

City of Sylvania



EMPLOYEE HEALTHCARE PLAN

Summary Plan Description

For coverage effective January 1, 2012

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**EMPLOYEE HEALTH CARE PLAN
OF
CITY OF SYLVANIA**

ARTICLE I

Adoption Agreement and Elections

Section 1.01 The undersigned Employer hereby makes the elections below and adopts this Employee Health Care Plan for the benefit of employees of the Employer. This Plan is intended to qualify as an employees' health care plan and a group health plan under Sections 105 and 162 of the Internal Revenue Code of 1986 ("Code"), as amended, and the Regulations thereunder.

Section 1.02 Effective Date: The terms and conditions of this Plan shall be effective on and after January 1, 2012.

Section 1.03 Election Regarding Preferred Provider Agreement.

 x The Employer has entered into one or more Preferred Provider Agreements which are attached hereto to obtain discounts for medical supplies and services provided.

 The Employer has NOT entered into a Preferred Provider Agreement.

Participating Preferred Providers (hereinafter referred to as "Preferred Provider Organization" or "PPO") for this plan is:

1. Patient First Network (P1N)

Signature _____

Title _____ Date _____

**Health Insurance
Summary Plan Description**

Name of the Plan:	City of Sylvania Employee Benefit Health Plan
Type of Plan:	Self-Insured Welfare Plan providing health and prescription benefits.
Type of Administration:	Contract Administration with the Third Party Administrator.
Address of the Plan:	104 South Main Street Sylvania, GA 30467
Plan Number:	501
Group Number:	270
Plan Sponsor:	City of Sylvania
Federal Tax ID#:	58-6000673
Plan Effective Date:	January 1, 2000
Plan Renewal Date:	January 1 st
Plan Fiscal Year Ends:	December 31 st
Third Party Administrator:	Core Administrative Services (CAS) PO Box 90 Macon, GA 31202-0090 (478) 741-3521 (888) 741-2673
Named Fiduciary:	City of Sylvania
Agent for Service of Legal Process:	City of Sylvania
Waiting Period:	Thirty (30) days from the date of hire.
Effective Date of Coverage:	First of the month following the waiting period.
Termination Date of Coverage:	Last day of the month termination is effective. If termination is effective on the last day of the month, coverage is terminated that day.
Contributions:	Both Employer and the Employee contribute towards coverage.

Grandfathered Health Plan

City of Sylvania believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that

your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at:

Core Administrative Services

PO Box 90

Macon, GA 31202

478-741-3521

888-741-CORE (2673)

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Introduction

This Employer has retained the services of an independent Third Party Administrator, Core Administrative Services (CAS), experienced in claims processing to handle claims.

The Plan Sponsor assumes the sole responsibility for funding the employee benefits out of general assets. The Plan is intended to comply and be governed by the "Employee Retirement Income Security Act of 1974" as amended (ERISA) and not state law. Therefore, state law governing guarantee funds may not cover benefits payable under the Plan if the Plan Sponsor is unable to pay benefits. The Plan Sponsor has purchased excess risk insurance coverage which is intended to reimburse the Plan Sponsor for certain losses incurred and paid under the Plan by the Plan Sponsor. The excess risk insurance coverage is not a part of the Plan.

This booklet, the Group Provisions Pages, and any amendments constitute the Plan Document for the Employer's benefit plan. This Plan is maintained for the exclusive benefit of the employees and each employee's rights under this Plan are legally enforceable. The Employer has the right to amend the Plan at any time, and will make a "good faith" effort to communicate to you all such changes which affect benefit payment. Amendments or modifications which affect you will be communicated to you within sixty (60) days of the effective date of a modification or amendment. Requests for exceptions to the Plan must be submitted in writing to the Plan Administrator prior to receiving the service and/or supply.

The following pages of this booklet include: the requirements for being covered under This Plan, the provisions concerning termination of coverage, a description of the Plan benefits (including any limitations and exclusions), and the procedures to be followed in presenting claims for benefits and the appeal process for any claim that may have been denied.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

The Plan Administrator has the discretionary authority to decide whether a charge is Reasonable and Customary. Benefits under this Plan shall be paid only if the Plan Administrator decides in its discretion that a Covered Person is entitled to them.

Some of the terms used in the booklet begin with a capital letter. These terms have a special meaning under the Plan and they are listed in the Plan Payment Provision or Definitions section. When reading the provisions of the Plan, it may be helpful to refer to these sections. Becoming familiar with the terms defined there will give you a better understanding of the procedures and benefits described. Benefits are not contractually guaranteed.¹

You are entitled to this coverage if you are eligible in accordance with the provisions in this booklet. This booklet is void if you have ceased to be entitled to coverage. No clerical error will invalidate your coverage if otherwise validly in force, nor continue coverage otherwise validly terminated.

If a clerical error occurs, the Employer reserves the right to make any corresponding contribution adjustment which will be computed on the basis of the contribution level then in effect. If any clerical error occurs in this document, the most current Employer signed Plan Document prevails. If you have any questions concerning your eligibility or benefits please contact:

Core Administrative Services
PO Box 90
Macon, GA 31202

478-741-3521
888-741-CORE (2673)

Comprehensive Medical Expense Benefit

The Comprehensive Major Medical Expense Benefit provides coverage for a wide range of services called Covered Expenses. The services associated with this benefit are covered to the extent that they are:

1. Medically Necessary;
2. Prescribed by or given by a Physician;
3. Reasonable and Customary Charges (when no Network is in place or services are rendered Out-of-Network);
4. Provided for care and treatment of a covered Illness or Injury; and
5. Not a Pre-existing Condition (See *Pre-existing Conditions* under Plan Payment Provisions)

Benefits are payable in accordance with any applicable deductible amounts and benefits percentages listed in the Plan Payment Provisions.

Schedule of Benefits

No risk assessment or compliance required. Standard benefit levels applicable to eligible procedures, charges and prescriptions as set forth in Plan Payment Provisions and Prescription Drug Card Benefits Co-Pay sections.

Accident Expense *

1. Treatment must be obtained within ninety (90) days of accident;
2. The first \$500 is paid at 100%, waiving the deductible;
3. Charges incurred for Accident Expenses in excess of \$500 are payable at applicable coinsurance levels both In-Network and Out-of-Network, waiving the deductible.

Calendar Year Deductible

Individual – \$500

Family – Two (2) individual deductibles, maximum (\$1000)

Calendar Year Maximum Benefit

The maximum annual benefit per Covered Person is \$2,000,000.

Calendar Year Out-of-Pocket Maximum – (includes deductible)

	In-Network	Out-of-Network
Individual	\$2,000	\$3,500
Family	\$4,000	\$7,000

Chemical Dependency / Alcoholism / Mental / Nervous Conditions

This is a covered expense under this Plan.

Inpatient – In-Network or Out-of-Network: Paid at applicable coinsurance level.

Treatment is limited to thirty (30) days lifetime maximum, and will be reduced by any Mental and Nervous inpatient treatment days. The percentage available for treatment of Mental/Nervous and Chemical Dependency/Alcoholism will never increase to 100% and will not be used in calculating the Calendar Year Out of Pocket Maximum.

Outpatient – In-Network or Out-of-Network: Paid at applicable coinsurance level.

Treatment is limited to fifty (50) visits per calendar year, and will be reduced by any Mental and Nervous outpatient treatment days. The percentage available for treatment of Mental/Nervous and Chemical Dependency/Alcoholism will never increase to 100% and will not be used in calculating the Calendar Year Out of Pocket Maximum.

Refer to *Plan Payment Provisions* for detailed covered expenses.

Chiropractic Care

Limited to twenty-six (26) visits per Calendar Year for Professional visits, not to exceed \$50 in Medical charges per visit. Both In and Out-of-Network charges are payable at 100% after a \$20 co-pay.

Coinsurance

The Coinsurance for This Plan is as follows:

In-Network – 80% of the first \$7,500 of eligible expenses after deductible is satisfied.

Out-of-Network – 60% of the first \$7,500 of eligible expenses after deductible is satisfied.

Convalescent Care Facility

This is a covered expense under this Plan.

Maximum thirty (30) days per Calendar Year. If there are no In-Network Convalescent Care Facilities within a thirty (30) mile radius of the participant's residence, there is not a penalty for going Out-of-Network.

Educational Services, Diabetes

This is a covered expense under this Plan.

Up to three (3), one-hour sessions or a maximum of \$500, whichever is less, will be covered at 100%. Any additional sessions or amounts over \$500 will not be covered under This Plan.

Emergency Room Services

This is a covered expense under this Plan.

Treatment for services rendered in a Hospital Emergency Room.

For Accident Related Services see *Accident Expense*.

Non-Accident, Non-Emergency Services have a \$100 Co-Payment which will be waived if admitted. Additional charges are subject to the Deductible and applicable Coinsurance.

See also *Urgent Care Facility*.

Flu Shots

This is NOT a covered expense under this Plan.

Home Health Care

This is a covered expense under this Plan.

Each visit by a nurse or therapist will be considered one visit and four hours of home health side services will be considered one visit. Your plan has a maximum limit of one-hundred (100) visits per Calendar Year. If you live in a rural area which does not have a nearby home health care agency, private duty nursing services for up to \$10,000 per calendar Year may be covered; however, there is a maximum allowance of \$75 per twenty-four (24) hour period (subject to all other conditions and limitations).

Please call one of the nurse case managers at Core Health Services (CHS) (478-741-3521 or 888-741-CORE (2673)) for assistance in making home health care arrangements. If there are no In-Network Home Care Agencies, there is no penalty for going Out-of-Network.

Refer to *Plan Payment Provisions* for detailed covered expenses.

Hospice Care

This is a covered expense under this Plan.

Inpatient Hospice Care limited to \$150 per day up to a total lifetime of \$6000.

Outpatient Hospice Care limited to a lifetime of \$4000.

Bereavement counseling is limited to \$200 per family unit.

If there are no In-Network Hospice Agencies, there is no penalty for going Out-of-Network.

Refer to *Plan Payment Provisions* for detailed covered expenses.

Lifetime Maximum Benefit

Effective January 1, 2011, there is no Lifetime Maximum on Essential Health Benefits.

For Lifetime Maximum on non-essential health benefits, see specific treatment, therapy or program.

