# **MEDICAL BENEFITS**













# INNER CIRCLE POINT OF SERVICE MEDICAL BENEFITS

| Meridian Health                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                              |
| INNER CIRCLE POINT OF<br>SERVICE MEDICAL BENEFITS                                                                            |
| EFFECTIVE DATE: January 1, 2016                                                                                              |
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| This document printed in June, 2016 takes the place of any documents previously issued to you which described your benefits. |
| Printed in U.S.A.                                                                                                            |

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# **Important Information**

THIS IS NOT AN INSURED BENEFIT PLAN. THE BENEFITS DESCRIBED IN THIS BOOKLET OR ANY RIDER ATTACHED HERETO ARE SELF-INSURED BY MERIDIAN HEALTH WHICH IS RESPONSIBLE FOR THEIR PAYMENT. QUALCARE, INC. PROVIDES CLAIM ADMINISTRATION SERVICES TO THE PLAN, BUT QUALCARE, INC. DOES NOT INSURE THE BENEFITS DESCRIBED.

HC-NOT1

| Explanation of Terms                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| You will find terms starting with capital letters throughout your booklet. To help you understand your benefits, most of these terms are defined in the Definitions section of your booklet.                 |
| The Schedule                                                                                                                                                                                                 |
| The Schedule is a brief outline of your maximum benefits which may be payable under your coverage. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents. |
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# **Special Plan Provisions**

When you select a Participating Provider, this Plan pays a greater share of the costs than if you select a non-Participating Provider. Participating Providers include Physicians, Hospitals and Other Health Care Professionals and Other Health Care Facilities. Consult your Physician Guide for a list of Participating Providers in your area. Participating Providers are committed to providing you and your Dependents appropriate care while lowering medical costs.

# Services Available in Conjunction With Your Medical Plan

The following pages describe helpful services available in conjunction with your medical plan. You can access these services by calling the toll-free number shown on the back of your ID card.

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# Case Management

Case Management is a service provided through a Review Organization, which assists individuals with treatment needs that extend beyond the acute care setting. The goal of Case Management is to ensure that patients receive appropriate care in the most effective setting possible whether at home, as an outpatient, or an inpatient in a Hospital or specialized facility. Should the need for Case Management arise, a Case Management professional will work closely with the patient, his or her family and the attending Physician to determine appropriate treatment options which will best meet the patient's needs and keep costs manageable. The Case Manager will help coordinate the treatment program and arrange for necessary resources. Case Managers are also available to answer questions and provide ongoing support for the family in times of medical crisis.

Case Managers are Registered Nurses (RNs) and other credentialed health care professionals, each trained in a clinical specialty area such as trauma, high risk pregnancy and neonates, oncology, mental health, rehabilitation or general medicine and surgery. A Case Manager trained in the appropriate clinical specialty area will be assigned to you or your dependent. In addition, Case Managers are supported by a panel of Physician advisors who offer guidance on up-to-date treatment programs and medical technology. While the Case Manager recommends alternate treatment programs and helps coordinate needed resources, the patient's attending Physician remains responsible for the actual medical care.

- You, your dependent or an attending Physician can request
  Case Management services by calling the toll-free number
  shown on your ID card during normal business hours,
  Monday through Friday. In addition, your employer, a claim
  office or a utilization review program (see the PAC/CSR
  section of your certificate) may refer an individual for Case
  Management.
- The Review Organization assesses each case to determine whether Case Management is appropriate.
- You or your Dependent is contacted by an assigned Case Manager who explains in detail how the program works.
   Participation in the program is voluntary - no penalty or benefit reduction is imposed if you do not wish to participate in Case Management.
- Following an initial assessment, the Case Manager works
  with you, your family and Physician to determine the needs
  of the patient and to identify what alternate treatment
  programs are available (for example, in-home medical care
  in lieu of an extended Hospital convalescence). You are not
  penalized if the alternate treatment program is not followed.
- The Case Manager arranges for alternate treatment services and supplies, as needed (for example, nursing services or a Hospital bed and other Durable Medical Equipment for the home).
- The Case Manager also acts as a liaison between the insurer, the patient, his or her family and Physician as needed (for example, by helping you to understand a complex medical diagnosis or treatment plan).
- Once the alternate treatment program is in place, the Case Manager continues to manage the case to ensure the treatment program remains appropriate to the patient's needs

While participation in Case Management is strictly voluntary, Case Management professionals can offer quality, cost-effective treatment alternatives, as well as provide assistance in obtaining needed medical resources and ongoing family support in a time of need.

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# **Important Notices**

# **Direct Access to Obstetricians and Gynecologists**

You do not need prior authorization from the Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit <a href="https://www.team.meridian.com">www.team.meridian.com</a>, www.qualcareincl.com or <a href="https://www.mycigna.com">www.mycigna.com</a> or contact customer service at the phone number listed on the back of your ID card.

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# How To File Your Claim

There's no paperwork for In-Network care. Just show your identification card and pay your share of the cost, if any; your provider will submit a claim to QualCare for reimbursement. Out-of-Network claims can be submitted by the provider if the provider is able and willing to file on your behalf. If the provider is not submitting on your behalf, you must send your completed claim form and itemized bills to the claims address listed on the claim form.

You may get the required claim forms from the website listed on your identification card or by using the toll-free number on your identification card.

#### CLAIM REMINDERS

- BE SURE TO USE YOUR MEMBER ID AND ACCOUNT/GROUP NUMBER WHEN YOU FILE QUALCARE'S CLAIM FORMS, OR WHEN YOU CALL YOUR OUALCARE CLAIM OFFICE.
  - YOUR MEMBER ID IS THE ID SHOWN ON YOUR BENEFIT IDENTIFICATION CARD.
  - YOUR ACCOUNT/GROUP NUMBER IS SHOWN ON YOUR BENEFIT IDENTIFICATION CARD.
- BE SURE TO FOLLOW THE INSTRUCTIONS LISTED ON THE BACK OF THE CLAIM FORM CAREFULLY WHEN SUBMITTING A CLAIM TO QUALCARE.

# Timely Filing of Out-of-Network Claims

QualCare will consider claims for coverage under our plans when proof of loss (a claim) is submitted within 180 days for Out-of-Network benefits after services are rendered. If services are rendered on consecutive days, such as for a Hospital Confinement, the limit will be counted from the last date of service. However, your claim will still be considered if it is not possible to furnish proof within that time and the proof was furnished as soon as reasonably possible, however, no later than one year from the original date of services provided.

**WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information; or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act.

**Eligibility - Effective Date** 

# **Team Member Coverage**

This Plan is offered to you as a Team Member. See Appendix A for a list of Participating Employers

# **Eligibility for Team Member Coverage**

You will become eligible for coverage on the day you complete the waiting period if:

- you are in a Class of Eligible Employees; and
  - you are an eligible, full-time Team Member scheduled to work at least 36 hours per week and are on the regular payroll of the Employer; or
  - you are an eligible, part-time Team Member regularly scheduled to work at least 20 hours per week and are on the regular payroll of the Employer; and
- you pay any required contribution.

A terminated Team Member who is rehired will be treated as a new hire and be required to satisfy all Eligibility and enrollment requirements, with the exception of a Team Member returning to work directly from COBRA coverage, who then will have no break in coverage. However, if a terminated Team Member is rehired within 30 days and in the same claendar year, coverage as previously elected will be automatically reinstated upon reporting to work and the Team Member will not be able to make changes to your election.

Initial Team Member Group: You are in the Initial Team Member Group if you are employed in a class of employees on the date that class of employees becomes a Class of Eligible Employees as determined by your Employer.

New Team Member Group: You are in the New Team Member Group if you are not in the Initial Team Member Group.

# **Eligibility for Dependent Coverage**

You will become eligible for Dependent coverage on the later of:

- the day you become eligible for yourself; or
- the day you acquire your first Dependent.

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# **Waiting Period**

Initial Team Member Group: None. New Team Member Group: The first day of the month following your date of hire.

## **Classes of Eligible Employees**

Each Team Member as reported to the QualCare by your Employer.

# **Effective Date of Team Member Coverage**

You will become covered on the date you elect the coverage by signing an approved payroll deduction or enrollment form, as applicable, but no earlier than the date you become eligible.

You will become covered on your first day of eligibility, following your election, if you are in Active Service on that date, or if you are not in Active Service on that date due to your health status.

## **Late Entrant - Team Member**

You are a Late Entrant if:

- you elect the coverage more than 30 days after you become eligible; or
- you again elect it after you cancel your payroll deduction (if required).

### **Ineligible Team Members**

The following Team Members are not eligible for coverage under the Plan:

- Part-time Team Members at Meridian Nursing & Rehabilitation ("MNR") Ocean Grove;
- Quality Care Management Team Members;
- Meridian Health Resources doctors who are eligible for medical benefits directly through their practices;
- Part-time Team Members at MNR Brick, except for certain grandfathered Team Members;
- Part-time Team Members at MNR Shrewsbury, except for (1) certain grandfathered Team Members and (2) Team Members covered by a collective bargaining agreement providing for coverage;
- · Per Diem Team Members: and
- Team Members covered by a collective bargaining agreement, unless the terms of the collective bargaining agreement provide for eligibility under the Plan.

# **Dependent Coverage**

For your Dependents to be covered, you will have to pay the required contribution, if any, toward the cost of Dependent Coverage.

# **Effective Date of Dependent Coverage**

Coverage for your Dependents will become effective on the date you elect it by signing an approved payroll deduction form (if required), but no earlier than the day you become eligible for Dependent Coverage. All of your Dependents as defined will be included.

Your Dependents will be covered only if you are covered.

# **Late Entrant – Dependent**

You are a Late Entrant for Dependent Coverage if:

- you elect that coverage more than 30 days after you become eligible for it; or
- you again elect it after you cancel your payroll deduction (if required).

# **Exception for Newborns**

Any Dependent child born while you are covered will become covered on the date of his birth if you elect Dependent Coverage no later than 30 days after his birth. If you do not elect to insure your newborn child within such 30 days, coverage for that child will end on the 30th day. No benefits for expenses incurred beyond the 30th day will be payable.

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# **Rehiring a Terminated Team Member**

A terminated Team Member who is rehired will be treated as a new hire and be required to satisfy all Eligibility and enrollment requirements, with the exception of a Team Member returning to work directly from COBRA coverage, who then will have no break in coverage. If a terminated Team Member is rehired within 30 days and in the same calendar year, coverage as previously elected will be automatically reinstated upon reporting to work and the Team Member will not be able to make changes to your election.



# **Important Information About Your Medical Plan**

Details of your medical benefits are described on the following pages.

# Opportunity to Select a Primary Care Physician

### Choice of Primary Care Physician:

This medical plan does not require that you select a Primary Care Physician or obtain a referral from a Primary Care Physician in order to receive all benefits available to you under this medical plan. Notwithstanding, a Primary Care Physician may serve an important role in meeting your health care needs by providing or arranging for medical care for you and your Dependents. For this reason, we encourage the use of Primary Care Physicians and provide you with the opportunity to select a Primary Care Physician from a list provided by QualCare for yourself and your Dependents. If you choose to select a Primary Care Physician, the Primary Care Physician you select for yourself may be different from the Primary Care Physician you select for each of your Dependents.

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# **Inner Circle Point of Service Medical Benefits**

# The Schedule

# For You and Your Dependents

Inner Circle Point of Service Medical Benefits provide coverage for care In-Network and Out-of-Network. To receive Point of Service Medical Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for services and supplies. That portion is the Copayment, Deductible or Coinsurance.

When you receive services from an Inner Circle or In-Network Provider, remind your provider to utilize Inner Circle or In-Network Providers for x-rays, lab tests and other services to ensure the cost may be considered at the Inner Circle or In-Network levels.

If you are unable to locate an Inner Circle or In-Network Provider in your area who can provide you with a service or supply that is covered under this plan, you must call the number on the back of your I.D. card to obtain authorization for Out-of-Network Provider coverage. If you obtain authorization for services provided by an Out-of-Network Provider, benefits for those services will be covered at the Inner Circle or In-Network benefit level.

#### Coinsurance

The term Coinsurance means the percentage of charges for Covered Expenses that a covered person is required to pay under the plan.

# Copayments/Deductibles

Copayments are expenses to be paid by you or your Dependent for covered services. Deductibles are also expenses to be paid by you or your Dependent. Deductible amounts are separate from and not reduced by Copayments. Copayments and Deductibles are in addition to any Coinsurance. Once the Deductible maximum in The Schedule has been reached, you and your family need not satisfy any further medical deductible for the rest of that year.

## **Contract Year**

Contract Year means a twelve month period beginning on each 01/01.

# **Out-of-Pocket Expenses - For In-Network Charges Only**

Out-of-Pocket Expenses are Covered Expenses incurred for charges that are not paid by the benefit plan because of any Deductibles, Copayments or Coinsurance. Such Covered Expenses accumulate to the Out-of-Pocket Maximum shown in the Schedule. When the Out-of-Pocket Maximum is reached, all Covered Expenses, except charges for non-compliance penalties, are payable by the benefit plan at 100%.

# Out-of-Pocket Expenses - For Out-of-Network Charges Only

Out-of-Pocket Expenses are Covered Expenses incurred for charges that are not paid by the benefit plan. The following Expenses contribute to the Out-of-Pocket Maximum, and when the Out-of-Pocket Maximum shown in The Schedule is reached, they are payable by the benefit plan at 100%:

- · Coinsurance.
- Plan Deductible.
- Any coinsurance, copayments and/or benefit deductibles for the following:
  - · emergency room.
  - · urgent care.



# **Inner Cirle Point of Service Medical Benefits**

### The Schedule

Once the Out-of-Pocket Maximum is reached for covered services that apply to the Out-of-Pocket Maximum, any copayments and/or benefit deductibles are no longer required.

The following Out-of-Pocket Expenses and charges do not contribute to the Out-of-Pocket Maximum, and they are not payable by the benefit plan at 100% when the Out-of-Pocket Maximum shown in The Schedule is reached:

- Non-compliance penalties.
- Provider charges in excess of the Maximum Reimbursable Charge.

### Accumulation of Plan Deductibles and Out-of-Pocket Maximums

Deductibles and Out-of-Pocket Maximums will accumulate in one direction (that is, Out-of-Network will accumulate to In-Network). All other plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between In- and Out-of-Network unless otherwise noted.

# **Multiple Surgical Reduction**

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### **Assistant Surgeon and Co-Surgeon Charges**

# **Assistant Surgeon**

The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed a percentage of the surgeon's allowable charge as specified in QualCare Reimbursement Policies. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible

# Co-Surgeon

The maximum amount payable for charges made by co-surgeons will be limited to the amount specified in OualCare Reimbursement Policies.



| BENEFIT HIGHLIGHTS                                                                                                                                                                                                                                                                                                 | INNER CIRCLE<br>(Meridian)                                                                                                                                      | IN-NETWORK<br>(QualCare/Cigna) | OUT-OF-NETWORK     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------|
| Lifetime Maximum                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                 | Unlimited                      |                    |
| The Percentage of Covered Expenses the Plan<br>Pays                                                                                                                                                                                                                                                                | 100%                                                                                                                                                            | 70%                            | 50%                |
| Note: "No charge" means an insured person is not required to pay Coinsurance.                                                                                                                                                                                                                                      |                                                                                                                                                                 |                                |                    |
| Contract Year Deductible                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |                                |                    |
| Individual                                                                                                                                                                                                                                                                                                         | None                                                                                                                                                            | \$1,000 per person             | \$2,000 per person |
| Family Maximum                                                                                                                                                                                                                                                                                                     | None                                                                                                                                                            | \$2,000 per family             | \$4,000 per family |
| Family Maximum Calculation Individual Calculation: Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance. |                                                                                                                                                                 |                                |                    |
| In-Network Out-of-Pocket Maximum                                                                                                                                                                                                                                                                                   |                                                                                                                                                                 |                                |                    |
| Individual                                                                                                                                                                                                                                                                                                         | Not Applicable                                                                                                                                                  | \$4,000 per person             | None               |
| Family Maximum                                                                                                                                                                                                                                                                                                     | Not Applicable                                                                                                                                                  | \$6,700 per family             | None               |
| Combined Inner Circle and In-Network Out-of-Pocket Maximum                                                                                                                                                                                                                                                         |                                                                                                                                                                 |                                |                    |
| Individual                                                                                                                                                                                                                                                                                                         | \$6,350 per person                                                                                                                                              |                                | Not Applicable     |
| Family Maximum                                                                                                                                                                                                                                                                                                     | \$12,700 per family                                                                                                                                             |                                | Not Applicable     |
| Family Maximum Calculation  Individual Calculation: Family members meet only their individual Out-of-Pocket and then their claims will be covered at 100%; if the family Out-of-Pocket has been met prior to their individual Out-of-Pocket being met, their claims will be paid at 100%.                          | The Combined Out-of-Pocket Maximums will cross-accumulate (that is, Inner Circle will accumulate to In-Network and In-Network will accumulate to Inner Circle). |                                |                    |



| BENEFIT HIGHLIGHTS                                                                                                                                                        | INNER CIRCLE<br>(Meridian)                                                             | IN-NETWORK (QualCare) /Cigna) | OUT-OF-NETWORK               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------|------------------------------|
| Physician's Services                                                                                                                                                      |                                                                                        |                               |                              |
| Primary Care Physician's Office Visit                                                                                                                                     | No charge after \$30 per office visit copay                                            | 70% after plan deductible     | 50% after plan deductible    |
| Specialty Care Physician's Office Visits  Consultant and Referral Physician's Services  Note:                                                                             | No charge after \$40<br>Specialist per office<br>visit copay                           | 70% after plan deductible     | 50% after plan deductible    |
| OB/GYN provider is considered a Specialist.                                                                                                                               |                                                                                        |                               |                              |
| Surgery Performed in the Physician's Office                                                                                                                               | No charge                                                                              | 70% after plan deductible     | 50% after plan deductible    |
| Second Opinion Consultations (provided on a voluntary basis)                                                                                                              | No charge after the \$30 PCP or \$40 Specialist per office visit copay                 | 70% after plan deductible     | 50% after plan deductible    |
| Allergy Treatment/Injections                                                                                                                                              | No charge after \$40 per<br>office visit copay or No<br>charge without office<br>visit | 70% after plan deductible     | 50% after plan<br>deductible |
|                                                                                                                                                                           |                                                                                        |                               |                              |
| Preventive Care  Note: Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit. |                                                                                        |                               |                              |
| Routine Preventive Care - all ages                                                                                                                                        | No charge                                                                              | No charge                     | In-Network coverage only     |
| Immunizations - all ages                                                                                                                                                  | No charge                                                                              | No charge                     | In-Network coverage only     |
| Mammograms, PSA, PAP Smear                                                                                                                                                |                                                                                        |                               | ¥                            |
| Preventive Care Related Services (i.e. "routine" services)                                                                                                                | No charge                                                                              | No charge                     | 50% after plan deductible    |
| Diagnostic Related Services (i.e. "non-routine" services)                                                                                                                 | No charge after \$30 copay                                                             | 70% after plan deductible     | 50% after plan deductible    |



