provider 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, 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/or 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, your Plan maintains a list of covered and non-covered items and the maximum payable amount under this benefit. Coverage can be verified by calling your Plan at the number on the back of your 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 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. The Emergency Services Deductible, Copayment and/or Coinsurance is waived if you are admitted to a Hospital when your Plan requires an inpatient Hospital Deductible, Copayment and/or Coinsurance. Unexpected hospitalization due to complications of pregnancy is covered.

If you receive Emergency Services either inside or outside the Provider Network for an Emergency Medical Condition, you or someone acting on your behalf must notify your Plan at the number on the back of your Identification Card within 48 hours, or as soon as reasonably possible, after care begins.

Care required to treat and stabilize an Emergency Medical Condition when received from a Tier 3 Provider will be covered at no greater expense to you than if the service had been provided by a Tier 1 or Tier 2 Provider. Emergency Services are subject to the Tier 1 and Tier 2 (in-network) Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and/or the SBC.

Your Plan 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:

- Medication is required by a state regulation
- 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

Your Plan 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” in this Policy.

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 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. Your Plan 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 the services are given under the direction of and approved by a Provider.

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/or Deductible amounts for Home Health Services are specified on the Description of Coverage and/or the SBC.

Home Infusion Services

Home infusion services, including medication and supplies, are covered when given under the direction of and approved by a Physician and Preauthorized by your Plan.

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's order, require notification to your Plan 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 transplants are covered for organ or tissue transplants and procedures, including bone marrow transplants and similar procedures, when Medically Necessary and is not excluded from coverage under any other sections of this Policy. Transplants must be performed at a Health Alliance approved facility. These services are covered when incurred at an approved Center of Excellence, when using Tier 1 or Tier 2 Providers or otherwise Preauthorized. See the "Human Organ Donor" and "Human Organ Transplant" sections in the HMO portion of this Policy.

When visiting a Tier 1 or Tier 2 Provider or an approved Center of Excellence, 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. 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 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 of your Plan's criteria for coverage. Prescribed and approved services must be received at an Infertility center or other Provider approved by and under contract with your Plan. 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 are covered.
- Costs for Infertility Services to obtain sperm or eggs from a Member or a third party are also covered.
- 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, are covered. Associated donor medical expenses, including but not limited to physical examination, laboratory screening, psychological screening and prescription drugs, are also 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 is not considered routine prenatal care and is subject to additional applicable specialty care office visit Deductible, Copayments or Coinsurance 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 or Children Placed for Adoption" section of this Policy. Your 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 any applicable Newborn care Copayment, Coinsurance and Benefit Year Medical Deductible 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 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, organ transplant specialty drugs and cancer specialty drugs. For a complete listing of specialty drugs, you can view the prescription Drug Formulary by logging in at HealthAlliance.org.

Cancer specialty drugs, whether oral, 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 Preauthorization by your Plan. 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, your Plan 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 your Plan at the number on the back of your Identification Card or at 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 your Plan 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.

Mental health 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, non-Medically Necessary services, and services with a diagnosis of marriage or social counseling unrelated to mental health conditions as well as any treatment or care that is not Medically Necessary.

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 orthotic and orthopedic appliance Deductible, Coinsurance or Copayment amount as 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 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 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 Autoimmune Neuropsychiatric Disorders

Treatment and services for pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections are covered, including but not limited to the use of intravenous immunoglobulin therapy, 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 recommended periodic healthcare examinations and well-child care, are covered as specified on the Description of Coverage and/or the SBC are covered. 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 “Preauthorization” 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, your Plan maintains a list of covered and non-covered items and the maximum payable amount. Coverage can be verified by calling your Plan at the number on the back of your 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 for the length of time determined by the attending Physician. 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 Preauthorized by your Plan 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 the original reconstruction qualified for coverage and there is a documented medical problem.
- 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.

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

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.

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 that have a medical diagnosis or are for non-Contraceptive purposes are subject to the appropriate Deductible, Copayment and Coinsurance 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 when determined by a 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 your Plan 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 Deductibles, Copayments and/or Coinsurance 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, and are subject to the Substance Use Disorder Deductibles, Copayments or Coinsurance as specified on the Description of Coverage and/or the SBC. Inpatient admissions require notification to your Plan 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.

Coverage for 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 are covered for children 18 years and younger. Coverage for treatment deemed for cosmetic purposes only are 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 and/or the SBC for cost share information. Subject to the limitations listed on the Description of Coverage and/or the SBC.

Tobacco Cessation Program

A tobacco cessation program is covered through your Plan’s Quit For Life[®] program. Tobacco cessation pharmacological therapy, as defined by the formulary, is covered subject to the Pharmacy Deductibles, Copayments and Coinsurance as specified on the Description of Coverage and/or the SBC and as defined in this Policy.

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 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 a Provider's standard pricing or 5% off a Provider's promotional pricing toward laser surgery, including PRK, LASIK and Custom LASIK. This is an eligible discount on pricing only; laser surgery is not covered under this Policy.

Vision care is covered with an optometrist, ophthalmologist or other Physician who 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.

Your Plan 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 your Plan at the number on the back of your Identification Card.

Vitamin D Testing

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

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 or 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 ages 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.

For a complete listing of the immunization schedules and immunizations, visit HealthAlliance.org or CDC.gov.

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, including but not limited to a screening Breast Tomosynthesis (3D mammogram) is covered annually under the wellness benefit for women ages 35 years and older. Mammograms other than screening mammograms are subject to the diagnostic testing and/or office visit Deductible, Copayments and/or Coinsurance listed on the Description of Coverage and/or the SBC.

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 and/or Deductible 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 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. Preauthorization is required.
- 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.

Osteoporosis Screening

Bone mass measurement screening for osteoporosis is covered as wellness. Additional osteoporosis screenings are subject to the office visit and/or diagnostic testing Deductible, Copayments and/or Coinsurance 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 ages 20 and older. Cholesterol testing other than the wellness screenings listed here, or additional charges, are subject to the appropriate Deductible, Copayments and/or Coinsurance 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, are 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 an 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 Deductible, Copayments and/or Coinsurance 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 are subject to the appropriate Deductibles, Copayments and/or Coinsurance on the Description of Coverage and/or the SBC.

Ultrasound for Abdominal Aortic Aneurysm

A onetime 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 ages 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 Screenings 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 is covered. Intervention methods are also 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 for 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 are subject to the appropriate Deductible, Copayments and/or Coinsurance on the Description of Coverage and/or the SBC. Preauthorization is required.

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, are subject to the appropriate Copayments, Coinsurance and/or Deductibles on the Description of Coverage and/or the SBC. Preauthorization 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.