Maternity Expenses

Maternity Benefits are available for all Covered Female Participants.

Network

The Networks for This Plan are:

Patient First Network	1-866-716-5463	P1N.net
Industry Buying Group	1-912-489-7300	Industrybuyinggroup.com

Patient First Prescription Drug Benefit Co-Pays

There is not an additional deductible for prescription drugs. Refer to Patient First Prescription Drug Expense Benefits and Prescription Drug Coverage Provisions for detailed covered expenses.

Per Prescription:	Retail (Maximum 30 days)	Mail Order (Maximum 90 days)
Generic	\$10	\$10
Brand	\$20	\$20

Prescription Drug covered percentage after co-pay – 100%

Physician / Specialist Co-Pay

This is a covered expense under this Plan.

Refer to *Plan Payment Provisions* for detailed covered expenses.

Physician/Specialist Office Sick Visit

In-Network – \$25 co-pay PCP / \$35 co-pay Specialist then balance of eligible expenses at 100% up to \$500 limit. Eligible expenses exceeding the \$500 limit will be subject to individual deductible then payable at 80% coinsurance level.

Out-of-Network – Eligible expenses subject to individual deductible then payable at 60% coinsurance level. Office co-pay NOT applicable.

Podiatry

This is a covered expense under this Plan.

Refer to *Plan Payment Provisions* for detailed covered expenses.

Routine Physical Exams *

This is a covered expense under this plan.

1. First \$300 is paid at 100% waiving the Deductible;
2. Charges incurred for Routine Physical Exams in excess of \$300 are payable at the applicable coinsurance rates for either In-Network or Out-of-Network, waiving the Deductible.
3. This benefit is available to all Covered Participants over age one.

Immunizations required solely for foreign travel are NOT covered.

Well Baby Care

This is a covered expense under this Plan.

Beginning after initial Hospital discharge, up to age one.

\$25 co-pay then balance of eligible expenses at 100%. Calendar year maximum benefit of \$500. Eligible expenses exceeding the \$500 limit will be subject to individual deductible then payable at 80% coinsurance level.

Plan Payment Provisions

This Plan will pay the percentages allowed, based on Reasonable and Customary charges when no network is in place or services are rendered Out-of-Network, once the deductible has been met unless otherwise marked by an asterisk (*) which means the deductible is waived.

Abortion

Elective

This is NOT a Covered Expense under This Plan.

Voluntary termination of pregnancy due to any reason other than endangering the life of the mother. However, if complications arise after the performance of an elective abortion, any eligible expenses incurred to treat those complications will be considered.

Medically Necessary

This is a covered expense under this Plan.

Voluntary termination of pregnancy when carrying the fetus to full term would seriously endanger the life of the mother.

Accident Expense *

This is a covered expense under this Plan.

Injuries sustained as the direct result of a non-occupational accident.

1. Treatment must be obtained within ninety (90) days of accident;
2. The first \$500 is paid at 100%, waiving the deductible;
3. Charges incurred for Accident Expenses in excess of \$500 are payable at applicable coinsurance levels both In-Network and Out-of-Network, waiving the deductible.

Acupuncture

This is NOT a Covered Expense under This Plan.

Procedure involving the use of long, fine needles to puncture the surface of the body.

Alcoholism

This is a covered expense under this Plan.

See *Chemical Dependency / Alcoholism*.

Ambulance, Air

This is a covered expense under this Plan.

Transportation of the patient to a treatment facility by means of licensed air transportation when an alternative form of transportation would seriously threaten the condition or life of the patient. If the first facility cannot provide the necessary services, the hospital that the patient is being transferred to must be the nearest hospital that can provide services unless otherwise determined by Plan Administrator.

Ambulance, Ground

This is a covered expense under this Plan.

Emergency transportation by local, licensed professional, ground ambulance service to the nearest Hospital facility equipped to treat the emergency or to transport from one facility to another if necessary services are not available at the first facility.

Ambulatory Surgical Facility

This is a covered expense under this Plan.

Services of an Ambulatory Surgical Facility only when an operative or cutting procedure is actually accomplished and cannot be performed in a Physician's office.

Anesthesia Services

This is a covered expense under this Plan.

Anesthetics and their professional administration when ordered by the Attending Physician in connection with a Covered Procedure.

Anorexia

This is NOT a Covered Expense under this Plan.

An eating disorder manifested by an extreme fear of becoming obese and an aversion to food.

Artificial Insemination

This is NOT a Covered Expense under this Plan.

Any means of Artificial Insemination, the treatment of sexual dysfunctions not related to organic disease, or treatment relating to the inability to conceive.

Assault or Illegal Occupation

This is NOT a Covered Expense under this Plan.

Charges related to treatment received as a result of and while committing or attempting to commit an assault or felony, or injuries sustained while engaged in an illegal occupation.

Assistant Surgeon

This is a covered expense under this Plan.

Not to exceed 20% of reasonable and customary charges for Surgeon's fees.

Behavioral Modification

This is a covered expense under this Plan

See specific treatment, therapy or program.

Bereavement Counseling

This is a covered expense under this Plan.

Bereavement counseling services by a licensed social worker or a licensed pastoral counselor for the patient and the patient's immediate family (covered Spouse and/or covered Dependent children). Bereavement services must be furnished within six (6) months after the patient's death.

Birth Control, Prescriptions

*This is a covered expense under this Plan.
See Prescription Drug Coverage.*

Birth Control, Procedure

This is a covered expense under this Plan.
Any device or procedure that requires a prescription or fitting by a Physician.
See also *Prescription Drug Coverage* and *Sterilization*.

Blood and Blood Derivatives

This is a covered expense under this Plan.
Blood transfusion services, including the cost of blood and blood plasma and other blood products not donated or replaced by a blood bank or otherwise, as well as the costs associated with autologous blood transfusions.

Bulimia

This is NOT a Covered expense under this Plan.
An eating disorder involving repeated and secretive episodic bouts of binge eating followed by self-induced vomiting, use of laxatives or diuretics, or fasting.

Calendar Year Deductible

The Calendar Year Deductible is satisfied using Covered Expenses incurred within the Calendar Year. The Calendar Year Deductible must be satisfied before the applicable Coinsurance will be applied.

When the appropriate number of Covered Family Participants (see schedule) have each satisfied all or part of the Deductible during one Calendar Year, the Family Deductible will be considered satisfied for the remainder of that Calendar Year.

Calendar Year Out of Pocket Maximum

A maximum amount established by This Plan that a Covered Person pays out of his or her personal funds for any Eligible (Reasonable and Customary) Charges during any Calendar Year. Once this maximum amount is reached, This Plan will pay 100% for any additional Eligible Charges during that Calendar Year.

Note: Benefits for some Covered Services are never paid at 100% (e.g. Mental / Nervous, Chemical Dependency / Alcoholism). For limitations, see specific Plan Payment Provision.

Cataract Surgery, Eye Wear Afterwards

This is a covered expense under this Plan.
Initial purchase of contact lenses or eyeglasses (but not both) if required as a result of Cataract Surgery.

Chemical Dependency / Alcoholism

This is a covered expense under this Plan.

For the purposes of This Plan, Chemical Dependency / Alcoholism treatment means the use of any or all of the following therapeutic techniques, as used in a treatment plan for individuals physiologically dependent upon or abusing alcohol or drugs;

1. Medication;
2. Counseling;
3. Detoxification services; or
4. Other ancillary services; such as a medical testing, diagnostic evaluation, and referral to other services identified in a treatment plan.

Treatment of Chemical Dependency / Alcoholism on an inpatient or outpatient basis, provided such treatment is diagnosed and ordered by a licensed Physician and, only if such treatment is rendered by:

1. A licensed Hospital;
2. A state approved facility for the treatment of Mental / Nervous Conditions including Chemical Dependency / Alcoholism, operated by or under contract with the local health department;
3. A licensed consulting Psychologist;
4. A licensed professional counselor;
5. A licensed Psychiatrist; or
6. A licensed Physician.

Chemotherapy

This is a covered expense under this Plan.

Treatment of disease by means of chemical substances or drugs.

See also *Prescription Drug Coverage*.

Chiropractic Care

This is a covered expense under this Plan.

The services of a licensed Chiropractor (D.C.) in which payment would be made to a Physician providing the same services. The treatment must be:

1. Medically necessary and indicated for the diagnosis;
2. Rehabilitative, as opposed to preventative in nature; and
3. Consistent with the diagnosis for the frequency and/or duration of the services provided.

Circumcision, Penal

Adult

Routine procedures are NOT a Covered Expense under This Plan.

Operation to remove part or all of the foreskin on the penis.

Procedures performed due to a medical condition require pre-treatment review to determine if coverage will be available.

Newborn

This is a covered expense under this Plan.

Operation to remove part or the entire foreskin of the penis.

Coinsurance

Coinsurance is the percent of a Covered Expense that the Plan pays after satisfaction of any applicable Deductible.

Co-Payment

The specific amount that a Covered Person pays for certain services, procedures or prescriptions. See the specific treatment, therapy or program for applicable Co-Payments.

Convalescent Care Facility

This is a covered benefit under this Plan.

Maximum thirty (30) days per Calendar Year. If there are no In-Network Convalescent Care Facilities within a thirty (30) mile radius of the participant's residence, there is not a penalty for going Out-of-Network.

Confinement in a legally qualified Convalescent Care Facility provided such confinement:

1. Begins within seven (7) days following an eligible Hospital confinement of at least five (5) days duration;
2. Is prescribed by a Physician who remains in attendance at least once every seven (7) days;
3. Is for necessary recuperative care of the same condition requiring the prior hospitalization;
4. Provides Skilled Nursing care or Physical Restorative services or both from an Injury or disease, and it is expected that the care received will improve the patient's condition.

The total of all necessary services and supplies (including room and board) furnished by the facility cannot exceed the daily allowance and maximum number.

Cosmetic Expenses

In most cases, this is NOT a covered expense under this Plan. If approved, claims will be reimbursed at the applicable coinsurance percentage.

This Plan requires pre-approval on all Cosmetic Expenses. Procedures or services are only covered to the extent that they result in the improvement of a bodily function.

See also *Reconstructive Surgery*.

Custodial Care

This is NOT a covered expense under this Plan.