| BENEFIT HIGHLIGHTS                                                                                       | INNER CIRCLE<br>(Meridian) | IN-NETWORK<br>(QualCare/Cigna)              | OUT-OF-NETWORK                                                                   |
|----------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------|----------------------------------------------------------------------------------|
| Inpatient Hospital - Facility Services                                                                   | No charge                  | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible                                      |
| Semi-Private Room and Board                                                                              | No charge                  | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible to a maximum of \$5,000 per stay     |
| Private Room                                                                                             | Not Covered                | Not Covered                                 | Not Covered                                                                      |
| Special Care Units (ICU/CCU)                                                                             | No charge                  | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible to a maximum of \$5,000 per stay     |
| Outpatient Facility Services                                                                             |                            |                                             |                                                                                  |
| Hospital                                                                                                 | No charge                  | 70% after plan deductible                   | 50% after plan deductible                                                        |
| Free-Standing Surgical Center Out-of-Network Maximum: \$1200 per surgery, including all related services | No charge                  | 70% after plan<br>deductible                | 50% after plan deductible                                                        |
| Office based Surgery                                                                                     | No charge                  | No charge after plan deductible             | 50% after plan deductible                                                        |
| Same Day Surgery - All Other Facilities<br>Hospital                                                      |                            |                                             | 50% after plan                                                                   |
| Physician  Surgi-Center/Free Standing Surgical Facility                                                  | No charge                  | 70% after plan deductible                   | deductible<br>(\$1,200 maximum per<br>surgery; includes all<br>related services) |
| Inpatient Hospital Physician's<br>Visits/Consultations                                                   | No charge                  | 70% after plan deductible                   | 50% after plan deductible                                                        |
| Inpatient Hospital Professional Services                                                                 | No charge                  | 70% after plan deductible                   | 50% after plan deductible                                                        |
| Surgeon                                                                                                  |                            |                                             |                                                                                  |
| Radiologist                                                                                              |                            |                                             |                                                                                  |
| Pathologist                                                                                              |                            |                                             |                                                                                  |
| Anesthesiologist                                                                                         |                            |                                             |                                                                                  |
| Outpatient Professional Services                                                                         | No charge                  | 70% after plan deductible                   | 50% after plan deductible                                                        |
| Surgeon                                                                                                  |                            |                                             |                                                                                  |
| Radiologist                                                                                              |                            |                                             |                                                                                  |
| Pathologist                                                                                              |                            |                                             |                                                                                  |
| Anesthesiologist                                                                                         |                            |                                             |                                                                                  |



| BENEFIT HIGHLIGHTS                                                                                                                       | INNER CIRCLE<br>(Meridian)           | IN-NETWORK<br>(QualCare/Cigna) | OUT-OF-NETWORK                 |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------|--------------------------------|
| Urgent Care Services Urgent Care Facility or Outpatient Facility                                                                         | No charge after \$30 copay           | No charge after \$40 copay     | No charge after \$40 copay     |
| Outpatient Professional Services (radiology, pathology, and physician)                                                                   | No charge after \$30 copay           | No charge after \$40 copay     | No charge after<br>\$40 copay  |
| X-ray and/or Lab performed at the Urgent Care Facility (billed by the facility as part of the UC visit)                                  | No charge after \$30 copay           | No charge after \$40 copay     | No charge after<br>\$40 copay  |
| Advanced Radiological Imaging (i.e., MRIs, MRAs, CAT Scans, PET Scans, etc.)  The scan copay/deductible applies per type of scan per day | No charge after \$30 copay           | No charge after \$40 copay     | No charge after \$40 copay     |
| Emergency Services                                                                                                                       |                                      |                                |                                |
| Hospital Emergency Room                                                                                                                  | No charge after \$50 copay           | No charge after<br>\$100 copay | No charge after \$100 copay    |
| Outpatient Professional Services (radiology, pathology, and ER physician)                                                                | No charge after \$50 copay           | No charge after<br>\$100 copay | No charge after \$100 copay    |
| X-ray and/or Lab performed at the Emergency<br>Room (billed by the facility as part of the ER<br>visit)                                  | No charge after \$50 copay           | No charge after<br>\$100 copay | No charge after \$100 copay    |
| Independent x-ray and/or Lab Facility in conjunction with an ER visit                                                                    | No charge after \$50 copay           | No charge after \$100 copay    | No charge after \$100 copay    |
| Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, PET Scans etc.)  The scan copay/ deductible applies per type of scan per day  | No charge after \$50 copay           | No charge after<br>\$100 copay | No charge after<br>\$100 copay |
| Ambulance (Emergent, Hospital to Hospital,<br>Acute to Rehab)                                                                            | No charge through<br>Alert Ambulance | No charge                      | No charge                      |
| Ambulance                                                                                                                                | No charge                            | No charge                      | No charge                      |
| Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities   | No charge                            | 70% after plan deductible      | 50% after plan<br>deductible   |
| Contract Year Maximum:<br>120 days combined                                                                                              |                                      |                                |                                |
| Laboratory and Radiology Services (includes pre-admission testing)                                                                       |                                      |                                |                                |
| Physician's Office Visit                                                                                                                 | No charge                            | 70% after plan deductible      | 50% after plan deductible      |
| Outpatient Hospital Facility                                                                                                             | No charge                            | 70% after plan deductible      | 50% after plan deductible      |
| Independent X-ray and/or Lab Facility                                                                                                    | No charge                            | 70% after plan deductible      | 50% after plan deductible      |



| BENEFIT HIGHLIGHTS                                                                                                                                                                                                                                                | INNER CIRCLE<br>(Meridian)               | IN-NETWORK (QualCare/Cigna) | OUT-OF-NETWORK               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------|------------------------------|
| Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans and PET Scans)                                                                                                                                                                                          |                                          |                             |                              |
| Physician's Office Visit                                                                                                                                                                                                                                          | No charge                                | 70% after plan deductible   | 50% after plan deductible    |
| Inpatient Facility                                                                                                                                                                                                                                                | No charge                                | 70% after plan deductible   | 50% after plan deductible    |
| Outpatient Facility                                                                                                                                                                                                                                               | No charge                                | 70% after plan deductible   | 50% after plan deductible    |
| Dexa/Bone Density                                                                                                                                                                                                                                                 |                                          |                             |                              |
| Hospital Physician's Office Free-Standing Center                                                                                                                                                                                                                  | No charge                                | 70% after plan deductible   | 50% after plan<br>deductible |
| Outpatient Short-Term Rehabilitative Therapy                                                                                                                                                                                                                      | No charge                                | 70% after plan deductible   | 500/ G 1                     |
| Contract Year Maximums (per condition): - Physical Therapy – 60 visits - Speech Therapy – 30 visits - Occupational Therapy – 60 visits - Pulmonary/Respiratory Rehab – Unlimited - Cognitive Therapy – 60 visits  (The limits are not applicable to mental health | No charge                                | 70% after plan deduction    | 50% after plan<br>deductible |
| conditions.)                                                                                                                                                                                                                                                      |                                          |                             |                              |
| Outpatient Cardiac Rehabilitation                                                                                                                                                                                                                                 | No charge                                | 70% after plan deductible   | 50% after plan               |
| Contract Year Maximum: Unlimited                                                                                                                                                                                                                                  |                                          |                             | deductible                   |
| Chiropractic Care                                                                                                                                                                                                                                                 |                                          |                             |                              |
| Contract Year Maximum:<br>20 visits                                                                                                                                                                                                                               |                                          |                             |                              |
| Physician's Office Visit                                                                                                                                                                                                                                          | No charge after the \$40 per visit copay | 70% after plan deductible   | Not covered                  |



| BENEFIT HIGHLIGHTS                                                                                                           | INNER CIRCLE<br>(Meridian)             | IN-NETWORK (QualCare/Cigna)               | OUT-OF-NETWORK                            |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|-------------------------------------------|
| Dialysis Outpatient hospital Free standing facility Office                                                                   | No charge<br>No charge<br>No charge    | Not covered<br>Not covered<br>Not covered | Not covered<br>Not covered<br>Not covered |
| Note: If travel to a Meridian facility would be inadvisable by a Physician, coverage would be covered at the Meridian level. |                                        |                                           |                                           |
| Infusion Therapy                                                                                                             |                                        |                                           |                                           |
| In-patient                                                                                                                   | No charge                              | 70% after plan deductible                 | 50% after plan deductible                 |
| Outpatient hospital                                                                                                          | No charge                              | 70% after plan deductible                 | 50% after plan deductible                 |
| Free standing facility                                                                                                       | No charge                              | 70% after plan deductible                 | 50% after plan deductible                 |
| Office                                                                                                                       | No charge                              | 70% after plan deductible                 | 50% after plan deductible                 |
| Home                                                                                                                         | No charge                              | 70% after plan deductible                 | 50% after plan deductible                 |
| Acupuncture                                                                                                                  | No charge after \$40 copay             | Not covered                               | Not covered                               |
| Pain Management                                                                                                              | No charge                              | 70% after plan deductible                 | 50% after plan<br>deductible              |
| Home Health Care                                                                                                             |                                        |                                           |                                           |
| Contract Year Maximum:<br>120 days (includes outpatient private nursing<br>when approved as Medically Necessary)             | No charge through<br>Meridian at Home  | 70% after plan deductible                 | 50% after plan deductible                 |
| Hospice                                                                                                                      |                                        |                                           |                                           |
| Inpatient Services                                                                                                           | No charge through<br>Meridian Hospice  | 70% after plan deductible                 | 50% after plan deductible                 |
| Outpatient Services (same coinsurance level as Home Health Care)                                                             | No charge through<br>Meridian Hospice  | 70% after plan deductible                 | 50% after plan deductible                 |
| Contract Year maximum: 181 days                                                                                              |                                        |                                           |                                           |
| Private Duty Nursing                                                                                                         | No charge                              | 70% after plan deductible                 | 50% of fee schedule after plan deductible |
| Bereavement Counseling                                                                                                       |                                        |                                           |                                           |
| Services provided as part of Hospice Care                                                                                    |                                        |                                           |                                           |
| Inpatient                                                                                                                    | Not covered                            | Not covered                               | Not covered                               |
| Outpatient                                                                                                                   | Not covered                            | Not covered                               | Not covered                               |
| Services provided by Mental Health Professional                                                                              | Covered under Mental<br>Health Benefit | Covered under Mental<br>Health Benefit    | Covered under Mental<br>Health Benefit    |



| BENEFIT HIGHLIGHTS                                                                                                                                                                                                                | INNER CIRCLE<br>(Meridian) | IN-NETWORK (QualCare/Cigna)                 | OUT-OF-NETWORK                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------|---------------------------------------------|
| Maternity Care Services                                                                                                                                                                                                           |                            |                                             |                                             |
| Initial Visit to Confirm Pregnancy                                                                                                                                                                                                | No charge                  | No charge                                   | 50% after plan                              |
| Note: OB/GYN provider is considered a Specialist.                                                                                                                                                                                 |                            |                                             | deductible                                  |
| All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)                                                                                                                     | No charge                  | No charge                                   | 50% after plan<br>deductible                |
| Physician's Office Visits in addition to the global maternity fee when performed by an OB/GYN or Specialist                                                                                                                       | No charge                  | No charge                                   | 50% after plan<br>deductible                |
| Delivery - Facility                                                                                                                                                                                                               |                            |                                             |                                             |
| Inpatient Hospital                                                                                                                                                                                                                | No charge                  | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible |
| Birthing Center                                                                                                                                                                                                                   | No charge                  | 70% after plan deductible                   | 50% after plan deductible                   |
| Abortion                                                                                                                                                                                                                          |                            |                                             |                                             |
| Includes elective and non-elective procedures                                                                                                                                                                                     |                            |                                             |                                             |
| Physician's Office Visit                                                                                                                                                                                                          | No charge                  | 70% after plan deductible                   | 50% after plan deductible                   |
| Inpatient Facility                                                                                                                                                                                                                | No charge                  | 70% after plan deductible                   | 50% after plan deductible                   |
| Outpatient Facility                                                                                                                                                                                                               | No charge                  | 70% after plan deductible                   | 50% after plan deductible                   |
| Physician's Services                                                                                                                                                                                                              | No charge                  | 70% after plan deductible                   | 50% after plan deductible                   |
| Women's Family Planning Services                                                                                                                                                                                                  |                            |                                             |                                             |
| Office Visits, Lab and Radiology Tests and Counseling                                                                                                                                                                             | No charge                  | No charge                                   | 50% after plan deductible                   |
| Note: Includes coverage for contraceptive devices (e.g., Depo-Provera and Intrauterine Devices (IUDs)) as ordered or prescribed by a physician. Diaphragms also are covered when services are provided in the physician's office. |                            |                                             |                                             |
| Surgical Sterilization Procedures for Tubal<br>Ligation (excludes reversals)                                                                                                                                                      |                            |                                             |                                             |
| Physician's Office Visit                                                                                                                                                                                                          | No charge                  | No charge                                   | 50% after plan deductible                   |
| Inpatient Facility                                                                                                                                                                                                                | No charge                  | No charge                                   | 50% after plan deductible                   |
| Outpatient Facility                                                                                                                                                                                                               | No charge                  | No charge                                   | 50% after plan deductible                   |
| Physician's Services                                                                                                                                                                                                              | No charge                  | No charge                                   | 50% after plan deductible                   |



| BENEFIT HIGHLIGHTS                                                   | INNER CIRCLE<br>(Meridian)                                         | IN-NETWORK (QualCare/Cigna) | OUT-OF-NETWORK            |
|----------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------|---------------------------|
| Men's Family Planning Services                                       |                                                                    |                             |                           |
| Office Visits, Lab and Radiology Tests and Counseling                | No charge                                                          | 70% after plan deductible   | 50% after plan deductible |
| Surgical Sterilization Procedures for Vasectomy (excludes reversals) |                                                                    |                             |                           |
| Physician's Office Visit                                             | No charge                                                          | 70% after plan deductible   | 50% after plan deductible |
| Inpatient Facility                                                   | No charge                                                          | 70% after plan deductible   | 50% after plan deductible |
| Outpatient Facility                                                  | No charge                                                          | 70% after plan deductible   | 50% after plan deductible |
| Physician's Services                                                 | No charge after \$30 PCP or \$40 specialist per office visit copay | 70% after plan deductible   | 50% after plan deductible |

# **Infertility Treatment (Preauthorizaton Required)**

Coverage will be provided for the following services:

- Testing and treatment services performed in connection with an underlying medical condition.
- Testing performed specifically to determine the cause of infertility.
- Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).
- Artificial Insemination, In-vitro, GIFT, ZIFT, etc.

| Physician's Office Visit (Lab and Radiology<br>Tests, Counseling)                                                                                                                                              |                                                                        |                           |                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------|---------------------------|
| Inpatient Facility                                                                                                                                                                                             | No charge                                                              | 70% after plan deductible | 50% after plan deductible |
| Outpatient Facility                                                                                                                                                                                            | No charge                                                              | 70% after plan deductible | 50% after plan deductible |
| Physician's Services  Lifetime Maximum: \$10,000 Includes all related services billed with an infertility diagnosis for physician office visit (i.e. x-ray or lab services billed by an independent facility). | No charge after the \$30 PCP or \$40 Specialist per office visit copay | 70% after plan deductible | 50% after plan deductible |
| Organ Transplants                                                                                                                                                                                              |                                                                        |                           |                           |
| Includes all medically appropriate, non-<br>experimental transplants                                                                                                                                           |                                                                        |                           |                           |
| Physician's Office Visit                                                                                                                                                                                       | No charge after the \$30 PCP or \$40 Specialist per office visit copay | 70% after plan deductible | 50% after plan deductible |
| Inpatient Facility                                                                                                                                                                                             | No charge                                                              | 70% after plan deductible | 50% after plan deductible |
| Physician's Services                                                                                                                                                                                           | No charge                                                              | 70% after plan deductible | 50% after plan deductible |
| Lifetime Travel                                                                                                                                                                                                | Not covered                                                            | Not covered               | Not covered               |
| Durable Medical Equipment  Contract Year Maximum: Unlimited                                                                                                                                                    | No charge through<br>Health Innovations<br>Unlimited                   | 70% after plan deductible | 50% after plan deductible |



| BENEFIT HIGHLIGHTS                                                                                                                                                                                                                      | INNER CIRCLE<br>(Meridian)                                                      | IN-NETWORK<br>(QualCare/Cigna)                                          | OUT-OF-NETWORK               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------|
| Orthotripsy for Plantar Fasciitis Diagnosis                                                                                                                                                                                             |                                                                                 |                                                                         |                              |
| Hospital                                                                                                                                                                                                                                | No charge                                                                       | Not covered                                                             | Not covered                  |
| Physical                                                                                                                                                                                                                                | No charge                                                                       | No charge when performed by a QualCare physician at a Meridian facility | Not covered                  |
| Breast Feeding Equipment and Supplies  Note: Includes the rental of one hospital grade breast pump per birth when medically necessary and ordered or prescribed by a physician. Include related supplies. Prior Authorization required. | No charge                                                                       | No charge                                                               | 50% after plan<br>deductible |
| External Prosthetic Appliances  Contract Year Maximum: Unlimited                                                                                                                                                                        | No charge                                                                       | 70% after plan deductible                                               | 50% after plan<br>deductible |
| Wigs after Chemotherapy Lifetime limit: 1 wig to a maximum of \$500                                                                                                                                                                     | No charge                                                                       | 70% after plan deductible                                               | 50% after plan<br>deductible |
| Nutritional Evaluation                                                                                                                                                                                                                  |                                                                                 |                                                                         |                              |
| Contract Year Maximum: 3 visits per person; however, the 3 visit limit will not apply to treatment of diabetes and/or to Mental Health and Substance Use Disorder conditions.                                                           |                                                                                 |                                                                         |                              |
| Physician's Office Visit                                                                                                                                                                                                                | No charge                                                                       | 70% after plan deductible                                               | 50% after plan<br>deductible |
| Inpatient Facility                                                                                                                                                                                                                      | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Outpatient Facility                                                                                                                                                                                                                     | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Physician's Services                                                                                                                                                                                                                    | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Glasses/Lenses after Cataract Surgery                                                                                                                                                                                                   | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Limited to 1 pair per surgery                                                                                                                                                                                                           |                                                                                 |                                                                         |                              |
| Dental Care Limited to oral surgery related to (a) an accident or damage to perfectly healthy teeth; and (b) full/partial bony impacted teeth.                                                                                          | No shares of the the                                                            | 700/ - 0 1 1 1 2 1 1                                                    | 50% after plan deductible    |
| Physician's Office Visit                                                                                                                                                                                                                | No charge after the<br>\$30 PCP or \$40<br>Specialist per office<br>visit copay | 70% after plan deductible                                               | 50 % after plan deductible   |
| Inpatient Facility                                                                                                                                                                                                                      | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Outpatient Facility                                                                                                                                                                                                                     | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |
| Physician's Services                                                                                                                                                                                                                    | No charge                                                                       | 70% after plan deductible                                               | 50% after plan deductible    |



| BENEFIT HIGHLIGHTS                                                                                                | INNER CIRCLE<br>(Meridian)                                                                                                                      | IN-NETWORK<br>(QualCare/Cigna)                                                                                                                  | OUT-OF-NETWORK                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| TMJ Surgical and Non-Surgical Always excludes appliances and orthodontic treatment. Subject to medical necessity. |                                                                                                                                                 |                                                                                                                                                 |                                                                                                                                               |
| Physician's Office Visit                                                                                          | Not covered                                                                                                                                     | Not covered                                                                                                                                     | Not covered                                                                                                                                   |
| Inpatient Facility                                                                                                | Not covered                                                                                                                                     | Not covered                                                                                                                                     | Not covered                                                                                                                                   |
| Outpatient Facility                                                                                               | Not covered                                                                                                                                     | Not covered                                                                                                                                     | Not covered                                                                                                                                   |
| Physician's Services                                                                                              | Not covered                                                                                                                                     | Not covered                                                                                                                                     | Not covered                                                                                                                                   |
| Routine Foot Disorders                                                                                            | Not covered except for<br>services associated with<br>foot care for diabetes<br>and peripheral vascular<br>disease when Medically<br>Necessary. | Not covered except for<br>services associated with<br>foot care for diabetes and<br>peripheral vascular<br>disease when Medically<br>Necessary. | Not covered except for<br>services associated wit<br>foot care for diabetes<br>and peripheral vascular<br>disease when Medicall<br>Necessary. |
| Podiatry Services Routine Non-routine                                                                             | No charge after \$40 copay                                                                                                                      | 70% after plan deductible                                                                                                                       | 50% after plan deductible                                                                                                                     |
| Treatment Resulting From Life Threatening En                                                                      | mergencies                                                                                                                                      |                                                                                                                                                 |                                                                                                                                               |

Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance abuse expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.

| mixed services claim guidennes.                                                                                          |                                                               | 1                                           |                                             |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| Mental Health                                                                                                            |                                                               |                                             |                                             |
| Inpatient - Includes Acute Inpatient and Residential Treatment                                                           | No charge                                                     | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible |
| Outpatient Outpatient – Office Visits - Includes individual, family and group psychotherapy; medication management, etc. | No charge after the \$40<br>Specialist copay per<br>visit     | 70% after plan deductible                   | 50% after plan<br>deductible                |
| Outpatient – All Other Services - Includes Partial Hospitalization, Intensive Outpatient services, etc.                  | No charge after the \$40<br>Specialist copay per<br>visit     | 70% after plan deductible                   | 50% after plan deductible                   |
| Substance Use Disorder                                                                                                   |                                                               |                                             |                                             |
| Inpatient - Includes Acute Inpatient Detoxification, Acute Inpatient Rehabilitation and Residential Treatment            | No charge                                                     | \$250 copay, then 70% after plan deductible | \$250 copay, then 50% after plan deductible |
| Outpatient Outpatient – Office Visits - Includes individual, family and group psychotherapy; medication management, etc. | No charge after the \$40<br>Specialist copay per<br>visit     | 70% after plan deductible                   | 50% after plan deductible                   |
| Outpatient – All Other Services - Includes Partial Hospitalization, Intensive Outpatient services, etc.                  | No charge after the \$40<br>Specialist per copay per<br>visit | 70% after plan deductible                   | 50% after plan deductible                   |



# **Point of Service Medical Benefits**

# Certification Requirements - Out-of-Network For You and Your Dependents

# Pre-Admission Certification/Continued Stay Review for Hospital Confinement

Pre-Admission Certification (PAC) and Continued Stay Review (CSR) refer to the process used to certify the Medical Necessity and length of a Hospital Confinement when you or your Dependent require treatment in a Hospital:

- as a registered bed patient, except for 48/96 hour maternity stays;
- for a Partial Hospitalization for the treatment of Mental Health or Substance Use Disorder:
- for Mental Health or Substance Use Disorder Residential Treatment Services.

You or your Dependent should request PAC at least 48 hours prior to any non-emergency treatment in a Hospital described above. In the case of an emergency admission, you should contact the Review Organization within 48 hours after the admission. For an admission due to pregnancy, you should call the Review Organization by the end of the third month of pregnancy. CSR should be requested, prior to the end of the certified length of stay, for continued Hospital Confinement.

Covered Expenses incurred will be reduced by \$400 per occurrence unless PAC is received: prior to the date of admission; or in the case of an emergency admission, within 48 hours after the date of admission.

Covered Expenses incurred for which benefits would otherwise be payable under this Plan for the charges listed below will not include:

- Hospital charges for Bed and Board, for treatment listed above for which PAC was performed, which are made for any day in excess of the number of days certified through PAC or CSR; and
- any Hospital charges for treatment listed above for which PAC was requested, but which was not certified as Medically Necessary.

PAC and CSR are performed through a utilization review program by a Review Organization with which QualCare has contracted.

In any case, those expenses incurred for which payment is excluded by the terms set forth above will not be considered as expenses incurred for the purpose of any other part of this Plan, except for the "Coordination of Benefits" section.

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#### Prior Authorization/Pre-Authorized

The term Prior Authorization means the approval that a Participating Provider must receive from the Review Organization, prior to services being rendered, in order for certain services and benefits to be covered under this Plan.

Services that require Prior Authorization include, but are not limited to:

- inpatient services, except for 48/96 hour maternity stays;
- Outpatient and ambulatory surgery;
- pain management programs and treatments;
- Other outpatient services.

See Appendix B for the complete list of services requiring prior authorization.

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# **Covered Expenses**

The term Covered Expenses means the expenses incurred by or on behalf of a person for the charges listed below if they are incurred after he becomes covered for these benefits. Expenses incurred for such charges are considered Covered Expenses to the extent that the services or supplies provided are recommended by a Physician, and are Medically Necessary for the care and treatment of an Injury or a Sickness, as determined by QualCare. Any applicable Copayments, Deductibles or limits are shown in The Schedule.

# **Covered Expenses**

 charges made by a Hospital, on its own behalf, for Bed and Board and other Necessary Services and Supplies; except that for any day of Hospital Confinement, Covered Expenses will not include that portion of charges for Bed and Board which is more than the Bed and Board Limit shown in The Schedule.



- charges for licensed ambulance service to or from the nearest Hospital where the needed medical care and treatment can be provided. Includes air/water ambulance.
- charges made by a Hospital, on its own behalf, for medical care and treatment received as an outpatient.
- charges made by a Free-Standing Surgical Facility, on its own behalf for medical care and treatment.
- charges made on its own behalf, by an Other Health Care
  Facility, including a Skilled Nursing Facility, a
  Rehabilitation Hospital or a subacute facility for medical
  care and treatment; except that for any day of Other Health
  Care Facility confinement, Covered Expenses will not
  include that portion of charges which are in excess of the
  Other Health Care Facility Daily Limit shown in The
  Schedule.
- charges made for Emergency Services and Urgent Care.
- charges made by a Physician or a Psychologist for professional services.
- charges made by a Nurse, other than a member of your family or your Dependent's family, for professional nursing service.
- charges made for anesthetics and their administration; diagnostic x-ray and laboratory examinations; x-ray, radium, and radioactive isotope treatment; chemotherapy; blood transfusions; oxygen and other gases and their administration.
- charges made for an annual prostate-specific antigen test (PSA).
- charges made for laboratory services, radiation therapy and other diagnostic and therapeutic radiological procedures.
- charges made for Family Planning, including medical history, physical exam, related laboratory tests, medical supervision in accordance with generally accepted medical practices, other medical services, information and counseling on contraception, implanted/injected contraceptives, after appropriate counseling, medical services connected with surgical therapies (tubal ligations, vasectomies).
- charges made for the following preventive care services (detailed information is available at www.healthcare.gov.):
  - (1) evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
  - (2) immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Covered Person involved;

- (3) for infants, children, and adolescents, evidenceinformed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration:
- (4) for women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- charges made for surgical or nonsurgical treatment of Temporomandibular Joint Dysfunction.
- · charges made for acupuncture.

# **Clinical Trials**

This benefit plan covers routine patient care costs related to a qualified clinical trial for an individual who meets the following requirements:

- (a) is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition; and
- (b) either
  - the referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (a); or
  - the individual provides medical and scientific information establishing that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (a).

For purposes of clinical trials, the term "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.

The clinical trial must meet the following requirements:

The study or investigation must:

- be approved or funded by any of the agencies or entities authorized by federal law to conduct clinical trials;
- be conducted under an investigational new drug application reviewed by the Food and Drug Administration; or
- involve a drug trial that is exempt from having such an investigational new drug application.

Routine patient care costs are costs associated with the provision of health care items and services including drugs, items, devices and services otherwise covered by this benefit plan for an individual who is not enrolled in a clinical trial and, in addition:

• services required solely for the provision of the investigational drug, item, device or service;



- services required for the clinically appropriate monitoring of the investigational drug, device, item or service;
- services provided for the prevention of complications arising from the provision of the investigational drug, device, item or service; and
- reasonable and necessary care arising from the provision of the investigational drug, device, item or service, including the diagnosis or treatment of complications.

Routine patient care costs do not include:

- the investigational drug, item, device, or service, itself; or
- items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.

If your plan includes In-Network providers, Clinical trials conducted by non-participating providers will be covered at the In-Network benefit level if:

- there are not In-Network providers participating in the clinical trial that are willing to accept the individual as a patient, or
- the clinical trial is conducted outside the individual's state of residence.

# **Genetic Testing**

Charges made for genetic testing that uses a proven testing method for the identification of genetically-linked inheritable disease. Genetic testing is covered only if:

- a person has symptoms or signs of a genetically-linked inheritable disease;
- it has been determined that a person is at risk for carrier status as supported by existing peer-reviewed, evidencebased, scientific literature for the development of a genetically-linked inheritable disease when the results will impact clinical outcome; or
- the therapeutic purpose is to identify specific genetic mutation that has been demonstrated in the existing peerreviewed, evidence-based, scientific literature to directly impact treatment options.

Pre-implantation genetic testing, genetic diagnosis prior to embryo transfer, is covered when either parent has an inherited disease or is a documented carrier of a geneticallylinked inheritable disease.

Genetic counseling is covered if a person is undergoing approved genetic testing, or if a person has an inherited disease and is a potential candidate for genetic testing. Genetic counseling is limited to 3 visits per contract year for both preand post-genetic testing.

#### **Nutritional Evaluation**

Charges made for nutritional evaluation and counseling when diet is a part of the medical management of a documented organic disease.

#### Internal Prosthetic/Medical Appliances

Charges made for internal prosthetic/medical appliances that provide permanent or temporary internal functional supports for nonfunctional body parts are covered. Medically Necessary repair, maintenance or replacement of a covered appliance is also covered.

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# **Orthognathic Surgery**

- orthognathic surgery to repair or correct a severe facial deformity or disfigurement that orthodontics alone can not correct, provided:
  - the deformity or disfigurement is accompanied by a documented clinically significant functional impairment, and there is a reasonable expectation that the procedure will result in meaningful functional improvement; or
  - the orthognathic surgery is Medically Necessary as a result of tumor, trauma, disease; or
  - the orthognathic surgery is performed prior to age 19 and is required as a result of severe congenital facial deformity or congenital condition.

Repeat or subsequent orthognathic surgeries for the same condition are covered only when the previous orthognathic surgery met the above requirements, and there is a high probability of significant additional improvement as determined by the utilization review Physician.

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#### Cardiac Rehabilitation

 Phase II cardiac rehabilitation provided on an outpatient basis following diagnosis of a qualifying cardiac condition when Medically Necessary. Phase II is a Hospital-based outpatient program following an inpatient Hospital discharge. The Phase II program must be Physician directed with active treatment and EKG monitoring.

Phase III and Phase IV cardiac rehabilitation is not covered. Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phases I and II. Phase IV is an



advancement of Phase III which includes more active participation and weight training.

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#### **Home Health Services**

 charges made for Home Health Services when you: require skilled care; are unable to obtain the required care as an ambulatory outpatient; and do not require confinement in a Hospital or Other Health Care Facility.

Home Health Services are provided only if QualCare has determined that the home is a medically appropriate setting. If you are a minor or an adult who is dependent upon others for nonskilled care and/or custodial services (e.g., bathing, eating, toileting), Home Health Services will be provided for you only during times when there is a family member or care giver present in the home to meet your nonskilled care and/or custodial services needs.

Home Health Services are those skilled health care services that can be provided during visits by Other Health Care Professionals. The services of a home health aide are covered when rendered in direct support of skilled health care services provided by Other Health Care Professionals. A visit is defined as a period of 2 hours or less. Home Health Services are subject to a maximum of 16 hours in total per day. Necessary consumable medical supplies and home infusion therapy administered or used by Other Health Care Professionals in providing Home Health Services are covered. Home Health Services do not include services by a person who is a member of your family or your Dependent's family or who normally resides in your house or your Dependent's house even if that person is an Other Health Care Professional. Skilled nursing services or private duty nursing services provided in the home are subject to the Home Health Services benefit terms, conditions and benefit limitations. Physical, occupational, and other Short-Term Rehabilitative Therapy services provided in the home are not subject to the Home Health Services benefit limitations in the Schedule, but are subject to the benefit limitations described under Short-term Rehabilitative Therapy Maximum shown in The Schedule.

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## **Hospice Care Services**

 charges made for a person who has been diagnosed as having six months or fewer to live, due to Terminal Illness, for the following Hospice Care Services provided under a Hospice Care Program:

- by a Hospice Facility for Bed and Board and Services and Supplies;
- by a Hospice Facility for services provided on an outpatient basis;
- by a Physician for professional services;
- by a Psychologist, social worker, family counselor or ordained minister for individual and family counseling;
- for pain relief treatment, including drugs, medicines and medical supplies;
- by an Other Health Care Facility for:
  - part-time or intermittent nursing care by or under the supervision of a Nurse;
  - part-time or intermittent services of an Other Health Care Professional:
- physical, occupational and speech therapy;
- medical supplies; drugs and medicines lawfully dispensed only on the written prescription of a Physician; and laboratory services; but only to the extent such charges would have been payable under the plan if the person had remained or been Confined in a Hospital or Hospice Facility.

The following charges for Hospice Care Services are not included as Covered Expenses:

- for the services of a person who is a member of your family or your Dependent's family or who normally resides in your house or your Dependent's house;
- for any period when you or your Dependent is not under the care of a Physician;
- for services or supplies not listed in the Hospice Care Program;
- for any curative or life-prolonging procedures;
- to the extent that any other benefits are payable for those expenses under the Plan;
- for services or supplies that are primarily to aid you or your Dependent in daily living;
- for services or supplies provided by volunteers or others who do not regularly charge for their services;
- for funeral services and arrangements;
- for legal or financial counseling or services.

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#### Mental Health and Substance Use Disorder Services

Mental Health Services are services that are required to treat a disorder that impairs the behavior, emotional reaction or thought processes. In determining benefits payable, charges made for the treatment of any physiological conditions related to Mental Health will not be considered to be charges made for treatment of Mental Health.

**Substance Use Disorder** is defined as the psychological or physical dependence on alcohol or other mind-altering drugs that requires diagnosis, care, and treatment. In determining benefits payable, charges made for the treatment of any physiological conditions related to rehabilitation services for alcohol or drug abuse or addiction will not be considered to be charges made for treatment of Substance Use Disorder.

#### **Inpatient Mental Health Services**

Services that are provided by a Hospital while you or your Dependent is Confined in a Hospital for the treatment and evaluation of Mental Health. Inpatient Mental Health Services include Mental Health Residential Treatment Services.

Partial Hospitalization sessions are services that are provided for not less than 4 hours and not more than 12 hours in any 24hour period.

Mental Health Residential Treatment Services are services provided by a Hospital for the evaluation and treatment of the psychological and social functional disturbances that are a result of subacute Mental Health conditions.

Mental Health Residential Treatment Center means an institution which specializes in the treatment of psychological and social disturbances that are the result of Mental Health conditions; provides a subacute, structured, psychotherapeutic treatment program, under the supervision of Physicians; provides 24-hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center.

A person is considered confined in a Mental Health Residential Treatment Center when she/he is a registered bed patient in a Mental Health Residential Treatment Center upon the recommendation of a Physician.

#### **Outpatient Mental Health Services**

Services of Providers who are qualified to treat Mental Health when treatment is provided on an outpatient basis, while you or your Dependent is not Confined in a Hospital, and is provided in an individual, group or Mental Health Partial Hospitalization or Intensive Outpatient Therapy Program. Covered services include, but are not limited to, outpatient treatment of conditions such as: anxiety or depression which interfere with daily functioning; emotional adjustment or concerns related to chronic conditions such as psychosis or depression; emotional reactions associated with marital problems or divorce; child/adolescent problems of conduct or poor impulse control; affective disorders; suicidal or homicidal threats or acta; eating disorders; or acute exacerbation of chronic Mental Health conditions (crisis intervention and relapse prevention) and outpatient testing and assessment.

Mental Health Partial Hospitalization Services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed Mental Health program in accordance with the laws of the appropriate legally authorized agency.

A Mental Health Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment that are provided by a certified/licensed Mental Health program in accordance with the laws of the appropriate, legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling nine or more hours in a week.

# **Inpatient Substance Use Disorder Rehabilitation Services**

Services provided for rehabilitation, while you or your Dependent is Confined in a Hospital, when required for the diagnosis and treatment of abuse or addiction to alcohol and/or drugs. Inpatient Substance Use Disorder Services include Residential Treatment Services.

**Substance Use Disorder Residential Treatment Services** are services provided by a Hospital for the evaluation and treatment of the psychological and social functional disturbances that are a result of subacute Substance Use Disorder conditions.



#### **Substance Use Disorder Residential Treatment Center**

means an institution which specializes in the treatment of psychological and social disturbances that are the result of Substance Use Disorder; provides a subacute, structured, psychotherapeutic treatment program, under the supervision of Physicians; provides 24- hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center.

A person is considered confined in a Substance Use Disorder Residential Treatment Center when she/he is a registered bed patient in a Substance Use Disorder Residential Treatment Center upon the recommendation of a Physician.

