

POLICY

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IL Large Group  
Triple Option PPO Policy

Health Alliance Medical Plans complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Health Alliance Medical Plans does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. Health Alliance Medical Plans:

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

If you need these services, contact customer service.

If you believe that Health Alliance Medical Plans has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Health Alliance Medical Plans, Customer Service, 3310 Fields South Drive, Champaign, IL 61822, telephone: 1-800-851-3379, TTY: 711, fax: 217-902-9705, [CustomerService@healthalliance.org](mailto:CustomerService@healthalliance.org). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Customer Service is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

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

### **For Language Access Services:**

#### **English:**

If you, or someone you're helping, have questions about Health Alliance Medical Plans, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-851-3379.

#### **Spanish:**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-851-3379 (TTY: 711).

#### **Polish:**

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-851-3379 (TTY: 711).

#### **Chinese:**

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-851-3379 (TTY : 711) 。

**Korean:**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.  
1-800-851-3379 (TTY: 711)번으로 전화해 주십시오.

**Tagalog:**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-851-3379 (TTY: 711).

**Arabic:**

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 711 (رقم هاتف الصم والبكم).  
1 -800 -8 51 -3379

**Russian:**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-851-3379 (телетайп: 711).

**Gujarati:**

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-851-3379 (TTY: 711).

**Vietnamese:**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-851-3379 (TTY: 711).

**Italian:**

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-851-3379 (TTY: 711).

**French:**

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-851-3379 (TTY: 711).

**Japanese:**

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。  
1-800-851-3379 (TTY:711) まで、お電話にてご連絡ください。

**Pennsylvanian Dutch:**

Wann du Deutsch schwetzsch, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-851-3379 (TTY: 711).

**Ukrainian:**

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-851-3379 (телетайп: 711).

**German:**

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-851-3379 (TTY: 711).

# ILLINOIS GROUP TRIPLE OPTION PPO PLAN

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## **MEMBERS' RIGHTS AND RESPONSIBILITIES**

- A right to receive information about Health Alliance, its services, its contracted Providers and Members' rights and responsibilities
  - A right to be treated with respect and recognition of your dignity and right to privacy
  - A right to participate with contracted Providers in making decisions about your health care
  - 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 Health Alliance Members' rights and responsibilities policy
  - A right to have reasonable access to health care
- 
- 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 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 Subscription Policy and any attached Riders or Amendments and follow the rules of membership
  - A responsibility to know the Providers in your networks
  - A responsibility to notify Health Alliance in a timely manner of any changes in his or her status as a Member or that of any of your covered Dependents



## HEALTH ALLIANCE TRIPLE OPTION PPO PLAN

### INTRODUCTION

The Health Alliance PPO Plan (Plan) is a health insurance Plan established as a fully insured product of **Health Alliance Medical Plans, Inc.** (Health Alliance). The main office of Health Alliance is located at 3310 Fields South Drive, Champaign, IL 61822. Customer Service Representatives are available via phone at 1-800-851-3379; this number is also on the back of your Health Alliance Identification Card.

This Policy, along with the Description of Coverage, Summary of Benefits and Coverage (SBC), Amendments and/or Riders, describes the health care 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 Health Alliance Member. As a Member, you are subject to all terms and conditions of this Policy, and payment of Copayments, Coinsurance and Deductible amounts, as specified on the Description of Coverage and the SBC.

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

### HOW THE HEALTH ALLIANCE TRIPLE OPTION PPO PLAN WORKS

The Triple Option PPO Plan allows you and your covered Dependents to make a choice on where you wish to receive health care services. Your level of coverage is determined by where you choose to receive services. You may choose to receive services from a Tier 1 Provider and receive the highest level of coverage. You may choose to receive services from a Tier 2 Provider in which you would pay more Out-of-Pocket expenses than Tier 1, but it is not the lowest level of coverage. You may also choose to receive services from a Tier 3 Provider. Choosing to receive services, other than Emergency Services, from a Tier 3 Provider will result in a lower level of coverage and more out-of-pocket expenses.

#### Selecting a Physician

It is recommended that you establish a relationship with a Primary Care Physician to coordinate your care, though it is not required. Some specialty care Providers may require a referral before services are provided. A Tier 1 and Tier 2 Provider Directory for your Plan is available online at [HealthAlliance.org](http://HealthAlliance.org); Click on "Find a Doctor" in the site's directory. We encourage you to create a login to view your plan-specific Providers and other Plan information. This Provider Directory lists Tier 1 and Tier 2 Providers in your Plan by specialty. If you do not have access to the internet or prefer to have a printed copy of the Provider Directory, one will be provided upon request.

In addition to their Primary Care Physician, female Members may select a Woman's Principal Health Care Provider to provide covered services within the scope of his or her license without a referral from a Primary Care Physician. A Woman's Principal Health Care Provider must be selected from among the list of Tier 1 or Tier 2 Providers in your Provider Network.

A Primary Care Physician (allopathic or osteopathic) who specializes in pediatrics may be selected for your Dependent children on this Plan.

Health Alliance requires Primary Care Physicians to provide access or direction to patients when they are unavailable or after hours. Health Alliance Members also have access to the Anytime Nurse line. This phone number is listed on the back of your Health Alliance Identification card.

#### Tier 1 Provider

Tier 1 Provider health care Services are paid according to the Description of Coverage and the SBC after any applicable individual or family Deductible has been met. Charges from Tier 1 Preferred Providers are not subject to Maximum Allowable Charge limitations because of their contract with Health Alliance.

After you provide the necessary information, Tier 1 Providers will file claims to Health Alliance on your behalf.

### **Tier 2 Provider**

Tier 2 Provider health care services are paid according to the Description of Coverage and SBC after any applicable individual or family Deductible has been met. Charges from Tier 2 Provider benefits are with a second tier of providers that are also contracted with Health Alliance. Charges from Tier 2 Provider benefits are with a second tier of providers that are contracted through an Extended Network Provider. Charges from Tier 2 Providers are not subject to Maximum Allowable charge limitations because of their contract with Health Alliance. Charges from Tier 2 Providers are not subject to Maximum Allowable charge limitations because of their contract with an Extended Network Provider.

After you provide the necessary information, Tier 2 Providers will file claims to Health Alliance on your behalf. When you see Tier 2 Providers, you will pay more than when seeing Tier 1 Providers, but will have a higher level of coverage than with Tier 3 Providers.

### **Tier 3 Provider**

Tier 3 Provider health care services are paid according to the Description of Coverage and the SBC, up to the Maximum Allowable charges, after any applicable individual or family Deductible has been met. Call Health Alliance at the number on the back of your Health Alliance Identification card for the maximum amount payable for the covered services.

Make sure that claims from Tier 3 Providers are submitted to Health Alliance within 60 days from the date of service. Claims submitted more than one year from the date of service are not covered by the Plan (see “Payment of Claims” section). 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.

**WARNING, LIMITED BENEFITS WILL BE PAID WHEN TIER 3 PROVIDERS ARE USED.** Be aware that when you use the services of a Tier 3 Provider for a covered service in non-emergency situations, benefit payments to such Tier 3 Provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your Policy’s fee schedule, the Maximum Allowable charge or another method as defined by the Policy. **YOU CAN EXPECT TO PAY MORE THAN THE DEDUCTIBLE, COPAYMENT AND COINSURANCE AMOUNT DEFINED IN THE POLICY AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.** Tier 3 Providers may bill Members for any amount up to the billed charge after the Plan has paid its portion of the bill as provided in Section 356z.3a of this Code. Tier 1 and Tier 2 Providers have agreed to accept discounted payments for services with no additional billing to the Member other than Copayments, Coinsurance and Deductible amounts. You may obtain further information about the Tier level of professional Providers and Out-of-Pocket expenses by calling Health Alliance at the number on the back of your Health Alliance Identification Card.

### **The Relationship Between Health Alliance and Tier 1 and Tier 2 Providers**

Tier 1 and Tier 2 Providers are responsible for providing you with the health care services covered by this Policy. Health Alliance does not provide health care services or make medical treatment decisions. Tier 1 and Tier 2 Providers are independent contractors and are not agents of Health Alliance. We have not given Tier 1 or Tier 2 Providers the authority to act on behalf of Health Alliance in any manner or to make any promises or representations to you on its behalf. Tier 1 and Tier 2 Providers are responsible for the services they provide to you, including the health care services covered under this Policy. Tier 1 and Tier 2 Providers are responsible for the services they provide to you and for the manner and skill with which those services are provided or rendered.

### **Termination or Non-Renewal of Tier 1 or Tier 2 Providers**

In the event that Health Alliance chooses to terminate or not renew a Tier 1 or Tier 2 Provider’s contract, the Policyholder and Provider will be notified within 60 days. If a Provider notifies us of their intent to terminate their relationship with Health Alliance, we will notify you within 60 days or as soon as possible after Health Alliance

receives notice. In the event that the Provider's license has been disciplined by a State licensing board, immediate written notice may be provided.

### **Continued Care Coverage with Terminating Physicians**

If your treating Physician's contract terminates with Health Alliance, you may be eligible for coverage of continued treatment by that Physician during a transitional period if you are in an ongoing course of treatment or if you are pregnant. The following conditions must be met: the Physician termination did not involve potential harm to a patient or disciplinary action by a state licensing board; the Physician remains in your Service Area; and the Physician agrees to abide by the terms and conditions of the terminating contract unless otherwise approved by Health Alliance for medical necessity. You must contact Health Alliance at the number on the back of your Health Alliance Identification Card within 30 days of receiving the termination notice if you want coverage of continued care with a terminating Physician.

- **Ongoing Course of Treatment**

If you are in an ongoing course of treatment, Health Alliance will cover continued treatment with your Physician for a period of 90 days at their previous level of coverage. The 90-day period starts on the date you receive notice from Health Alliance that your Physician's contract with Health Alliance is terminating.

- **Maternity Care**

If you are pregnant and have entered week 13 of your pregnancy by the date of your Physician's termination, Health Alliance will cover continued care with that Provider at their previous level of coverage through Post-Partum Care.

## **PREAUTHORIZATION**

### **Tier 1 and Tier 2 Provider Preauthorization**

Your Tier 1 or Tier 2 Provider is responsible for obtaining Preauthorization on your behalf. If the Preauthorization request is approved, your Tier 1 or Tier 2 Provider who requested the Preauthorization will be notified of the Effective Dates, and the care and services you are authorized to receive.