Services which are custodial in nature or primarily consist of bathing, dressing, toileting, feeding, homemaking, moving the patient, giving medication or acting as a companion or sitter. Custodial care does not require the continued assessment, observation, evaluation, or management by licensed medical personnel.

Deductible

See *Calendar Year Deductible*.

Deductible Carry-Over Provision

Expenses incurred in the last three (3) months of a Calendar Year which are applied toward the Deductible may also be applied toward the Calendar Year Deductible for the next year, and thereby reduce or eliminate the next year's Deductible.

Dental Care

Under this medical plan, Dental Care and treatment will be eligible only for:

1. Services necessitated as the direct result of an accidental Injury to sound natural teeth and jaw;
2. The removal of tumors;
3. The removal of unerupted, impacted teeth; or
4. The correction of congenital abnormalities.

Services that are preventative, basic restorative, major restorative, orthodontic, or for diagnostic care, including teeth broken while chewing, are not included under this medical plan.

Diagnostic Services

This is a covered expense under this Plan.

Diagnostic x-ray and laboratory examinations; services of a professional radiologist or pathologist.

Drugs

This is a covered expense under this Plan.

See *Prescription Drug Coverage*.

Durable Medical Equipment

This is a covered expense under this Plan.

Rental, not to exceed the purchase price (or if less costly, purchase) of Hospital bed, wheelchair and similar Medically Necessary Durable Medical Equipment when prescribed by a licensed Physician. These items may be bought rather than rented, with the cost not to exceed the fair market value of the equipment at the time of purchase but only if prior approval is obtained from the Plan Administrator. It is recommended that you obtain prior approval for all DME services.

Eating Disorders

This is NOT a covered expense under this Plan.

See *Anorexia, Bulimia, Obesity*.

Educational Services

Testing as described below is NOT covered under this Plan.

Testing in connection with learning disorders or attention deficit disorders, etc.

Educational Services, Diabetes

This is a covered expense under this Plan.

Up to three (3), one-hour sessions or a maximum of \$500, whichever is less, will be covered at 100%. Any additional sessions or amounts over \$500 will NOT be covered under this Plan.

Nutritional counseling, self-care training, and/or certified diabetic education classes provided by a Registered Nurse, Registered Dietician, Physician or Pharmacist for any diagnosis of diabetes.

Emergency Room Services

This is a covered expense under this Plan.

For Accident related services see *Accident Expense*.

Non-Accident, Non-Emergency Services have a \$100 Co-Payment, which will be waived if admitted. Additional charges are subject to the Deductible and applicable Coinsurance.

Treatment for services rendered in a Hospital Emergency Room.

See also *Urgent Care Facility*.

Employment Related Injury or Illness

This is NOT a covered expense under this Plan.

Charges for or in connection with an Injury or Illness which arise out of or in the course of any employment for wage or profit, or for which the individual is entitled to benefits under Worker's Compensation Law, Occupational Disease Law or similar legislation.

Excess of Reasonable and Customary Charges

This Plan uses the 90th percentile for Reasonable & Customary Charges.

Charges in excess of the above percentile for Covered procedures rendered by any non-network providers are not covered.

Excess of the Benefits Specified in This Plan

Charges not covered, or charges for Benefits not covered under This Plan.

Experimental or Investigational Services or Supplies

This is NOT a covered expense under this Plan.

Charges incurred for services, supplies, devices, treatments, procedures and drugs which are not reasonable and necessary or that are investigational or experimental for the diagnosis or treatment of any Illness, disease, or Injury for which any of such items are prescribed.

Experimental services are further defined as those services which:

1. Are not accepted as standard medical treatment for the Illness, disease or Injury being treated by a Physician's suitable medical specialty;
2. Are the subject of scientific or medical research of study to determine the item's effectiveness and safety;
3. Have not been granted, at the time services were rendered, and required approval by a federal or state governmental agency, including without limitation, the Federal Department of Health and Human Services, Food and Drug Administration, or any comparable state governmental agency, and The Centers for Medicare and Medicaid

Services (formerly HCFA) as approved for reimbursement under Medicare Title XVIII;
or

4. Are performed subject to the Covered Person's informed consent under a treatment protocol that explains the treatment or procedure as being conducted under a human subject study or experiment.

Family Provided Services

This is NOT a Covered Expense under This Plan.

Charges for services or supplies rendered by the Employee, Employee's Spouse, or the Children, Brothers, Sisters, Parents, or Grandparents of either the Employee or the Employee's Spouse.

Flu Shots

This is NOT a covered expense under this Plan.

Influenza vaccine administered by the Health Department or any other licensed provider or facility.

Foreign Assignments

This is a covered expense under this Plan.

When temporarily assigned outside the United States of America, Medically Necessary Charges and Services, rendered by a licensed Physician or facility, incurred in a foreign country will be covered the same as if they had been incurred within the United States subject to all other provisions of This Plan.

Foreign Travel

This is a covered expense under this Plan.

When temporarily traveling outside the United States of America, Medically Necessary Charges and Services, rendered by a licensed Physician or facility, incurred in a foreign country will be covered the same as if they had been incurred within the United States subject to all other provisions of This Plan.

When travel outside the United States is for the sole purpose of obtaining medical treatment, Charges and Services received are NOT Covered Expenses under This Plan.

Genetic Testing

A genetic test examines the genetic information contained inside a person's cells, called DNA, to determine if that person has or will develop a certain disease or could pass a disease to their offspring.

Genetic Testing is only covered under the Plan if the following conditions are met:

1. Testing must be Pre-certified by Core Health Services (CHS).
2. The results of the testing will be used to determine the course of treatment for an existing condition.

Genetic Testing is not covered for routine diagnostic treatment, to rule-out pre-disposition, for prophylactic services (preventative screening).

Government Owned / Operated Facility

This is NOT a covered expense under this Plan.

Charges by a facility owned or operated by the U.S. Federal, State or Local government, unless the individual is legally obligated to pay. This does not apply to covered expenses rendered by a hospital owned or operated by the U.S. Veteran's Administration when the services are provided for a non-service related Illness or Injury.

Hair Replacement and / or Wigs

This is NOT a Covered Expense under This Plan.

Care, treatment, or replacement for hair loss whether or not prescribed by a Physician including Hair Pieces and Wigs, as well as Wig Maintenance.

Hearing Aids

This is NOT a covered expense under this Plan.

An electronic amplifying device designed to bring sound more effectively in the ear.

Hearing Exams

This is NOT a covered expense under this Plan.

Examinations to evaluate hearing quality or loss by a licensed Physician or facility.

Home Health Care

This is a covered expense under this Plan.

Each visit by a nurse or therapist will be considered one visit and four (4) hours of home health aide services will be considered one visit. Maximum number of visits limited to one-hundred (100) per calendar year.

Please call one of the nurse case managers at CHS (478-741-3521 or 888-741-CORE (2673)) for assistance in making home health care arrangements. If there are no In-Network Home Care Agencies, there is no penalty for going Out-of-Network.

If you live in a rural area which does not have a nearby home health care agency, private duty nursing services for up to \$10,000 per calendar year may be covered, but there is a maximum allowance of \$75 per twenty-four (24) hour period (subject to all other conditions and limitations).

The patient should be under the direct care and supervision of a Physician and the Physician should have a written plan of treatment which should be reviewed and renewed at least every sixty (60) days. Each visit by a nurse or therapist of the home health agency shall be considered as one home health care visit. The patient should require skilled care as opposed to assistance with activities of daily living. There should also be the capacity for improvement or the need for continued care to prevent deterioration for the condition being treated.

Skilled nursing services by a state licensed home health care agency and delivered by one of the following health professionals would be covered:

1. Registered Nurse (R.N.);
2. Licensed Vocational or Practical Nurse (LVN/LPN);
3. Physical Therapist;
4. Occupational Therapist;
5. Speech Therapist; and
6. Home Health Aide in conjunction with Skilled Nursing care when rendered under the supervision of a Registered Nurse.
7. In addition, the following will be covered if prescribed by a Physician and to the extent such charges would have been covered under the Plan:
8. Prescribed Drugs;
9. Medical Supplies prescribed by a physician;
10. Related pharmaceutical services; and
11. Laboratory services.

Services *NOT* covered include:

1. Improvements to home such as handrails, ramps, air conditioners, telephones, whirlpool tubs, or other similar appliances and devices;
2. Food services such as "Meals on Wheels";
3. Custodial or non-medical services;
4. Social workers services;
5. Services provided by a family member or household member;
6. Housekeeping services except by home health aides as ordered in the home health care treatment plan and in conjunction with Skilled Nursing Services;
7. Maintenance therapy;
8. Babysitting services;
9. Transportation;
10. Any period during which the patient is not under the continuing care of a Physician or does not have an updated treatment plan;
11. Not medically necessary services; or
12. Purchase of dialysis equipment.

Hospice Care

This is a covered expense under this Plan.

If there are no In-Network Hospice Agencies, there is no penalty for going Out-of-Network.

Inpatient or outpatient hospice care is covered to the Plan maximum provided that a written plan of treatment is furnished as part of the claim submission. The Hospice plan treatment must include:

1. Description of the services and supplies for the palliative care and medically necessary treatment to be provided to the covered patient;
2. Be reviewed and approved by the Physician every sixty (60) days;
3. A prognosis that the patient is terminally ill and has six months or less to live; and

4. The concurrent opinion of the Physician and the Hospice care facility that such care will cost less total than any alternative treatment.

When furnished by a duly licensed agency, the following are covered expenses:

1. Facility charges including room and board for short term inpatient care;
2. Medical supplies, drugs and medications prescribed by a Physician which are normally covered under the Plan;
3. Intermittent nursing care;
4. Physician charges;
5. Intermittent home health aide services (up to 8 hours per day);
6. Psychological counseling;
7. Physical or occupational therapy (for palliative reasons only);
8. Respite care that is continuous care in the most appropriate setting for a maximum of five days; and
9. Rental of durable medical equipment when prescribed by a Physician.