Tuberculosis Infections Screening

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

Hepatitis B Virus (HBV) Screening

Screening for hepatitis B virus (HBV) infection for Members at a high risk for infection 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 the “What is Covered” section and “Outpatient Prescription Pharmacy Contraceptives” under the “What is Covered/What is Not Covered—Pharmacy Benefits” section. Prescription Contraceptives are subject to the Outpatient Prescription Drug Deductible, Copayments and/or Coinsurance on the Description of Coverage and/or the SBC.

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 for Newborns.
- Aspirin for the primary prevention of cardiovascular disease (CVD) and colorectal cancer (CRC) in adults age 50–59 years old who have a 10% or greater CVD risk, are not at increased risk for bleeding, have a life expectancy of at least 10 years and are willing to take low-dose aspirin daily for at least 10 years.
- Aspirin for women as a preventive medication after 12 weeks of gestation in Members who are at a 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 a 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 the “What is Covered/What is Not Covered—Pharmacy Benefits” section.

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

- Autism screening for children at 18 and 24 months
- Behavioral assessments as part of preventive exams.
- Dyslipidemia screening for children at a 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;
- Sexually transmitted infections screening;
- Rh Incompatibility screening, which also includes follow-up testing for women at a high risk;
- Breast feeding counseling, breast pumps and breastfeeding supplies. See also the “Maternity” section in this Policy.

Wellness care coverage includes any preventive 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, adopted by the Director of the Centers for Disease Control and Prevention (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 HealthAlliance.org. 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. 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 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 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 Identification Card.

Prescription drugs prescribed by a Provider 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 medications 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.

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 sync them to be able to fill them at the same time each month, please contact your Plan at the number listed on the back of your Identification Card.

Preauthorization

Some prescription drugs require Preauthorization from your Plan and certain criteria to be met by you. Drugs that require Preauthorization are noted on the prescription Drug Formulary.

Newly released prescription drugs require Preauthorization 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 Preauthorization Request Form online at HealthAlliance.org or by contacting your Plan directly. Preauthorization can be verified by calling your Plan at the number listed on the back of your Identification Card. If Preauthorization is not obtained, your Plan will not provide coverage and you will be required to pay the full cost of the drug.

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 Preauthorization, 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.

Drug Tier	Includes
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 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 Drug Formulary. Non-formulary drugs have covered formulary alternatives in most instances. Coverage of non-formulary drugs requires a request for a 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 the covered formulary alternatives cannot be used. A medical exception can be requested by Members or 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 your Plan will approve or deny the request within 72 hours after receipt of the request. Urgent requests follow the same procedure but your Plan will approve or deny the request within 24 hours after receipt of the request. In the case of a denial, your Plan will provide the Member or their authorized representative and 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 Small Group Drug Formulary, go to the Pharmacy Programs section at HealthAlliance.org or call your Plan at the number listed on the back of your Identification Card. Some plans' pharmacy benefits may differ from this list. Upon request, your Plan 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 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 your Plan's 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.
- You pay the lesser of the pharmacy’s regular charge for the drug or the Deductible, Copayment and/or Coinsurance specified in the “Outpatient Prescription Drugs” section on the Description of Coverage and/or the SBC for each initial prescription or prescription refill.
- Prescription inhalants are covered. For a listing of specific drugs, view the Drug Formulary at HealthAlliance.org.
- The following diabetic supplies are covered and will be subject to the Deductible, Copayment and/or Coinsurance 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 is provided for prescription Contraceptives or their substitutable generic equivalent when prescribed for the purpose of preventing conception and that are approved by the U.S. Food and Drug Administration (FDA). Preferred Brand and Non-Preferred Brand prescription Contraceptives with generic formulary alternatives will be subject to the Deductible, Copayment or Coinsurance specified in the “Outpatient Prescription Drugs” section 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.
- 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 request 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 your Plan, you may qualify to pay a reduced-tier copay. To determine if you qualify, call your Plan at the number on the back of your Identification Card.
- Injectable syringes are covered when the injectable drug is covered.
- Coverage includes Medically Necessary emergency opioid antagonist available without Preauthorization.
- Coverage includes intranasal opioid reversal agent associated with opioid prescriptions.
- Topical anti-inflammatory acute and chronic pain medication is covered. For a listing of specific drugs, view the Drug Formulary at HealthAlliance.org.
- 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 Preauthorization, dispensing limits, fail first policies, or lifetime limit requirements.
- Coverage will be 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 the early refills requested by the Member do not exceed the total number of refills prescribed.
- 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 formulary, is covered.
- Your Plan 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 product, your Deductible, Copayment and/or Coinsurance will not exceed \$100 for a thirty day supply.
- For a 30-day or less supply of medication, 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.
- Coverage for a 90-day supply of prescribed medication is covered with Tier 1 or Tier 2 Providers only.
- 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.

Outpatient Prescription Pharmacy Contraceptives

Medically Necessary, Food and Drug Administration (FDA)-approved prescription pharmacy Contraceptive methods are covered under this section when prescribed by a Physician. This includes Contraceptive pills, patches, ring, injections and over the counter (OTC) methods. 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 prescription Contraceptive pills, patches, ring and injection are covered under this section at a Participating Pharmacy with \$0 Copayment as part of the wellness benefit.
- Preferred Brand and 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 OTC Contraceptive products (including but not limited to female condoms, sponges and spermicide) 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. Coverage is limited to one package per month.
- 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, female condoms and injections). Male condoms are excluded from this benefit. 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 Drug Formulary:

- Specialized procurement handling, distribution or is administered in a specialized fashion;
- Complex benefit review to determine coverage;
- Complex medical management; or
- 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.

Specialty Pharmacy Drugs are available from a specialty pharmacy vendor. Coverage is subject to a prior written order by your Physician and Preauthorization by your Plan.

You pay the Specialty Pharmacy Drugs Copayment or Coinsurance amount specified in the “Outpatient Prescription Drugs” section of the 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.

Your Plan maintains a list of covered Tier 5 and Tier 6 Specialty Pharmacy Prescription 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 your Plan continue to cover the majority of Specialty Pharmacy Drugs. The drugs listed in the formulary are reviewed and revised at least annually by the 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 Pharmacy 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 the Small Group Drug Formulary, go to the Pharmacy Programs section at HealthAlliance.org, or call your Plan at the number on the back of your Identification Card. Some plans’ pharmacy benefits may differ from this list. Upon request, your Plan 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 Deductible, Copayment and/or Coinsurance.

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 the 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 unless otherwise stated in this section.
- Prescription drugs that are not considered to be Medically Necessary, in accordance with accepted medical and surgical practices and standards approved by your Plan, including but not limited to BOTOX[®] 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 products in which one or more ingredient is a bulk powder.
- Compounded products, including compounding kits, of two or more commercially available drugs (prescription or OTC) 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 that are prescribed for unapproved uses. Prescription drugs for cancer treatment are covered if the FDA has given approval for at least one indication and the drug 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 DRUGDEX[®]; (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 a 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 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 unless specifically agreed upon by the Employer Group and your Plan.