If the Preauthorization request is denied, you and your Tier 1 or Tier 2 Provider will be notified in writing. If the Preauthorization request is denied, the Plan will not provide coverage for the requested services.

### **Extended Network Provider Preauthorization**

When using an Extended Network Provider, 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, Health Alliance will not provide coverage for the requested services. (See Preauthorization Procedures for Non-Urgent Care (Pre-Service Claims), Preauthorization Procedures for Urgent Care (Pre-Service Claims)).

**Preauthorization can be initiated by calling Health Alliance at the number on your Health Alliance Identification Card.**

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

### **Tier 3 Provider Preauthorization**

When using Tier 3 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 or she can determine whether further care is needed, and if so, submit another Preauthorization request to Health Alliance.

If your Preauthorization request is denied, Health Alliance will not provide coverage for the requested services. See Preauthorization Procedures for Non-Urgent Care (Pre-Service Claims), Preauthorization Procedures for Urgent Care (Pre-Service Claims).

**Preauthorization can be initiated by calling Health Alliance at the number on the Health Alliance Identification Card.**

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

To determine what procedures or supplies would require Preauthorization visit the Health Alliance website at HealthAlliance.org, login to your account, click on the Authorizations tab and choose Policies & Procedures in the menu on the right, or contact Health Alliance at the number listed on the back of your Health Alliance 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 or 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 Preferred Provider level for Tier 3 services only if you obtain Preauthorization before receiving treatment. The only exception to this rule is in 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.**

**Tier 3 and Extended Network Provider Preauthorization Penalty**

If you or your Tier 3 Provider or Extended Network Provider do not notify Health Alliance of Hospital admissions to a Tier 3 or Extended Network Provider Hospital or do not Preauthorize any of the Outpatient Surgical procedures listed and they are performed by a Tier 3 Provider or Extended Network Provider and/or performed at a Tier 3 freestanding surgical center or the Outpatient department of a Tier 3 OR Non-Preferred Hospital, the Plan imposes an additional penalty amount (see the Description of Coverage for the amount of the Preauthorization penalty.) The Penalty amount is the lesser of 50% or \$1,000 per service. The Preauthorization penalty does not apply to your Benefit Year Out-of-Pocket Maximum.

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

Preauthorization must be obtained prior to a scheduled hospitalization, procedure or purchase of a supply listed above. Health Alliance 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, Health Alliance 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. Health Alliance 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 Health Alliance. Health Alliance 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, health care setting, level of care or effectiveness, and you have exhausted the internal appeals process, you also have the right to request that decision to be reviewed by an independent review organization (see “External Review of Appeals”).

### **Preauthorization Procedures for Urgent Care (Pre-Service Claims)**

Health Alliance will make a coverage decision for Urgent Care within 24 hours of receipt of the requested information, but no later than 48 hours after receipt of the request. Health Alliance 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 3 days of the coverage decision.

If additional information is needed, Health Alliance 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. Health Alliance will make a decision as soon as possible after receipt of the requested information, but not 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 health care Provider believes that the denial of coverage of health care services or the timeframe for completion of an expedited internal review would jeopardize your life, your health or your ability to regain maximum function, you have the right to request an expedited review by an independent review organization. If your 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”).

### **Notification of Emergency Services**

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

## **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 health care Provider believes that the denial of coverage of health care services or the timeframe 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 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)**

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

If the Plan needs additional information to make a decision, Health Alliance will advise you or your authorized representative of the specific information needed within 30 days of receipt of the claim. You will have 45 days to

provide the requested information. Health Alliance will make a decision within 15 days of receipt of the additional information or within 15 days after the end of the period given to provide the additional information, whichever is earlier.

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

If your claim for coverage is denied on the basis of Medical Necessity, appropriateness, health care 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 with Health Alliance. 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 Health Alliance Plan for coverage if he or she has one of the following relationships to you:

- Your Legal Spouse.
- Your natural-born, legally adopted or stepchild.
- A child for whom you or your Legal Spouse are the court-appointed legal guardian.
- A child placed for adoption with you or your Legal Spouse.

Placement or placed for adoption: Means you assume and retain total or partial support of the child in anticipation of an adoption. If the child’s placement for adoption 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: foster children, 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 of 26 unless otherwise specified in the Group Enrollment Agreement or under the age of 30 if they are a veteran and an Illinois resident who served in the Armed Forces 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 who is a veteran shall submit to Health Alliance a form approved by the Illinois Department of Veterans’ Affairs stating the date in which the Dependent was released from service.

Coverage for a Dependent child will terminate the last day of the month in which the Dependent 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 child incapable of self-sustaining employment, and the child is

Dependent on his or her parent(s) 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.

### **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 Group application form to your employer within 31 days of your eligibility date.

If a Member is not eligible for coverage under the Plan and information has been withheld or omitted, which would constitute fraud or intentional misrepresentation of information, and Providers have been reimbursed for services and supplies on behalf of the Member, any such Member or responsible parent or guardian in case of a minor is required to reimburse Health Alliance for any and all sums paid on his or her behalf for health care services together 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 or Children Placed for Adoption**

If you are paying premiums for individual coverage (employee only), your newborn child is covered from the moment of birth only if you submit a Group application form to your employer within 31 days of the birth.

If you are paying premiums for Family Coverage, your newborn child is covered from the moment of birth for the first 31 days of life. If payment of an additional premium is required, coverage after 31 days is contingent upon the submission of a completed Group application form to your employer within 31 days following the birth.

If no additional premium is due, a completed Group application form must be submitted to your employer within 31 days following the birth. Coverage for the 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, or a child is placed for adoption with you, coverage is subject to the submission of written documentation by a completed Group application form within 31 days from the date of the order or agreement. Written documentation includes, but is not limited to, an interim court order, an agreement of placement for adoption or the signature of a judge on a final order of adoption, guardianship or placement for adoption.

Premiums for coverage of a newborn, adopted child or child placed for adoption will be payable from the date of eligibility and must be paid within 31 days from the date your request for coverage is received. Group application forms 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 you, the Policyholder, are 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 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 and 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 such 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.
- Or for reasons otherwise specified in the Termination section of this policy.

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 where eligible employees and their eligible Dependents may enroll or make other changes on the Plan by submitting a completed Group application form to their employer within 31 days of the Employer Group's renewal date.

### **Special Enrollment**

Federal law and this policy describe special enrollment provisions, which establish a period of time in which you have the option to enroll in the Plan when you or your Dependents experience a qualifying event. Members may be required to provide verification of their qualifying event to Health Alliance.

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 may be required to provide supporting documentation for the change in enrollment to Health Alliance.

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

- If you and/or your 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 significant reduction in or termination of employer contributions, a significant increase in the cost of coverage or you receive a notice of the loss of minimum essential coverage, you and your eligible Dependents may enroll in the Plan. The Effective Date of coverage of you and your Dependent(s) added through this qualifying event is the date of the qualifying event.
- If you and your eligible Dependents are no longer eligible under another Employer Group health 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 of you and your Dependent(s) added through this qualifying event is the first of the month following the date of the qualifying event.



- If you or your eligible Dependents exhaust COBRA continuation or state continuation coverage under another employer-sponsored Group health plan, you and your eligible Dependents losing coverage may enroll in the Plan. The Effective Date of coverage of you and your Dependent(s) added through this qualifying event is the date of the qualifying event.
- If you gain a Dependent through a court order, you may enroll yourself, your eligible Legal Spouse, the new Dependent or any other eligible Dependent children not currently enrolled in the Plan. The Effective Date of coverage of you and your Dependent(s) added through this qualifying event is the first of the month following the date of the qualifying event.
- If you acquire a new Dependent through marriage, you may enroll yourself and/or your new Legal Spouse and eligible Dependents in the Plan. The Effective Date of coverage of you and your Dependent added through this qualifying event is the date of the qualifying event.
- If you acquire a new Dependent through birth, adoption or placement of a child pending legal adoption, you may enroll yourself, your eligible Legal Spouse, the newborn or newly adopted child, and any other eligible Dependent children not currently enrolled in the Plan. The Effective Date of coverage of you and your Dependent(s) added through one of these qualifying events is the date of the qualifying event or, you may request a Regular Effective Date. If you choose a Regular Effective Date, the Effective Date is as follows:
  - 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 qualifying event
  - If the enrollment is requested between the sixteenth and last day of the month, the Effective Date will be the first day of the second following month after the qualifying event.
- 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 of coverage of you and your Dependent added through this qualifying event is the date of the qualifying event.

To be eligible to enroll under the following 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 may be required to provide supporting documentation for the change in enrollment.

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

- 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 when added through this qualifying event is the first day of the month following the date of the event.
- If you or your Dependents become eligible 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 Dependent(s) added through this qualifying event is the first day of the month following the date of the event.
- If you or your eligible Dependent is enrolled in an eligible Employer Group 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 Dependent(s) added through this qualifying event is the first day of the month following the date of the 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 recession 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), as amended, 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 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 the continued coverage on the same terms as an employee actively at work.

If you return to work following the date 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 Plan only if and 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:
  1. The 24-month period beginning on the date the Policyholder's absence begins, or
  2. 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 percent 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 re-employment 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 Plan 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 timeframes established under USERRA and appropriate documentation is provided upon request.

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

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

All Copayment, Coinsurance and Deductible amounts are specified on the Description of Coverage and the SBC. Any Coinsurance for Tier 1 or Tier 2 Providers is based on the amount the Tier 1 or Tier 2 Provider has agreed with Health Alliance or Extended Network Provider to accept as full payment for the service, which is referred to as the discounted or allowed amount.

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

The Out-of-Pocket Maximum amounts for an individual and family are specified on the Description of Coverage and the SBC. These are the maximum amounts you are required to pay in Copayments, Coinsurance and Deductibles for medical services during the Benefit Year.

Any Copayment, Coinsurance or Deductible amount exceeding the Out-of-Pocket Maximum will be waived for the remainder of the Benefit Year. If you have paid any Deductible, Copayment or Coinsurance amounts after you have reached your Out-of-Pocket Maximum, you may request a refund. Requests for refunds must be submitted to Health Alliance prior to the end of the Plan Year or as soon as reasonably possible. Health Alliance is not responsible for refund requests more than one year after any overpayment.