In addition to General Limitations in the Plan, benefits will *NOT* be provided for any of the following:

1. Bereavement counseling;
2. Funeral arrangements;
3. Pastoral counseling;
4. Financial counseling which includes estate planning;
5. Legal counseling which includes the drafting of a will;
6. Homemaker or caretaker services which are not solely related to the care of the patient;
7. Transportation;
8. Supportive environmental materials such as handrails, ramps, air conditioners, telephones, whirlpool tubs, and similar appliances and devices;
9. Food service programs such as "Meals on Wheels";
10. Nutritional Guidance;
11. Services of a social worker;
12. Any services or supplies not included in the plan of treatment;
13. Services performed by a family member, household member, or volunteer worker;
14. Separate charges for records and reports; and
15. Expenses for the normal necessities of living, such as food, clothing, and household supplies.

Hospital Admissions

This is a covered expense under this Plan.

All Hospital Admissions must be Medically necessary.

See also *Pre-Certification and Concurrent Review Requirements*.

Hospital Services

This is a covered expense under this Plan.

Hospital room and board, general nursing care, and regular daily services to the room and board allowance, Intensive Care Unit or other special care unit such as Coronary Care (but not for the concurrent use of any other Hospital room), Ambulatory Surgical Center or a Birthing Center. Room charges made by a Hospital having only private rooms will be paid at the average private room rate.

Medically Necessary services and supplies furnished by a Hospital on an inpatient or outpatient basis, including but not limited to emergency and operating room charges, x-rays and other diagnostic procedures, laboratory tests, drugs, medicines, and dressings.

Personal comfort or incidental items such as telephones or televisions are excluded under This Plan.

See also *Pre-Certification and Concurrent Review Requirements*.

Immunizations

This is a covered expense under this Plan.

See *Routine Physical Exams* and *Well Baby Care*.

Incapacitated Child Provision

The child must be:

1. Unmarried and incapable of self-sustaining employment because of intellectual disability or physical handicap that existed before the child reached the limiting age;
2. Be chiefly dependent on the employee for support; and
3. Charges are not a covered expense under a conversion policy.

To qualify for continued coverage under the Incapacitated Child provision, the child must meet specific requirements as defined in This Plan. The appropriate form may be obtained from the Benefits office.

Infertility Treatment

This is NOT a covered expense under this Plan; however, diagnostic testing to determine the cause of infertility is a covered expense, and will be covered at the applicable percentages after the deductible is met.

Services, treatment and procedures rendered for the specific purpose of making conception possible.

Learning Disorders

This is NOT a covered expense under this Plan.

Testing services in connection with Learning Disorders including such disorders as Attention Deficit Disorder and Dyslexia.

Lifetime Maximum Benefit

The maximum amount The Plan will pay for non-essential Covered Expenses incurred during a covered participant's lifetime or by each of their covered dependents during the dependent's lifetime.

Payments made for all essential benefits during the entire period of coverage for one Covered Person are not limited to the Lifetime Maximum Benefit, unless otherwise noted under a specific Covered Expense area.

See also *Chemical Dependency / Alcohol and Mental / Nervous Conditions*.

Mammogram

This is a covered expense under this Plan.

When covered, age forty (40) years and older, one Mammogram procedure per year. For females under age forty (40), one Mammogram procedure per year only if determined to be Medically Necessary. Additional Mammogram procedures will be covered only if determined to be Medically Necessary.

See also *Routine Physical Exams* for Coverage.

Mastectomy

This is a covered expense under this Plan.

Procedure to remove one or both breast(s), reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas.²

Maternity Expenses

This is a covered expense under this Plan.

This Plan, under federal law, generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable).

In any case, This Plan may not, under federal law, require that a provider attain authorization from The Plan for prescribing a length of stay not in excess of forty-eight (48) hours (or ninety-six (96) hours as applicable). However, This Plan recommends Pre-Notifying CHS during the first trimester of a Maternity Diagnosis and again within forty-eight (48) hours of delivery of the baby.

Any hospital stays longer than forty-eight (48) hours (or ninety-six (96) hours as applicable), must be Pre-Certified, and will be subject to the Pre-Certification penalties as defined in Pre-Notification Requirements.

Includes expenses incurred for Pregnancy and Complications of Pregnancy.

Coverage includes expenses for confinements in a Birthing Center and services rendered by a Certified Nurse Midwife.³

Mental / Nervous Conditions

This is a covered expense under this Plan.

Treatment of Mental / Nervous on an inpatient or outpatient basis, provided such treatment is diagnosed and ordered by a licensed Physician and, only if such treatment is rendered by:

1. A licensed Hospital;
2. A state approved facility for the treatment of Mental / Nervous Conditions including Chemical Dependency / Alcoholism, operated by or under contract with the local health department;
3. A licensed consulting Psychologist;
4. A licensed professional counselor;
5. A licensed Psychiatrist;
6. A licensed Physician;
7. A licensed Clinical Social Worker; or
8. A licensed Marriage & Family Therapist.

In addition to General Limitations of This Plan, benefits will *NOT* be provided for any of the following:

1. Services rendered by any other providers, i.e., Psychiatric Nurse Practitioners, Counselors, or Therapists when such services are billed independently and not through a Covered Facility; and
2. Marriage and Family Counseling, unless all parties involved have a diagnosed Illness or injury. If one family member has a covered diagnosed condition, benefits will be prorated for the diagnosed Covered Person (individual) only.

See also *Chemical Dependency / Alcoholism*.

Network

The Primary Network for this Plan is the Patient First Network (P1N) which includes The Industry Buying Group (IBG).

Network refers to those hospitals and physicians which This Plan has contracted with in order to obtain certain discounted fees. Each Covered Person under This Plan, is directed to use these Network providers by having different Reimbursement Rates for going In-Network versus Out-of-Network. See each Covered Service for the applicable Reimbursement Rates. A complete list of providers within the Network may be obtained from CAS at no charge.

All referrals for radiology, anesthesia, or pathology made by an In-Network Physician will be reimbursed at In-Network percentages. Specialists, other than those mentioned previously, must be a part of the Network in order to receive reimbursement In-Network.

Newborn Expenses

This is a covered expense under this Plan.

Newborn Expenses (all Physician and facility fees), from birth until discharge, for routine care will be paid provided coverage is requested within thirty-one (31) days of the child's birth. (All enrollment cards must be submitted within thirty-one (31) days of the date of child's birth.) These expenses will be paid under the Mother.

If the baby is ill, suffers an injury, or requires care other than routine care, benefits will be provided on the same basis as for any other eligible expenses provided coverage is in effect. These expenses will be paid under the Newborn.

See also *Well Baby Care*.

No Legal Obligation to Pay

This is NOT a covered expense under this Plan.

Charges by a Physician, facility or other provider in which the individual is not legally obligated to pay.

Not Medically Necessary

This is NOT a covered expense under this Plan.

Treatment of an Injury or Illness which is not Medically Necessary. This includes charges for care, supplies or equipment.

Obesity or Weight Control

This is NOT a covered expense under this Plan.

Treatment, counseling, supplies, medication or surgery primarily intended for weight loss.

Oral Surgery

Oral Surgery including routine x-rays, the treatment plan, local anesthetics and post-surgical care for:

1. Osseous surgery, including flap entry, closure per quadrant;
2. Osseous surgery, including flap entry, closure and donor sites;
3. Muco-gingival surgery; and
4. Surgical removal of impacted Wisdom teeth.

See the Dental Plan for all other Covered Oral Surgery Benefits.

Out of Pocket Limit

See *Calendar Year Out of Pocket Maximum*.

Outpatient Dialysis

Benefits provided under this Plan for treatment received in connection with Outpatient Dialysis are subject to the following provisions:

The Plan provides an alternative basis for payment of claims associated with dialysis-related services and products on an outpatient basis ("Outpatient Dialysis"). This alternative basis may be applied to claims by any healthcare provider, regardless of the healthcare provider's participation in the Preferred Provider Organization (PPO).

All eligible employees and their dependents requiring Outpatient Dialysis are subject to cost containment review, negotiation and/or other related administrative services which the Plan Administrator may elect to apply in the exercise of the Plan Administrator's discretion.

The Plan shall pay no more than the Usual and Reasonable Charges for covered services and/or supplies incurred in connection with Outpatient Dialysis, after deduction of all amounts payable by coinsurance or deductibles. The Plan Administrator shall determine the benefits based on the Usual and Reasonable Charge. The Plan Administrator may pay or reimburse charges greater than the Usual and Reasonable Charge based upon factors concerning the nature and severity of the condition being treated, geographic and market considerations and provider availability, in the exercise of the Plan Administrator's discretion. All charges must be billed in accordance with generally accepted industry standards.

For the purpose of Outpatient Dialysis, the following definitions shall apply:

Usual and Reasonable Charge shall mean charges(s) based upon the average payment actually made for reasonable comparable services and/or supplies to all providers of the same services and/or supplies by all types of plans in the same market area during the preceding calendar year, adjusted for the National Consumer Price Index medical care rate of inflation.

Oxygen

This is a covered expense under this Plan.

If there are no In-Network Providers, there is no penalty for going Out-of-Network.

Oxygen and its administration when prescribed by a licensed Physician.

Pap Smears

This is a covered expense under this Plan.

See Routine Physical Exams.

Personal Hygiene

This is NOT a covered expense under this Plan.

Items for personal hygiene and convenience which are Not Medically Necessary, such as, but not limited to, air conditioners, bathing / toilet accessories, and physical fitness equipment.

Physician / Specialist Co-Pay

The Co-Pay for this Plan is \$25/Physician and \$35/Specialist per office visit, not per service, for the first \$500 per visit. Office visit charges exceeding this limit will be paid in the same manner medical charges are paid for any other covered condition subject to any unsatisfied

deductible requirement. The Plan allows thirty (30) calendar days to complete an office visit, (i.e. any lab work, x-rays, etc.) that the physician may have ordered at the time of the initial visit.

A flat amount that a Covered Person pays at the time of the office visit. After the Co-Pay, charges are covered at 100%. The Co-Pay amount does not go toward the Calendar Year Out-of-Pocket Maximum. Therefore, even after the Calendar Year Out-of-Pocket Maximum has been reached, the Co-Pay amount will still apply.

Physician Charges, Certain

This is NOT a covered expense under this Plan.

Charges for telephone consultations, failure to keep scheduled appointments, completion of claim forms or providing medical information necessary to determine coverage.

Podiatry

This is a covered expense under this Plan.

Maximum benefit of \$500 per Calendar Year, including charges for physician orthotics or any custom made devices. Additional charges are subject to the Deductible and applicable Coinsurance.