# **Outpatient Substance Use Disorder Rehabilitation Services**

Services provided for the diagnosis and treatment of abuse or addiction to alcohol and/or drugs, while you or your Dependent is not Confined in a Hospital, including outpatient rehabilitation in an individual or a Substance Use Disorder Partial Hospitalization or Intensive Outpatient Therapy Program.

Substance Use Disorder Partial Hospitalization services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed Substance Use Disorder program in accordance with the laws of the appropriate authorized agency.

A Substance Use Disorder Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment that are provided by a certified/licensed Substance Use Disorder program in accordance with the laws of the appropriate, legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling nine, or more hours in a week.

#### **Substance Use Disorder Detoxification Services**

Detoxification and related medical ancillary services are provided when required for the diagnosis and treatment of addiction to alcohol and/or drugs. QualCare will decide, based on the Medical Necessity of each situation, whether such services will be provided in an inpatient or outpatient setting.

#### **Exclusions**

The following are specifically excluded from Mental Health and Substance Use Disorder Services:

- treatment of disorders which have been diagnosed as organic mental disorders associated with permanent dysfunction of the brain.
- developmental disorders, including but not limited to, developmental reading disorders, developmental arithmetic disorders, developmental language disorders or developmental articulation disorders.
- counseling for activities of an educational nature.
- counseling for borderline intellectual functioning.
- counseling for occupational problems.
- counseling related to consciousness raising.
- · vocational or religious counseling.
- . I.Q. testing.
- custodial care, including but not limited to geriatric day care
- psychological testing on children requested by or for a school system.
- occupational/recreational therapy programs even if combined with supportive therapy for age-related cognitive decline.

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## **Durable Medical Equipment**

• charges made for purchase or rental of Durable Medical Equipment that is ordered or prescribed by a Physician and provided by a vendor approved by QualCare for use outside a Hospital or Other Health Care Facility. Coverage for repair, replacement or duplicate equipment is provided only when required due to anatomical change and/or reasonable wear and tear. All maintenance and repairs that result from a person's misuse are the person's responsibility. Coverage for Durable Medical Equipment is limited to the lowest-cost alternative as determined by the utilization review Physician.

Durable Medical Equipment is defined as items which are designed for and able to withstand repeated use by more than one person; customarily serve a medical purpose; generally are not useful in the absence of Injury or Sickness; are appropriate for use in the home; and are not disposable. Such equipment includes, but is not limited to, crutches, hospital beds, respirators, wheel chairs, and dialysis machines.

Durable Medical Equipment items that are not covered include but are not limited to those that are listed below:

- Bed Related Items: bed trays, over the bed tables, bed wedges, pillos, custom bedroom equipment, mattresses, including nonpower mattresses, custom mattresses and posturepedic mattresses.
- Bath Related Items: bath lifts, nonportable whirlpools, bathtub rails, raised toilet seats, bath benches, bath stools, hand held showers, paraffin baths, bath mats, and spas.
- Chairs, Lifts and Standing Devices: computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, seat lifts (mechanical or motorized), patient lifts (mechanical or motorized - mannual hydraulic lifts are covered if patient is two-person transfer), and auto tilt chairs
- Fixtures to Real Property: ceiling lifts and wheelchair ramps.
- Car/Van Modifications.
- Air Quality Items: room humidifiers, vaporizers, air purifiers and electrostatic machines.
- Blood/Injection Related Items: blood pressure cuffs, nova pens and needleless injectors.

• Other Equipment: heat lamps, heating pads, cryounits, cryotherapy machines, electronic-controlled therapy units, ultraviolet cabinets, sheepskin pads and boots, postural drainage board, AC/DC adoptors, enuresis alarms, magnetic equipment, scales (baby and adult), stair gliders, elevators, saunas, any exercise equipment and diathermy mathines.

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#### **External Prosthetic Appliances and Devices**

charges made or ordered by a Physician for: the initial
purchase and fitting of external prosthetic appliances and
devices available only by prescription which are necessary
for the alleviation or correction of Injury, Sickness or
congenital defect. Coverage for External Prosthetic
Appliances is limited to the most appropriate and cost
effective alternative as determined by the utilization review
Physician.

External prosthetic appliances and devices shall include prostheses/prosthetic appliances and devices, orthoses and orthotic devices; braces; and splints.

# **Prostheses/Prosthetic Appliances and Devices**

Prostheses/prosthetic appliances and devices are defined as fabricated replacements for missing body parts.

Prostheses/prosthetic appliances and devices include, but are not limited to:

- basic limb prostheses;
- terminal devices such as hands or hooks; and
- speech prostheses.

The Plan will cover replacements if there is a sufficient change in a covered person's physical condition to make the original devices no longer functional.



#### **Orthoses and Orthotic Devices**

Orthoses and orthotic devices are defined as orthopedic appliances or apparatuses used to support, align, prevent or correct deformities. Coverage is provided for custom foot orthoses and other orthoses as follows:

- Nonfoot orthoses only the following nonfoot orthoses are covered:
- · rigid and semirigid custom fabricated orthoses;
- semirigid prefabricated and flexible orthoses; and
- rigid prefabricated orthoses including preparation, fitting and basic additions, such as bars and joints.
- Custom foot orthoses custom foot orthoses are only covered as follows:
- for persons with impaired peripheral sensation and/or altered peripheral circulation (e.g. diabetic neuropathy and peripheral vascular disease);
- when the foot orthosis is an integral part of a leg brace and is necessary for the propoer functioning of the brace;
- when the foot orthosis is for use as a replacement or substitute for missing parts of the foot (e.g. amputated toes) and is necessary for the alleviation or correction of Injury, Sickness or congenital defect; and
- for persons with neurologic or neuromuscular condition (e.g. cerebral palsy, hemiplegia, spina bifida) producing spasticity, malalignment, or pathological positioning of the foot and there is reasonable expectation of improvement.

The following are specifically excluded orthoses and orthotic devices:

- prefabricated foot orthoses;
- cranial banding and/or cranial orthoses. Other similar devices are excluded except when used postoperatively for synostotic plagiocephaly. When used for this indication, the cranial orthosis will be subject to the limitations and maximums of the External Prosthetic Appliances and Devices benefit;
- orthosis shoes, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers;
- orthoses primarily used for cosmetic rather than functional reasons; and
- orthoses primarily for improved athletic performance or sports participation.

#### Braces

A Brace is defined as an orthosis or orthopedic appliance that supports or holds in correct position any movable part of the body and that allows for motion of that part.

The following braces are specifically excluded: Copes scoliosis braces.

#### **Splints**

A Splint is defined as an appliance for preventing movement of a joint or for the fixation of displaced or movable parts.

Coverage for replacement of external prosthetic appliances and devices is limited to the following:

- replacement due to regular wear. Replacement for damage due to abuse or misuse by the person will not be covered.
- replacement will be provided when anatomic change has rendered the external prosthetic appliance or device ineffective. Anatomic change includes significant weight gain or loss, atrophy and/or growth.
- Coverage for replacement is limited as follows:
  - no more than once every 24 months for persons 19 years of age and older;
  - no more than once every 12 months for persons 18 years of age and under; and
  - replacement due to a surgical alteration or revision of the site.

The following are specifically excluded external prosthetic appliances and devices:

- external and internal power enhancements or power controlsfor prosthetic limbs and terminal devices; and
- myoelectric prostheses peripheral nerve stimulators.

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charges made for services related to diagnosis of infertility

# **Infertility Services**

 charges made for services related to diagnosis of infertility and treatment of infertility once a condition of infertility has been diagnosed. Services include, but are not limited to: infertility drugs which are administered or provided by a Physician; approved surgeries and other therapeutic procedures that have been demonstrated in existing peerreviewed, evidence-based, scientific literature to have a reasonable likelihood of resulting in pregnancy; laboratory tests; sperm washing or preparation; artificial insemination;



diagnostic evaluations; gamete intrafallopian transfer (GIFT); in vitro fertilization (IVF); zygote intrafallopian transfer (ZIFT); and the services of an embryologist.

Infertility is defined as the inability of opposite sex partners to achieve conception after one year of unprotected intercourse; or the inability of a woman to achieve conception after six trials of artificial insemination over a one-year period. This benefit includes diagnosis and treatment of both male and female infertility.

However, the following are specifically excluded infertility services:

- reversal of male and female voluntary sterilization;
- infertility services when the infertility is caused by or related to voluntary sterilization;
- · donor charges and services;
- · cryopreservation of donor sperm and eggs; and
- any experimental, investigational or unproven infertility procedures or therapies.

HC-COV11 04-10

# **Short-Term Rehabilitative Therapy**

Short-term Rehabilitative Therapy that is part of a rehabilitation program, including physical, speech, occupational, cognitive, osteopathic manipulative, and pulmonary rehabilitation therapy, when provided in the most medically appropriate setting.

The following limitation applies to Short-term Rehabilitative Therapy:

• occupational therapy is provided only for purposes of enabling persons to perform the activities of daily living after an Illness or Injury or Sickness.

Short-term Rehabilitative Therapy services that are not covered include but are not limited to:

- sensory integration therapy, group therapy; treatment of dyslexia; behavior modification or myofunctional therapy for dysfluency, such as stuttering or other involuntarily acted conditions without evidence of an underlying medical condition or neurological disorder;
- treatment for functional articulation disorder such as correction of tongue thrust, lisp, verbal apraxia or swallowing dysfunction that is not based on an underlying diagnosed medical condition or Injury; and
- maintenance or preventive treatment consisting of routine, long term or non-Medically Necessary care provided to prevent recurrence or to maintain the patient's current status.

Multiple outpatient services provided on the same day constitute one day.

A separate Copayment will apply to the services provided by each provider.

Services that are provided by a chiropractic Physician are not covered. These services include the conservative management of acute neuromusculoskeletal conditions through manipulation and ancillary physiological treatment rendered to restore motion, reduce pain and improve function.

#### **Chiropractic Care Services**

Charges made for diagnostic and treatment services utilized in an office setting by chiropractic Physicians for covered persons age 18 and older. Chiropractic treatment includes the conservative management of acute neuromusculoskeletal conditions through manipulation and ancillary physiological treatment rendered to specific joints to restore motion, reduce pain, and improve function. For these services you have direct access to qualified chiropractic Physicians.

The following limitation applies to Chiropractic Care Services:

 occupational therapy is provided only for purposes of enabling persons to perform the activities of daily living after an Injury or Sickness.

Chiropractic Care services that are not covered include but are not limited to:

- services of a chiropractor which are not within his scope of practice, as defined by state law;
- charges for care not provided in an office setting;
- maintenance or preventive treatment consisting of routine, long term or non-Medically Necessary care provided to prevent recurrence or to maintain the patient's current status:
- vitamin therapy.

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# **Breast Reconstruction and Breast Prostheses**

charges made for reconstructive surgery following a
mastectomy; benefits include: surgical services for
reconstruction of the breast on which surgery was
performed; surgical services for reconstruction of the
nondiseased breast to produce symmetrical appearance;
postoperative breast prostheses; and mastectomy bras and
external prosthetics, limited to the lowest cost alternative
available that meets external prosthetic placement needs.
During all stages of mastectomy, treatment of physical
complications, including lymphedema therapy, are covered.



# **Reconstructive Surgery**

charges made for reconstructive surgery or therapy to repair
or correct a severe physical deformity or disfigurement
which is accompanied by functional deficit; (other than
abnormalities of the jaw or conditions related to TMJ
disorder) provided that: the surgery or therapy restores or
improves function; reconstruction is required as a result of
Medically Necessary, noncosmetic surgery; or the surgery
or therapy is performed prior to age 19 and is required as a
result of the congenital absence or agenesis (lack of
formation or development) of a body part. Repeat or
subsequent surgeries for the same condition are covered
only when there is the probability of significant additional
improvement as determined by the utilization review
Physician.

HC-COV14 04-10

#### **Transplant Services**

 charges made for human organ and tissue Transplant services which include solid organ and bone marrow/stem cell procedures at designated facilities throughout the United States or its territories. This coverage is subject to the following conditions and limitations.

Transplant services include the recipient's medical, surgical and Hospital services; inpatient immunosuppressive medications; and costs for organ or bone marrow/stem cell procurement. Transplant services are covered only if they are required to perform any of the following human to human organ or tissue transplants: allogeneic bone marrow/stem cell, autologous bone marrow/stem cell, cornea, heart, heart/lung, kidney, kidney/pancreas, liver, lung, pancreas or intestine which includes small bowel-liver or multi-visceral.

Services must be performed by an institution approved by the National Cancer Institute or pursuant to protocols consistent with the guidelines of the American Society of Clinical Oncologists.

Coverage for organ procurement costs are limited to costs directly related to the procurement of an organ, from a cadaver or a live donor. Organ procurement costs shall consist of surgery necessary for organ removal, organ transportation and the transportation, hospitalization and surgery of a live donor.

Compatibility testing undertaken prior to procurement is covered if Medically Necessary. Costs related to the search for, and identification of a bone marrow or stem cell donor for an allogeneic transplant are also covered.

If the covered person is the donor, this Plan will cover donor organ charges for: (a) evaluating the organ; (b) removing the organ from the donor.

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### Abortion

 charges made for an elective abortion or when the pregnancy would endanger the life of the mother, rape or incest, or to treat medical complications due to an abortion.

# Allergy Tests/Treatment

· charges made for allegy tests an dallergy treatments

# **Birthing Center**

charges for services, supplies and treatments rendered at a
birthing center provided the physician in charge is acting
within the scope of his license and the birthing center meets
all legal requirements. Services of a midwife actingin within
the scope of his license or registration are covered if the State
in which such service is performed has legally recognized
midwife delivery. Coverage is provided for prenatal care,
delivery, and postpartum care within 48 hours after a vaginal
delivery and 90 hours after a cesarean delivery.

#### Inherited Metabolic Disease

 charges made for the therapeutic treatment of inherited metabolic diseases, including the purchase of medical foods and low protein modified food products as determined to be medically necessary and appropriate by a physician.

### **Orthotripsy**

• charges made for orthotripsy for a diagnosis of plantar fasciitis. The person must complete at least six (6) months of conservative treatment before surgical intervention. All orthotripsy cases will be reviewed on a case-by-case basis by QualCare's Medical Director.

# **Podiatry Services**

 charges made for surgical podiatry services, including incision and drainage of infeted tissues of the foot, removal of lesions of the foot, removal or debridement of infected toenails, surgical removal of nail root, and treatment of fractures or dislocations of bones of the foot.

# **Sleep Disorders**

 charges made for sleep studies and treatment of sleep apnea an dother sleep disorders, including charges for sleep apnea monitors.



#### Specialized Non-Standard Formulas

- charges for special enteral and/or oral feeding formulas are reimbursable if all of the following conditions are met:
  - A special enteral or oral feeding formula is medically necesary and appropriate to sustain life or health:
  - No retail regulaor over-the-counter enteral or oral feeding formula can be used for the individual;
  - The special enteral or oral feeding formula is the sole source of nutrition or the source of at least 50% of the daily caloric intake;
  - Nutritional management of th eindividual must include ongoing evaluation and management by a physician, physician assistant, or advance practice nurse; and
  - Diagnoses or conditions for which a special enteral or oral feeding formula is considered medical necessary and appropriate include but are not limited to:
    - Severe, potentially life-threatening or lifethreatening allergy to proteins such as soy or milk
    - · Short gut syndrome
    - Inborn errors of metabolism, including but not limited to phenylketonuria and maple syrup urine disease

Products considered a reimbursable special enteral or oral feeding formula include but are not limited to:

- Elecare®
- Alimentum<sup>®</sup>
- Neocate<sup>®</sup>

#### **Vision Care Benefits**

 charges made for non-routine eye-care, provided that it is deemed medically necessary and appropriate. Radial karatotomy or other eye surgery to correct nearsightedness is not covered.

# Wigs

- charges made for a wig or hairpiece prescribed by a physician as a prosthetic for hair loss due to injury, disease or treatment of a disease. Examples of covered illness are:
  - Burns 2nd degree full thickness and 3rd degree burns with resulting permanent alopecia
  - Lupus
  - Alopecia areata with near complete or complete cranial hair loss
  - Alopecia totalis
  - · Alopecia universalis
  - Fungal infections not responsive to an appropriate (typically 6 week) course of antifungal treatment resulting in near complete or complete cranial hair loss
  - Chemotherapy
  - · Radiation therapy

#### Wilm's Tumor

 charges made for the treatment of Wilm's Tumor, even if it is deemed experimental or investigational. Treatment can include, but is not limited to, autologous bone marrow transplants when standard chemotherapy treatment is unsuccessful.



# **Exclusions, Expenses Not Covered and General Limitations**

# **Exclusions and Expenses Not Covered**

Additional coverage limitations determined by plan or provider type are shown in the Schedule. Payment for the following is specifically excluded from this plan:

- care for health conditions that are required by state or local law to be treated in a public facility.
- care required by state or federal law to be supplied by a public school system or school district.
- care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this Plan. For example, if QualCare determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without QualCare's express consent, then QualCare in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, QualCare shall have the right to require you to provide proof sufficient to QualCare that you have made your required cost share payment(s) prior to the payment of any benefits by QualCare. This exclusion includes, but is not
  - limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.

- assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- for or in connection with experimental, investigational or unproven services.
  - Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section(s) of this Plan; or
  - the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this Plan.
- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: Macromastia or Gynecomastia Surgeries; Surgical treatment of varicose veins; Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within twelve months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.



- for medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition.
- unless otherwise covered in this Plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and courtordered, forensic or custodial evaluations.
- court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this Plan.
- any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmy, and premature ejaculation.
- medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this Plan.
- nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or mental retardation.
- therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this Plan.
- private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.

- personal or comfort items such as personal care kits
  provided on admission to a Hospital, television, telephone,
  newborn infant photographs, complimentary meals, birth
  announcements, and other articles which are not for the
  specific treatment of an Injury or Sickness.
- artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post-cataract surgery).
- routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- all noninjectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this Plan.
- routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- genetic screening or pre-implantations genetic screening.
   General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- dental implants for any condition.
- fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- blood administration for the purpose of general improvement in physical condition.



- cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- cosmetics, dietary supplements and health and beauty aids.
- all nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- medical treatment for a person age 65 or older, who is covered under this Plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- telephone, e-mail, and Internet consultations, and telemedicine.
- · massage therapy.
- · childbirth classes.
- care services or treatment required as a result of complications from a treatment not covered under the Plan.
- diagnostic testing in connection with school exams, athletic exams, pre-marital exams or employment physicals unless listed as a preventive care service covered by the Plan.
- educational, special eduction or job training, whether or not provided in a medical facility.
- exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational or physical therapy covered by the Plan.
- services for or in connection with financial counseling services.
- orthoptics, vision training, low vision aids or supplemental training.
- environmental ecological treatments, primal therapy, bioenergetic therapy, carbon dioxide therapy.
- any charges resulting from or incurred in connection with surrogate pregnancy.
- charges for travel or accommodations, whether or not recommended by a Physician, except for ambulance charges as shown in Covered Expenses.