Any Copayments, Coinsurance or Deductibles that are not applied to your Out-of-Pocket Maximum are specified on the Description of Coverage and 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 and is specified on the Description of Coverage and the SBC. This is the maximum amount the Plan will pay for specific non-Essential Health Benefits during the Benefit Year. You must reimburse the Plan for any amounts exceeding the Plan Year Maximum that the Plan pays on your behalf.

## **PREMIUMS**

### **Payment of Premiums**

You, or anyone paying on your behalf (e.g., your Employer Group), must remit the specified premium to Health Alliance monthly. You are entitled to the benefits of this Policy only if Health Alliance receives the full amount of the premium within the required time period.

### **Premium Rate Revision**

Premium rates are subject to change annually upon the Plan Year renewal date. Rates may also be subject to change during a Plan Year due to a change in age, number of eligible Dependents or Medicare status. Notice of a change in the annual premium rate will be provided to your Employer Group not less than 31 days prior to the Effective Date of the change.

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

### **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 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 coverage was in effect. The Policyholder will remain liable for the payment of any applicable share of the premium for the time coverage was in effect, as well as for any Deductible, Copayment or Coinsurance owed because of services received during the grace period.

### **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 Health Alliance and advance payment of any overdue premiums.

## **WHAT IS COVERED**

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

Expenses for healthcare services are covered only if the services are Medically Necessary for the treatment, maintenance or improvement of your health. Some health care services are subject to Preauthorization by Health Alliance and a determination that criteria have been met.

Medical policies have been developed as a guide for determining Medical Necessity. These medical policies provide the criteria that must be met before coverage is provided for some health care services covered under this Policy. Medical policies are available on the Health Alliance website, [HealthAlliance.org](http://HealthAlliance.org), under “Medical Policies and Procedures”, or you can request a paper copy of a medical policy by contacting Health Alliance at the number listed on the back of your Health Alliance Identification Card.

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

### **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 or by means other than by ambulance.

**Ground Transportation** – Emergency transportation by ground ambulance is covered for an Emergency Medical Condition when Medically Necessary.

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

Amino-based elemental formulas, regardless of how they are delivered, for the diagnosis and treatment of eosinophilic disorders and short bowel syndrome are covered when prescribed by a Physician as Medically Necessary (see “Durable Medical Equipment” 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 (DSM)* published by the American Psychiatric Association, including Autism, Asperger's disorder and pervasive developmental disorder.

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

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

Services must be provided by 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. Coverage for Medically Necessary early intervention services must be delivered by a certified early intervention specialist.

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

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

Bariatric surgery for severe obesity is covered for select procedures based on Medical Necessity and is limited to those shown to have significant published experience on long-term results for the treatment of severe obesity for patients who have documented failure of physician supervised, non-surgical weight loss (consisting of dietary therapy, appropriate exercise, behavior modification and psychological support) and who meet Medical Necessity criteria. 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 from 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. Coverage is limited to individuals age 18 and older at the time of surgery.

### **Blood**

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

### **Cardiac Rehabilitation Services**

Cardiac Rehabilitation Phase I, provided on an inpatient basis for an acute cardiac episode or surgery, is covered. Cardiac Rehabilitation Phase II, which is initiated immediately following Phase I, is covered. Repeat Phase II rehab is a provisionally covered benefit. Cardiac Rehabilitation Phase III is not covered. Cardiac Rehabilitation services are covered at the other covered services benefit level 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.

### **Clinical Trials**

During an approved Clinical Cancer Trial, routine patient care that is administered to the Member as defined in this Policy is covered unless the service or item is covered by the Clinical Trial directly. Each covered service is subject to the Deductibles, Copayments or Coinsurance amounts specified on the Description of Coverage and the SBC.

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

- Preauthorized by Health Alliance;
- 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 United States Department of Defense, the United States Department of Veterans Affairs or the United States Department of Energy; and/or
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration: or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

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

Federal Drug Administration (FDA) approved prescription Contraceptive devices, injections, procedures and services, including Natural Family Planning, are covered.

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 the Description of Coverage and the SBC.

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

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

Sterilization procedures, intended for Contraceptive purposes are covered under the Wellness benefit. Additional charges with a medical diagnosis are subject to the appropriate Deductible, Copayment or Coinsurance as specified on the Description of Coverage and the SBC (see “Sterilization Procedures” under “What is Covered”).

Prescription Contraceptives, including but not limited to, Contraceptive pills, patches and the ring are not covered unless otherwise specified in a Rider attached to this Policy.

### **Dental Services**

Hospitalization for Dental work will be covered for children age six and under; individuals with a medical condition that requires hospitalization or general anesthesia for dental care; or individuals who are disabled, when Preauthorized by Health Alliance (see “Oral Surgery” in this section for other covered services.)

### **Diabetic Equipment and Supplies**

Blood glucose monitors, , cartridges for the legally blind and insulin infusion devices, lancets and lancing devices are covered subject to the durable medical equipment Deductible, Copayment and Coinsurance amount specified on the Description of Coverage and the SBC.

**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, laboratory tests and pathology services are covered when ordered by a Physician and Preauthorized by Health Alliance, when Preauthorization is required.

**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 health care professional under the direction of a Physician.

**Durable Medical Equipment and Orthopedic Appliances**

Corrective and orthopedic appliances (such as leg braces and knee sleeves) and durable medical equipment (such as wheelchairs, 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 Physician. The rental or purchase of a manual breast pump is covered during pregnancy and through the postpartum period under the Plan's Wellness benefit (see "Wellness" under "What is Covered").

Based on Medical Necessity, the equipment is made available through rental or purchase agreements. Costs associated with the repair of covered equipment are covered if the equipment has been properly maintained. Ostomy supplies are also covered but other disposable supplies are not covered.

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

**Emergency Services**

Emergency Services 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.

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

The Emergency Services Deductible, Copayment or Coinsurance is waived if you are admitted to the Hospital when your Plan requires an inpatient Hospital Deductible, Copayment or Coinsurance. Elective care or care required as a result of circumstances which could reasonably have been foreseen prior to leaving your Service Area will be covered at the Tier 3 Provider level of benefits. Unexpected hospitalization due to complications of pregnancy is covered.

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

**End-Stage Renal Treatment**

Treatment and services for End-Stage Renal Disease are covered in both an outpatient and in-patient setting as defined in this Policy. Each covered service is subject to the Deductible, Copayments or Coinsurance amounts specified on the Description of Coverage and SBC.

**Erectile Dysfunction**

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

Medications are excluded from coverage unless an Outpatient Prescription Drug Rider with an Erectile Dysfunction benefit is attached to this Policy.

**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 the SBC.

**Genetic Testing**

Genetic testing and molecular diagnostic testing is covered when determined to be Medically Necessary. Preauthorization and Health Alliance approval is required. Testing that is determined to be experimental or investigational is not covered. (See “Experimental Treatments/Procedures/Drugs/Devices/Transplants” under “What is Not Covered”).

**Habilitative Services**

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

- Habilitative services include occupational therapy, physical therapy, speech therapy and other services prescribed by the treating Physician pursuant to a treatment plan to enhance the individual’s ability to function.
- Congenital, genetic and early acquired disorders include hereditary disorders, autism or an autism spectrum disorder, cerebral palsy or disorders resulting from illness or Injury, which occurred prior to a child’s developing functional life skills, such as walking, speaking or self-care skills.

Treatment must be Medically Necessary and therapeutic. Treatment shall be administered by licensed Providers (speech-language pathologist, audiologist, occupational therapist, physical therapist, Physician, nurse, optometrist, nutritionist, social worker or psychologist) under the direction of the treating Physician. 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.

**Hearing Evaluations**

Hearing evaluations performed by licensed Providers are covered. Cochlear Implants are covered for members when determined to be Medically Necessary. Hearing aids, their fittings or testing for the purpose of using a hearing aid are not covered.

**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 Physician.

**Home Infusion Services**

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

**Hospice Care**

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

- Coordinated Home Care;
- Medical Supplies and dressings;



- Medication;
- Nursing Services – skilled and non-skilled;
- Occupational Therapy;
- Pain management services;
- Physical Therapy;
- Physician visits and;
- Social and spiritual 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 illnesses and, as estimated by a Physician, are expected to live less than 12 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 condition warrants otherwise. A private room would be covered (at no greater cost than a semi-private room to the member) if it is the only room available. Hospital admissions, including mental health and Substance Use Disorder, require notification to Health Alliance within 24 hours of admission.

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

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

### **Human Organ Donor**

If a Member is the recipient of a 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 would include 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, each will have benefits paid by their own policy.

### **Human Organ Transplant**

Human organ transplants are covered for non-experimental organ or tissue transplants and procedures, including "bone marrow transplants" and similar procedures, upon prior order and written referral of a Physician, and upon the findings of a Medical Director that the recommended treatment is 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. Coverage for benefits under this subsection begins with the transplant evaluation prior to initiation of the organ or tissue transplant or procedures and ends one year after transplant. Office visit and Hospital care Copayments or Coinsurance apply as specified on the Description of Coverage and the SBC.

Coverage includes, but is not limited to:

- Inpatient and Outpatient medically necessary services related to the transplant surgery.
- The evaluation, preparation and delivery of the donor organ.
- The removal of the organ from the donor.
  - Organ and tissue procurement is covered. Organ and tissue procurement consists of removing, preparing, preserving and transporting the donated organ or tissue.
- The transportation of the donor organ to the location of the transplant surgery.
  - The Plan covers transportation, lodging and meals for the transplant recipient and a companion for travel to and from the Health Alliance designated transplant center. If the patient is a minor, transportation and reasonable necessary lodging and meal costs for two people 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 will be covered subject to the following terms, conditions and limitations. Infertility services are covered upon prior order and written referral from a Member's Primary Care Physician or Woman's Principal Health Care Provider and when Preauthorized by Health Alliance that the Member meets all Health Alliance criteria for coverage. Prescribed and approved services must be received at an Infertility center or other provider approved by and under contract with Health Alliance. 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 Participating Physician or Mid-Level Provider.
- Office visits related to the initial evaluation or follow-up appointments.
- Lab and X-ray, Huhner test (post-coital 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 includes prescription drug therapy used during the cycle where an Oocyte retrieval is performed.
- Outpatient prescription drugs and Specialty Prescription 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.