Palliative foot care, including flat foot conditions, treatment of corns, calluses, bunions, toenails, fallen arches, weak feet, chronic foot strain and symptomatic complaints of the feet.

Pre-Admission Testing

This is a covered expense under this Plan.

Pre-Admission Testing performed within ten (10) days of admission.

Pre-Existing Conditions⁴

For Enrollees under the age of nineteen (19):

This Plan does not impose a pre-existing condition limitation. That means that if an individual or their dependents have a pre-existing condition when enrolling in The Plan, all eligible services related to the pre-existing condition will be covered without restriction, assuming the condition itself is covered.

For New or Special Enrollees (age nineteen (19) years and older):

Any condition which existed prior to This Plan for which the individual was seen, treated, diagnosed, or took prescription drugs during the six (6) months prior to coverage under This Plan. After twelve (12) months of coverage under This Plan, the condition will be covered the same as any other eligible medical expense as stated.

For Late Enrollees to This Plan (age nineteen (19) years and older):

The Pre-existing Condition Period is eighteen (18) months, after which time, the condition will be covered the same as any other eligible medical expense as stated.

Upon receipt of a certificate of creditable coverage, any prior comparable coverage will offset the twelve (12) or eighteen (18) month Pre-Existing Condition Period, month for month, provided there is not a break in coverage longer than sixty-two (62) days.

Pre-Marital Exams

This is NOT a covered expense under this Plan.

Blood testing for the purpose of obtaining a Marriage License.

Prophylactic Services

This is not a Covered Expense under This Plan.

An institution of measures to protect the member from a disease to which he or she has been, or may be, exposed. Also called preventative treatment.

For the purposes of This Plan, prophylactic or preventative services includes (but is not limited to) surgery, facility charges, prescription drugs, and/or testing.

See also *Genetic Testing*.

Prostate Exam

This is a covered expense under this Plan.

See *Routine Physical Exams* for Coverage.

Prosthetics

This is a covered expense under this Plan.

Artificial limbs and eyes (standard prosthetic devices only), when necessitated as the result of a physical illness or injury, including prosthetic devices following a covered mastectomy. Penile Prosthesis must be Medically Necessary.

Charges for replacements will be covered only when required because of pathological change or the natural growth process. Charges for the repair and maintenance are not included; however, charges for a maintenance contract are included.

Radiation

This is a covered expense under this Plan.

Medically Necessary treatment of disease by Radium and radioactive isotope therapy.

Reconstructive Surgery

This is a covered expense under this Plan.

Repair of a body part due to Injury or Illness.

Robotic Assisted Surgery

For the purposes of This Plan, robotic assistance is considered incidental to the primary surgical procedure. No additional benefits are payable for the use of the robotic system. Surgical procedures completed with robotic assistance should be billed under the CPT code

for the primary surgical procedure. Robotic technique should be indicated on the bill with CPT S2900, but indicated with no separate charge for the technique.

Routine Physical Exams *

This benefit is available to all Covered Participants.

1. First \$300 is paid at 100% waiving the Deductible;
2. Charges incurred for Routine Physical Exams in excess of \$300 are payable at the applicable coinsurance rate waiving the deductible.
3. This benefit is available to all Covered Participants over age one.

Annual exams to include office visits, mammograms, pap smears, prostate exams, immunizations when recommended by a licensed Physician and other related laboratory and x-ray expenses.

Immunizations required for foreign travel are NOT covered.

Second Surgical Opinion

This is a covered expense under this Plan.

A Second Surgical Opinion is recommended, and may be required, when any surgical procedure is to be performed on an inpatient or outpatient basis.

See also Pre-Certification and Concurrent Review.

Self-Inflicted Injuries

This is NOT a covered expense under this Plan.

Charges for services or supplies furnished in connection with intentionally Self-Inflicted Injuries or suicide, whether committed while sane or insane.

Smoking Cessation

Programs – *This is NOT a covered expense under this Plan.*

Therapy – *This is NOT a covered expense under this Plan.*

Counseling – *This is NOT a covered expense under this Plan.*

Medication – *See Prescription Drug Coverage.*

Any Smoking Cessation program, therapy, counseling or medication for the purpose of quitting smoking.

See also Prescription Drug Coverage.

Sterilization

This is a covered expense under this Plan.

Reimbursement is limited to a Lifetime maximum of \$2,500.

Procedures such as Vasectomies and tubal ligations.

Supplies, Diabetic

This is a covered expense under this Plan.

Needles, syringes, lancets, clinitest, glucose strips and chemstrips for diagnosed diabetes.

See *Prescription Drug Coverage*.

Supplies, Medical and Surgical

This is a covered expense under this Plan.

Casts, splints, trusses, braces, crutches, surgical dressings and supplies, including ostomy supplies and similar Medically Necessary medical and surgical supplies as prescribed by a licensed Physician.

See also *Supplies, Diabetic*.

Therapy

Biofeedback, Recreational or Educational

See specific treatment, therapy or program.

Occupational

This is a covered expense under this Plan.

Medically prescribed Occupational Therapy rendered by a duly qualified Occupational Therapist to improve or restore a patient's ability to perform all activities of daily living.

Physical

This is a covered expense under this Plan.

Limited to twenty-six (26) visits not to exceed \$60 in medical charges per visit, when services are NOT begun within three (3) days of a Covered Surgical Procedure or Covered Hospital Admission.

Medically prescribed Physical Therapy rendered by a duly qualified Physical Therapist to correct, alleviate or limit physical disability, bodily malfunction, or pain from Injury or disease.

Speech

This is a covered expense under this Plan.

Congenital conditions or diseases causing delayed speech development in children are NOT a Covered Expense under This Plan.

Medically prescribed services of a legally qualified Physician or qualified Speech Therapist for respiratory or rehabilitative Speech Therapy for speech loss or impairment due to an Illness or Injury, other than a functional nervous disorder, or due to surgery because of Illness.

Transplant

Non-Human to Human

This is a covered expense under this Plan.

Any non-experimental or non-investigative Animal Organ or Tissue, Artificial or mechanical transplants and surgical or medical care related to such procedures.

Organ

This is a covered expense under this Plan.

The following expenses will be eligible, but are limited to the expenses shown below:

1. Organ and tissue procurement consisting of removing, preserving and transporting the donated part, including the surgical replacement procedure when:
 - a. Both the recipient and the donor are Covered by This Plan, they will not have a separate limit other than the Lifetime Maximum Benefit, and both recipient and donor charges will apply toward the recipient's Lifetime Maximum Benefit;
 - b. Only the recipient is Covered by This Plan, benefits are provided for services for both the recipient and donor, provided benefits to the donor are not furnished under some other form of surgical-medical coverage;
 - c. The recipient is NOT Covered by This Plan and the donor is Covered by This Plan, expenses will NOT be covered for either the recipient or the donor.
2. Transportation, Lodging and meals costs – LIMITED TO A \$10,000 MAXIMUM PER TRANSPLANT. Covered expenses include the following:
 - a. Reimbursement for transportation of the recipient and a companion (\$0.32 per mile) to and from the site of the Transplant. If the recipient is a minor, transportation of two (2) persons who travel with the minor will be allowed;
 - b. Lodging and meal costs incurred in the interim by such companion(s) during the hospital confinement period up to \$200 per day per person.
 - c. If the recipient is required to remain in the vicinity of the hospital for a period of time following the transplant for follow up care and the recipient cannot be transported from home due to distance, expenses for lodging and meals will be allowed for the recipient and a companion up to \$200 per day per person.
 - d. All above outlined expenses are subject to the \$10,000 maximum per transplant.

Medically Necessary organ or tissue transplant procedures which are not experimental or not investigational and all related Covered Expenses when incurred by a Covered Person who is the recipient of such transplant.

Transsexual Surgery

This is NOT a covered expense under this Plan.

Charges leading to or in connection with Transsexual Surgery.

Urgent Care Facility

This is a covered expense under this Plan.

Use of these types of facilities is *NOT* considered the same as using a Hospital Emergency Room.

For Accident Related Services see *Accident Expense*.

Non-Accident Services charges are subject to the Deductible and applicable Coinsurance. There are no Co-Pays for this type of facility.

Services rendered at a facility described as an Urgent Care Facility, which is not a Physician's office, clinic, Hospital or ambulatory surgical facility.

Vision Expenses

This is NOT a covered expense under This Plan.

Eye refractions, eyeglasses or contact lenses to correct refractive errors and related services, including surgery performed to eliminate the need for eyeglasses for refractive errors (such as radial keratotomy).

See also *Cataract Surgery, Eye Wear Afterwards*.

War or Acts of War

This is NOT a covered expense under this Plan.

Declared or undeclared, including an Injury sustained or Illness contracted while on duty with any Military Service for any country.

Well Baby Care

This is a covered expense under this Plan.

Physician's fees for routine care, examination or immunizations.

For Children over one year of age, refer to *Routine Physical Exams*.

See also *Newborn Expenses*.

General Limitations and Exclusions – Medical

No payment will be made under any portion of This Plan for expenses incurred by a Covered Person for:

Charges to the extent that the Covered Person is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public program;

Charges which would not customarily have been made if no coverage had existed, (except where prohibited by law);

Charges for services and supplies which are furnished without the recommendation of a Physician for the care and treatment of an Illness or Injury, including court ordered or directed care or evaluation;

Charges for any services rendered outside the scope of the license of the institution or practitioner providing the service;

Charges which are in excess of Reasonable and Customary Charges (when no Network is in place or services are rendered Out-of-Network);

Charges which are not Medically Necessary, or reasonably necessary to the care and treatment of an Illness or Injury;

Charges for benefits other than specifically provided or in excess of the benefits specified in This Plan;

Charges which are Experimental, Investigational, or for research, or charges for services and supplies which are not in accordance with generally accepted professional medical standards or with the generally accepted methods of treatment;

Charges for Hospital confinement commencing or services and supplies provided before the Effective Date of Coverage under This Plan, or provided after the Termination of Coverage under This Plan (except as otherwise specified);

Charges for travel, whether or not recommended by a Physician (see the Ambulance Service benefit for additional details);

Charges as a result of Hospital inpatient admission primarily for diagnostic or medical examination for which necessary care or treatment could properly be performed on an outpatient basis without adversely affecting the health of the patient;

Based on date of service, charges outside of the twelve (12) month filing limit of the Plan.