- umbilical cord preservation.
- modifications to a home or automobile to make it accessible and drivable by an individual with a disability.
- transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.



### **General Limitations**

No payment will be made for expenses incurred for you or any one of your Dependents:

- for charges made by a Hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected Injury or Sickness.
- to the extent that you or any one of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
- to the extent that payment is unlawful where the person resides when the expenses are incurred.
- for charges which would not have been made if the person had no insurance.
- to the extent that they are more than Maximum Reimbursable Charges.
- to the extent of the exclusions imposed by any certification requirement shown in this Plan.
- expenses for supplies, care, treatment, or surgery that are not Medically Necessary.
- charges made by any covered provider who is a member of your or your Dependent's family.
- expenses incurred outside the United States other than expenses for medically necessary urgent or emergent care while temporarily traveling abroad.

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### **Coordination of Benefits**

This section applies if you or any one of your Dependents is covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan.

### **Definitions**

For the purposes of this section, the following terms have the meanings set forth below:

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Any of the following that provides benefits or services for medical care or treatment:

- Group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public, nor is individually underwritten, including closed panel coverage.
- Coverage under Medicare and other governmental benefits as permitted by law, excepting Medicaid and Medicare supplement policies.
- Medical benefits coverage of group, group-type, and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

### **Closed Panel Plan**

A Plan that provides medical or dental benefits primarily in the form of services through a panel of employed or contracted providers, and that limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

### **Primary Plan**

The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.

### **Secondary Plan**

A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.

### Allowable Expense

A necessary, reasonable and customary service or expense, including deductibles, coinsurance or copayments, that is covered in full or in part by any Plan covering you. When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service is the Allowable Expense and is a paid benefit.



Examples of expenses or services that are not Allowable Expenses include, but are not limited to the following:

- An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an Allowable Expense.
- If you are confined to a private Hospital room and no Plan provides coverage for more than a semiprivate room, the difference in cost between a private and semiprivate room is not an Allowable Expense.
- If you are covered by two or more Plans that provide services or supplies on the basis of reasonable and customary fees, any amount in excess of the highest reasonable and customary fee is not an Allowable Expense.
- If you are covered by one Plan that provides services or supplies on the basis of reasonable and customary fees and one Plan that provides services and supplies on the basis of negotiated fees, the Primary Plan's fee arrangement shall be the Allowable Expense.
- If your benefits are reduced under the Primary Plan (through the imposition of a higher copayment amount, higher coinsurance percentage, a deductible and/or a penalty) because you did not comply with Plan provisions or because you did not use a preferred provider, the amount of the reduction is not an Allowable Expense. Such Plan provisions include second surgical opinions and precertification of admissions or services.

### **Claim Determination Period**

A calendar year, but does not include any part of a year during which you are not covered under this Plan or any date before this section or any similar provision takes effect.

### Reasonable Cash Value

An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service by other health care providers located within the immediate geographic area where the health care service is rendered under similar or comparable circumstances.

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

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers you as an enrollee or an employee shall be the Primary Plan and the Plan that covers you as a Dependent shall be the Secondary Plan;
- If you are a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan

- which covers the parent whose birthday falls first in the calendar year as an enrollee or employee;
- If you are the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible
    for the child's healthcare expenses or health coverage and
    the Plan for that parent has actual knowledge of the terms
    of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the spouse of the parent with custody of the child;
  - then, the Plan of the parent not having custody of the child, and
  - finally, the Plan of the spouse of the parent not having custody of the child.
- The Plan that covers you as an active employee (or as that employee's Dependent) shall be the Primary Plan and the Plan that covers you as laid-off or retired employee (or as that employee's Dependent) shall be the secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- The Plan that covers you under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers you as an active employee or retiree (or as that employee's Dependent) shall be the Primary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- If one of the Plans that covers you is issued out of the state whose laws govern this Plan, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the Plan that has covered you for the longer period of time shall be primary.

When coordinating benefits with Medicare, this Plan will be the Secondary Plan and determine benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above, will be used to determine how benefits will be coordinated.

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

If this Plan is the Secondary Plan, this Plan may reduce benefits so that the total benefits paid by all Plans during a



Claim Determination Period are not more than 100% of the total of all Allowable Expenses.

The difference between the amount that this Plan would have paid if this Plan had been the Primary Plan, and the benefit payments that this Plan had actually paid as the Secondary Plan, will be recorded as a benefit reserve for you. QualCare will use this benefit reserve to pay any Allowable Expense not otherwise paid during the Claim Determination Period.

As each claim is submitted, QualCare will determine the following:

- QualCare's obligation to provide services and supplies under this Plan;
- whether a benefit reserve has been recorded for you; and
- whether there are any unpaid Allowable Expenses during the Claims Determination Period.

If there is a benefit reserve, QualCare will use the benefit reserve recorded for you to pay up to 100% of the total of all Allowable Expenses. At the end of the Claim Determination Period, your benefit reserve will return to zero and a new benefit reserve will be calculated for each new Claim Determination Period.

### **Recovery of Excess Benefits**

If QualCare pays charges for benefits that should have been paid by the Primary Plan, or if QualCare pays charges in excess of those for which we are obligated to provide under the plan, QualCare will have the right to recover the actual payment made or the Reasonable Cash Value of any services.

QualCare will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments made by any insurance company, healthcare plan or other organization. If we request, you must execute and deliver to us such instruments and documents as we determine are necessary to secure the right of recovery.

### Right to Receive and Release Information

QualCare, without consent or notice to you, may obtain information from and release information to any other Plan with respect to you in order to coordinate your benefits pursuant to this section. You must provide us with any information we request in order to coordinate your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, you will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

### **Medicare Eligibles**

QualCare will pay as the Secondary Plan as permitted by the Social Security Act of 1965 as amended for the following:

- (a) a former Team Member who is eligible for Medicare and whose insurance is continued for any reason as provided in this plan;
- (b) a former Employee's Dependent, or a former Dependent Spouse, who is eligible for Medicare and whose insurance is continued for any reason as provided in this plan;
- (c) a Team Member whose Employer and each other Employer participating in the Employer's plan have fewer than 100 Employees and that Team Member is eligible for Medicare due to disability;
- (d) the Dependent of an Team Member whose Employer and each other Employer participating in the Employer's plan have fewer than 100 Employees and that Dependent is eligible for Medicare due to disability;
- (e) a Team Member or a Dependent of a Team Member of an Employer who has fewer than 20 Employees, if that person is eligible for Medicare due to age;
- (f) a Team Member, retired Team Member, Team Member's Dependent or retired Employee's Dependent who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months;

QualCare will assume the amount payable under:

- Part A of Medicare for a person who is eligible for that Part without premium payment, but has not applied, to be the amount he would receive if he had applied.
- Part B of Medicare for a person who is entitled to be enrolled in that Part, but is not, to be the amount he would receive if he were enrolled.
- Part B of Medicare for a person who has entered into a private contract with a provider, to be the amount he would receive in the absence of such private contract.

A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective for him.

This reduction will not apply to any Team Member and his Dependent or any former Team Member and his Dependent unless he is listed under (a) through (f) above.

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# **Expenses For Which A Third Party May Be Responsible**

This Plan does not cover:

- Expenses incurred by you or your Dependent (hereinafter individually and collectively referred to as a "Participant,") for which another party may be responsible as a result of having caused or contributed to an Injury or Sickness.
- Expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage.

### Subrogation/Right of Reimbursement

If a Participant incurs a Covered Expense for which, in the opinion of the plan or its claim administrator, another party may be responsible or for which the Participant may receive payment as described above:

- Subrogation: The plan shall, to the extent permitted by law, be subrogated to all rights, claims or interests that a Participant may have against such party and shall automatically have a lien upon the proceeds of any recovery by a Participant from such party to the extent of any benefits paid under the plan. A Participant or his/her representative shall execute such documents as may be required to secure the plan's subrogation rights.
- Right of Reimbursement: The plan is also granted a right of reimbursement from the proceeds of any recovery whether 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.

### Lien of the Plan

By accepting benefits under this plan, a Participant:

- grants a lien and assigns to the plan an amount equal to the benefits paid under the plan against any recovery made by or on behalf of the Participant which is binding on any attorney or other party who represents the Participant whether or not an agent of the Participant or of any insurance company or other financially responsible party against whom a Participant may have a claim provided said attorney, insurance carrier or other party has been notified by the plan or its agents;
- agrees that this lien shall constitute a charge against the proceeds of any recovery and the plan shall be entitled to assert a security interest thereon;

 agrees to hold the proceeds of any recovery in trust for the benefit of the plan to the extent of any payment made by the plan.

### **Additional Terms**

- No adult Participant hereunder may assign any rights that it
  may have to recover medical expenses from any third party
  or other person or entity to any minor Dependent of said
  adult Participant without the prior express written consent
  of the plan. The plan's right to recover shall apply to
  decedents', minors', and incompetent or disabled persons'
  settlements or recoveries.
- No Participant shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.
- The plan's right of recovery shall be a prior lien against any
  proceeds recovered by the Participant. This right of
  recovery shall not be defeated nor reduced by the
  application of any so-called "Made-Whole Doctrine",
  "Rimes Doctrine", or any other such doctrine purporting to
  defeat the plan's recovery rights by allocating the proceeds
  exclusively to non-medical expense damages.
- No Participant hereunder shall incur any expenses on behalf
  of the plan in pursuit of the plan's rights hereunder,
  specifically; no court costs, attorneys' fees or other
  representatives' fees may be deducted from the plan's
  recovery without the prior express written consent of the
  plan. This right shall not be defeated by any so-called "Fund
  Doctrine", "Common Fund Doctrine", or "Attorney's Fund
  Doctrine".
- The plan shall recover the full amount of benefits provided hereunder without regard to any claim of fault on the part of any Participant, whether under comparative negligence or otherwise.
- The plan hereby disavows all equitable defenses in pursuit of its right of recovery. The plan's subrogation or recovery rights are neither affected nor diminished by equitable defenses.
- In the event that a Participant shall fail or refuse to honor its obligations hereunder, then the plan shall be entitled to recover any costs incurred in enforcing the terms hereof including, but not limited to, attorney's fees, litigation, court costs, and other expenses. The plan shall also be entitled to offset the reimbursement obligation against any entitlement to future medical benefits hereunder until the Participant has fully complied with his reimbursement obligations hereunder, regardless of how those future medical benefits are incurred.
- Any reference to state law in any other provision of this
  plan shall not be applicable to this provision, if the plan is
  governed by ERISA. By acceptance of benefits under the
  plan, the Participant agrees that a breach hereof would cause



irreparable and substantial harm and that no adequate remedy at law would exist. Further, the Plan shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.

 Participants must assist the plan in pursuing any subrogation or recovery rights by providing requested information.

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### **Payment of Benefits**

### To Whom Payable

Medical Benefits are assignable to the provider. When you assign benefits to a provider, you have assigned the entire amount of the benefits due on that claim. If the provider is overpaid because of accepting a patient's payment on the charge, it is the provider's responsibility to reimburse the patient. Because of QualCare's contracts with providers, all claims from contracted providers should be assigned.

QualCare may, at its option, make payment to you for the cost of any Covered Expenses from a Non-Participating Provider even if benefits have been assigned. When benefits are paid to you or your Dependents, you or your Dependents are responsible for reimbursing the provider.

If any person to whom benefits are payable is a minor or, in the opinion of QualCare is not able to give a valid receipt for any payment due him, such payment will be made to his legal guardian. If no request for payment has been made by his legal guardian, QualCare may, at its option, make payment to the person or institution appearing to have assumed his custody and support.

When one of our participants passes away, QualCare may receive notice that an executor of the estate has been established. The executor has the same rights as our insured and benefit payments for unassigned claims should be made payable to the executor.

Payment as described above will release QualCare from all liability to the extent of any payment made.

### **Recovery of Overpayment**

When an overpayment has been made by QualCare, QualCare will have the right at any time to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment. In addition, your acceptance of benefits under this plan and/or assignment of Medical Benefits separtely creates

an equitable lien by agreement pursuant to which QualCare may seek recovery of any overpayment. You agree that QualCare, in seeking recovery of any overpayment as a contractual right or as an equitable line by agreement, may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

### **Calculation of Covered Expenses**

QualCare, in its discretion, will calculate Covered Expenses following evaluation and validation of all provider billings in accordance with:

- the methodologies in the most recent edition of the Current Procedural terminology,
- the methodologies as reported by generally recognized professionals or publications.

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### **Termination of Coverage**

### **Team Members**

Your coverage will cease on the earliest date below:

- the date you cease to be in a Class of Eligible Employees or cease to qualify for the coverage. Terminations occurring between the 1st and 15th of the month will be effective as of the 15th. Terminations occurring after the 15th of the month will be effective as of the last day of the month.
- the last day of the calendar month for which you have made any required contribution for the coverage.
- the date the plan is canceled.
- the last day of the calendar month in which your Active Service ends except as described below. Terminations occurring between the 1st and 15th of the month will be effective as of the 15th. Terminations occurring after the 15th of the month will be effective as of the last day of the month.
- the date of your death.

Any continuation of coverage must be based on a plan which precludes individual selection.

### Temporary Layoff or Leave of Absence

If your Active Service ends due to temporary layoff or leave of absence, your coverage will be continued until the date your Employer cancels your coverage.



### **Injury or Sickness**

If your Active Service ends due to an Injury or Sickness, your coverage will be continued while you remain totally and continuously disabled as a result of the Injury or Sickness. However, your coverage will not continue past the date your Employer cancels your coverage.

### **Dependents**

Your coverage for all of your Dependents will cease on the earliest date below:

- the date your coverage ceases. However, Dependent coverage ends on the last day of the calendar month next following the month of the Team Member's death.
- the last day of the calendar month you cease to be eligible for Dependent Coverage.
- the last day for which you have made any required contribution for the coverage.
- the date Dependent coverage is canceled.
- the date the plan is cancelled.
- in the case of a Dependent enrolled pursuant to a QMCSO, the date the Plan Administrator receives written evidence that the QMCSO is no longer in effect.

HC-TRMI 04-10 VI

### **Rescissions**

Your coverage may not be rescinded (retroactively terminated) by QualCare or the plan sponsor unless the plan sponsor or an individual (or a person seeking coverage on behalf of the individual) performs an act, practice or omission that constitutes fraud; or the plan sponsor or individual (or a person seeking coverage on behalf of the individual) makes an intentional misrepresentation of material fact.

If a Team Member or Dependent is found to have committed fraud or an intentional misrepresentation of a material fact, coverage may be retroactively terminated with 30 days advance notice

HC-TRM80 01-11

# **Federal Requirements**

The following pages explain your rights and responsibilities under federal laws and regulations. Some states may have similar requirements. If a similar provision appears elsewhere in this booklet, the provision which provides the better benefit will apply.

HC-FED1 10-10

### Notice of Provider Directory/Networks

# Notice Regarding Provider/Pharmacy Directories and Provider/Pharmacy Networks

If your Plan utilizes a network of Providers, a separate listing of Participating Providers who participate in the network is available to you without charge by calling the toll-free telephone number on your ID card or by visiting:

- Meridian Health Inner Circle Directory: http://teammeridian.com/
- QualCare Network Providers: https://qualcareinc.com/
- Cigna Network Providers: http://sarhcpdir.cigna.com/mcoap

Your Participating Provider/Pharmacy networks consist of a group of local medical practitioners, and Hospitals, of varied specialties as well as general practice or a group of local Pharmacies who are employed by or contracted with Meridian Health or QualCare.

HC-FED2 10-10

# **Qualified Medical Child Support Order** (QMCSO)

### Eligibility for Coverage Under a QMCSO

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order and you will not be considered a Late Entrant for Dependent Coverage.

You must notify your Employer and elect coverage for that child, and yourself if you are not already enrolled, within 30 days of the QMCSO being issued.

### **Qualified Medical Child Support Order Defined**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

- the order recognizes or creates a child's right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies your name and last known address, and the child's name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child's mailing address:
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and



 if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such Notice meets the requirements above.

The QMCSO may not require the health plan to provide coverage for any type or form of benefit or option not otherwise provided under the plan, except that an order may require a plan to comply with State laws regarding health care coverage.

### **Payment of Benefits**

Any payment of benefits in reimbursement for Covered Expenses paid by the child, or the child's custodial parent or legal guardian, shall be made to the child, the child's custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the child.

HC-FED4 10-10

# Special Enrollment Rights Under the Health Insurance Portability & Accountability Act (HIPAA)

If you or your eligible Dependent(s) experience a special enrollment event as described below, you or your eligible Dependent(s) may be entitled to enroll in the Plan outside of a designated enrollment period upon the occurrence of one of the special enrollment events listed below. If you are already enrolled in the Plan, you may request enrollment for you and your eligible Dependent(s) under a different option offered by the Employer for which you are currently eligible. If you are not already enrolled in the Plan, you must request special enrollment for yourself in addition to your eligible Dependent(s). You and all of your eligible Dependent(s) must be covered under the same option. The special enrollment events include:

- Acquiring a new Dependent. If you acquire a new Dependent(s) through marriage, birth, adoption or placement for adoption, you may request special enrollment for any of the following combinations of individuals if not already enrolled in the Plan: Team Member only; spouse only; Team Member and spouse; Dependent child(ren) only; Team Member and Dependent child(ren); Team Member, spouse and Dependent child(ren). Enrollment of Dependent children is limited to the newborn or adopted children or children who became Dependent children of the Team Member due to marriage.
- Loss of eligibility for State Medicaid or Children's Health Insurance Program (CHIP). If you and/or your Dependent(s) were covered under a state Medicaid or CHIP

- plan and the coverage is terminated due to a loss of eligibility, you may request special enrollment for yourself and any affected Dependent(s) who are not already enrolled in the Plan. You must request enrollment within 60 days after termination of Medicaid or CHIP coverage.
- Loss of eligibility for other coverage (excluding continuation coverage). If coverage was declined under this Plan due to coverage under another plan, and eligibility for the other coverage is lost, you and all of your eligible Dependent(s) may request special enrollment in this Plan. If required by the Plan, when enrollment in this Plan was previously declined, it must have been declined in writing with a statement that the reason for declining enrollment was due to other health coverage. This provision applies to loss of eligibility as a result of any of the following:
  - divorce or legal separation;
  - cessation of Dependent status (such as reaching the limiting age);
  - death of the Team Member;
  - termination of employment;
  - reduction in work hours to below the minimum required for eligibility;
  - you or your Dependent(s) no longer reside, live or work in the other plan's network service area and no other coverage is available under the other plan;
  - you or your Dependent(s) incur a claim which meets or exceeds the lifetime maximum limit that is applicable to all benefits offered under the other plan; or
  - the other plan no longer offers any benefits to a class of similarly situated individuals.
- Termination of employer contributions (excluding continuation coverage). If a current or former employer ceases all contributions toward the Employee's or Dependent's other coverage, special enrollment may be requested in this Plan for you and all of your eligible Dependent(s).
- Exhaustion of COBRA or other continuation coverage. Special enrollment may be requested in this Plan for you and all of your eligible Dependent(s) upon exhaustion of COBRA or other continuation coverage. If you or your Dependent(s) elect COBRA or other continuation coverage following loss of coverage under another plan, the COBRA or other continuation coverage must be exhausted before any special enrollment rights exist under this Plan. An individual is considered to have exhausted COBRA or other continuation coverage only if such coverage ceases: due to failure of the employer or other responsible entity to remit premiums on a timely basis; when the person no longer resides or works in the other plan's service area and there is no other COBRA or continuation coverage available under



the plan; or when the individual incurs a claim that would meet or exceed a lifetime maximum limit on all benefits and there is no other COBRA or other continuation coverage available to the individual. This does not include termination of an employer's limited period of contributions toward COBRA or other continuation coverage as provided under any severance or other agreement.