Benefit Limitation/Oocyte Retrieval Limitation:

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

- The maximum number of completed Oocyte Retrievals that shall be eligible for coverage is six per Plan Year.

#### Donor Expenses:

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

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

A mandibular or maxillary osteotomy is covered only if you have significant functional problems that have not been corrected with dental and/or orthodontic treatment.

#### **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 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 Deductibles, Copayments or Coinsurance as specified on the Description of Coverage and 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 delivery by cesarean section. Coverage for the newborn would begin at the moment of 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 Physician, a post-discharge Physician 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 the SBC.

Lactation counseling and/or support and the rental or purchase of a manual breast pump is covered during pregnancy and through the postpartum period under the plan's Wellness benefit. The rental or purchase of an electric breast pump is covered during pregnancy and through the postpartum period under the Plan's durable medical benefit; see "Durable Medical Equipment and Orthopedic Appliances" under "What is 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.

### **Medical Specialty Prescription Drugs**

Specialty Prescription 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 Prescription Drug on the Health Alliance Drug Formulary:

- (1) specialized procurement handling, distribution or administration 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 Medical Specialty Prescription Drugs include, but are not limited to, biological specialty drugs, growth hormones, organ transplant specialty drugs and cancer specialty drugs. For a complete listing of Specialty Drugs, visit [HealthAlliance.org](http://HealthAlliance.org).

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

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

Pharmacy Specialty Prescription Drugs are not covered unless otherwise specified in an Outpatient Prescription Drug Rider attached to this Policy.

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

### **Mental Health Care**

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

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

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.

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, care in lieu of detention or correctional placement, non-Medically Necessary services, and services with a diagnosis of marriage or social counseling unrelated to mental health conditions.

### **Oral Surgery**

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

- Traumatic Injury to sound natural teeth for Medically Necessary non-restorative services within 30 days of an Injury
- Traumatic Injury to the jaw bones or surrounding tissue within 30 days of the Injury
- Correction of a non-dental pathological condition such as cysts and tumor
- Medical Dental work needed in order to treat cancer itself
- Medical Dental care required to be performed in order to treat another underlying medical condition such as malnutrition or digestive disorders

### **Orthotics**

Specially molded and custom-made orthotics are covered when prescribed by a Physician and Preauthorized by Health Alliance. The orthotic and orthopedic appliance Deductible, Coinsurance or Copayment amount as specified on the Description of Coverage and the SBC applies. Special shoe inserts for arch or foot supports that are prescribed following an open surgical procedure on the bones, tendons, etc., of the foot or may be prescribed to avoid an open surgical procedure are covered.

### **Outpatient Surgery**

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

### **Pain therapy**

Medically Necessary pain therapy is covered as defined in this Policy. This includes, but is not limited to, pain therapy treatment of breast cancer. Pain therapy means pain therapy that is medically based and includes reasonably defined goals, including, but not limited to, stabilizing or reducing pain, with periodic evaluations of the efficacy of the pain therapy against these goals. Medically necessary pain medication Prescription drugs are not covered unless otherwise specified in a Prescription Drug Rider attached to this Policy.

### **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.

### **Pediatric Autoimmune Neuropsychiatric Disorders**

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

### **Physician Services**

Diagnostic and treatment services for illness or injury, and Wellness Care provided by a Physician or under the supervision of a Physician including the recommended periodic healthcare examinations and Well-Child Care are covered, as specified on the Description of Coverage and the SBC. Physician Services include Medically Necessary treatment or services, 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.

### **Prostheses**

Prosthetic Devices, such as artificial limbs, are covered when Medically Necessary due to an illness or Injury and prescribed by a Physician and Preauthorized by Health Alliance.

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

### **Pulmonary Rehabilitation**

Pulmonary Rehabilitation Phases I and II are covered benefits when Medically Necessary. Other Pulmonary Rehabilitation Phases are not covered.

### **Reconstructive Surgery**

Services to correct a functional defect resulting from an acquired and/or congenital disease or Injury are covered when preauthorized by Health Alliance 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 a newborn is covered.

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

Coverage for breast reconstruction includes:

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

### **Rehabilitation and Skilled Care – Inpatient**

Inpatient services for rehabilitation and Skilled Care with ongoing documentation of Medical Necessity are covered, subject to any inpatient rehabilitation and Skilled Nursing coverage limitations specified on the Description of Coverage and the SBC. Inpatient admissions require Preauthorization by Health Alliance.

### **Rehabilitative Therapy Services – Outpatient**

Speech, physical and occupational therapies as well as hot/cold pack therapies for medical conditions received in the Outpatient or home setting when you are homebound, which are directed at improving physical functioning are covered, subject to any Outpatient Rehabilitation coverage limitations specified on the Description of Coverage and the SBC per condition, per Benefit Year. Therapies are counted by type and date of service. Habilitation services are also covered under the Rehabilitation services benefit.

The Outpatient Rehabilitation Services Plan Year benefit limit does not apply to the Autism Spectrum Disorders benefit.

Speech therapy for the treatment of a Pervasive Developmental Disorder as defined by the American Psychological Association is covered for up to 20 additional speech therapy visits per Benefit year.

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 where 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.

### **Sexual Assault or Abuse Victims**

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

### **Spinal Manipulation**

Spinal manipulation and mobilization is covered for the care of musculoskeletal spinal disorders where significant improvement can be expected from such treatment. Hot/cold pack therapy used in conjunction with manipulation and mobilization is also covered; see “Rehabilitation Therapy Services—Outpatient”. Spinal manipulation is subject to coverage limitations specified on the Description of Coverage and the SBC. Spinal manipulations may be provided by a Participating Doctor of Osteopathy (D.O.), a Chiropractor (D.C.) or other Physician that can provide this service within the scope of their state license.

Spinal Manipulation may require Preauthorization by Health Alliance; see “Preauthorization” under “How the Health Alliance PPO Plan Works”.

### **Sterilization Procedures**

Elective sterilization procedures, such as tubal ligation are covered. Vasectomies performed as an office procedure are covered. Sterilization procedures intended for Contraceptive purposes only are covered under the Wellness benefit listed on the Description of Coverage and 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 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 Health Alliance within 24 hours of admission.

### **Substance Use Disorder Treatment**

Substance Use Disorder rehabilitation services or treatment are covered for Medically Necessary treatment, subject to any coverage limitations specified on the Description of Coverage and the SBC.

Inpatient benefits include: Medically Necessary inpatient hospitalization and residential care. Inpatient care does require notification to Health Alliance within 24 hours of admission.

Outpatient benefits include individual counseling sessions or group Outpatient visits.

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

Inpatient and Outpatient Substance Use Disorder treatment coverage does not include care in lieu of detention or correctional placement or 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 the SBC.

### **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 or (iii) pelvic examination.

### **Telemedicine Services**

Medically necessary Telemedicine services are covered. This would include medical exams and consultations; and behavioral health, including substance use disorder evaluations and treatment.

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

### **Temporomandibular Joint (TMJ) Disorder**

Temporomandibular Joint services and treatment as defined in this Policy are covered.

### **Tobacco Cessation Program**

Tobacco cessation is covered, including Health Alliance's Quit For Life ® program. Tobacco cessation prescription drug therapy, as defined by the Health Alliance formulary, is not covered unless otherwise specified in Pharmacy Rider attached to 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 and treat patients on a walk-in basis without a scheduled appointment. You will be subject to the Deductible, Copayment or Coinsurance as listed on the Description of Coverage and SBC.

### **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 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).

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

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



## **Wellness Care**

Well-child care, annual physicals and annual well-women visits are covered as Wellness visits. Additional visits are subject to the office visit Copayments or Coinsurance and/or Deductible on the Description of Coverage and the SBC.

Other preventive health services include:

## **Immunizations**

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

- human papillomavirus vaccine for Members age 9-26;
- shingles vaccine for Members 60 years of age and older;
- hepatitis A & B;
- influenza vaccine;
- MMR (measles, mumps and rubella);
- Meningococcal;
- Pneumococcal;
- Tetanus, Diphtheria, Pertussis;
- Haemophilus influenza type b;
- Inactivated Poliovirus;
- Rotavirus;
- Varicella; and
- all immunizations that are scheduled as part of adult and child vaccination schedules as determined by published preventive care guidelines.

For a complete listing of the immunization schedules and immunizations please visit [HealthAlliance.org](http://HealthAlliance.org) or [www.cdc.gov](http://www.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 at least every three years for women at least 20 years of age but less than 40 years of age, and annually for women 40 years of age or older, 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 age 35 and over. Screenings other than what is listed are subject to the diagnostic testing and/or office visit Deductibles, Copayments or Coinsurance listed on the Description of Coverage and SBC.

A comprehensive breast ultrasound and breast MRI may be considered wellness if a mammogram demonstrates heterogeneous or dense breast tissue, when medically necessary as determined by a Physician and when specific medical criteria are met. A screening MRI of the breast may be considered wellness when medically necessary as determined by a Physician and when specific medical criteria are met. Breast ultrasounds and MRI's that do not meet wellness or screening medical criteria would be subject to the diagnostic testing and/or office visit Copayments, Coinsurance or Deductibles listed on the Description of Coverage and the SBC.

## **Pap Smear**

One cervical smear or Pap smear test each year is covered for females. Additional Pap smear tests are subject to the appropriate Deductible, Copayment or Coinsurance listed on the Description of Coverage and the SBC.

**Prostate Exams**

Annual digital rectal exams are covered for asymptomatic men age 50 and over, African-American men age 40 and over and men with a family history of prostate cancer age 40 and over when authorized by your Primary Care Physician. Additional exams and prostate-specific antigen tests are subject to the appropriate Deductible, Copayment or Coinsurance listed on the Description of Coverage and the SBC.

**Colorectal Cancer Screening**

A screening for colorectal cancer for Members age 50–75, 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 SBC. Colonoscopies and sigmoidoscopies done other than what is listed under Wellness are subject to the office visit and/or Outpatient Surgery/procedure (when there is an associated facility fee) Deductibles, Copayments and Coinsurance as specified on the Description of Coverage and the SBC.

**Bone Mass Measurement**

A one-time bone mass measurement screening for osteoporosis is covered as Wellness. Additional osteoporosis screenings are subject to the office visit and/or diagnostic testing Deductibles, Copayments and Coinsurance as specified on the Description of Coverage and the SBC.