EXCLUSIONS:

No payment will be made under any portion of This Plan for expenses incurred by a Covered Person for:

Abortion. Services, supplies, care or treatment in connection with an abortion unless the life of the mother is endangered.

Acupuncture. Services, supplies, care or treatment in connection with acupuncture;

Alcohol. Services, supplies, care or treatment to a Covered Person for an Injury or Sickness which occurred as a result of that Covered Person's illegal use of alcohol. The arresting officer's determination of inebriation will be sufficient for this exclusion. Expenses will be covered for injured Covered Persons other than the person illegally using alcohol and expenses will be covered for Substance Abuse treatment as specified in This Plan. This exclusion does not apply if the injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition;

Anorexia. Services, supplies, care or treatment in connection with Anorexia is not covered under This Plan;

Artificial Insemination. Services, supplies, care or treatment in connection with artificial insemination, the treatment of sexual dysfunctions not related to organic disease or treatment relating to the inability to conceive;

Bulimia. Services, supplies, care or treatment in connection with bulimia;

Circumcision, Penal – Adult. Services, supplies, care or treatment in connection with an adult penile circumcision;

Complications of non-covered treatments. Care, services or treatment required as a result of complications from a treatment not covered under This Plan. Complications from a non-covered abortion are covered;

Cosmetic Expenses. Services, supplies, care or treatment for procedures that are not medically necessary are deemed to be cosmetic in nature;

Custodial Care. Services or supplies provided mainly as a rest cure, maintenance or custodial care;

Dental Care. Services, supplies, care or treatment of teeth, except as outlined elsewhere in this document;

Education or Vocational Testing. Services for educational or vocational testing or training;

Employment Related Injury or Illness. Services, supplies, care or treatment of an injury or illness that is occupational - that is, arises out of or in the course of any employment for wage or profit or for which the individual is entitled to benefits under Worker's Compensation Law, Occupational Disease Law or similar legislation;

Exercise Programs. Exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational or physical therapy covered by This Plan;

Eye Care. Radial keratotomy or other eye surgery to correct refractive disorders. Also routine eye examinations, including refractions, lenses for the eyes and exams for their fitting. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages;

Family Provided Services. Services or supplies rendered by the Employee, Employee's spouse, or the children, brothers, sisters, parents or grandparents of either the Employee or the Employee's spouse;

Foreign Travel. Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services;

Gastric Bypass Surgery/Bariatric Surgery. Services, supplies, care or treatment

Government Owned/Operated Facility. Services, supplies, care or treatment provided by a facility owned or operated by the U.S. Federal, State or Local government, unless the individual is legally obligated to pay. This does not apply to covered expenses rendered by a hospital owned or operated by the U.S. Veteran's Administration when the services are provided for a non-service related Illness or Injury;

Hair Loss. Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician;

Hearing Aids and Exams. Charges for services or supplies in connection with hearing aids or exams for the evaluation of hearing quality, loss or hearing aid fitting;

Illegal Acts. Charges for services received as a result of Injury or sickness caused by or contributed to by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition;

Illegal Drugs or Medications. Services, supplies, care or treatment to a Covered Person for Injury or sickness resulting from that Covered Person's voluntary taking of or being under the influence of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician. Expenses will be covered for injured Covered Persons other than the person using controlled substances and expenses will be covered for Substance Abuse

treatment as specified in This Plan. This exclusion does not apply if Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition;

Infertility Treatment. Services, supplies care or treatment for infertility, artificial insemination, or in vitro fertilization;

Learning Disorders. Testing services in connection with Learning Disorders including Attention Deficit Disorder and Dyslexia;

No Charge. Care and treatment for which there would not have been a charge if no coverage had been in force;

No Legal Obligation to Pay. Charges incurred for which the Plan has no legal obligation to pay;

No Physician Recommendation. Services, supplies, care or treatment not recommended and approved by a Physician; or treatment, services or supplies when the Covered Person is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or sickness;

Non-emergency Hospital Admissions. Care and treatment billed by a Hospital for non-medical emergency admissions on a Friday or Saturday. This does not apply if surgery is performed within twenty-four (24) hours of admission;

Not Medically Necessary. Services, supplies, care or treatment for an Injury or Illness which is not medically necessary;

Not Specified as Covered. Non-traditional medical services, treatments and supplies which are not specified as covered under This Plan;

Obesity or Weight Control. Services, supplies, care or treatment of obesity, weight loss or dietary control including diet supplements, enrollment in a health, athletic or similar club. This also includes surgical correction. Medically necessary charges for Morbid Obesity will be covered.

Personal Comfort Items. Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, and first-aid supplies and nonhospital adjustable beds;

Physician Charges, Certain. Charges for telephone consultations, failure to keep scheduled appointments, completion of claim forms or providing medical information necessary to determine coverage;

Pre-Marital Exams. Blood testing for the purpose of obtaining a marriage license;

Pregnancy of daughter. Services, supplies, care or treatment of pregnancy for a dependent daughter only. Complications of pregnancy are covered;

Self-Inflicted Injuries. Charges for services, supplies, care or treatment furnished in connection with intentionally self-inflicted injuries or suicide, whether committed while sane or insane;

Services Before or After Coverage. Services, supplies, care or treatment for which a charge was incurred before a person was Covered under This Plan or after coverage ceased under This Plan;

Sex Changes. Services, supplies, care or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment;

Sleep Disorders. Services, supplies, care or treatment for sleep disorders (including sleep labs) unless deemed Medically Necessary;

Spinal Decompression. Services, supplies, care or treatment related to spinal decompression as performed by facilities such as The Back Pain Institute;

War or Acts of War. Charges incurred in connection with the care or treatment of any sickness contracted or Injury sustained which is occupational or which results from war or any act of war, declared or undeclared;

Patient First Prescription Drug Expense Benefit

Benefits are payable when a Covered Person incurs eligible drug expenses which are in excess of the co-payment amount, per prescription or refill. No reimbursement will be made if a Covered Person chooses to have prescriptions filled at a pharmacy that does not participate in the Patient First system. The Covered Person must show the Patient First ID card in order to obtain the appropriate Co-Pay. In the event the Covered Person must pay full retail price, the insured should file their claims through Patient First. Forms may be obtained through the benefits office or CAS.

PARTICIPATING PHARMACIES:

Use the Patient First card at any participating pharmacy.

Each Covered Person will be responsible for the required co-payment at the time of purchase. The remainder of the transaction will be handled between Patient First and the pharmacy.

The Covered Person is expected to show the Patient First card to the member pharmacy when paying for the prescription. However, if the Covered Person does not have the card with them at the time of purchase, the Covered Person must:

1. Pay the full charge for the prescription;
2. Obtain a paid receipt which includes prescription information, not a cash register receipt only; and
3. Complete a Direct Reimbursement Patient First Prescription Drug Claim Form (available from the Benefits Office or CAS) with the pharmacist's help, attach the receipt and send both directly to Patient First at the address indicated on the claim form.

NO reimbursement will be made if a prescription is filled at a pharmacy that does not participate in the Patient First system.

NO Coordination of Benefits will apply for Prescription Drug Coverage.

Prescription Drug Coverage

This Plan may require a prescription to be approved prior to its being filled. If your prescription is rejected at the pharmacy, contact CAS at 478-741-3521 or 888-741-CORE (2673) to inquire about the Prior Authorization process.

The following list contains categories of Prescription Drugs which are covered or excluded from the Plan:

C = Covered / N = Not Covered

A.D.D. / Narcolepsy

- C Amphetamines / Dextroamphetamine (e.g. Adderall)
- C Dextroamphetamine (e.g. Dexedrine) / through age eighteen (18)
- C Methylphenidate (e.g. Ritalin) / through age eighteen (18)
- C Pemoline (e.g. Cylert) / through age eighteen (18)

Anabolic Steroid

- N Therapeutic classification (e.g. Winstrol, Durabolin)

Anorectics

- N Therapeutic classification (e.g. Desoxyn, Fastin, Ionamin)

Appetite Suppressants

- N Any drug used for the purpose of weight loss.

Birth Control (Contraceptives)

- C Oral dosage forms (e.g. Ortho Novum, Demulen)
- C Non-oral dosage forms (e.g. IUD, Diaphragm)
- C Injectable dosage forms (e.g. Depo Provera)
- N Levonorgestrel (Norplant) 5 year implant

Cosmetic Medication

- C Accutane (for acne)
- N Anti-wrinkle agents (e.g. Renova)
- C Retin-A through age 25
- N Pigmenting/depigmenting Agents (e.g. Solaquin Forte)

DESI Drugs

- C All legend drugs which would otherwise be covered.

Diabetic Supplies (requires prescription from physician)

- C Insulin
- C Disposable Insulin Needles/Syringes (for insulin only)
- C Blood/Urine testing agents (strips)

- C Alcohol swabs
- C Blood Glucose testing monitors
- C Glucose Tablets
- C Glucagon
- C Lancets
- C Lancet Devices
- C Non-Insulin Needles Syringes (for administering prescribed medications)
- C Insulin and needles/syringe under one copay
- C Insulin, needles/syringes, and test strips under one copay

See also *Educational Services/Diabetes*.

Experimental or Investigational Drugs

This is NOT a covered expense under this Plan.

Drugs labeled "Caution – limited by federal law to investigational use," or "Experimental drugs," even though a charge is made to the Covered Person.

Facility Administered Medication

These medications are NOT covered under the Prescription Drug Coverage. However, they may be covered under Hospital Services.

Medication which is to be taken by or administered to a Covered Person, in whole or in part, while he or she is a patient in a licensed Hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.

See also *Hospital Services*.

Fluoride Supplements

- N Tablet forms
- N Oral rinses
- N Topical dental preparations

HIV / AIDS Medications

- C Therapeutic classifications (e.g. Hivid, Epivir, Videx, Zervit)

Imitrex (Motion Sickness)

- C Oral dosage forms
- C Injectable dosage forms

Infertility Medications

- N Oral dosage forms (e.g. Clomid, Serophene)
- N Injectable dosage forms (e.g. Metrodin, Pergonal)

Interferon

Pre-notification through CHS required.