• Eligibility for employment assistance under State Medicaid or Children's Health Insurance Program (CHIP). If you and/or your Dependent(s) become eligible for assistance with group health plan premium payments under a state Medicaid or CHIP plan, you may request special enrollment for yourself and any affected Dependent(s) who are not already enrolled in the Plan. You must request enrollment within 60 days after the date you are determined to be eligible for assistance.

Except as stated above, special enrollment must be requested within 30 days after the occurrence of the special enrollment event. If the special enrollment event is the birth or adoption of a Dependent child, coverage will be effective immediately on the date of birth, adoption or placement for adoption. Coverage with regard to any other special enrollment event will be effective on the first day of the calendar month following receipt of the request for special enrollment.

Civil Union partners and their children will allowed the same Special Enrollment Rights as a legal spouse and children of the employee.

HC-FED71

# **Effect of Section 125 Tax Regulations on This Plan**

Your Employer has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, you may agree to a pretax salary reduction put toward the cost of your benefits. Otherwise, you will receive your taxable earnings as cash (salary).

### A. Coverage Elections

Per Section 125 regulations, you are generally allowed to enroll for or change coverage only before each annual benefit period. However, exceptions are allowed if your Employer agrees and you enroll for or change coverage within 30 days of the following:

- the date you meet the Special Enrollment criteria described above; or
- the date you meet the criteria shown in the following Sections B through H.

### B. Change of Status

A change in status is defined as:

- change in legal marital status due to marriage, death of a spouse, divorce, annulment or legal separation;
- change in number of Dependents due to birth, adoption, placement for adoption, or death of a Dependent;
- change in employment status of Team Member, spouse or Dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
- changes in employment status of Team Member, spouse or Dependent resulting in eligibility or ineligibility for coverage;
- change in residence of Team Member, spouse or Dependent to a location outside of the Team Member's network service area; and
- changes which cause a Dependent to become eligible or ineligible for coverage.

#### C. Court Order

A change in coverage due to and consistent with a court order of the Team Member or other person to cover a Dependent.

### D. Medicare or Medicaid Eligibility/Entitlement

The Team Member, spouse or Dependent cancels or reduces coverage due to entitlement to Medicare or Medicaid, or enrolls or increases coverage due to loss of Medicare or Medicaid eligibility.

### E. Change in Cost of Coverage

If the cost of benefits increases or decreases during a benefit period, your Employer may, in accordance with plan terms, automatically change your elective contribution.

When the change in cost is significant, you may either increase your contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option you have elected, you may elect another available benefit option. When a new benefit option is added, you may change your election to the new benefit option.

# F. Changes in Coverage of Spouse or Dependent Under Another Employer's Plan

You may make a coverage election change if the plan of your spouse or Dependent: incurs a change such as adding or deleting a benefit option; allows election changes due to Special Enrollment, Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or this Plan and the other plan have different periods of coverage or open enrollment periods.

12-14



#### G. Reduction in work hours

If a Team Member's work hours are reduced below 20 hours/week (even if it does not result in the Team Member losing eligibility for the Employer's coverage); and the Team Member

(and family) intend to enroll in another plan that provides Minimum Essential Coverage (MEC). The new coverage must be effective no later than the 1<sup>st</sup> day of the 2<sup>nd</sup> month following the month that includes the date the original coverage is revoked.

### H. Enrollment in Qualified Health Plan (QHP)

The Team Member must be eligible for a Special Enrollment Period to enroll in a QHP through a Marketplace or the Team Member wants to enroll in a QHP through a Marketplace during the Marketplace's annual open enrollment period; and the disenrollment from the group plan corresponds to the intended enrollment of the Team Member (and family) in a QHP through a Marketplace for new coverage effective beginning no later than the day immediately following the last day of the original coverage.

HC-FED70 12-14

### **Eligibility for Coverage for Adopted Children**

Any child who is adopted by you, including a child who is placed with you for adoption, will be eligible for Dependent Coverage, if otherwise eligible as a Dependent, upon the date of placement with you. A child will be considered placed for adoption when you become legally obligated to support that child, totally or partially, prior to that child's adoption.

If a child placed for adoption is not adopted, all health coverage ceases when the placement ends, and will not be continued.

The provisions in the "Exception for Newborns" section of this document that describe requirements for enrollment and effective date of coverge will also apply to an adopted child or a child placed with you for adoption.

HC-FED67 09-14

### **Coverage for Maternity Hospital Stay**

Group health plans and health insurance issuers offering group health insurance coverage generally may not, under a federal law known as the "Newborns' and Mothers' Health Protection Act": restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section; or require that a provider

obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of the above periods. The law generally does not prohibit an attending provider of the mother or newborn, in consultation with the mother, from discharging the mother or newborn earlier than 48 or 96 hours, as applicable.

Please review this Plan for further details on the specific coverage available to you and your Dependents.

HC-FED11 10-10

# Women's Health and Cancer Rights Act (WHCRA)

Do you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Call Member Services at the toll free number listed on your ID card for more information.

HC-FED12 10-10

### **Group Plan Coverage Instead of Medicaid**

If your income and liquid resources do not exceed certain limits established by law, the state may decide to pay premiums for this coverage instead of for Medicaid, if it is cost effective. This includes premiums for continuation coverage required by federal law.

HC-FED13 10-10

# Requirements of Medical Leave Act of 1993 (as amended) (FMLA)

Any provisions of the plan that provide for: continuation of coverage during a leave of absence; and reinstatement of insurance following a return to Active Service; are modified by the following provisions of the federal Family and Medical Leave Act of 1993, as amended, where applicable:

### **Continuation of Health Coverage During Leave**

Your health coverage will be continued during a leave of absence if:

• that leave qualifies as a leave of absence under the Family and Medical Leave Act of 1993, as amended; and



• you are an eligible Team Member under the terms of that Act.

The cost of your health coverage during such leave must be paid, whether entirely by your Employer or in part by you and your Employer.

### **Reinstatement of Canceled Coverage Following Leave**

Upon your return to Active Service following a leave of absence that qualifies under the Family and Medical Leave Act of 1993, as amended, any canceled coverage (health, life or disability) will be reinstated as of the date of your return.

You will not be required to satisfy any eligibility or benefit waiting period to the extent that they had been satisfied prior to the start of such leave of absence.

Your Employer will give you detailed information about the Family and Medical Leave Act of 1993, as amended.

HC-FED17 10-10

### **Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA)**

The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) sets requirements for continuation of health coverage and re-employment in regard to an Employee's military leave of absence. These requirements apply to medical and dental coverage for you and your Dependents. They do not apply to any Life, Short-term or Long-term Disability or Accidental Death & Dismemberment coverage you may have.

### **Continuation of Coverage**

For leaves of less than 31 days, coverage will continue as described in the Termination section regarding Leave of Absence.

For leaves of 31 days or more, you may continue coverage for yourself and your Dependents as follows:

You may continue benefits by paying the required premium to your Employer, until the earliest of the following:

- 24 months from the last day of employment with the Employer;
- the day after you fail to return to work; and
- the date the plan cancels.

Your Employer may charge you and your Dependents up to 102% of the total premium.

Following continuation of health coverage per USERRA requirements, you may convert to a plan of individual coverage according to any "Conversion Privilege" shown in your certificate.

### Reinstatement of Benefits (applicable to all coverages)

If your coverage ends during the leave of absence because you do not elect USERRA or an available conversion plan at the expiration of USERRA and you are reemployed by your current Employer, coverage for you and your Dependents may be reinstated if you gave your Employer advance written or verbal notice of your military service leave, and the duration of all military leaves while you are employed with your current Employer does not exceed 5 years.

You and your Dependents will be subject to only the balance of a waiting period that was not yet satisfied before the leave began. However, if an Injury or Sickness occurs or is aggravated during the military leave, full Plan limitations will apply.

If your coverage under this plan terminates as a result of your eligibility for military medical and dental coverage and your order to active duty is canceled before your active duty service commences, these reinstatement rights will continue to apply.

HC-FED18 10-10

### **Claim Determination Procedures under ERISA**

The following complies with federal law.

### **Procedures Regarding Medical Necessity Determinations**

In general, health services and benefits must be Medically Necessary to be covered under the plan. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested, and the type of health plan. Medical Necessity determinations are made on a preservice, concurrent, or postservice basis, as described below:

Certain services require prior authorization in order to be covered. The booklet describes who is responsible for obtaining this review. You or your authorized representative (typically, your health care professional) must request prior authorization according to the procedures described below, in the booklet, and in your provider's network participation documents as applicable.

When services or benefits are determined to be not covered, you or your representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in the booklet, in your provider's network participation documents, and in the determination notices.

### **Preservice Determinations**

When you or your representative requests a required prior authorization, QualCare will notify you or your representative of the determination within 15 days after receiving the request.



However, if more time is needed due to matters beyond QualCare's control, QualCare will notify you or your representative within 15 days after receiving your request. This notice will include the date a determination can be expected, which will be no more than 30 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and you or your representative must provide the specified information to QualCare within 45 days after receiving the notice. The determination period will be suspended on the date QualCare sends such a notice of missing information, and the determination period will resume on the date you or your representative responds to the notice.

If the determination periods above would seriously jeopardize your life or health, your ability to regain maximum function, or in the opinion of a Physician with knowledge of your health condition, cause you severe pain which cannot be managed without the requested services, QualCare will make the preservice determination on an expedited basis. QualCare's Physician will defer to the determination of the treating Physician, regarding whether an expedited determination is necessary. QualCare will notify you or your representative of an expedited determination within 72 hours after receiving the request.

However, if necessary information is missing from the request, QualCare will notify you or your representative within 24 hours after receiving the request to specify what information is needed. You or your representative must provide the specified information to QualCare within 48 hours after receiving the notice. QualCare will notify you or your representative of the expedited benefit determination within 48 hours after you or your representative responds to the notice. Expedited determinations may be provided orally, followed within 3 days by written or electronic notification.

If you or your representative fails to follow QualCare's procedures for requesting a required preservice determination, QualCare will notify you or your representative of the failure and describe the proper procedures for filing within 5 days (or 24 hours, if an expedited determination is required, as described above) after receiving the request. This notice may be provided orally, unless you or your representative requests written notification.

### **Concurrent Determinations**

When an ongoing course of treatment has been approved for you and you wish to extend the approval, you or your representative must request a required concurrent coverage determination at least 24 hours prior to the expiration of the approved period of time or number of treatments. When you or your representative requests such a determination, QualCare will notify you or your representative of the determination within 24 hours after receiving the request.

### **Postservice Determinations**

When you or your representative requests a coverage determination after services have been rendered, QualCare will notify you or your representative of the determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond QualCare's control QualCare will notify you or your representative within 30 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the request.

If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and you or your representative must provide the specified information to QualCare within 45 days after receiving the notice. The determination period will be suspended on the date QualCaer sends such a notice of missing information, and the determination period will resume on the date you or your representative responds to the notice.

### **Notice of Adverse Determination**

Every notice of an adverse benefit determination will be provided in writing or electronically, and will include all of the following that pertain to the determination: information sufficient to identify the claim; the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; a description of the plan's review procedures and the time limits applicable, including a statement of a claimant's rights to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal, (if applicable); upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your claim; and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; information about any office of health insurance consumer assistance or ombudsman available to assist you with the appeal process; and in the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

HC-FED47 03-13



# Medical - When You Have a Complaint or an Appeal

For the purposes of this section, any reference to "you" or "your" also refers to a representative or provider designated by you to act on your behalf; unless otherwise noted.

"Physician Reviewers" are licensed Physicians depending on the care, service or treatment under review.

We want you to be completely satisfied with the care you receive. That is why we have established a process for addressing your concerns and solving your problems.

### **Start With Customer Service**

We are here to listen and help. If you have a concern regarding a person, a service, the quality of care, contractual benefits, or a rescission of coverage, you may call the toll-free number on your ID card, explanation of benefits, or claim form and explain your concern to one of our Customer Service representatives. You may also express that concern in writing.

We will do our best to resolve the matter on your initial contact. If we need more time to review or investigate your concern, we will get back to you as soon as possible, but in any case within 30 days. If you are not satisfied with the results of a coverage decision, you may start the appeals procedure.

### **Appeals Procedure**

QualCare has a two-step appeals procedure for coverage decisions. To initiate an appeal, you must submit a request for an appeal in writing to QualCare within 180 days of receipt of a denial notice. You should state the reason why you feel your appeal should be approved and include any information supporting your appeal. If you are unable or choose not to write, you may ask QualCare to register your appeal by telephone. Call or write us at the toll-free number on your ID card, explanation of benefits, or claim form.

### Level-One Appeal

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional.

For level-one appeals, we will respond in writing with a decision within 15 calendar days after we receive an appeal for a required preservice or concurrent care coverage determination, and within 30 calendar days after we receive an appeal for a postservice coverage determination. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

You may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your Physician would cause you severe pain which cannot be managed without the requested services; or (b) your appeal involved nonauthorization of an admission or continuing inpatient Hospital stay.

If you request that your appeal be expedited based on (a) above, you may also ask for an expedited external Independent Review at the same time, if the time to complete an expedited level-one appeal would be detrimental to your medical condition.

QualCare's Physician Reviewer, in consultation with the treating Physician, will decide if an expedited appeal is necessary. When an appeal is expedited, QualCare will respond orally with a decision within 72 hours, followed up in writing.

### Level-Two Appeal

If you are dissatisfied with our level-one appeal decision, you may request a second review. To initiate a level-two appeal, follow the same process required for a level-one appeal.

Requests for a level-two appeal regarding the Medical Necessity or clinical appropriateness of your issue will be conducted by a Committee, which consists of one or more people not previously invovled in the prior decision. The Committee will consult with at least one Physician in the same or similar specialty as the care under consideration, as determined by QualCare's Physician Reviewer. You may present your situation to the Committee by conference call.

For required preservice and concurrent care coverage determinations the Committee review will be completed within 15 calendar days and for post service claims, the Committee reveiw will be completed within 30 calendar days. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed by the Committee to complete the review.



In the event any new or additional information (evidence) is considered, relied upon or generated by QualCare in connection with the level-two appeal, QualCare will provide this information to you as soon as possible and sufficiently in advance of the Committee's decision, so that you will have an opportunity to respond. Also, if any new or additional rationale is considered by QualCare, QualCare will provide the rationale to you as soon as possible and sufficiently in advance of the Committee's decision so that you will have an opportunity to respond.

You will be notified in writing of the Committee's decision within 5 business days after the Committee meeting, and within the Committee review time frames above if the Committee does not approve the requested coverage.

You may request that the appeal process be expedited if the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your Physician, would cause you severe pain which cannot be managed without the requested services; or your appeal involves nonauthorization of an admission or continuaing inpatient Hospital stay. QualCare's Physician Reviewer, in consultation with the treating Physician, will decide if an expedited appeal is necessary. When an appeal is expedited, QualCare will respond orally with a decision within 72 hours, followed up in writing.

### **Independent Review Procedure**

If you are not fully satisfied with the decision of QualCare's level-two appeal review and the appeal involves a medical judgement or a rescission of coverage, you may request that your appeal be referred to an Independent Review Organization. The Independent Review Organization is composed of persons who are not employed by QualCare, or any of its affiliates. A decision to request an appeal to an Independent Review Organization will not affect the claimant's rights to any other benefits under the plan.

There is no charge for you to initiate this Independent Review Process, but there may be an application fee based on your state guidelines. QualCare will abide by the decision of the Independent Review Organization.

To request a review, you must notify the Appeals Coordinator within 180 days of your receipt of QualCare's level-two appeal review denial. QualCare will then forward the file to the Independent Review Organization. The Independent Review Organization will render an opinion within 45 days.

When requested, and if a delay would be detrimental to your medical condition, as determined by QualCare's Physician Reviewer, or if your appeal concerns an admission, availability of care, continued stay, or health care item or service for which you received emergency services, but you have not yet been discharged from a facility, the review shall be completed within 72 hours.

### **Notice of Benefit Determination on Appeal**

Every notice of a determination on appeal will be provided in writing or electronically and, if an adverse determination, will include: information sufficient to identify the claim; the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined; a statement describing anyvoluntary appeal procedures offered by the plan and the claimant's right to bring an action under ERISA section 502(a); upon request and free of charge, a copy of any internal rule. guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your appeal, and an explanation fo the scientific or clinical judgment for a determination that is based on Medical Necessity, experimental treatment or other similar exlusion or limit; and information about any office of health insurance consumer assistance or ombudsman availabel to assist you in the appeal process. A final notice of an adverse determination will include a discussion of the decision.

You also have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the decision on review. You or your plan may have other voluntary alternative dispute resolution options such as Mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your State insurance regulatory agency. You may also contact the Plan Administrator.

### **Relevant Information**

Relevant Information is any document, record or other information wheih: was relied upon in making the benefit determination; was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with teh administrative processes and safeguards required by federal law in making the benefit determination; or constitutes a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regad to whether such advice or statement was relied upon in making the benefit determination.



### Administrative (Non-Benefit) Appeals

The plan also has a procedure for resolving disputes between you and the Plan regarding adminsitrative (i.e., non-benefit-related) matters. An example of such matters is eligibility determinations.

There are two (2) levels of appeal under this Plan for such administrative matters. Both levels are mandatory and must be exhausted prior to bringing civil action under section 502(a) of ERISA.

### Stage 1 Administrative Appeal

Direct your initial inquiry to the Plan Adminsitrator. If you are dissatisifed with the response to your inquiry, you may appeal in writing to the Plan Administrator's Appeals Department for an initial Administrative Appeal review. Presentation of a complaint should be in writing and may include written information from you or any other party in interest. This should be done as soon as possible but in no event later than 180 days from the date of the inquiry.