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 your Plan 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, your Plan 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 or Convalescent Care

Custodial or convalescent care in an acute general Hospital, skilled Nursing facility or 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 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: hearing aids (unless specifically addressed as covered in the Policy), 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 Approved 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 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, device or transplant for the treatment or diagnosis of your condition, disease or illness does not conform 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.
- The medical treatment, procedure, drug, device or transplant 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 his or her determination that a medical treatment, procedure, drug, device or transplant 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, discussion with medical experts and other technological assessment bodies designated by your Plan. Each review will be on a case-by-case basis regarding coverage of a requested medical treatment, procedure, drug, device or transplant 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, unless there is a diagnosis of cataract 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 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

Services for disabilities connected to military service for which you are legally entitled to 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 which 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. Your Plan 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 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 your Plan. Your Plan will cover reasonable travel costs as deemed appropriate.
- Your Plan will not provide coverage for Infertility services that are deemed experimental or investigational as supported by the written determination of the American Society for Reproductive Medicine or the American College of Obstetrics. Your Plan 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 are 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, other than Basic Healthcare Services, that 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, whirlpool tubs/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 a similar law. If your Worker's Compensation claim is denied, you are required to submit the denial to Health Alliance 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 would be 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. Your Plan 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 or 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 appeals. 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, your authorized representative, 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 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

Your Plan 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 your Plan;
- 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 your Plan’s decision is to continue to deny or partially deny your referral, Preauthorization or claim or you do not receive timely decision, you may be able to request an external review of your referral, Preauthorization 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 your Plan 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., 4th Floor
Springfield, IL 62767
1-877-850-4740 toll-free phone
217-558-2083 fax
Consumer_complaints@ins.state.il.us
mc.insurance.illinois.gov/messagecenter.nsf

Appeal Procedures for Non-Urgent Care Decisions (Pre-Service Claims)

You, your authorized representative, Physician or other healthcare Provider may request an appeal for denial of requested healthcare services that require Preauthorization. Your Plan will notify the party filing the appeal within three (3) business days of all information required to evaluate the appeal. Your Plan will make a decision and notify you, your authorized representative, Physician and any healthcare Provider who recommended services in writing within 15 days of receipt of all requested information, but no later than 30 calendar days after receipt of the request for an appeal.

If the appeal of your Preauthorization 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 have the right to request that the decision be reviewed by an independent review organization; see “External Review of Appeals.”

Type of Notice or Extension	Timing
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
Health Alliance must notify you of the claim determination (whether adverse or not):	
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 1 hour after the time of request

Appeal Procedures for Urgent Care Decisions (Pre-Service Claims)

You, your authorized representative, Physician or other healthcare Provider may request an appeal for denial of requested healthcare services that require Preauthorization. Your Plan will make a decision and notify you, your authorized representative, Physician and any 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. You, your authorized representative, Physician and any healthcare Provider who recommended services will receive written notice within three (3) days of the decision.

If the appeal of your Preauthorization request is denied, you have the right to request that the decision be reviewed by an independent review organization not associated with your Plan 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 for which the time frame 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.”

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
Health Alliance must notify you of the claim determination (whether adverse or not):	
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

Appeal Procedures for Concurrent Care Decisions

You, your authorized representative, Physician or other healthcare Provider may request an appeal when coverage will be reduced or terminated for ongoing treatment. The appeal must be made at least 24 hours before the scheduled reduction or termination of coverage for treatment. Your Plan will make a decision and notify you, your authorized representative, Physician and any healthcare Provider who recommended services by telephone within 24 hours of the request for an appeal. You, your authorized representative, Physician and any healthcare Provider who recommended services will receive written notice within three (3) days of the decision.

If the appeal for coverage of healthcare services is denied and you have exhausted the internal appeals process, you have the right to request that the decision be reviewed by an independent review organization; see “External Review of Appeals.” If you have a medical condition for which the time frame 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.”

Appeal Procedures for Coverage Decisions (Post-Service Claims)

You, your authorized representative, Physician or other healthcare Provider may request an appeal for denial to pay or reimburse healthcare services that have already been provided. Your Plan will notify the party filing the appeal within three days of all information required to evaluate the appeal. Your Plan will make a decision and notify you, your authorized representative, Physician and/or other healthcare Provider in writing within 60 days of receipt of all requested information for the review.

If your claim for coverage 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 have the right to request that the decision be reviewed by an independent review organization; see “External Review of Appeals.”

Type of Notice or Extension	Timing
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
Health Alliance must notify you of any adverse claim determination:	
If the initial claim is complete, within:	15 days
After receiving the completed claim (if the initial claim is incomplete), within:	15 days

Civil Action under ERISA

You may have the right to file a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) if your appeal has not been approved after all reviews have been completed.

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, other healthcare Provider, attorney or any other authorized representative 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 review may contact the Illinois Department of Insurance External Review Unit at 1-877-850-4740, via fax at 217-557-8495 by email at doi.externalreview@illinois.gov, online at insurance.illinois.gov/ExternalReview/ExternalReviewMain.html or by writing to them at 320 W. Washington St., 4th Floor, Springfield, Illinois 62767 for more information or to obtain the External Review Request form.

You may contact the Office of Consumer Health Insurance (OCHI) within the Illinois Department of Insurance at 320 W. Washington St., 4th Floor, Springfield, Illinois 62727; toll free at 1-877-527-9431; or at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 or at insurance.illinois.gov.

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

- You have not received our written decision on your Pre-Service Claim appeal within 30 days, or 60 days if it involves a retrospective appeal; see “Appeal Procedures for Non-Urgent Care Decisions Pre-Service Claims;”
- You have not received our decision on your Urgent Pre-Service Claim appeal within 48 hours; see “Appeal Procedures for Urgent Care Decisions Pre-Service Claims;” or
- Your Plan 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 Preauthorization request or the appeal for approval of coverage of healthcare services has been denied. Assignment of an independent review organization (IRO) will be made within five business days of determining your request is eligible for an external review. The independent reviewer will make a decision within five days after receipt of all necessary information and provide written notification of its decision to all parties involved in the appeal.

Type of Notice or Extension	Timing
If your Preauthorization 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 of why your request is ineligible or incomplete within:	1 business day
The Department of Insurance will assign an IRO after determining your request is eligible within:	1 business day
You and your authorized representative must provide any additional information to the IRO from the date you receive notice within:	5 business days
Illinois Department of Insurance must notify you of the external review determination within:	1 business day

Expedited Medical Necessity Review

An expedited external review may be requested orally or in writing if you, your Physician, other healthcare Provider or authorized representative involved in the appeal believe that the denial of coverage of healthcare services or a standard external review would jeopardize your life or health or your ability to regain maximum function. After determining that the request is eligible for external review, the Illinois Department of Insurance will immediately assign an independent review organization (IRO) to conduct the review. The IRO will make a decision as expeditiously as the Member's medical condition or circumstances require, but no more than 72 hours after the date of receipt of the request. The IRO will provide notification of its decision to all parties involved in the appeal.