- C Therapeutic classification (e.g. Betaseron, Intron-A)

Miscellaneous Prescriptions

N Anti-Wrinkle Agents (e.g. Renoval)
N Blood and Blood Plasma (see hospital services)
N Growth Hormones (e.g. Humatropin, Genotropin)
N Immunization Agents (e.g. Hepatitis, Chicken Pox) (See *Routine Physical Exams*)
N Levonorgestrel (Norplant) (See *Birth Control*)
N Minoxidil (Rogaine-for the loss of hair)
N Impotency Drugs

Non-Legend Drugs

N Over-the-counter medications

Nutritional Supplements

N Non-legend vitamins (over the counter)
N Legend vitamins (Rx required)
C Pediatric multi-vitamins with fluoride (Rx required)
C Prenatal vitamins
N Diet supplements (e.g. Calcium)
N Hernatinics (e.g. Folic Acid, Chromogen, Iron Supp.)
N Minerals (e.g. Phoslo, Potaba)

Prescriptions, Worker's Compensation Related

This is NOT a covered expense under this Plan.

Prescriptions which a Covered Person is entitled to receive without charge from any Worker's Compensation Laws.

Smoking Cessation – only those drugs that require a doctor's prescription

N Gum (e.g. Nicorette)
N Patches (e.g. Habitrol, Nicoderm)

Therapeutic Devices

This is NOT a covered expense under this Plan.

Therapeutic devices or appliances, including needles, syringes (except as specified), support garments and other non-medicinal substances, regardless of intended use.

Pre-Notification Requirements

Pre-Certification

If a Covered Person fails to call Core Health Services (CHS) within the time limits specified below, the Covered Person will be subject to an additional front end deductible of \$300 on the eligible facility charges.

Pre-certification is not a guarantee of benefits, only that the procedures are medically necessary. Any days that are not certified by utilization review as medically necessary will not be covered.

This Plan covers only charges that are Medically Necessary for the care and treatment of disease or Injury. To determine Medical Necessity, CHS requires that you obtain advance approval (pre-certification) for all scheduled inpatient and outpatient hospital treatment and all services performed in an Ambulatory Surgical Facility or Specialized Treatment Facility (Oncology Center, Dialysis Facility, etc.). Maternity and emergency admissions also require notification.

The Employee, patient, family member, Employer, attending Physician, or Hospital can contact CHS for pre-certification at 478-741-3521 or 888-741-CORE (2673). A nurse case manager is available to take calls Monday through Friday, 8am - 5pm EST, and the caller is able to leave a message after hours.

It is the patient's responsibility to notify CHS for pre-certification. **To avoid a penalty and obtain maximum benefits, pre-certification must be done within the following time limits:**

1. **Scheduled Inpatient or Outpatient Treatment** – This includes all hospitals and ambulatory surgery centers and specialized Treatment Facilities (Oncology Centers, Dialysis Facilities, etc.). Maternity admissions (see separate Maternity Admissions) also require notification. Treatment must be pre-certified at least two (2) business days prior to admission. You should notify CHS as soon as you know that a procedure has been scheduled and that you have to be admitted.
2. **Maternity Admissions** – This Plan, under federal law, generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable). In any case, This Plan may not, under federal law, require that a provider attain authorization from the Plan for prescribing a length of stay not in excess of forty-eight (48) hours (or ninety-six (96) hours as applicable).

Any Maternity Hospital stays longer than forty-eight (48) hours (or ninety-six (96) hours as applicable), must be Pre-Certified, and will be subject to the Pre-Certification penalties as defined in Pre-Notification Requirements.³

3. **Emergency or Urgent Inpatient** – must be pre-certified within two (2) days after the admission or on the next business day if the admission occurs on a weekend or legal holiday. A Hospital confinement following an emergency or urgent admission undergoes concurrent review just like a scheduled admission.
4. **Durable Medical Equipment** – all medical equipment in excess of \$500 in purchase price require pre-authorization by CHS.

When you call for pre-certification, a CHS nurse case manager will ask for the necessary information. Following is a list of the necessary information for pre-certification:

1. Employee's name and social security number;
2. Patient's name, date of birth, sex, and contact telephone number;
3. Facility or Hospital's name, address, and telephone number;
4. Admitting Physician's name, address, and telephone number;
5. Date of admission;
6. Diagnosis and/or surgical procedure (if known); and
7. Date of surgery.

Any additional information needed will be obtained from the attending Physician or Hospital by the CHS nurse case manager. All medical information is kept confidential. In some instances, CHS may suggest alternative modes of treatment or recommend a second surgical opinion. CHS can help reduce personal inconvenience and limit the increasing cost of medical care by eliminating unnecessary or questionable services. If it is determined that the Hospital confinement is Medically Necessary, your attending Physician, Hospital, and you will receive a notice of certification.

If there is a question about the scheduled procedure, treatment, or length of confinement, a CHS Physician will review your case. If the CHS Physician also has questions, he or she will contact your Physician for additional information. If you do not agree with the denial of your pre-certification request, discuss it with your Physician. Perhaps the recommended procedure can be done on an outpatient basis, or a Hospital confinement can be shortened by using home health care.

To appeal a denial of pre-certification, call or write CHS to request that the denial of pre-certification be reconsidered:

Core Health Services
P O Box 90
Macon, GA 31202-0090
478-741-3521
888-741-CORE (2673)

Prior Determination

The following items require pre-certification:

- *Biopsy, radiation therapy, chemotherapy, transplant, and dialysis*
- *Bone Density Study – if part of complete physical exam*
- *Bronchoscopy*
- *Cat Scan (CT)*
- *Colonoscopy (Lower GI)*
- *Colposcopy*
- *DME over \$500*
- *Echocardiogram*
- *Electroencephalogram (EEG)*
- *Electromyogram (EMG)*
- *Heart Catheterization – If elective or if admitted*
- *HIDA Scan*
- *Inpatient stay*
- *MRI*
- *Nerve Conduction Studies*
- *Nuclear Scan*
- *Observation Stay*
- *Outpatient surgery (unless listed below)*
- *PET Scan*
- *Sleep Studies*
- *Therapies – Physical therapy, occupational therapy, and speech therapy*

The following items do not require pre-certification:

- *Cardiac Stress Test*
- *Cataract Surgery*
- *Esophagogastroduodenoscopy (EGD) [Upper GI]*
- *Electrocardiogram (EKG)*
- *Mammogram*
- *Pap Smear*
- *Ultrasound*
- *X-rays*

You are required to obtain authorization for certain procedures that might be cosmetic or not medically necessary for the treatment of illness or injury. All requests for these procedures should be made in writing and should be submitted well in advance of the planned procedure date:

- *Blephareplasty*
- *Breast reduction or mammoplasty*
- *Dermatolipectomy*
- *Diastasis recti repair (tummy tuck)*

- *Hernia repairs, all except inguinal*
- *Incision of the maxilla or mandible*
- *Keloid removal*
- *Mastectomy for gynecomastia*
- *Mentoplasty*
- *Otoplasty*
- *Panniculectomy*
- *Penile Implant*
- *Rhinoplasty*
- *Sclerotherapy*
- *Uvulopalatopharyngoplasty (UPPP)*
- *Varicose Vein ligation/stripping*

Concurrent Review

If the patient stays beyond the pre-certified time period, and the days are determined not to be Medically Necessary, room and board charges for these days will be denied.

If you need more time in the hospital, you may be certified for additional days while you are in the hospital. You, your hospital, or your attending Physician must call CHS no later than the last day certified.

Concurrent review is the process of evaluating the continued hospital confinement. This telephonic review is also conducted by CHS nurse case managers. If additional days are judged to be medically necessary, CHS will grant certification. If the CHS nurse case manager's opinion differs with the attending physician's opinion, the case will be reviewed by a CHS physician and final determination will be made.

If the continued confinement is determined not to be medically necessary, CHS will communicate the denial to all involved parties (the employee, hospital and attending physician). If the patient chooses to remain in the hospital beyond the certified number of days, the patient will be fully responsible for any remaining expenses that are incurred. If the patient or employee wishes to appeal the decision to deny benefits for a continued confinement, he or she can submit an appeal in writing to CHS.

Core Health Services
PO Box 90
Macon, GA 31202-0090

Pre-certification approval does not guarantee benefits. Payment of benefits is subject to any subsequent reviews of medical information or records, the patient's eligibility on the date the service is rendered, and any other contractual provisions of the Plan.

Eligibility and Effective Date of Coverage

Employee Eligibility

A full-time Employee of the Employer who is in Active Service on or subsequent to the effective date of This Plan and who has completed any waiting period specified by the Employer; excluding in any case part-time employees, temporary employees, retirees, and employees who work fewer than thirty (30) hours per week. If an employee is an individual proprietor or partner, the owner or partner may be included only while they are actively engaged in and devoting substantial time to the business of the Participating Employer.

If an Employee qualifies as both an Employee and a Dependent, such person may only be covered as one of the above and not both an Employee and a Dependent.

Effective Date of Employee Coverage

Coverage will become effective for an Employee as indicated below, provided the Employee is in Active Service on that date; otherwise, the Effective Date will be deferred until the date following a return to Active Service.

Coverage for an Employee whose employment commenced on or before the Plan effective date and who was validly covered by a plan provided by the Employer which was replaced by This Plan, will become effective on the Plan effective date, if on that date the waiting period, as specified in the SUMMARY PLAN DESCRIPTION section, has been satisfied.

Coverage for any other Employee will become effective on the first of the month following satisfaction of the waiting period, as specified in the SUMMARY PLAN DESCRIPTION.

Each Employee will be Covered on the above Effective Date provided enrollment and any required contributions have been made within thirty-one (31) days after the date of eligibility. If enrollment is made more than thirty-one (31) days after the date of eligibility, either by way of a Special Enrollment Period or during the Annual Open Enrollment, the insured will be subject to an eighteen (18) month pre-existing period if age nineteen (19) or older.

Dependent Eligibility

The following persons shall be eligible to be Covered as Dependents under This Plan:

1. The lawful spouse of the Employee. The term spouse shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives. The Plan Administrator may require documentation proving a legal marital relationship;
2. An Employee's child from the date of birth to age twenty-six (26) regardless of the child's financial dependency, residency, student, employment and/or marital status.