A Plan representative will review your appeal/grievance and respond in writing within 30 days. If you wish to appeal that decision, you will be given specific instructions and forms to complete a Stage 2 appeal. You may do so by submitting your Stage 2 Appeal in writing to the Plan Administrator's Appeals Department within 30 days of the Plan's initial written denial.

### **Stage 2 Administrative Appeal**

The Plan's Benefits Review Committee for Stage 2 Appeals will review the initial decision and will respond to you in writing within 30 days of receipt of your inquiry. If you wish to appeal that decision, you will be given specific instructions and forms to complete a Stage 2 Appeal. You may do so by submitting your Stage 2 Appeal in writing to the Plan Adminsitrator's Appeals Department within 30 days from receiving the Plan's Stage 1 written denial. The decision of the Plan's Benefits Review Committee for Stage 2 Appeals will be binding. No external review process is available in the case of administrative (i.e., non-benefit-related) claims.

### **Legal Action**

If your plan is governed by ERISA, you have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the outcome of the Appeals Procedure. In most instances, you may not initiate a legal action against QualCare until you have completed the Level-One and Level-Two appeal processes. If your appeal is expedited, there is no need to complete the Level-Two process prior to bringing legal action. However, no action will be brought at all unless brought within 3 years after a claim is submitted for In-Network Services or within three years after proof of claim is required under the Plan for Out-of-Network services.



### **COBRA Continuation Rights Under Federal Law**

### For You and Your Dependents

### What is COBRA Continuation Coverage?

Under federal law, you and/or your Dependents must be given the opportunity to continue health coverage when there is a "qualifying event" that would result in loss of coverage under the Plan. You and/or your Dependents will be permitted to continue the same coverage under which you or your Dependents were covered on the day before the qualifying event occurred, unless you move out of that plan's coverage area or the plan is no longer available. You and/or your Dependents cannot change coverage options until the next open enrollment period.

#### When is COBRA Continuation Available?

For you and your Dependents, COBRA continuation is available for up to 18 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- your termination of employment for any reason, other than gross misconduct; or
- your reduction in work hours.

For your Dependents, COBRA continuation coverage is available for up to 36 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- · your death;
- your divorce or legal separation; or
- for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

### Who is Entitled to COBRA Continuation?

Only a "qualified beneficiary" (as defined by federal law) may elect to continue health coverge. A qualified beneficiary may include the following individuals who were covered by the Plan on the day the qualifying event occurred: you, your spouse, and your Dependent children. Each qualified beneficiary has their own right to elect or decline COBRA continuation coverage even if you decline or are not eligible for COBRA continuation.

The following individuals are not qualified beneficiaries for purposes of COBRA continuation: domestic partners, grandchildren (unless adopted by you), stepchildren (unless adopted by you). Although these individuals do not have an independent right to elect COBRA continuation coverage, if you elect COBRA continuation coverage for yourself, you may also cover your Dependents even if they are not considered qualified beneficiaries under COBRA. However, such individuals' coverage will terminate when your COBRA continuation coverage terminates. The sections titled

"Secondary Qualifying Events" and "Medicare Extension For Your Dependents" are not applicable to these individuals.

### **Secondary Qualifying Events**

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) have elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s) may elect to extend their COBRA continuation coverage for an additional 18 months (7 months if the secondary event occurs within the disability extension period) for a maximum of 36 months from the initial qualifying event. The second qualifying event must occur before the end of the initial 18 months of COBRA continuation coverage or within the disability extension period discussed below. Under no circumstances will COBRA continuation coverage be available for more than 36 months from the initial qualifying event. Secondary qualifying events are: your death; your divorce or legal separation; or, for a Dependent child, failure to continue to qualify as a Dependent under the Plan.



### **Disability Extension**

If, after electing COBRA continuation coverage due to your termination of employment or reduction in work hours, you or one of your Dependents is determined by the Social Security Administration (SSA) to be totally disabled under Title II or XVI of the SSA, you and all of your Dependents who have elected COBRA continuation coverage may extend such continuation for an additional 11 months, for a maximum of 29 months from the initial qualifying event.

To qualify for the disability extension, all of the following requirements must be satisfied:

- SSA must determine that the disability occurred prior to or within 60 days after the disabled individual elected COBRA continuation coverage; and
- A copy of the written SSA determination must be provided to the Plan Administrator within 60 calendar days after the date the SSA determination is made AND before the end of the initial 18-month continuation period.

If the SSA later determines that the individual is no longer disabled, you must notify the Plan Administrator within 30 days after the date the final determination is made by SSA. The 11-month disability extension will terminate for all covered persons on the first day of the month that is more than 30 days after the date the SSA makes a final determination that the disabled individual is no longer disabled.

All causes for "Termination of COBRA Continuation" listed below will also apply to the period of disability extension.

### **Medicare Extension for Your Dependents**

When the qualifying event is your termination of employment or reduction in work hours and you became enrolled in Medicare (Part A, Part B or both) within the 18 months before the qualifying event, COBRA continuation coverage for your Dependents will last for up to 36 months after the date you became enrolled in Medicare. Your COBRA continuation coverage will last for up to 18 months from the date of your termination of employment or reduction in work hours.

### Termination of COBRA Continuation

COBRA continuation coverage will be terminated upon the occurrence of any of the following:

- the end of the COBRA continuation period of 18, 29 or 36 months, as applicable;
- failure to pay the required premium within 30 calendar days after the due date;
- cancellation of the Employer's plan with QualCare;
- after electing COBRA continuation coverage, a qualified beneficiary enrolls in Medicare (Part A, Part B, or both);
- after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage under a preexisting condition provision. In such case coverage will continue until the earliest of: the end of the applicable maximum period; the date the pre-existing condition provision is no longer applicable; or the occurrence of an event described in one of the first three bullets above;
- any reason the Plan would terminate coverage of a participant or beneficiary who is not receiving continuation coverage (e.g., fraud).

# Moving Out of Employer's Service Area or Elimination of a Service Area

If you and/or your Dependents move out of the Employer's service area or the Employer eliminates a service area in your location, your COBRA continuation coverage under the plan will be limited to out-of-network coverage only. In-network coverage is not available outside of the Employer's service area. If the Employer offers another benefit option through QualCare or another carrier which can provide coverage in your location, you may elect COBRA continuation coverage under that option.

### **Employer's Notification Requirements**

Your Employer is required to provide you and/or your Dependents with the following notices:

 An initial notification of COBRA continuation rights must be provided within 90 days after your (or your spouse's) coverage under the Plan begins (or the Plan first becomes subject to COBRA continuation requirements, if later). If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA continuation coverage election notice as explained below.



- A COBRA continuation coverage election notice must be provided to you and/or your Dependents within the following timeframes:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the loss of coverage, 44 days after loss of coverage under the Plan:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the occurrence of a qualifying event, 44 days after the qualifying event occurs; or
  - in the case of a multi-employer plan, no later than 14 days after the end of the period in which Employers must provide notice of a qualifying event to the Plan Administrator.

### **How to Elect COBRA Continuation Coverage**

The COBRA coverage election notice will list the individuals who are eligible for COBRA continuation coverage and inform you of the applicable premium. The notice will also include instructions for electing COBRA continuation coverage. You must notify the Plan Administrator of your election no later than the due date stated on the COBRA election notice. If a written election notice is required, it must be post-marked no later than the due date stated on the COBRA election notice. If you do not make proper notification by the due date shown on the notice, you and your Dependents will lose the right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you furnish a completed election form before the due date.

Each qualified beneficiary has an independent right to elect COBRA continuation coverage. Continuation coverage may be elected for only one, several, or for all Dependents who are qualified beneficiaries. Parents may elect to continue coverage on behalf of their Dependent children. You or your spouse may elect continuation coverage on behalf of all the qualified beneficiaries. You are not required to elect COBRA continuation coverage in order for your Dependents to elect COBRA continuation.

### **How Much Does COBRA Continuation Coverage Cost?**

Each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount may not exceed 102% of the cost to the group health plan (including both Employer and Team Member contributions) for coverage of a similarly situated active Team Member or family member. The premium during the 11-month disability extension may not exceed 150% of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated active Team Member or family member.

For example: If the Team Member alone elects COBRA continuation coverage, the Team Member will be charged 102% (or 150%) of the active Team Member premium. If the spouse or one Dependent child alone elects COBRA continuation coverage, they will be charged 102% (or 150%) of the active Team Member premium. If more than one qualified beneficiary elects COBRA continuation coverage, they will be charged 102% (or 150%) of the applicable family premium.

### When and How to Pay COBRA Premiums

First payment for COBRA continuation

If you elect COBRA continuation coverage, you do not have to send any payment with the election form. However, you must make your first payment no later than 45 calendar days after the date of your election. (This is the date the Election Notice is postmarked, if mailed.) If you do not make your first payment within that 45 days, you will lose all COBRA continuation rights under the Plan.

Subsequent payments

After you make your first payment for COBRA continuation coverage, you will be required to make subsequent payments of the required premium for each additional month of coverage. Payment is due on the first day of each month. If you make a payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break.

### Grace periods for subsequent payments

Although subsequent payments are due by the first day of the month, you will be given a grace period of 30 days after the first day of the coverage period to make each monthly payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if your payment is received after the due date, your coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If payment is received before the end of the grace period, your coverage will be reinstated back to the beginning of the coverage period. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated. If you fail to make a payment before the end of the grace period for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan.



### You Must Give Notice of Certain Qualifying Events

If you or your Dependent(s) experience one of the following qualifying events, you must notify the Plan Administrator within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would cease as a result of the qualifying event:

- Your divorce or legal separation; or
- Your child ceases to qualify as a Dependent under the Plan.
- The occurrence of a secondary qualifying event as discussed under "Secondary Qualifying Events" above (this notice must be received prior to the end of the initial 18- or 29month COBRA period).

(Also refer to the section titled "Disability Extension" for additional notice requirements.)

Notice must be made in writing and must include: the name of the Plan, name and address of the Team Member covered under the Plan, name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation (e.g., divorce decree, birth certificate, disability determination, etc.).

### **Newly Acquired Dependents**

If you acquire a new Dependent through marriage, birth, adoption or placement for adoption while your coverage is being continued, you may cover such Dependent under your COBRA continuation coverage. However, only your newborn or adopted Dependent child is a qualified beneficiary and may continue COBRA continuation coverage for the remainder of the coverage period following your early termination of COBRA coverage or due to a secondary qualifying event. COBRA coverage for your Dependent spouse and any Dependent children who are not your children (e.g., stepchildren or grandchildren) will cease on the date your COBRA coverage ceases and they are not eligible for a secondary qualifying event.

# COBRA Continuation for Retirees Following Employer's Bankruptcy

If you are covered as a retiree, and a proceeding in bankruptcy is filed with respect to the Employer under Title 11 of the United States Code, you may be entitled to COBRA continuation coverage. If the bankruptcy results in a loss of coverage for you, your Dependents or your surviving spouse within one year before or after such proceeding, you and your covered Dependents will become COBRA qualified beneficiaries with respect to the bankruptcy. You will be entitled to COBRA continuation coverage until your death. Your surviving spouse and covered Dependent children will be entitled to COBRA continuation coverage for up to 36 months following your death. However, COBRA continuation coverage will cease upon the occurrence of any of the events listed under "Termination of COBRA Continuation" above.

### **Interaction With Other Continuation Benefits**

You may be eligible for other continuation benefits under state law. Refer to the Termination section for any other continuation benefits.

HC-FED66 07-14

### **ERISA Required Information**

The name of the Plan is:

Meridian Health Welfare Benefit Plan

The name, address, ZIP code and business telephone number of the sponsor of the Plan is:

Meridian Health 1350 Campus Parkway Neptune, NJ 07753 (732) 751-7560

Employer Identification Number (EIN): 22-3471515

Plan Number: 501

The name, address, ZIP code and business telephone number of the Plan Administrator is:

Employer named above

The name, address and ZIP code of the person designated as agent for service of legal process is:

Employer named above

The office designated to consider the appeal of denied claims is:

QualCare, Inc P.O. Box 249 Piscataway, NJ 08855-0249

The cost of the Plan is shared by Team Member and Employer. Team member contributions are taken on a pre-tax basis in most cases.

The Plan's fiscal year ends on 12/31.

The preceding pages set forth the eligibility requirements and benefits provided for you under this Plan.

### **Plan Trustees**

A list of any Trustees of the Plan, which includes name, title and address, is available upon request to the Plan Administrator.

### Plan Type

The plan is a group healthcare benefit plan.

### **Type of Administration**

Self-funded with third party administrator

### **Collective Bargaining Agreements**

You may contact the Plan Administrator to determine whether the Plan is maintained pursuant to one or more collective bargaining agreements and if a particular Employer is a



sponsor. A copy is available for examination from the Plan Administrator upon written request.

### **Discretionary Authority**

The Plan Administrator delegates to QualCare the discretionary authority to interpret and apply plan terms and to make factual determinations in connection with its review of claims under the plan. Such discretionary authority is intended to include, but not limited to, the determination of the eligibility of persons desiring to enroll in or claim benefits under the plan, the determination of whether a person is entitled to benefits under the plan, and the computation of any and all benefit payments. The Plan Administrator also delegates to QualCare the discretionary authority to perform a full and fair review, as required by ERISA, of each claim denial which has been appealed by the claimant or his duly authorized representative.

### Plan Modification, Amendment and Termination

The Employer as Plan Sponsor reserves the right to, at any time, change or terminate benefits under the Plan, to change or terminate the eligibility of classes of employees to be covered by the Plan, to amend or eliminate any other plan term or condition, and to terminate the whole plan or any part of it. Contact the Employer for the procedure by which benefits may be changed or terminated, by which the eligibility of classes of employees may be changed or terminated, or by which part or all of the Plan may be terminated. No consent of any participant is required to terminate, modify, amend or change the Plan.

Termination of the Plan together with termination of the agreement(s) which funds the Plan benefits will have no adverse effect on any benefits to be paid under the plan(s) for any covered medical expenses incurred prior to the date that plan(s) terminates. Likewise, any extension of benefits under the plan(s) due to you or your Dependent's total disability which began prior to and has continued beyond the date the plan(s) terminates will not be affected by the Plan termination. Rights to purchase limited amounts of life and medical insurance to replace part of the benefits lost because the plan(s) terminated may arise under the terms of the plan(s). A subsequent Plan termination will not affect the extension of benefits and rights under the plan(s).

Your coverage under the Plan's agreement(s) will end on the earliest of the following dates:

- the date you leave Active Service (or later as explained in the Termination Section;)
- the date you are no longer in an eligible class;
- if the Plan is contributory, the date you cease to contribute;
- the date the plan(s) terminates.

See your Plan Administrator to determine if any extension of benefits or rights are available to you or your Dependents under this plan(s). No extension of benefits or rights will be available solely because the Plan terminates.

### Statement of Rights

As a participant in the plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- examine, without charge, at the Plan Administrator's office
  and at other specified locations, such as worksites and union
  halls, all documents governing the plan, including insurance
  contracts and collective bargaining agreements and a copy
  of the latest annual report (Form 5500 Series) filed by the
  plan with the U.S. Department of Labor and available at the
  Public Disclosure room of the Employee Benefits Security
  Administration.
- obtain, upon written request to the Plan Administrator, copies of documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each person under the Plan with a copy of this summary financial report.

### Continue Group Health Plan Coverage

• continue health care coverage for yourself, your spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the documents governing the Plan on the rules governing your federal continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied or ignored you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

### **Enforce Your Rights**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of documents governing the plan or the latest annual report from the plan



and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### Language Assistance

This booklet contains a summary in English of your plan rights and benefits under Meridian Health medical plan. If you have difficulty understanding any part of this booklet, contact the plan administrator at Meridian Health, 1350 Campus Parkway, Neptune, NJ 07753. You can also call the plan administrator's office at (732)-751-7560.

### Wellness Program Disclosure

Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness programs are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at 732-751-7560 and we will work with you and, if you wish, with your doctor to find a wellness program with the same reward that is right for you in light of your health status.

### **Definitions**

### **Active Service**

You will be considered in Active Service:

- on any of your Employer's scheduled work days if you are
  performing the regular duties of your work on a full-time or
  part-time basis on that day either at your Employer's place of
  business or at some location to which you are required to
  travel for your Employer's business.
- on a day which is not one of your Employer's scheduled work days if you were in Active Service on the preceding scheduled work day.

### **Bed and Board**

The term Bed and Board includes all charges made by a Hospital on its own behalf for room and meals and for all general services and activities needed for the care of registered bed patients.

### Charges

The term "charges" means the actual billed charges; except when the provider has contracted directly or indirectly with QualCare for a different amount.

### **Chiropractic Care**

The term Chiropractic Care means the conservative management of neuromusculoskeletal conditions through manipulation and ancillary physiological treatment rendered to specific joints to restore motion, reduce pain and improve function.

### **Custodial Services**

Any services that are of a sheltering, protective, or safeguarding nature. Such services may include a stay in an institutional setting, at-home care, or nursing services to care for someone because of age or mental or physical condition. This service primarily helps the person in daily living. Custodial care also can provide medical services, given mainly to maintain the person's current state of health. These services cannot be intended to greatly improve a medical condition; they are intended to provide care while the patient cannot care for himself or herself. Custodial Services include but are not limited to:

- Services related to watching or protecting a person;
- Services related to performing or assisting a person in performing any activities of daily living, such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be self administered, and
- Services not required to be performed by trained or skilled medical or paramedical personnel.



### **Dependent**

Dependents are:

- your lawful spouse;
- your Civil Union Partner;
- your same-sex Domestic Partner who (1) entered into the Domestic Partnership prior to January 1, 2014 and (ii) has been continuously enrolled in the Welfare Benefit Plan since January 1, 2014.
- any child of yours who is:
  - less than 26 years old.
  - 26 or more years old, unmarried, and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage.

Proof of the child's condition and dependence must be submitted to QualCare within 30 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, QualCare may require proof of the continuation of such condition and dependence.

The term child means a child born to you or a child legally adopted by you or a grandchild who is considered your Dependent for federal income tax purposes. It also includes a stepchild or a child for whom you are the legal guardian. Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Anyone who is eligible as a Team Member will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Team Member or as a Dependent child. You cannot be covered as a Team Member while also covered as a Dependent of an Team Member.

No one may be considered as a Dependent of more than one Team Member

HC-DFS673 07-14

### **Emergency Medical Condition**

Emergency medical condition means a medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

HC-DFS394 11-10

### **Emergency Services**

Emergency services means, with respect to an emergency medical condition, a medical screening examination that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate the emergency medical condition; and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital, to stabilize the patient.

HC-DFS393 11-10

### **Civil Union**

A same-sex civil union that is either estblished pursuant to New Jersey law or recognized by the State of New Jersey as a Civil Union.