An expedited external review is not available for review of Post-Service Claim denials.

Type of Notice or Extension	Timing
The health carrier shall notify the Director, the Member, and if applicable, the Member's authorized representative, of the requests eligibility for external review:	Immediately
Upon determining the request is eligible for external review, the Director will assign an IRO:	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 its decision to the Director, the health carrier and you within:	72 hours of the review request
If the IRO notice was not provided in writing, the IRO will provide written confirmation of its decision within:	48 hours provide notice of their decision

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. Under this subsection, a request for expedited external review must be initiated within 24 hours following the adverse determination notification by the insurer. Failure to request an expedited external review within 24 hours shall preclude a covered person or a covered person's authorized representative from requesting an expedited external review.

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 West Washington Street,
4th Floor,
Springfield, Illinois 62767
(877) 850-4740 Toll-free
phone
(217) 557-8495 Fax number
Doi.externalreview@illinois.gov Email address
<https://mc.insurance.illinois.gov/messagecenter.nsf>

COMPLAINTS

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

You may file a complaint with the Office of Consumer Health Insurance, Illinois Department of Insurance, 320 W. Washington St., 4th Floor, Springfield, Illinois 62767 or with the Illinois Department of Insurance, 122 S. Michigan Ave., 19th 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 or online at mc.insurance.illinois.gov/messagecenter.nsf

TERMINATION

In the event the Employer Group terminates this Policy, all rights to benefits and services will cease on the date of termination. The Employer Group will be responsible for notifying you of termination of this Policy under this subsection and your right to elect coverage under an individual conversion plan subject to the provision in the “Conversion of Coverage” section of this Policy.

If you terminate employment with your Employer Group, coverage under this Policy will terminate the last day of the month in which employment ends or on the date of the termination. If you become ineligible for continued membership in the Employer Group while the Group Enrollment Agreement between your Plan and the Employer Group is in effect, you may be eligible for continuation of coverage subject to the provisions stated in the “Continuation of Employer Group Coverage” section, or you may convert coverage. To convert coverage, see the “Conversion of Coverage” section of this Policy.

Your Plan may terminate your benefits and cancel this Policy immediately for any of the following reasons:

- The Identification Card is provided for use by any person not eligible for covered services under this Policy.
- You no longer live or work within the Service Area. The Service Area is specified on the Description of Coverage and/or the SBC.
- Any other reasons allowed by state or federal law.
- Failure to pay the required premium under the “Premiums” section of this Policy, subject to the grace period.

When Medicare is the primary payer, coverage of a Dependent of an active Employee who is enrolled in the Employer Group’s Medicare Advantage or Medicare Supplement Plan will terminate on the earlier of:

- The date the Employee is no longer covered under any plan offered by the Employer Group.

- The date he or she no longer satisfies the Dependent eligibility requirements as specified in the “Eligibility, Enrollment and Effective Date of Coverage” section.
- The date of the Employee’s death.
- The date on which any required contribution for coverage is not made, subject to any applicable grace period.
- The date the Employer Group eliminates Dependent coverage for all Policyholders.
- The date the Plan is terminated.
- Or any other termination reason as stated in the “Termination” section of this Policy

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.

Your Plan may terminate the Member’s rights and the rights of any covered Dependent and cancel this Policy as of his or her initial Effective Date if the Member performs an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact as prohibited by the terms of the Member’s Policy. The Member will be provided at least 30 days written advanced notice before the Member’s Policy is rescinded. The Member has 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, 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 your Plan 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 child 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 the child is dependent on their parent or other care Providers for lifetime care and supervision. 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.

If your Employer Group elects Domestic Partner coverage, coverage of a Domestic Partner and the child of a Domestic Partner will terminate on the last day of the month if one of the following occurs:

- One of the Domestic Partners marries.
- The Domestic Partners no longer have a common residence.

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. Your Plan 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 that date on which your Plan has the right to terminate this Policy according to the terms and conditions of this Policy or the date the Group Enrollment Agreement terminates, 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.

In the event your Plan decides to no longer offer a particular type of insurance product, the following processes will be followed:

- Your Plan will notify you and your employer at least 90 days prior to the renewal date that the insurance product is discontinued.
- Your Plan will offer your employer the option to purchase a plan that is currently offered in the health insurance marketplace.
- If an insurance product is discontinued, your Plan would do so uniformly and without regard to any specific employer's claims or Member health conditions.

Coverage of a Policyholder who is a Retired Employee will end upon his or her enrollment in Medicare, unless otherwise noted in the Group Enrollment Agreement. The Retired Employee will be given the opportunity to enroll in the Employer Group's Medicare Advantage or Medicare Supplement plan administered by Health Alliance if one is offered.

Coverage of a Dependent of a Retired Employee will terminate on the earlier of:

- The date the Retired Employee is no longer covered under any Health Alliance administered plan
- The date the Dependent no longer satisfies the Dependent eligibility requirements as specified in the "Eligibility, Enrollment and Effective Date of Coverage" section.
- The date the Retired Employee enrolls in Medicare unless otherwise noted in the Group Enrollment Agreement upon his or enrollment in Medicare (Note: The eligible Spouse/Dependent may be given the opportunity to enroll in the Employer Group's Medicare Advantage or Medicare Supplement plan administered by Health Alliance).
- The date of the Retired Employee's death.
- The date on which any required contribution for coverage is not made, subject to any applicable grace period.
- The date the Employer Group eliminates Dependent coverage for all Policyholders.
- The date the Plan is terminated.

COORDINATION OF BENEFITS

This coordination of benefits (COB) provision applies when you or your covered Dependents 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 coverage for Members of a Group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
 - "Plan" includes: Group insurance, closed panel or other forms of Group or Group-type coverage (whether insured or uninsured); individual or family insurance; closed panel or other individual coverage; medical care components of Group long-term care contracts, such as skilled nursing care; medical benefits under 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 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 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, 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 (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 routinely provides coverage for private Hospital rooms) is not an allowable expense.
 - If a person is covered under two or more plans that compute their benefit payments on the basis of Maximum Allowable Charge, any amount in excess of the highest of the Maximum Allowable Charge 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 Maximum Allowable Charges 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, Preauthorization or when the Member has a lower benefit because he or she did not use a Tier 1 or Tier 2 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 your Plan, and that limits or excludes benefits for services provided by other Providers, except in cases of an Emergency Medical Condition or referral by a Tier 1 or Tier 2 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 cover 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 parents' plans, 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's plan began on the same date as the Dependent's coverage under either or both parents' 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 cover 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 Employee (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 laws 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.

Your Plan 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. Your Plan 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 your Plan any information it needs to pay the claim.