**Cholesterol/Lipid Screening**

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

**Sexually Transmitted Infection Counseling and Screening**

Counseling and screenings for sexually transmitted infections, including but not limited to, the human immune-deficiency virus (HIV), hepatitis C virus (HCV), syphilis, gonorrhea, Chlamydia and human papillomavirus (HPV) are covered annually under Wellness. Additional charges or visits will be subject to the appropriate Deductibles, Copayments or Coinsurance on the Description of Coverage and the SBC.

**High-Risk HPV (human papillomavirus) testing**

DNA testing in women age 30 and over, once every three years is covered for women under the Wellness benefit. Additional charges or testing will be subject to the appropriate Copayments or Coinsurance on the Description of Coverage and the SBC.

**Domestic Violence Counseling and Screening**

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

**Ultrasound for Abdominal Aortic Aneurysm**

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

**Alcohol and Drug Misuse Counseling and Screening**

Counseling and Screening for alcohol and drug misuse is covered.

**Fall Prevention**

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

**Blood Pressure Screenings**

Blood Pressure Screenings for Members are covered.

**Behavioral Counseling for Skin Cancer Prevention**

Counseling for individuals, age 6 months - 24 years of age with fair skin, regarding minimizing his or her exposure to ultraviolet radiation to reduce risk for and prevent incidence of 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**

Annual diabetes screenings for Members are covered.

**Healthy Diet/Physical Activity Counseling**

Healthy diet and physical activity counseling for adults with cardiovascular risk factors is covered

**Obesity Screenings and Counseling**

An annual obesity screening and counseling as part of a clinical exam for adults is covered. For children age 6 and older, an obesity screening and counseling is covered as part of a clinical exam.

**Tobacco Use Screening**

A screening as part of a clinical exam to screen for tobacco use and to provide intervention methods is covered. See the "Tobacco Cessation Program" section of this Policy regarding coverage for Tobacco Cessation Program that is covered.

**Lung Cancer Screening**

Annual screening with low-dose computed tomography (LDCT) for Members 55-80 who have a 30 pack/year smoking history and currently smoke or Members who have quit within the past 15 years is covered. Screening would be discontinued once a Member has not smoked for 15 years or the Member develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery. Additional charges or visits will be subject to the appropriate Deductibles, Copayments or Coinsurance on the Description of Coverage and the SBC.

**BRCA Counseling and Evaluation**

BRCA counseling and evaluation for women whose family history is associated with an increased risk for deleterious mutations in *BRCA1* or *BRCA2* genes is covered. Preauthorization is required for BRCA testing.

**Breast Cancer Chemoprevention Counseling**

Breast Cancer Chemoprevention counseling for women at high-risk for breast cancer and at low risk for adverse effects of chemoprevention is covered.

**Hepatitis B virus (HBV) Screening**

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

**Tuberculosis Infections Screening**

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

**Contraception Services**

For a description of the Contraception services, supplies, devices and drugs covered under the Wellness benefit see "Contraceptive Drugs, Devices and Services" under "What is Covered".

**Preventive Drugs**

Pharmacy Preventive Prescription Drugs are not covered unless otherwise specified on a Prescription Drug Rider attached to this Policy.

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

- Autism screening for children at 18 and 24 months
- Behavioral assessments as part of preventive exams
- Dyslipidemia screening for children at higher risk of lipid disorders
- Fluoride Chemoprevention supplements and varnish for children without fluoride in their water source
- Hearing screening for newborns
- 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 newborns
- 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
- Hepatitis B screening
- Rh Incompatibility screening, which also includes follow-up testing for women at high risk
- Breast feeding counseling and manual breast pumps. Also see the Maternity section in this Policy.

**United States Preventive Services Task Force (USPSTF)**

In addition to the Wellness Care listed here, coverage will also include any other preventive services approved by the United States Preventive Services Task Force (USPSTF) that may be upgraded to Grade A or B during the Plan Year.

**Wellness Brochure**

To access the most up-to-date version of our Wellness brochure, Be Healthy, log into [HealthAlliance.org](http://HealthAlliance.org). This brochure includes a detailed listing of services and procedures, and associated procedure code that are covered under Wellness Care.

**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 Health Alliance.

**Abortion**

Services, drugs or supplies related to abortions are not covered, except when the life of the mother would be endangered if the fetus was carried to term or when the fetus has a condition incompatible with life outside the uterus or if the pregnancy is the result of an act of rape or incest.

**Acupuncture, Acupressure and Hypnotherapy**

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

**Blood Processing**

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

**Circumstances Beyond the Control of Health Alliance**

To the extent that a natural disaster, war, riot, civil insurrection, epidemic or any other emergency or similar event not within the control of Health Alliance results in the facilities, personnel or financial resources of Health Alliance and/or any of its Tier 1 or Tier 2 Providers being unavailable to provide or arrange for the provision of a covered service in accordance with the requirements of this subsection, Health Alliance is required only to make a good-faith effort to provide or arrange for the provision of the service, taking into account the impact of the event.

**Convenience or Comfort Items**

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

**Cosmetic Surgery**

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

**Counseling**

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

**Custodial 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. Surgical removal of wisdom teeth and 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; see "Dental Services" and "Oral Surgery" under "What is Covered".

**Disposable Items**

Self-administered dressings and other disposable supplies are not covered. See "Durable Medical Equipment" under "What is Covered".

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

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

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

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

- The medical treatment, procedure, drug, device or transplant is the subject of on-going phase I, II, III or IV Clinical Trials or is otherwise under study to determine its safety, efficacy or its efficacy as compared with the standard means of treatment or diagnosis for your condition, disease or illness.
- The consensus of opinion among experts regarding the medical treatment, procedure, drug, device or transplant 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 U.S. Food and Drug Administration, 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 is not uniformly recognized and professionally endorsed by the general medical community at the time it is to be provided.
- The medical treatment, procedure, drug, 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 Health Care Technology Assessment within the Agency for Health Care 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.
- If Health Alliance has made a written request or had one made on its behalf by a national organization, for determination by HHS as to whether a specific organ transplant procedure is clinically acceptable and the organization fails to respond to such a request within a period of 90 days, the failure to act may be deemed a determination that the procedure is deemed to be experimental or investigational.

In making his or her determination that a medical treatment, procedure, drug, device or transplant for the treatment or diagnosis of the Member's 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 Health Alliance. 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 the Member's 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; 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**

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

### **Hearing Aids**

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

### **Illegal Occupation**

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

Emergency or other medical, Hospital or surgical expenses incurred as a result of and related to an Injury acquired while intoxicated or under the influence of any narcotic is 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.
- Payment for services rendered to a non-Member or Member serving as a surrogate are not covered; However, costs for procedures to obtain eggs, sperm or Embryos from a Member will be covered if the individual chooses to use a Surrogate.
- Costs associated with cryopreservation and storage of sperm, eggs and Embryos. Health Alliance will cover the costs associated with subsequent procedures of a medical nature necessary to make use of the cryopreserved substance if the procedures are not deemed to be experimental and/or investigational.
- Selective termination of an Embryo. Health Alliance will cover abortions that are Medically Necessary for the life of the mother.
- Non-medical costs of an egg or sperm donor.
- Travel costs for travel not Medically Necessary, mandated or required by Health Alliance. Health Alliance will cover reasonable travel costs as deemed appropriate.
- Health Alliance will not provide coverage for Infertility services that are deemed to be experimental or investigational as supported by the written determination of the American Society for Reproductive Medicine or the American College of Obstetrics. Health Alliance will cover Infertility treatment that includes services or treatments that are not experimental in nature and can be delineated and separately charged from Infertility treatment considered experimental.
- Infertility treatments rendered to Dependents under the age of 18.
- Services not in accordance with standards of good medical practice and not uniformly recognized and professionally endorsed by the general medical community at the time it is to be provided.
- Donor Embryos.

## **Institutional Care**

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

## **Medicare Benefits**

Health care 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 and vitamins for Physician and Non-Physician supervised weight loss programs are not covered. Treatment or products for obesity, food addiction or weight reduction are not covered (see "Bariatric Surgery for Severe Obesity" under "What Is Covered").

## **Outpatient Prescription Drugs**

Outpatient prescription drugs are not covered unless otherwise specified in a Rider attached to this Policy.

## **Reversal of Sterilization**

A surgical procedure to reverse voluntary sterilization is not covered.

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

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

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

Care ordered or directed by individuals other than a Physician or registered clinical psychologist, care in lieu of detention or correctional placement, family retreats and/or marriage counseling are not covered.

Services that are not primarily medical in nature, including but not limited to, traditional mattresses, air filters, Jacuzzis/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 and/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 which is covered by Worker's Compensation or similar law.
- 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.
- Complications arising directly from rightfully excluded conditions.
- Services provided by a non-licensed professional.
- Services furnished or billed by a Provider that has been disbarred by the federal government.

## **APPEALS**

Appeals are divided into two categories: administrative decisions or denials of coverage based on Medical Necessity, appropriateness, health care setting, level of care or effectiveness. Health Alliance has one level of appeal available to you. The appeals procedures are detailed in any notice of appeal determination you may receive, as well as detailed in this section of this Policy. You or any person you have chosen as your authorized representative, including your Physician or other health care 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 physician of the same or similar specialty not involved in the initial denial will review appeals made on the basis of Medical Necessity, appropriateness, health care setting, level of care or effectiveness. For administrative reviews, 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 the request.

You, your authorized representative, Physician or other health care Provider 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 facsimile at 1-217-902-9708** or writing to the **Member Relations Department, Health Alliance Medical Plans, 3310 Fields South Drive, Champaign, IL 61822.**

The deadline for filing an appeal or external review will not be postponed or delayed by health care provider appeal unless the health care provider is acting as an authorized representative for the covered person; i.e., the



covered person should be filing internal appeals independently and concurrently unless the health care provider has been designated in writing as the authorized representative.