### **Civil Union Partner**

A person who has established and is in a Civil Union. Meridian Health may require that the Team Member provide a Civil Union Certificate or Civil Union License.

### **Domestic Partner**

A Domestic Partner is a party to a domestic partnership, which is established when all of the following requirements are met:

- Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or person property, demonstrated by at least one of the following:
  - a joint deed, mortgage agreement or lease;
  - a joint back account;
  - designation of one of the persons as a primary beneficiary in the other person's will;
  - designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - joint ownership of a motor vehicle.
- Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
- Neither person is in a marriage or civil union partnership recognized by New Jersey law, or a member of another domestic partnership.
- Neither person is related to the other by blood or affinity, up to and including the fourth degree of consanguinity.
- Both persons have chosen to share each other's lives in a committed relationship of mutual caring.



- Both persons are at least 18 years of age.
- Both persons file jointly an Affidavidit of Domestic Partnership.
- Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current Affidavit of Domestic Partnership, except that this prohibition will not apply if one of the partners dies.

The section of this certificate entitled "COBRA Continuation Rights Under Federal Law" will not apply to your Domestic Partner and his or her Dependents.

HC-DFS120 04-10 V1

### **Employer**

The term Employer means the plan sponsor self-insuring the benefits described in this booklet or any Participating Employer listed in Appendix A, on whose behalf QualCare is providing claim administration services.

04-10 HC-DFS8 V1

### **Essential Health Benefits**

Essential health benefits means, to the extent covered under the plan, expenses incurred with respect to covered services, 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.

HC-DFS411 01-11

### **Expense Incurred**

An expense is incurred when the service or the supply for which it is incurred is provided.

HC-DFS10

HC-DFS10 04-10 V1

### Free-Standing Surgical Facility

The term Free-standing Surgical Facility means an institution which meets all of the following requirements:

- it has a medical staff of Physicians, Nurses and licensed anesthesiologists;
- it maintains at least two operating rooms and one recovery
- it maintains diagnostic laboratory and x-ray facilities;
- it has equipment for emergency care;
- it has a blood supply;
- it maintains medical records;

- it has agreements with Hospitals for immediate acceptance of patients who need Hospital Confinement on an inpatient basis; and
- it is licensed in accordance with the laws of the appropriate legally authorized agency.

HC-DES11 04-10 V1

### **Hospice Care Program**

The term Hospice Care Program means:

- a coordinated, interdisciplinary program to meet the physical, psychological, spiritual and social needs of dying persons and their families;
- a program that provides palliative and supportive medical, nursing and other health services through home or inpatient care during the illness;
- a program for persons who have a Terminal Illness and for the families of those persons.

HC-DFS51 04-10 V1

### **Hospice Care Services**

The term Hospice Care Services means any services provided by: a Hospital, a Skilled Nursing Facility or a similar institution, a Home Health Care Agency, a Hospice Facility, or any other licensed facility or agency under a Hospice Care Program.

HC-DFS52 04-10 V1

### **Hospice Facility**

The term Hospice Facility means an institution or part of it

- primarily provides care for Terminally Ill patients;
- is accredited by the National Hospice Organization;
- · meets standards established by QualCare; and
- fulfills any licensing requirements of the state or locality in which it operates.

HC-DFS53 04-10 V1

### Hospital

The term Hospital means:

• an institution licensed as a hospital, which: maintains, on the premises, all facilities necessary for medical and surgical treatment; provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and provides 24-hour service by Registered Graduate Nurses;



- an institution which qualifies as a hospital, a psychiatric hospital or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations; or
- an institution which: specializes in treatment of Mental Health and Substance Use Disorder or other related illness; provides residential treatment programs; and is licensed in accordance with the laws of the appropriate legally authorized agency.

The term Hospital will not include an institution which is primarily a place for rest, a place for the aged, or a nursing home.

HC-DFS48 04-10

### Hospital Confinement or Confined in a Hospital

A person will be considered Confined in a Hospital if he is:

- a registered bed patient in a Hospital upon the recommendation of a Physician;
- receiving treatment for Mental Health and Substance Use Disorder Services in a Residential Treatment Center.

HC-DFS49 04-10

### Injury

The term Injury means an accidental bodily injury.

HC-DFS12 04-10

### **Maintenance Treatment**

The term Maintenance Treatment means:

• treatment rendered to keep or maintain the patient's current status.

HC-DFS56 04-10 V1

### Maximum Reimbursable Charge - Medical

The Maximum Reimbursable Charge for covered services is determined based on the lesser of:

• the provider's normal charge for a similar service or supply; or

 a policyholder-selected percentage of a schedule developed by QualCare that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.

The percentage used to determine the Maximum Reimbursable Charge is listed in The Schedule.

In some cases, a Medicare based schedule will not be used and the Maximum Reimbursable Charge for covered services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- the 80th percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by QualCare.

The Maximum Reimbursable Charge is subject to all other benefit limitations and applicable coding and payment methodologies determined by QualCare. Additional information about how QualCare determines the Maximum Reimbursable Charge is available upon request.

HC-DF\$13 04-10

### Medicaid

The term Medicaid means a state program of medical aid for needy persons established under Title XIX of the Social Security Act of 1965 as amended.

HC-DFS16 04-10 V1

### Medically Necessary/Medical Necessity

Medically Necessary Covered Services and Supplies are those determined by the Medical Director to be:

- required to diagnose or treat an illness, injury, disease or its symptoms;
- in accordance with generally accepted standards of medical practice;
- clinically appropriate in terms of type, frequency, extent, site and duration;
- not primarily for the convenience of the patient, Physician or other health care provider; and
- rendered in the least intensive setting that is appropriate for the delivery of the services and supplies. Where applicable, the Medical Director may compare the cost-effectiveness of alternative services, settings or supplies when determining least intensive setting.

HC-DFS19 04-10

V1



#### Medicare

The term Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act of 1965 as amended.

HC-DFS17 04-10 V1

### **Necessary Services and Supplies**

The term Necessary Services and Supplies includes any charges, except charges for Bed and Board, made by a Hospital on its own behalf for medical services and supplies actually used during Hospital Confinement, any charges, by whomever made, for licensed ambulance service to or from the nearest Hospital where the needed medical care and treatment can be provided; and any charges, by whomever made, for the administration of anesthetics during Hospital Confinement.

The term Necessary Services and Supplies will not include any charges for special nursing fees, dental fees or medical fees.

HC-DFS21 04-10 VI

### Nurse

The term Nurse means a Registered Graduate Nurse, a Licensed Practical Nurse or a Licensed Vocational Nurse who has the right to use the abbreviation "R.N.," "L.P.N." or "L.V.N."

HC-DFS22 04-10 V1

### Other Health Care Facility/Other Health Professional

The term Other Health Care Facility means a facility other than a Hospital or hospice facility. Examples of Other Health Care Facilities include, but are not limited to, licensed skilled nursing facilities, rehabilitation Hospitals and subacute facilities. The term Other Health Professional means an individual other than a Physician who is licensed or otherwise authorized under the applicable state law to deliver medical services and supplies. Other Health Professionals include, but are not limited to physical therapists, registered nurses and licensed practical nurses. Other Health Professionals do not include providers such as Certified First Assistants, Certified Operating Room Technicians, Certified Surgical Assistants/Technicians, Licensed Certified Surgical

Assistants/Technicians, Licensed Surgical Assistants, Orthopedic Physician Assistants and Surgical First Assistants.

HC-DFS23 04-10

### Participating Pharmacy

The term Participating Pharmacy means a retail Pharmacy with which QualCare has contracted to provide prescription services to insureds, or a designated home delivery Pharmacy with which QualCare has contracted to provide home delivery prescription services to insureds. A home delivery Pharmacy is a Pharmacy that provides Prescription Drugs through mail order.

HC-DFS60 04-10

### **Participating Provider**

The term Participating Provider means a hospital, a Physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with QualCare to provide covered services with regard to a particular plan under which the participant is covered.

HC-DFS45 04-10 VI

# Patient Protection and Affordable Care Act of 2010 ("PPACA")

Patient Protection and Affordable Care Act of 2010 means the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

HC-DFS412 01-11

### **Pharmacy**

The term Pharmacy means a retail Pharmacy, or a home delivery Pharmacy.

HC-DFS61 04-10

V1



### Pharmacy & Therapeutics (P & T) Committee

A committee of QualCare Participating Providers, Medical Directors and Pharmacy Directors which regularly reviews Prescription Drugs and Related Supplies for safety and efficacy. The P&T Committee evaluates Prescription Drugs and Related Supplies for potential addition to or deletion from the Prescription Drug List and may also set dosage and/or dispensing limits on Prescription Drugs and Related Supplies.

HC-DFS62 04-10 V1

#### Physician

The term Physician means a licensed medical practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer drugs or to perform surgery. It will also include any other licensed medical practitioner whose services are required to be covered by law in the locality where the plan is issued if he is:

- · operating within the scope of his license; and
- performing a service for which benefits are provided under this plan when performed by a Physician.

HC-DFS25 04-10

### **Prescription Drug**

Prescription Drug means; a drug which has been approved by the Food and Drug Administration for safety and efficacy; certain drugs approved under the Drug Efficacy Study Implementation review; or drugs marketed prior to 1938 and not subject to review, and which can, under federal or state law, be dispensed only pursuant to a Prescription Order.

HC-DFS63 04-10

### **Prescription Drug List**

Prescription Drug List means a listing of approved Prescription Drugs and Related Supplies. The Prescription Drugs and Related Supplies included in the Prescription Drug List have been approved in accordance with parameters established by the P&T Committee. The Prescription Drug List is regularly reviewed and updated.

HC-DFS64 04-10 V1

### **Prescription Order**

Prescription Order means the lawful authorization for a Prescription Drug or Related Supply by a Physician who is duly licensed to make such authorization within the course of such Physician's professional practice or each authorized refill thereof.

HC-DFS65 04-10

### **Preventive Treatment**

The term Preventive Treatment means treatment rendered to prevent disease or its recurrence.

HC-DFS57 04-10 V1

### **Primary Care Physician**

The term Primary Care Physician means a Physician who qualifies as a Participating Provider in general practice, internal medicine, family practice or pediatrics; and who has been selected by you, as authorized by QualCare, to provide or arrange for medical care for you or any of your covered Dependents.

HC-DFS40 04-10

### **Psychologist**

The term Psychologist means a person who is licensed or certified as a clinical psychologist. Where no licensure or certification exists, the term Psychologist means a person who is considered qualified as a clinical psychologist by a recognized psychological association. It will also include any other licensed counseling practitioner whose services are required to be covered by law in the locality where the plan is issued if he is operating within the scope of his license and performing a service for which benefits are provided under this plan when performed by a Psychologist.

HC-DFS26 04-10

### **Related Supplies**

Related Supplies means diabetic supplies (insulin needles and syringes, lancets and glucose test strips), needles and syringes



for injectables covered under the pharmacy plan, and spacers for use with oral inhalers. Coverage includes blood glucose monitors, blood glucose monitors and cartridges for the legally blind, insulin pumps and necessary accessories, and diabetic shoes.

HC-DFS68 04-10

### **Review Organization**

The term Review Organization refers to an affiliate of QualCare or another entity to which QualCare has delegated responsibility for performing utilization review services. The Review Organization is an organization with a staff of clinicians which may include Physicians, Registered Graduate Nurses, licensed mental health and substance use disorder professionals, and other trained staff members who perform utilization review services.

HC-DFS30 04-10

### Sickness - For Medical Coverage

The term Sickness means a physical or mental illness. It also includes pregnancy. Expenses incurred for routine Hospital and pediatric care of a newborn child prior to discharge from the Hospital nursery will be considered to be incurred as a result of Sickness.

HC-DFS50 04-10 VI

### **Skilled Nursing Facility**

The term Skilled Nursing Facility means a licensed institution (other than a Hospital, as defined) which specializes in:

- physical rehabilitation on an inpatient basis; or
- skilled nursing and medical care on an inpatient basis;

but only if that institution: maintains on the premises all facilities necessary for medical treatment; provides such treatment, for compensation, under the supervision of Physicians; and provides Nurses' services.

HC-DFS31 04-10

### **Specialist**

The term Specialist means a Physician who provides specialized services, and is not engaged in general practice, family practice, internal medicine, obstetrics/gynecology or pediatrics.

HC-DFS33 04-10

### Stabilize

Stabilize means, with respect to an emergency medical condition, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility.

HC-DFS413 01-11

#### Team Member

The term Team Member means a full-time or part-time employee of the Employer who is currently in Active Service.

The term does not include Independent Contractors or employees who are temporary or who normally work less than 20 hours a week for the Employer.

HC-DFS7 04-10 V3

### **Terminal Illness**

A Terminal Illness will be considered to exist if a person becomes terminally ill with a prognosis of six months or less to live, as diagnosed by a Physician.

HC-DFS54 04-10

### **Urgent Care**

Urgent Care is medical, surgical, Hospital or related health care services and testing which are not Emergency Services, but which are determined by QualCare, in accordance with generally accepted medical standards, to have been necessary to treat a condition requiring prompt medical attention. This does not include care that could have been foreseen before leaving the immediate area where you ordinarily receive and/or were scheduled to receive services. Such care includes, but is not limited to, dialysis, scheduled medical treatments or therapy, or care received after a Physician's recommendation that the insured should not travel due to any medical condition.

HC-DFS34 04-10

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V1



## Appendix A

# **List of Participating Employers**

| <u>EIN</u> | Participating Employer                                             |
|------------|--------------------------------------------------------------------|
| 22-3468694 | Allergy & Pediatrics Associates of New Jersey, P.C.                |
| 22-2715789 | Bayshore Health Center, Inc.                                       |
| 22-3522954 | Ear, Nose, Throat & Facial Plastic Surgery Associates, P.C. Health |
| 22-2581430 | Health Innovations Unlimited                                       |
| 20-3411350 | Health Village Imaging, L.L.C.                                     |
| 22-3566714 | Jersey Shore Associates in Internal Medicine of Marlboro, P.C.     |
| 22-3554900 | Jersey Shore Bethany Pediatrics, P.C.                              |
| 22-1892659 | Jersey Shore Internal Medicine & Family Practice Associates, P.C.  |
| 22-3318056 | Jersey Shore Medical Associates, P.C.                              |
| 22-3607249 | Jersey Shore Monmouth County Associates                            |
| 22-3802205 | Jersey Shore Monmouth Family Medicine Group, P.C.                  |
| 22-3554905 | Jersey Shore Navesink Pediatrics, P.C.                             |
| 22-3668383 | Jersey Shore Tinton Falls Medical Associates, P.C.                 |
| 30-0107825 | Meridian Health Foundation, Inc.                                   |
| 22-3200147 | Meridian Health Realty                                             |
| 22-2519699 | Meridian Health Resources                                          |
| 22-2731440 | Meridian Home Care Services, Inc.                                  |
| 22-3471515 | Meridian Hospitals Corporation                                     |
| 06-1755233 | Meridian Medical Associates, P.C.                                  |
| 52-1772578 | Meridian Nursing & Rehabilitation                                  |
| 06-1755239 | Meridian Obstetrics & Gynecology Associates, P.C.                  |
| 06-1755230 | Meridian Pediatric Associates, P.C.                                |
| 77-0720131 | Meridian Pediatric Surgical Associates, P.C.                       |
| 06-1755228 | Meridian Surgical Associates, P.C.                                 |
| 14-1981651 | Meridian Trauma Associates, P.C.                                   |
| 14-1981647 | Northern Monmouth County Medical Associates, P.C.                  |
| 14-1981653 | Northern Ocean County Medical Associates, P.C.                     |
| 22-3274755 | Shore Rehabilitation Institute, Inc.                               |
| 27-1412183 | SOMC Medical Group, P.C.                                           |
| 52-1772578 | The Willows at Holmdel                                             |
| 54-2074684 | WLB Medical Associates, P.C.                                       |



### Appendix B

#### **Pre-Certification List**

Coverage for the following services require Pre-Certification from the QualCare Utilization Management Department prior to receiving services. Your Primary Care Physician or Specialist must contact the Utilization Management Department for Pre-Certification at 1-800-992-6613.

As a result of new technologies, the services requiring pre-certification include, but may not be limited to, the following list:

### • All inpatient admissions, including:

- · Acute care
- · Sub-acute care
- · Skilled nursing
- Rehabilitation
- Hospice
- Mental health and substance use disorder

### • Outpatient and ambulatory surgery, regardless of the lcoation, for only the procedures listed below:

- Blepharoplasty (eyelid surgery)
- Cardiac catheterization (procedure to look into blood vessels)
- Dialysis
- Endoscopic nasal sinus surgery (procedures to look into facial cavities)
- Keloid revisions (removal of scar tissue)
- Foot surgery using CPT Codes 28008 through 28360 and 28705 through 28760
- Mammoplasty, reduction (breast reduction)
- Mastopexy (surgical revision of a breast or other breast surgery, whether female or male)
- Gynecomastia surgical procedures (removal of excess tissue from the male breast)
- Otoplasty (external ear surgery)
- Rhinoplasty (plastic surgery of the nose)
- Septoplasty (reconstruction of the partition between the nasal cavities)
- Spinal surgical procedures (i.e., Microdiscectomy, Percutaneous Discectomy, Laminectomy)
- Turbinectomy (removal of nasal walls)
- Uvuloplasty (surgery of the soft palate of mouth)
- Varicose vein interventions (a procedure on the veins of the legs)



### • Pain management programs and treatment including:

- Epidurals (anesthesia into the spinal canal for pain relief)
- Cryodenervation (freezing of nerves for pain relief)
- Facet injections (injections into a spinal joint)
- Radiofrequncy denervation (procedure to destroy a nerve for relief of pain)
- Sacroiliac joint injections (injection into lower back for pain relief)
- Intrathecal (spinal canal) pumps
- Spinal cord stimulators

### • Other outpatient services:

- Ankle foot orthotics, foot orthotics, custom fitted (custom braces made for support above the foot)
- Braces, custom fitted (support of a body part)
- Durable medical equipment (purchases greater than \$500)
- Durable medical equipment (all rentals)
- Home health care, hospice and home infusion
- Infertility (treatment for those that are unable to conceive, must have coverage under the plan benefits)
- Investigational/experimental services
- MRA (imaging test of blood vessel and the flowing of blood through them)
- Obstetrical ultrasounds greater than three (3) per pregnancy (test to visualize a fetus in the uterus)
- Outpatient infusion therapy, excluding cancer chemotherapy (medicine or fluids into veins)
- PET scans (3-D image or picture of functional processes in the body)
- Prosthetics (artificial body parts)
- Rehabilitation (cardiac, cognitive, occupational, physical, pulmonary, speech therapy)
- Transplant evaluations
- Transportation, elective (non-emergency only)