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

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. Your Plan may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. Your Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give your Plan 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 or fax to Health Alliance Medical Plans 3310 Fields South Drive, Champaign, Illinois 61822 or 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.

Your Plan 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, your Plan 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. Your Plan will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means 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. 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. Your Plan 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.

CONVERSION OF COVERAGE

You may be eligible for the Health Alliance HMO Individual Conversion Plan if one of the following qualifying events occurs:

- Cancellation of eligibility for coverage under this Policy
- Cancellation of the Group Enrollment Agreement
- Non-renewal of the Group Enrollment Agreement
- Cancellation of the Employer Group Plan
- Non-renewal of the Employer Group Plan

To convert your coverage, you must submit a completed application and applicable premium payment to Health Alliance within 31 days after the date coverage under this Policy is terminated.

Coverage under the Health Alliance HMO Conversion Plan will not be available to you if one or more of the following occur:

- Cancellation of your coverage under an Employer Group plan for failure to make timely premium payments; for fraud or material intentional misrepresentation in enrollment or in the use of services or facilities; or for material violation of the terms of this Policy.
- You have not been continuously covered under this Policy during the three months prior to the termination date.
- You are covered by any other insured or uninsured plan, which provides Hospital, surgical or medical coverage.
- You are covered by or entitled to Medicare.
- You have moved outside of the Service Area.
- The Group Enrollment Agreement has been terminated in its entirety, and there is a succeeding carrier providing coverage to the Employer Group in its entirety.
- Your coverage under this Policy terminates because of Health Alliance being placed in rehabilitation or liquidation proceedings pursuant to section 5-6 of the Illinois Health Maintenance Organization Act.

Benefits under the Conversion Plan will be terminated upon any of the following:

- You fail to make Timely Payments.
- You become eligible under another health plan or become entitled to Medicare.
- You no longer live or work within the Service Area.

Comprehensive Health Insurance Plan

A Member who is losing coverage under this Policy may be eligible to convert coverage to the CHIP-HIPAA Plan, which is a comprehensive medical benefit plan offered under Section 15 of the Illinois Comprehensive Health Insurance Plan (CHIP) Act. This plan is available only to federally eligible individuals who qualify. You have 60 days from the date of the qualifying event to convert coverage. For more information on the CHIP-HIPAA Plan, call 1-800-962-8384. If you enroll in a Health Alliance individual plan, you may lose eligibility to enroll in the CHIP-HIPAA Plan.

MEDICARE-ELIGIBLE BENEFICIARIES

The federal “Medicare Secondary Payor” (MSP) laws regulate how certain employers may offer Employer Group healthcare coverage to Medicare-eligible Employees and Dependents. Under the MSP laws, Medicare generally pays

secondary to the Employer Group health coverage provided under this Policy for the following Medicare-Eligible Beneficiaries:

- Members with end-stage renal disease, during the first 30 months of Medicare eligibility or entitlement.
- Members ages 65 and older who are covered under this Plan due to their or their Legal Spouse's current employment status with the Employer Group, if the Employer Group has 20 or more Employees.
- Disabled Members under age 65 who are covered under this Plan due to their or a family member's current employment status with the Employer Group, if the Employer Group employs more than 100 Employees.

To assist your Employer Group and your Plan in complying with the MSP laws, you must notify your Employer Group promptly if you or any of your covered Dependents becomes eligible for Medicare or has Medicare eligibility terminated or changed. You must also promptly and accurately complete any requests for information from your Employer Group or your Plan concerning your or any of your covered Dependents' Medicare eligibility.

Medicare is the primary coverage for those Medicare-Eligible Beneficiaries to whom the MSP laws do not apply (for example, Retired Employees and their Legal Spouses who are ages 65 or older). Benefits for such Medicare-Eligible Beneficiaries do not include payment for services and items to the extent Medicare payment is available or would be available if the Medicare-eligible Member enrolled in Medicare and made a proper claim for Medicare payment.

For a Medicare-Eligible Beneficiary to obtain the greatest level of benefits, a Medicare-eligible Member to whom the MSP laws do not apply 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 your Plan at the number on the back of your Identification Card with any questions about the benefits available and how to obtain them. For questions regarding Medicare eligibility or benefits, contact the Centers for Medicare and Medicaid Services.

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

PAYMENT OF CLAIMS

The Plan pays benefits or assigns payment of benefits to the healthcare Provider unless you advise your Plan 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 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 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 his or her initial notice and as long as proof of notice was within the time frames listed in this section. Your Plan also accepts itemized bills in lieu of completed claim forms from Tier 3 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. Your Plan 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 be denied if the requested information is not received within the time frame given to provide the information.

Unless your Plan 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 are \$1,000 or less, your Plan may pay someone related to you by blood or marriage that your Plan considers to be entitled to the benefits. Your Plan will be relieved of further obligation as to this benefit payment when made by your Plan 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.

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
- Coordination of Benefits with other plans

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 your Plan
- 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

Your Plan 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. Your Plan 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, whether of the Employer Group or Health Alliance, 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.

Entire Contract and Changes

This Policy, the Description of Coverage and the SBC, and other papers attached, if any, in combination with the Group Enrollment Agreement and the application, constitute the entire contract between you and Health Alliance. No change in this contract will be valid until approved by an executive officer of Health Alliance. No agent has the authority to change this contract or to waive any of its provisions. Any provision, term, benefit or condition of coverage in this Policy may be amended, revised or deleted in accordance with the terms of the Group Enrollment Agreement between the Employer Group and Health Alliance, or in accordance with changes in state and/or federal law. This may be done without your consent.

ERISA

If you have questions about your rights under the Employee Retirement Income Security Act (ERISA), contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave. N.W., Washington, DC 20210.

Extension of Benefits in the Case of Total Disability

In the event of total disability, if this Plan is terminated for reasons other than those specified in the “Eligibility,” “Termination,” and “Guaranteed Renewability” sections of this Policy and replacement coverage is not available, 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 earlier of: 12 months following the effective date of termination, the date the maximum benefit is reached or the end of total disability.

Genetic Information

Your Plan 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.

Guaranteed Renewability

Your Plan will renew benefits under this Policy at the option of the Employer Group. Your Plan reserves the right to not renew or to discontinue coverage under this Policy and under the Group Enrollment Agreement for one or more of the following reasons:

- Non-Payment of premium by the Employer Group, which includes payments not made in a timely manner
- Acts of fraud or any material intentional misrepresentation by the Employer Group
- Violation of participation or contribution rules under the Group Enrollment Agreement
- Your Plan ceases to offer coverage in the market
- Movement outside the Service Area by either the Member, Employer Group or your Plan

Hospitalized on Effective Date

If on your Effective Date under the Plan, you or any of your covered Dependents are inpatients in a Hospital, you are required to notify the Plan at the number on the back of your 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.