### **Notice of Appeal Determination**

Health Alliance will make a decision and send a written notice to you, your authorized representative, Physician and any health care 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, health care 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;
- If applicable, an explanation of Health Alliance's external review processes (and how to initiate an external review) and a statement of your right, if any, to bring a civil action under Section 502(a) of ERISA following a final decision on internal appeal;
- A statement in non-English language(s) that indicates how to access the language services provided by Health Alliance;
- The right to request, free of charge, reasonable access to and copies of all documents, records, medical policies and other information relevant to the decision;
- Any internal rule, guideline, policy or other similar criteria relied on in the decision, or a statement that a copy of such rule, guideline, policy or other similar policy will be provided free of charge on request;
- An explanation of the clinical judgement 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.
- Contact information for applicable office of health insurance consumer assistance.
- The following forms for expedited and experimental requests:
  - External Review Request form
  - Authorized Representative form
  - Health Care Provider Certification form

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

The operations of Health Alliance are regulated by the Illinois Department of Insurance. Filing an appeal does not prevent you from filing a Complaint with the Illinois Department of Insurance or 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 West Washington Street, 4<sup>th</sup> Floor  
 Springfield, Illinois, 62767  
 1-877-850-4740 toll free phone  
 217-558-2083 fax  
[Consumer\\_complaints@ins.state.il.us](mailto:Consumer_complaints@ins.state.il.us)  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

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

You or your authorized representative, Physician or other healthcare Provider may request an appeal for denial of requested health care services that require Preauthorization. Health Alliance will notify the party filing the appeal within 3 business days of all information required to evaluate the appeal. Health Alliance will make a decision and notify you, your authorized representative, Physician and any health care Provider who recommended services in writing within 30 days of receipt of all requested information for the review.

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 decision be reviewed by an independent review organization.

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
<b>Health Alliance must notify you of the Claim determination (whether adverse or not):</b>	
if the initial claim is complete, within:	15 days
after receiving the completed claim (if the initial claim is incomplete), within:	30 days
if you require Post-Stabilization care after an Emergency, within:	the time appropriate to the circumstance; not to exceed one hour after the time of request

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

You, your authorized representative, Physician or other health care Provider may request an appeal for denial of requested health care services that require Preauthorization. Health Alliance will make a decision and notify you, your authorized representative, Physician and any health care Provider who recommended services verbally 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 health care Provider who recommended services will receive written notice within three days of the decision.

If the appeal of your Preauthorization request is denied, you have the right to request that decision be reviewed by an independent review organization not associated with Health Alliance by submitting a written request for an external review to the Illinois Department of Insurance. If you have a medical condition where the timeframe for completion of a standard external review would jeopardize your life, your health or your ability to regain maximum function, an expedited external review may be requested. If the requested health care services are denied and the denial concerns an emergency admission, availability of care, continued stay or health care 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.

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

### Appeal Procedures for Concurrent Care Decisions

You, your authorized representative, Physician or other health care 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. Health Alliance will make a decision and notify you, your authorized representative, Physician and any health care Provider who recommended services verbally within 24 hours of the request for an appeal. You, your authorized representative, Physician and any health care Provider who recommended services will receive written notice within 3 days of the decision.

If the appeal for coverage of health care services is denied and you have exhausted the internal appeals process, you have the right to request that decision be reviewed by an independent review organization. If you have a medical condition where the timeframe for completion of a standard external review would jeopardize your life, your health or your ability to regain maximum function, an expedited external review may be requested. If the requested health care services are denied and the denial concerns an emergency admission, availability of care, continued stay or health care 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 health care 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.

### Appeal Procedures for Coverage Decisions (Post-Service Claims)

You, your authorized representative, Physician or other health care Provider may request an appeal for denial to pay or reimburse health care services that have already been provided. Health Alliance will notify the party filing the appeal within 3 business days of all information required to evaluate the appeal. Health Alliance 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 decision be reviewed by an independent review organization.

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
<b>Health Alliance must notify you of any adverse Claim determination:</b>	
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, health care setting, level of care or effectiveness, you, your Physician or other health care Provider or attorney may request an external review by an independent review organization if you are not satisfied with the Health Alliance resolution of the denial of coverage for health care 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 or by email at [doi.externalreview@illinois.gov](mailto:doi.externalreview@illinois.gov) or at <https://mc.insurance.illinois.gov/messagecenter.ns> via their website at [www.insurance.illinois.gov/externalreview](http://www.insurance.illinois.gov/externalreview) for more information or to obtain the External Review Request form.

You may also contact the Office of Consumer Health Insurance (OCHI) within the Illinois Department of Insurance at 320 West Washington Street, 4<sup>th</sup> Floor, Springfield, IL 62767 or at 122 South Michigan Ave., 19<sup>th</sup> Floor, Chicago, Illinois 60603; toll free at 1-877-527-9431; or at [www.insurance.illinois.gov](http://www.insurance.illinois.gov).

Except in the case of an expedited review at the initial Urgent Care Pre-Service Claim denial, you must exhaust the internal review process before a request for an external review can be made.

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

- You have not received our written decision on your Pre-Service Claim appeal within 30 days or 60 days if it involves a retrospective appeal;
- You have not received our decision on your Urgent Pre-Service Claim appeal within 48 hours; or
- Health Alliance agrees to waive the internal review exhaustion requirement.

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

A written request for external review may be submitted within 4 months after receipt of notification that your Preauthorization request or the appeal for approval of coverage of health care services has been denied. Assignment of an independent review organization 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.

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

### **Expedited Medical Necessity Review**

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

After determining the request is eligible for external review, the Illinois Department of Insurance will immediately assign an independent review organization to conduct the review. The independent review organization 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 request, and 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.

<b>Type of Notice or Extension</b>	<b>Timing</b>
The health carrier shall notify the Director, the covered person, and if applicable, the covered person's authorized representative of the request's 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 covered person and, if applicable, the covered person's authorized representative may submit in writing to the IRO, additional information that the IRO shall consider when conducting the external review within:	5 business days
The IRO will provide their decision to the Director, the health carrier and you:	as expeditiously as the condition or circumstances require, but no more than 72 hours after the review request
If IRO notice was not provided in writing, then IRO will provide written confirmation of their decision within:	48 hours

### **COMPLAINTS**

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

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

## TERMINATION

In the event the Employer Group terminates this Policy, all rights to benefits and services will cease on the Effective 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 as otherwise specified in the Group Enrollment Agreement. If you become ineligible for continued membership in the Employer Group while the Group Enrollment Agreement between Health Alliance 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.

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

- You no longer live or work within the Service Area. The Service Area is specified on the Description of Coverage.
- Failure to pay the required premium under the “Premiums” section of this Policy, subject to the grace period.
- The Health Alliance Identification Card is provided for use by any person not eligible for covered services under this Policy.

If the age and/or Tobacco status of the insured has been misstated, all amounts payable under this Policy shall be such as the premium paid would have been, had it been purchased for the correct age and/or Tobacco status.

Health Alliance 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.

The Member shall be required to reimburse Health Alliance for any and all sums expended on their behalf for health care services from the Effective Date of coverage to the date of termination, together with reasonable attorneys’ fees and expenses incurred in collection of such sums.

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, or as otherwise specified in the Group Enrollment Agreement. If the child is incapable of self-sustaining employment by reason of an apparent disabled condition, and the child is dependent upon his or her parent or other care providers for lifetime care and supervision, the child will continue to be covered as a Dependent child for the duration of the disability and dependency.

Coverage for health care 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 health care services stated in this Policy up to the effective date of termination. Health Alliance will not be liable for arranging for the provision of, or reimbursement for the provision of, covered health care services after the Effective Date of termination. “Effective Date of termination,” for the purposes of this section, will mean that date on which Health Alliance 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 Health Alliance decides to no longer offer a PPO product, the following processes will be followed:

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

## **COORDINATION OF BENEFITS**

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

### **Definitions**

1. A “Plan” is any of the following that provides benefits or services for medical or dental care or treatment. However, if separate contracts are used to provide coordinated coverages for members of an Employer Group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - “Plan” includes: 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 health care service or expense of a similar service or expense to which COB applies, including Copayments, Coinsurance and Deductibles, that is covered at least in part by any of the plans covering the person. When a plan provides benefits in the form of services (for example an HMO), the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense or service that is not covered by any of the plans is not an allowable expense. The following are examples of expenses or services that are not allowable expenses:
  - If a covered person 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 Hospital private 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 charges, any amount in excess of the highest of the Maximum Allowable charges 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 covered person does not comply with the plan provisions is not an allowable expense. Examples of these provisions are second surgical opinions, Preauthorization or when the covered person 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 covered persons primarily in the form of services through a panel of Providers that have contracted with Health Alliance, and that limits or excludes benefits for services provided by other Providers, except in cases of an Emergency Medical Condition or referral by a 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 cover the person as an employee or member (that is, other than as a dependent) are determined before those of the plan that covers the person as a dependent.
3. **Dependent Child/Parents not Legally Separated or Divorced:** Except as stated in (4) below, when this Plan and another plan cover the same child as a Dependent of different persons, called "parents":
  - The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in the year.
  - If both parents have the same birthday, the benefits of the plan that covered one parent longer are determined before those of the plan that covered the other parent for a shorter period of time. However, if the other plan does not have the rule described in the first bullet immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
4. **Dependent Child/Parent 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 Legal 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 health care 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 of the court decree.

5. **Dependent Child/Joint Custody:** If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the healthcare expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) above.
6. **Dependent Adult.** If a married Dependent has his or her own coverage as a dependent under a Spouse's plan and has coverage as a Dependent under either or both parent's plan the plans covering the Dependent will follow the order of benefit determination rules outlined in (9) below.
  - In the event that the Dependent's coverage under the Spouse plan began on the same date as the Dependent's coverage under either or both parent's plans, the plans covering the Dependent will follow the order of benefit determination rules outlined in (3) above.
7. **Active/Inactive employee:** The benefits of a plan that 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 law right of continuation is also covered by another plan, the following will be the order of benefit determination:
  - The benefits of the plan covering the person as a Member, or as that person's Dependent, will pay first.
  - The benefits of the plan providing continuation coverage will pay second.

If the other plan does not contain the order of benefits determination described within this subsection, and if, as a result, the plans do not agree on the order of benefits, this requirement will be ignored.
9. **Longer/Shorter Length of Coverage:** If none of the above rules determines 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. Benefits by this Policy will not be increased by virtue of this coordination of benefits limitation. It will be the obligation of any Member claiming benefits by this Policy to notify Health Alliance of the existence of all other Employer Group contracts, as well as the benefits payable by any other Employer Group contract. Health Alliance will have the right to release and obtain from any Physician, other medical professional, insurance company or other person or organization, any claim information (including copies of records) to pay to any other organization any amount determined to be warranted by this Policy. Health Alliance may recover any overpayment, which may have been made to any person, insurance company or organization under the provisions of this section. Each Member claiming benefits by this Policy must give Health Alliance any information it needs to pay the claim.
10. **Network:** If the primary plan has a network of Providers and the secondary plan does not have such a network, the secondary plan must pay benefits as if it were primary when a covered individual uses a Tier 3 Provider, unless the services are rendered on an emergency basis or are authorized and paid for by the primary plan.
11. If none of the previously discussed rules apply, then 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 percent 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 health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. Health Alliance may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. Health Alliance need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give Health Alliance any facts it needs to apply those rules and determine benefits payable.