Identification Card

The Identification Cards issued to you pursuant to this Policy are for identification only. Possession of an 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.

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.

New Medical Technologies

To keep pace with technology changes and your equitable access to safe and effective care, Your Plan 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 does not refuse to issue 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 under the terms of this Policy by Health Alliance to the Employer Group will be in writing and may be affected by deposit in any post office in the United States, addressed to the Employer Group at the most recent address of the Employer Group shown in the records of your Plan. Any notice to be given to you under the terms of this Policy by your Plan 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 your Plan. Any notice to be given under the terms of this Policy to your Plan 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 your Plan at the number on the back of your 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.

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.

Time Limit on Certain Defenses

No misstatements, except 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 fraudulent misstatements.

Timely Payment of Claims

All benefits due will be paid upon receipt of proof of loss. 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 as required by state law.

Pro-Rata Refund

In the event of the death of the Policyholder, your Plan 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.

Other Provisions

The obligation of your Plan is limited to furnishing healthcare coverage to Members through contracts with such Providers of care. Your Plan 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.

CONTINUATION OF EMPLOYER GROUP COVERAGE

This is a summary of your rights under the Illinois and the federally mandated continuation coverage laws, then in effect. You may be eligible to continue your healthcare coverage under this Policy provided you meet the requirements stated below and the terms and conditions of the Group Enrollment Agreement. It is the responsibility

of your employer to notify you of your rights to continuation of coverage. You should contact your employer for more detailed information on your rights to continuation of coverage.

STATE CONTINUATION

Eligibility

You, your covered Legal Spouse, Dependent children, and if applicable, Domestic Partner or children of a Domestic Partner may be eligible for 12 months of continuation coverage if you are a Member whose coverage under this Policy would otherwise terminate due to termination of the Policyholder's employment (termination of employment cannot be due to a felony or theft at work) or termination of membership, or the reduction of the Policyholder's hours and if you:

- Have been continuously enrolled under the Employer Group contract during the entire three-month period ending with the termination date
- Are not covered under another Employer Group health insurance Policy or entitled to Medicare
- Have not exercised your conversion coverage rights
- Have not moved outside the Service Area

Election

To elect continuation coverage, you must submit a completed application and applicable premium payment to your Plan within 30 days, but no later than 60 days following the date your coverage under this Policy ended, after you receive notification of your right to choose continuation coverage.

Termination of Coverage

Continuation coverage under this Policy will terminate if one of the following occurs:

- You have exhausted the maximum 12-month period
- You have failed to make timely premium payments
- The Group Enrollment Agreement is terminated
- You become covered under another Employer Group health insurance Policy
- You become eligible for Medicare
- You have moved outside the Service Area

SPOUSAL CONTINUATION

Eligibility

Your Plan will provide continuation coverage if:

- You are not covered under another Employer Group health insurance Policy or eligible for Medicare
- You have not exercised your conversion coverage rights; and
- You have not moved outside the Service Area
- You are a Legal Spouse or eligible Dependent whose coverage under this Policy would otherwise terminate due to one of the following qualifying events, and you were covered under this Plan on the day before the qualifying event:
 - Divorce from the Policyholder
 - Death of the Policyholder
 - Retirement of the Policyholder, and the Legal Spouse is age 55 or older

For purposes of this section, the term "Legal Spouse" means the Retired Employee's Spouse or a former Legal Spouse due to death or divorce of the Employee.

Within 30 days from the date of the divorce, death or retirement of the Employee, the Legal Spouse of the Employee must provide written notice to the employer or your Plan. The employer has 15 days to notify your Plan of the divorce, death or retirement of the Employee.

Election

Upon the receipt of written notice by the Employer Group of the divorce, death or retirement of the Employee, your Plan will notify the Legal Spouse of the Employee of his or her rights to spousal continuation coverage. To elect continuation coverage, you must submit the completed application and applicable premium payment to your Plan within 31 days after receipt of the notice.

Termination of Coverage

Continuation coverage under this Policy shall terminate for the Legal Spouse and any Dependents if one of the following occurs:

- The Legal Spouse is under 55 years old and has exhausted the maximum two-year period
- The Legal Spouse is age 55 or older and becomes eligible for Medicare
- The Legal Spouse remarries
- The Legal Spouse has failed to make timely premium payments
- The Group Enrollment Agreement is terminated
- The Legal Spouse becomes covered as an Employee under another Employer Group health insurance Policy

Upon termination, the Member may be eligible to enroll in a conversion plan, subject to the requirements stated in the “Conversion of Coverage” section of this Policy.

DEPENDENT CONTINUATION

Eligibility

Your Plan will provide continuation coverage if you are an eligible Dependent whose coverage under this Policy would otherwise terminate due to the death of the Policyholder or your attainment of the Limiting Age under the terms of this Policy if you:

- Were a covered Dependent under the terms of the Policy on the day before the qualifying event
- Are not eligible for coverage under spousal continuation
- Are not covered under another Employer Group health insurance Policy or eligible for Medicare
- Have not exercised your conversion coverage rights
- Have not moved outside the Service Area

Within 30 days of the date your coverage would terminate due to the death of the Policyholder or your attainment of the Limiting Age, you or a responsible adult acting on your behalf must provide written notice of the death of the Policyholder or your attainment of the Limiting Age to the employer or your Plan. The employer has 15 days to notify your Plan.

Election

Upon receipt of written notice from you, a responsible adult acting on your behalf or the Employer Group of the death of the Policyholder or your attainment of the Limiting Age, your Plan will notify you or the responsible adult acting on your behalf of your rights to Dependent continuation coverage. To elect continuation coverage, you or a responsible adult acting on your behalf must submit a completed application and applicable premium payment to your Plan within 31 days after receipt of the notice.

Termination of Coverage

Your Dependent continuation coverage under this Policy will terminate upon the earliest of the following:

- You or a responsible adult acting on your behalf fails to make timely premium payments
- Coverage would terminate under the terms of the existing Policy if you were still an eligible Dependent of the Policyholder
- The date you become covered as an Employee under another Employer Group health insurance Policy
- Two years from the date Dependent continuation coverage began
- The Group Enrollment Agreement is terminated

Upon termination, you may be eligible to enroll in a conversion plan, subject to the requirements stated in the “Conversion of Coverage” section of this Policy.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)
This section applies only to Members of an Employer Group with 20 or more Employees.

Continuation Coverage Rights Under COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain Employees and their Dependents covered under the Plan will be entitled to elect a temporary extension of health coverage (called “COBRA continuation coverage”) when coverage under the Plan would otherwise end. This notice is intended to inform you, in summary fashion, of your rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of Employer Group health plan coverage that must be offered to certain Policyholders and their eligible Dependents (called “qualified beneficiaries”) at Employer Group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the “qualifying event”). The coverage must be identical to the Plan coverage that the qualified beneficiary had immediately before the qualifying event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active Employees who have not experienced a qualifying event (in other words, similarly situated non-COBRA beneficiaries).

Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (i) Any individual who, on the day before a qualifying event, is covered under a Plan by virtue of being on that day either a covered Employee, the Legal Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.
- (ii) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a qualified beneficiary if that individual experiences a qualifying event.
- (iii) A covered Retired Employee who retired on or before the date of substantial elimination of Plan coverage that is the result of a bankruptcy proceeding under Title 11 of the U.S. Code with respect to the employer, including the Legal Spouse, surviving Legal Spouse or Dependent child of such a covered Employee if, on the day before the bankruptcy qualifying event, the Legal Spouse, surviving Legal Spouse or Dependent child was a beneficiary under the Plan.

The term “covered Employee” includes not only common-law Employees (whether part-time or full-time) but also any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan (e.g., self-employed individuals, independent contractor or corporate director). An individual is not a qualified beneficiary if the individual’s status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual’s employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a qualified beneficiary, then a Legal Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A Domestic Partner who does not qualify as a Policyholder’s tax dependent under IRS rules is not considered a qualified beneficiary. However, per the Group Enrollment Agreement, Domestic Partners may be eligible for COBRA. A Dependent who does not qualify as a Policyholder’s tax Dependent under IRS rules is not considered a qualified beneficiary.

Each qualified beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other Employer Group health coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary’s COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under another Employer Group health plan.

What is a Qualifying Event?

A Qualifying Event is any of the following, if the Plan provided that the Member would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA continuation coverage:

- (i) The death of a covered Employee.
- (ii) The termination (other than by reason of the Employee’s gross misconduct), or reduction of hours, of a covered Employee’s employment.
- (iii) The divorce or legal separation of a covered Employee from the Employee’s Legal Spouse.
- (iv) A covered Employee’s enrollment in any part of the Medicare program.
- (v) A Dependent child’s ceasing to satisfy the Plan’s requirements for a Dependent child (for example, attainment of the Limiting age for dependency under the Plan).
- (vi) The employer files for bankruptcy under Title 11 of the U.S. Code, and you are a Retired Employee.

If the qualifying event causes the covered Employee, or the covered Legal Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the qualifying event (or in the case of the bankruptcy of the employer, any substantial elimination of coverage under the Plan occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become qualified beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Legal Spouse or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

If a covered Employee discontinues coverage for his or her Legal Spouse in anticipation of divorce or other qualifying event prior to the actual event, when the divorce or other qualifying event becomes final, the employer must be notified so the notification can be sent.

If your employer is subject to the Family and Medical Leave Act of 1993 (FMLA), the taking of leave under FMLA does not constitute a qualifying event. A qualifying event will occur, however, if an Employee does not return to employment at the end of the FMLA leave, and all other COBRA continuation coverage conditions are present. If a qualifying event occurs, it occurs on the last day of FMLA leave, and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the

coverage is lost). **Note:** The covered Employee and Dependents will be entitled to COBRA continuation coverage even if they failed to pay the Employee portion of premiums for coverage under the Plan during the FMLA leave.

What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

What is the election period and how long must it last?

The election period is the time period within which the qualified beneficiary can elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the qualified beneficiary would lose coverage on account of the qualifying event and must not end before the date that is 60 days after the later of the date the qualified beneficiary would lose coverage on account of the qualifying event or the date that notice is provided to the qualified beneficiary of their right to elect COBRA continuation coverage.

Qualified beneficiaries should take into account that a failure to elect COBRA will affect future rights under federal law. Qualified beneficiaries should take into account the special enrollment rights available under federal law. Qualified beneficiaries have the right to request special enrollment in another Employer Group health plan for which you are otherwise eligible (such as a plan sponsored by your Legal Spouse's employer) within 30 days after your Employer Group health coverage under the Plan ends because of a qualifying event. Qualified beneficiaries will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available to you.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the Employee and his or her covered Dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their Employer Group health plan coverage ended. Any person who qualifies or thinks that they and/or their Dependents may qualify for assistance under this special provision should contact the employer for further information.

Is a covered Employee or qualified beneficiary responsible for informing the employer of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the employer has been timely notified that a qualifying event has occurred. The employer (if the employer is not the Plan Administrator) will notify the Plan Administrator of the qualifying event within 30 days following the date that coverage ends when the qualifying event is:

- the end of employment or reduction of hours of employment,
- death of the Employee,
- commencement of a proceeding in bankruptcy with respect to the employer, or
- enrollment of the Employee in any part of Medicare.

IMPORTANT:

For the other qualifying events (divorce or legal separation of the Employee and Legal Spouse or a Dependent child's losing eligibility for coverage as a Dependent child), you or someone on your behalf must notify your employer in writing within 60 days after the qualifying event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to your employer during the 60-day notice period, any Legal Spouse or Dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to your employer.

NOTICE PROCEDURES:

Any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to your employer. If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the Employee** covered under the plan,
- the **name(s) and address(es) of the qualified beneficiary(ies)**, and
- the **qualifying event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

There are other notice requirements in other contexts. See, for example, the discussion below under the heading entitled, "Duration of COBRA Coverage." That explanation describes other situations in which notice from you or the qualified beneficiary is required in order to gain the right to COBRA coverage.

Once your employer receives *timely notice* that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage for their Legal Spouses, and parents may elect COBRA continuation coverage on behalf of their eligible children. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event. If you or your Legal Spouse or Dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

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

When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a qualified beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a qualified beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (i) The last day of the applicable maximum coverage period.
- (ii) The first day for which Timely Payment is not made to the Plan with respect to the qualified beneficiary.
- (iii) The date upon which the Employer ceases to provide any Employer Group health Plan (including a successor plan) to any Employee.
- (iv) The date, after the date of the election that the qualified beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
- (v) In the case of a qualified beneficiary entitled to a disability extension, the later of:

- (a) 29 months after the date of the qualifying event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the Disabled qualified beneficiary whose disability resulted in the qualified beneficiary's entitlement to the disability extension is no longer Disabled, whichever is earlier; or
- (b) the end of the maximum coverage period that applies to the qualified beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a qualified beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries; for example, for the submission of a fraudulent claim.

In the case of an individual who is not a qualified beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a qualified beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the qualified beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a qualified beneficiary.

What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the qualifying event and the status of the qualified beneficiary, as shown below.