Health Alliance may also request updated information from you annually or when information is received that indicates a change from the information we have on file to verify or update your Coordination of Benefits information. You may fill out and return the request via mail or you may contact Health Alliance at the number listed on the back of your Health Alliance Identification Card to respond to these requests. If no response is received within 45 days from the receipt of the request of information, claims will not be considered for payment.

**Facility of Payment**

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

**RIGHT OF REIMBURSEMENT**

If a Covered Person 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 Covered Person, Covered Person’s parents (if the Covered Person is a minor), or the Covered Person’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.

**SUBROGATION**

The Plan is assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits paid by the Plan for that sickness or Injury. You are required to furnish any information or assistance or provide any documents that the Plan may reasonably require in order to obtain its rights under this provision. This provision applies whether or not the third party admits liability. Health Alliance may also request information from you based on claims or other information received if a third party is involved. If no response is received within 45 days from the receipt of the request, claims will not be considered for payment.

**LIABLE THIRD PARTY**

If you and/or any of your covered Dependents incur a claim for medical expenses as a result of Injuries caused by someone else’s negligence, wrongful act or omission, this Plan is not responsible for paying these expenses. This Plan also does not provide benefits to the extent that there is other coverage under Non-Group medical payments including auto or medical expense type coverage. However, this Plan will provide benefits, otherwise payable under this Plan, only on the following terms and conditions:

1. In the event that benefits are provided under this Plan, the Plan shall be subrogated to all of your and/or your Dependent's rights of recovery against any person or organization to the extent of the benefits provided. Subrogation is a legal right allowing the Plan to recover medical expenses paid by the Plan on behalf of a Member from another party if the Member's Injuries are caused by the other party's negligence. You and/or your covered Dependents agree to do whatever is necessary to secure the rights of the Plan. You and/or your covered Dependents agree not to do anything after loss to prejudice the rights of the Plan. You and/or your covered Dependents agree to cooperate with the Plan and/or any representatives of the Plan in completing forms and in giving information surrounding any accident the Plan or its representatives believe necessary to fully investigate the incident.
2. The Plan is also granted a right of reimbursement from the proceeds of any recovery by settlement, judgment or otherwise. This right of reimbursement is cumulative with, and not exclusive of, the subrogation right granted in paragraph 1, but only to the extent of the benefits provided by the Plan.
3. The Plan, by payment of any benefits, is granted a lien on the proceeds of any settlement, judgment or other payment received by you and/or your covered Dependents. You and/or your covered Dependents consent to the lien and agree to take whatever steps are necessary to assist the Plan to secure a lien.
4. The Plan, by payment of any benefits, is granted an assignment of the proceeds of any settlement, judgment or other payment received by you and/or your covered Dependents to the extent of the benefits paid. By accepting benefits, you and/or your covered Dependents consent to assignment and authorize and direct your attorney, personal representative or any insurance company to directly reimburse the Plan or its designee to the extent of the benefits paid. This assignment becomes effective and is binding upon any attorney, personal representative or any insurance company upon service of a copy of this provision upon them by the Plan or its designee.
5. The subrogation and reimbursement rights, assignments and liens apply to any recoveries made by or on behalf of you and/or your covered Dependents as a result of the Injuries sustained, including but not limited to, the following:
  - Payments made directly by the third party responsible for Injuries or any insurance company on behalf of the third party responsible for Injuries or any other payments on behalf of the third party responsible for Injuries.
  - Any payments, settlements, judgment or arbitration awards paid by any insurance company under an uninsured or underinsured motorist coverage, whether on behalf of you and/or your covered Dependents or another person.
  - Any other payments from any source designed or intended to compensate you and/or your covered Dependents for Injuries sustained as the result of negligence or alleged negligence of a third party.
  - Any workers' compensation award or settlement.
6. The Plan's right to recover (whether by subrogation or reimbursement) shall apply to decedents, minors and incompetent or disabled persons settlements or recoveries.
7. You and/or your covered Dependents shall not make any settlement that specifically reduces or excludes, or attempts to reduce or exclude the benefits provided by the Plan.
8. The Plan's right of recovery shall be a prior lien against any proceeds recovered by you and/or your covered Dependents, which right shall not be defeated or reduced by the application of any so-called Made-Whole Doctrine, or any other such doctrine that intends to defeat the Plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.

9. You and/or your covered Dependents shall not incur any expenses on behalf of the Plan in pursuit of the Plan's rights. Specifically, no court costs or attorney's fees may be deducted from the Plan's recovery without the prior expressed written consent of the Plan. This right shall not be defeated by any so-called Fund Doctrine or Common Fund Doctrine, or Attorney's Fund Doctrine.
10. The Plan shall recover the full amount of benefits without regard to any claim of fault on the part of you and/or your covered Dependents, whether under comparative negligence or otherwise.
11. The benefits under this Plan are secondary to any coverage under no-fault or similar insurance.
12. In the event that you and/or your covered Dependents fail or refuse to comply with the terms of this agreement, you and/or your covered Dependents shall reimburse the Plan for any and all costs and expenses including attorneys' fees, incurred by the Plan in enforcing its rights.

Health Alliance may also request information from you based on claims or other information received to verify Third Party Liability information or to verify if a Third Party is involved. You must fill out the requested form in writing and return via mail or fax to Health Alliance Medical Plans 3310 Fields South Drive, Champaign, IL 61822 or to our Recovery Department at 217-902-9788. If no response is received within 45 days from the request, claims will not be considered for payment.

## **CONVERSION OF COVERAGE**

### **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, you should call 1-800-962-8384. If you enroll in a Health Alliance individual plan, you may lose eligibility to enroll under the CHIP-HIPAA Plan.

## **MEDICARE-ELIGIBLE BENEFICIARIES**

The federal "Medicare Secondary Payor" (MSP) laws regulate how certain employers may offer Employer Group health care 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 age 65 and over who are covered under this Plan, due to his or her 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 Group, if the Group employs more than 100 employees.

To assist your Employer Group and Health Alliance 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 Health Alliance 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 age 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 benefit, a Medicare-Eligible Member to whom the MSP laws do not apply should:

- Enroll in Part A and Part B of Medicare.
- Obtain needed health care 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 covered 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 Health Alliance at the number on the back of your Health Alliance 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.

## **PAYMENT OF CLAIMS**

The Plan pays benefits or assigns payment of benefits to the health care Provider unless you advise Health Alliance otherwise by the time the claim is submitted for payment. Any claim for reimbursement or bills for covered health care 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  
3310 Fields South Drive  
Champaign, Illinois 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 then 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 timeframes listed in this section. Health Alliance 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. Health Alliance will notify you and your Provider if additional information is needed to process your claim. You, your authorized representative or Provider have 45 days from the receipt of the notice to provide the requested information. The Claim will be denied if the requested information is not received within the timeframe given to provide the information.

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

**FRAUD WARNING:** Any person who, with intent to defraud or knowing that he is 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 include:

- Providing membership rosters to healthcare Providers
- Corresponding with you
- Participating in accreditation, auditing and quality improvement activities
- Participating in disease management studies to improve health care
- Providing you with healthcare reminders
- Conducting utilization reviews, 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
- Coordinating benefits with other plans

### **Disclosure of Information**

Non-public personal and Protected Health Information is disclosed under the following circumstances:

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

Health Alliance has policies and procedures in place to protect the confidentiality of your information. All persons or companies acting with Health Alliance or on behalf of Health Alliance are contractually obligated to keep the information confidential and use it only to carry out the services they are contracted to provide. Health Alliance participates in organized health care arrangements with: Carle and their 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, Amendments, Riders and other papers attached, if any, in combination with the Group Enrollment Agreement and the group application form, 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 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 Employment Retirement Income Security Act (ERISA), you should 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 Avenue, N.W., Washington, D.C. 20210.

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

In the event of total disability, if this Plan is terminated and replacement coverage is not available, then this Plan will continue to provide benefits according to the Policy and the benefit levels specified on the Description of Coverage 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**

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

### **Guaranteed Renewability**

Health Alliance will renew benefits under this Policy at the option of the Employer Group. Health Alliance 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 intentional material misrepresentation by the Employer Group.
- Violation of participation or contribution rules under the Group Enrollment Agreement.
- Health Alliance ceases to offer coverage in the market.
- You no longer live or work within the Service Area in which the Plan is authorized to do business.

### **Health Alliance Identification Card**

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

**Hospitalized on Effective Date**

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

**Legal Action**

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

**New Medical Technologies**

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

**Non-Discrimination**

Health Alliance does not make or permit unfair discrimination between Members or potential Members that have like insuring, risk and other factors and elements. Health Alliance will not refuse to issue or cancel any contract or notices of proposed insurance, or decline renewal to such contract because of race, color, national origin, age, disability, sex, sexual preference, 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 Health Alliance. Any notice to be given to you under the terms of this Policy by Health Alliance will be in writing and may be affected by deposit in any post office in the United States, addressed to your most recent address shown in the records of Health Alliance. Any notice to be given under the terms of this Policy to Health Alliance will be in writing and may be affected by deposit in any post office in the United States, addressed to Health Alliance Medical Plans, 3310 Fields South Drive, Champaign, IL 61822. All notices given in the manner provided for in this section will be deemed to have been received by the party to whom addressed five business days after deposit in said post office.

You may notify us of a change of address by calling Health Alliance at the number on the back of your Health Alliance Identification Card or by sending the change of address information to the Membership Department, Health Alliance Medical Plans, 3310 Fields South Drive, Champaign, IL 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 law.

### **Other Provisions**

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

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

Through the Group Enrollment Agreement, the Employer Group makes Health Alliance Triple Option PPO coverage available to people who are eligible under the provisions of this Policy. However, the Group Enrollment Agreement is subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Health Alliance and the Employer Group without the consent of the Members. By electing medical or Hospital coverage under the Group Enrollment Agreement or accepting benefits of this Policy, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

## **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 health care 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 regarding these rights.