- (i) In the case of a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the qualifying event, if there is not a disability extension and 29 months after the qualifying event, if there is a disability extension.
- (ii) In the case of a covered Employee's enrollment in the Medicare program before experiencing a qualifying event that is a termination of employment or reduction of hours of employment, the maximum coverage period for qualified beneficiaries other than the covered Employee ends on the later of:
 - (a) 36 months after the date the covered Employee becomes enrolled in the Medicare program;
 - (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (iii) In the case of a bankruptcy qualifying event, the maximum coverage period for a qualified beneficiary who is the covered Retired Employee ends on the date of the Retired Employee's death. The maximum coverage period for a qualified beneficiary who is the covered Legal Spouse, surviving Legal Spouse or Dependent child of the Retired Employee ends on the earlier of the qualified beneficiary's death or 36 months after the death of the Retired Employee.
- (iv) In the case of a qualified beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the qualifying event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (v) In the case of any qualifying event other than those described above, the maximum coverage period ends 36 months after the qualifying event.

Under what circumstances can the maximum coverage period be expanded?

If a qualifying event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second qualifying event that gives rise to a 36-month maximum coverage period, the original period is expanded to 36 months, but only for individuals who are qualified beneficiaries at the time of both qualifying events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first qualifying event. The employer must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the employer.

How does a qualified beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a qualified beneficiary in connection with the qualifying event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the qualified beneficiary must also provide the employer with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice should be sent to the employer.

Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. Qualified Beneficiaries will pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a Disabled Qualified Beneficiary due to a disability extension. The Plan will terminate a qualified beneficiary's COBRA continuation coverage as of the first day of any period for which Timely Payment is not made.

Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

What is Timely Payment for payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or qualified beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the employer and the entity that provides Plan benefits on the employer's behalf, the employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a qualified beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that qualified beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the qualified beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

Must a qualified beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under an Employer Group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the qualified beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to qualified beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, contact your employer or COBRA administrator. For more information on ERISA, including COBRA, HIPAA and other laws affecting Employer Group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee

Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at DOL.gov/EBSA.

KEEP YOUR EMPLOYER INFORMED OF ADDRESS CHANGES

To protect your family's rights, you should keep your employer informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the employer.

TERMS

Capitalized terms used throughout the 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 coverage includes prescription drug therapy used during the cycle in which 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 in which the Plan's annual benefits are calculated.

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.

Center of Excellence

A tertiary or other healthcare Provider that is identified as having highly skilled experts and produces the best outcomes. Also called a “Center of Quality.”

Civil Union

A legally recognized relationship between two adults, either of the same or different sex, which provides benefits and protection under the laws of the state where the covered Employee 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 your Plan would cover for services. Services that have Contract Year Maximum Benefits are specified on the Description of Coverage and/or the SBC 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 this Plan under any of the following:

- An Employer 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 people 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 the Employer Group. If your Employer Group elects Domestic Partner coverage, this includes the Domestic Partner of a Policyholder or the child of a Domestic Partner who meets the eligibility requirements of the Group.

Description of Coverage

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

Disabled

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

Domestic Partner

An adult partner with whom the Policyholder lives in an exclusive, emotionally committed and financially responsible relationship.

Donor

An Oocyte donor or sperm donor.

Drug Formulary

A listing of drugs that your Plan covers.

Effective Date

The date that 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, 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.

Employee

A person who is an active, regular Employee of the Employer, regularly scheduled to work for the Employer in an Employee/Employer relationship.

Employer Group

An employer, association, union or other Employer Group who has contracted with your Plan to offer healthcare benefits to its Employees.

ERISA (Employee Retirement Income Security Act of 1974)

A federal law that regulates the majority of private pension and welfare Employer Group benefit plans in the United States.

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.

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 Preauthorization 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 your Plan.

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.

Group Enrollment Agreement

A contract, which this Policy is a part of, between Health Alliance and the Employer Group to offer Employer Group healthcare benefits to its Employees.

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 them 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.

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.

Identification Card

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

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 who have already reached their 35th birthday, 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 by 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.

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 to whom the Policyholder is legally married to or in a legally recognized Civil Union partnership with under the laws of the state where the covered Employee lives.

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 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 your Plan has negotiated with Tier 1 and Tier 2 Providers. If the amount billed by a Tier 3 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.
- 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.
- Not mainly for the convenience of you, a Physician or other Provider.
- 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 of age.

Non-Formulary Drugs

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

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.

Open Enrollment

A period of time determined by the Employer Group during which eligible Employees and their Dependents may enroll in the Plan.

Out-of-Pocket Maximum

The maximum dollar amount you and/or your family will pay in accumulated Copayments, Coinsurance and/or Deductible amounts for most 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.

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 adopted by the Employer Group for its eligible Employees.

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 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)

A person enrolled in the Employer Group’s health plan offered through your Plan who is a bona fide Employee, regularly employed on a permanent basis by the Employer Group. A Policyholder must live or work in the Service Area of the Employer Group’s Plan and is subject to the terms and conditions of the Group Enrollment Agreement.

Post-Stabilization Medical Services

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

Preauthorization (Preauthorized)

A review by your Plan 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 medications on the same day to eliminate the need for multiple trips to the pharmacy for easier management of medications.

Primary Care Physician

A Physician who spends a majority of clinical time engaged in general practice or in the practice of family practice, internal medicine or pediatrics. These Physicians are designated in the Provider Directory.

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 or Mid-Level Provider), healthcare facility and/or corporation licensed under the applicable laws of the state within the United States where the services are provided.

Provider Directory

A list of Preferred Providers or Provider Network for your Plan and the area they serve.

Provider Network

The Participating Providers that are associated with your Plan.

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 within days 16 through the end of the month, the Effective Date is the first day of the second following month after the requested enrollment.

Retired Employee

A former active Employee of the employer who retired while employed by the employer and who is covered under the Employer Group's healthcare Plan.

Retrospective Review

A review performed after a claim for benefits is received.

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 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.

Small Employer

An employer that employed an average of at least one, but not more than 50 Employees on business days during the preceding calendar year and who employs at least one Employee on the first day of the Plan Year.

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 SBC includes a uniform glossary of terms.

Surrogate Uterine Carrier

A Surrogate Uterine Carrier, also called a gestational surrogate or gestational carrier (GC), is an arrangement where a woman carries and delivers a child for another couple or person (intended parents). When using a gestational carrier, the eggs used to make the embryos do not come from the carrier.

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.

Tier 1 Provider

A Physician or other Provider who has entered into a valid contract with Health Alliance to provide Healthcare Services to Members. By utilizing these Providers, Members will receive the highest level of benefits. This may also be considered a Participating Provider.

Tier 2 Provider

Providers who have entered into a valid contract with Health Alliance to provide Healthcare Services to Members. When Members utilize Tier 2 Providers, they will receive a lower level of benefits than when using Tier 1 Providers, which is the highest level of care, but a higher level of benefits than when utilizing Tier 3 Providers that are not contracted with your Plan.

Tier 3 Provider

Providers who have not entered into a valid contract with Health Alliance to provide Healthcare Services to Members. When Members utilize Tier 3 Providers, they will receive a lower level of benefits than when using Tier 1 and Tier 2 Providers.

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 refer 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

Brief 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 also 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 provide 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.