### **STATE CONTINUATION**

#### **Eligibility**

You, your covered Legal Spouse and Dependent children may be eligible for twelve 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), 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 Group application form and applicable premium payment to Health Alliance within 30 days following your receipt of notification of your right to elect continuation coverage, but no later than 60 days following the date coverage under this Policy is terminated.

#### **Termination of Coverage**

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

- You have exhausted the maximum twelve-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**

Health Alliance will provide continuation coverage if:

- You are not covered under another Employer Group health insurance policy or eligible for Medicare
- You have not moved outside the Service Area
- Have not exercised your conversion coverage rights and
- You are a Legal Spouse or 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 Legal 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 Health Alliance. The employer has 15 days to notify Health Alliance 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, Health Alliance 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 Group application form and applicable premium payment to Health Alliance within 31 days after receipt of 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 of age 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**

Health Alliance 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.

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 Health Alliance. The employer has 15 days to notify Health Alliance.

### **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, Health Alliance will notify you or the responsible adult acting on our 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 Group application form and applicable premium payment to Health Alliance 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 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)**

### **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”) where 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 which is the result of a bankruptcy proceeding under Title 11 of the U.S. Code with respect to the employer, as is the Legal Spouse, surviving Legal Spouse or Dependent child of such a covered employee if, on the day before the bankruptcy Qualifying Event, the retired employee 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 individual, 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 Civil Union partner who does not qualify as a Subscriber’s tax dependent under IRS rules is not considered a Qualified Beneficiary. However, per the Group Enrollment Agreement, Civil Union partners may be eligible for COBRA.

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 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 maximum 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 the Family and Medical Leave Act of 1993 (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 family members 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 notice is provided to the Qualified Beneficiary of her or his 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 they are otherwise eligible (such as a plan sponsored by their Legal Spouse's employer) within 30 days after their 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 they 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 their family members 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 coverage ends when the Qualifying Event is:

- the end of employment or reduction of hours of employment,
- death of the employee,
- commencement of a bankruptcy proceeding 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***.

Be aware that there are other notice requirements in other contexts, for example in order to qualify for a disability extension.

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 becomes covered under any other plan.
- (v) 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).
- (vi) 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 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; or
  - (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 Spouse, surviving 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 other Qualifying Event then that 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 percent of the applicable premium, and up to 150 percent 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 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 percent 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, you should 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 [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**KEEP YOUR EMPLOYER INFORMED OF ADDRESS CHANGES**

In order 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.

**Amendment**

A separate document attached to this Policy that adds, modifies or deletes existing provisions of the Policy.

**Approved Clinical Trials**

An Approved Clinical Trial means 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 issued by the National Institutes of Health for center support grants.

**Artificial Insemination (AI)**

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

**Assisted Reproductive Technologies (ART)**

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

**Basic Health Care Services**

Emergency care, inpatient Hospital and Physician care, Outpatient medical services, mental health care and Substance Use Disorder treatment.

**Benefit Year**

The year on which the plan's annual benefits are calculated. The Benefit year for this plan run on a Calendar year and are the same as the Plan Year unless otherwise defined in the Group Enrollment Agreement.

**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. Please see the Cardiac Rehabilitation section, 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 including medical evaluation, prescribed exercise, cardiac risk-factor modification, education and counseling. Phase II refers to outpatient, medically supervised programs that are typically initiated 1-3 weeks after hospital discharge and provide appropriate electrocardiographic monitoring.

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

**Civil Union**

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

**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 which are used with intention to prevent pregnancy or conception.

**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 health 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 where 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.

**Customized Orthotic Device**

A supportive device for the body or a part of the body, the head, neck, or extremities, and includes the repair or replacement of the device based on the patient’s physical condition as medically necessary, excluding foot orthotics defined as an “in shoe” device designed to support the structural components of the foot during weight-bearing activities.

**Custodial Care**

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

**Deductible**

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

**Dependent**

A child or Legal Spouse who meets the eligibility requirements of the Employer Group.

**Description of Coverage**

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

**Donor**

An Oocyte donor or sperm donor.

**Effective Date**

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

**Embryo**

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

**Embryo Transfer**

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

**Emergency Medical Condition**

A medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson could reasonably expect the absence of medical attention to result in placing your health in serious

jeopardy (or, with respect to a pregnant woman, the health of the woman or her unborn child), serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

**Emergency Services**

Services including transportation, but not limited to ambulance services, inpatient and Outpatient services available twenty-four 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.

**Employer Group**

An employer association, union or other Employer Group who has contracted with Health Alliance to offer health care benefits to its employees.

**ERISA (Employee Retirement Income Security Act of 1974)**

A federal law which 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 and 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.

**Extended Network Provider**

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

**Family Coverage**

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

**Genetic Test**

An analysis of human DNA, RNA, chromosomes, proteins or metabolites, if the analysis detects genotypes, mutations or chromosomal changes. Genetic Test does not include an analysis of proteins or metabolites that is 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 health care benefits to its employees.

**Habilitative Services**

Health care 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 individual's ability to function by helping members learn or improve skills and functioning for daily living. Examples would include therapy for a child who isn't walking or talking at an expected age.

**Health Alliance Identification Card**

A card that is provided by Health Alliance to each Member upon enrollment. Replacement cards may be requested by contacting Health Alliance at 1-800-851-3379.

**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.

**Infertility**

The inability to conceive after one year of Unprotected Sexual Intercourse, the inability to conceive after one year of attempts to produce conception, the inability to conceive after an individual is diagnosed with a condition affecting fertility, or the inability to sustain a successful pregnancy. 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**

An accidental physical Injury to the body caused by unexpected external means.

**Intoxication**

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

**In Vitro Fertilization (IVF)**

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

**Large Employer**

An employer who employed an average of at least fifty-one employees on business days during the preceding calendar year and who employs at least fifty-one employees on the first day of the Plan Year. Employees must be considered full-time or full-time equivalent.

**Legal Spouse**

The person recognized as the covered employee's husband or wife under the laws of the state where the covered employee lives. Your employer may require documentation proving a legal marital relationship.

**Life-Threatening Disease or Condition**

Life-Threatening Disease or Condition means 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.

**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**

The Maximum Allowable charge is based on 100% of Medicare's charges, including use of a Medicare gap-fill fee schedule, or the average discount Health Alliance has negotiated with Tier 1 or 2 Providers. This is the maximum amount payable for a covered service. 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 Benefit 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 which is required to identify or treat your condition and:

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

A Policyholder or a covered family 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 published by the American Psychiatric Association.

**Mid-Level Provider**

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

**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, or make changes on the Plan.

**Out-of-Pocket Maximum**

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

**Outpatient**

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

**Outpatient Surgery**

Surgery or a procedure that is performed in a Physician's office, the Outpatient department of a Hospital, freestanding surgical center or freestanding medical clinic. Charges billed as part of Outpatient Surgery may include: surgeon fees, including assistant surgeons, surgical assistants, facility fees and surgical supplies. Outpatient Surgery Copayments, Coinsurance and Deductibles apply to any associated facility fee for a surgery or procedure.

**Pervasive Developmental Disorders**

The diagnostic category of Pervasive Developmental Disorders (PDD) refers to a group of disorders characterized by delays in the development of socialization and communication skills, such as Autism, Asperger's syndrome, childhood disintegrative disorder and Rett syndrome.

**Physician**

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

**Plan**

The program of health care benefits adopted by the Employer Group for its eligible employees.

**Plan Year**

The 12-month period beginning on January 1 and ending December 31 of the same calendar year unless otherwise defined by the Group Enrollment Agreement.

**Plan Year Maximum Benefit**

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

**Policy**

This booklet and any attached Amendments and Riders issued to a Policyholder that describes the coverage provided under the Plan.

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

A person who is a bona fide employee, regularly employed on a permanent basis by the Employer Group and enrolled in Health Alliance. A Policyholder must live or work in the Service Area of the 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 his or her condition.

**Preauthorization (Preauthorized)**

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

**Primary Care Physician**

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

**Prosthetic Device**

An artificial device to replace, in whole or in part, an arm or leg and includes accessories essential to the effective use of the device and the replacement or repair of the device based on the patient's physical condition as medically necessary.

**Protected Health Information**

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

**Provider**

A health care Provider, health care facility and/or corporation licensed under the applicable laws of the state within the United States of America where he or she provides services.

**Provider Directory**

A list of Tier 1 and Tier 2 Providers or Provider Networks for your Plan, and the area they serve.

**Regular Effective Date**

The Effective Date determined for certain special enrollment periods. If enrollment is requested between the first and fifteenth of the month then the Effective Date is the first day of the following month or if the qualifying event falls between the sixteenth and last day of the month, the Effective Date will be the first day of the second following month.

**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 health care plan.

**Retrospective Review**

A review performed after a claim for benefits is received.

**Rider**

A separate document that provides specific additional benefits not included in this Policy.

**Serious Mental Illness**

Illnesses classified as disorders in the current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association.

- 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 listed on the Description of Coverage of this Policy that contains the counties within which the Plan is authorized to do business.

**Skilled Nursing Care**

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

**Skilled Nursing Facility**

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

**Specialty Prescription 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 (DSM) published by the American Psychiatric Association:

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

**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: Copayments, Coinsurance, Deductible amounts, benefit limitations and Out-of-Pocket Maximums. The Summary of Benefits and Coverage includes a uniform glossary of terms.

**Surrogate**

A woman who carries a pregnancy for a woman who has infertility coverage.

**Telemedicine**

Health care services delivered by use of interactive audio, video or other electronic media, services would include medical exams and consultations; and behavioral health, including substance use disorder evaluations and treatment.

**Tier 1 Provider**

A Physician or Provider that 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 Preferred Provider.

**Tier 2 Provider**

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

**Tier 3 Provider**

A Provider who has not entered into a valid contract with Health Alliance to provide Healthcare Services to Members.

**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.

**Uterine Embryo Lavage**

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

**Virtual Visits**

Physician services delivered by use of a web-based portal or other electronic media, services would include medical exams and consultations.

**Woman's Principal Healthcare Provider**

A person licensed to practice medicine in all of its branches under the applicable laws of the state where he or she provides services, specializing 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.