- a. The Plan may EXCLUDE an adult child who has not attained age twenty-six (26) if the child is eligible to enroll in an eligible employer-sponsored health plan other than a parent's group health plan.
- b. The Plan is NOT required to extend coverage to any child or spouse of a covered dependent child.

An intellectually disabled or physically handicapped child may continue coverage beyond the limiting age. For further details, please refer to Incapacitated Child and to the EXTENDED COVERAGE FOR DEPENDENT CHILDREN sections.

The term "child" includes the following subject to the age limits and requirements specified above:

1. The Employee's natural child;
2. A legally adopted child from the date the Employee assumes legal responsibility;
3. A stepchild as long as the natural parent remains married to the Employee and resides in the Employee's household; or
4. A legal foster child, provided that one or both of the child's natural parents does not reside with the Employee as well. In addition, the foster child is not considered a Dependent if the welfare agency provides all or part of the child's support.
5. A child or children of which the covered Employee has been designated the Legal Guardian.

The Plan Administrator may require documentation proving dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights. At any time, the Plan may require proof that a Spouse or child qualifies or continues to qualify as a Dependent as defined by the Plan.

All other persons are excluded.

If both parents of any Dependent Child are Covered Employees, then for the purposes of This Plan, the Dependent Child can be Dependent of one parent only.

An Employee will be eligible to enroll for Dependent Coverage on whichever of the following dates is first to occur:

1. The date the Employee is eligible for Coverage, if on that date the Employee has such Dependents;
2. The date the Employee first gains a Dependent (see EFFECTIVE DATE OF COVERAGE FOR NEWBORN CHILDREN section for details on newborns).

Effective Date of Dependent Coverage

Coverage will become effective for a Dependent, other than a Newborn Child, as indicated below, provided both the Employee and Dependent are in Active Service on that date and the Dependent is not confined in a Hospital, other institution or home on that date;

otherwise, the Effective Date will be deferred until the day following a return to Active Service. A Dependent's Effective Date will be determined as follows:

1. The date on which the Employee becomes Covered if there are any Dependents on that date;
2. If the Employee is without a Dependent on the date the Employee becomes Covered, Dependent Coverage will become effective on the 1st of the month after they become eligible, provided enrollment for Coverage is made within thirty-one (31) days after the Dependent is acquired and any required contribution is paid within thirty-one (31) days after the Dependent is acquired.
3. If the Employee has Dependent Coverage, Coverage for any newly acquired Dependents (see EFFECTIVE DATE OF COVERAGE FOR NEWBORN CHILDREN section for details on Newborns) will be effective on the 1st of the month after they become eligible, provided that enrollment is made within thirty-one (31) days of the date that the Dependent is acquired and required contribution is paid within thirty-one (31) days after the Dependent is acquired. This will be allowed under the Special Enrollment Period.
4. Each Dependent will be covered on the above Effective Date provided enrollment and any required contributions have been made within thirty-one (31) days after the date of eligibility. If enrollment is made more than thirty-one (31) days after the date of eligibility, either by way of a Special Enrollment Period or during the Annual Open Enrollment, the insured will be subject to an eighteen (18) month pre-existing period if age nineteen (19) or older.

Effective Date of Coverage for Newborn Children

A Newborn Child will automatically become Covered from birth (as long as an enrollment card is completed) if Dependent Coverage is in force at the time of birth. The Employee may be required to make an additional contribution if needed for the Newborn within thirty-one (31) days after the date of birth depending on previous benefit selections. Coverage will be provided to the same extent as for other Covered Dependent children. If at the time of birth the Covered Employee is acquiring the first Dependent, the Employee must enroll for Dependent Coverage within thirty-one (31) days after the date of birth.

The Employee must make an additional contribution for the Newborn from the date of birth if required by This Plan. If this is done, Dependent Coverage will become effective as of the date of birth under the Special Enrollment Period provision.

If a Newborn Child is not enrolled within thirty-one (31) days after the date of birth, the Newborn may not be enrolled until the following Annual Open Enrollment period unless there is another Change in Family Status prior to the Annual Open Enrollment period.

Retiree Medical Coverage

Post Retirement Coverage

To be eligible for post-retirement medical coverage under the Plan, the employee:

1. must have been employed as of 12/31/2004,
2. must be covered under the Plan at the time he or she terminates active employment with the City of Sylvania,
3. his or her employment terminates for reasons other than for "cause",
4. the employee must be a minimum of 62 years old, but not yet reached their 65th birthday,
5. must have a minimum of 20 years of service for the City of Sylvania (for this purpose, a year of service means a calendar year during which the employee completes at least 1,000 hours of service).

What constitutes for "cause" in this context is a facts and circumstances question, and the decision on what constitutes for "cause" shall be made by the City Council and shall be final and binding on all persons.

Retiree Cost Sharing

Effective January 1, 2005, the portion of the post-retirement medical coverage, which a retired employee will be required to pay, will be zero. The City of Sylvania will pay 100% of the cost of the retired employee's coverage. However, any eligible dependents, as defined by the Plan, will be the full responsibility of the retiree. The City of Sylvania will pay nothing towards the cost of dependent coverage. Subsequent increases in medical plan costs for dependents will also be the responsibility of the retired employee.

Coordination of Benefits

Normal Coordination of Benefit rules apply to the post-retirement medical coverage.

Retiree Survivor Policy

In the event of the retiree's death, the qualified dependents may continue to be covered under the policy by paying the appropriate premiums until they become eligible for other coverage such as Medicare or qualified policy holder or dependent under another group plan. Once eligible under Medicare or another group plan, this coverage will automatically terminate.

In the event a surviving spouse remarries, the policy will continue to cover the surviving spouse only until he/she becomes eligible for other coverage (Medicare or other group insurance), but no new dependents who were not previously qualified dependents of the retiree and covered as qualified dependents under the Retiree Medical Policy.

Please note the Employer has the right to amend the Plan at any time, including amending the provisions respecting cost sharing as well as those relating to eligibility and benefits. Thus further amendments will be made to the Plan when and as the City of Sylvania feels such amendments are necessary or appropriate.

Termination of Retiree Coverage

In addition to the general Termination provisions of this Plan, a retiree's coverage will terminate on the retirees 65th birthdate.

Enrollment Requirements

Timely Enrollment

Initially eligible Employees must enroll for coverage within thirty (30) days of completing your waiting period, by completing, signing and submitting an enrollment application along with the appropriate payroll deduction authorization. Should enrollment be received after that time frame, the eligible employee will be treated as a Late Enrollee.

Special Enrollment Period

The thirty (30) day period of time surrounding a loss of other Coverage for a Special Enrollee, or the thirty (30) day period of time after a dependent is acquired due to birth, adoption or marriage.

1. **Individuals losing other coverage.** An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if each of the following conditions are met:
 - The Employee or Dependent was covered under a group health plan or had health insurance coverage at the time of coverage under this Plan was previously offered to the individual.
 - If required by the Plan Administrator, the Employee stated in writing at the time this coverage was offered, their other health coverage was the reason for declining enrollment.
 - The coverage of the Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions towards the coverage were terminated.
 - The Employee or Dependent requests enrollment in this Plan not later than thirty-one (31) days after the date of exhaustion of COBRA coverage or the termination of coverage or employer contributions, described above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

If the Employee or Dependent lost the other coverage as a result of the individuals' failure to pay premiums or required contributions or for cause (such as making fraudulent claim), that individual does not qualify as a Special Enrollee.

2. **Dependent Beneficiaries.** If:
 - The Employee is a participant under this Plan (or has met the Waiting Period applicable to becoming a participant under this Plan and is eligible to be enrolled under this Plan but for a failure to enroll during a previous enrollment period) and
 - A person becomes a Dependent of the Employee through marriage, birth, adoption or placement for adoption, then the Dependent (and if not

otherwise enrolled, the Employee) may be enrolled under this Plan as a covered Dependent of the covered Employee. In the case of the birth or adoption of a child, the Spouse of the covered Employees may be enrolled as a Dependent of the covered Employee if the Spouse is otherwise eligible for coverage.

The Dependent Special Enrollment Period is a period of thirty-one (31) days and begins on the date of the marriage, birth, adoption or placement for adoption.

The coverage of the Dependent enrolled in the Special Enrollment Period will be effective:

- in the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received;
- in the case of a Dependent's birth, as of the date of birth; or
- in the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

Late Enrollment

An enrollment is "late" if it is not made on a "timely basis" or during a Special Enrollment Period. Late Enrollees and their Dependents who are not eligible to join the Plan during a Special Enrollment Period may join only during the annual or open enrollment period.

If an individual loses eligibility for coverage as a result of terminating employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a Late Enrollee. The time between the date a Late Enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period.

Funding – Cost of the Plan

City of Sylvania shares the cost of Employee and Dependent coverage under this Plan with the covered Employees. The enrollment application for coverage will include a payroll deduction authorization. This authorization must be filled out, signed and returned with the completed enrollment application.

The level of any Employee contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Employee contributions.

Change in Classification of a Covered Employee

Any change in the amount of an employee's coverage resulting from a change in the employee's classification shall become effective on the first of the month coincident with or next following the date the change occurs, provided the employee is in Active Service on that date; otherwise the effective date of the change shall be the first day on which the employee is in Active Service.

Change in classification by reason of attainment of a specified age shall be effective on the first of the following month during which the employee attains the limiting age.

Change in Classification of a Covered Dependent

Any change in the amount of a dependent's coverage resulting from a change in the employee's classification shall become effective on the first of the month coincident with or next following the date the change occurs, except that if on that date the dependent is not in Active Service, the change shall not become effective until such dependent returns to Active Service.

Any change in the amount of a dependent's coverage as a result of a change in the dependent status, shall automatically become effective on the date such change in dependent status becomes effective.

Qualified Medical Child Support Order (QMCSO)

QMCSO's obligate a noncustodial parent by a child support order to provide medical support for his or her children. QMCSO's require group health plans to provide benefits to a child of a participant.⁵

Please contact CAS or Benefits Administration for more information.

Effect of Prior Coverage

This Plan will not provide benefits to employees or dependents that are Totally Disabled on the date of discontinuance of the preceding plan and entitled to any extension of benefits provision.

Special consideration will be given to covered medical expenses incurred by an employee or dependent covered under the Employer's or Participating Employer's preceding group plan up to the effective date of This Plan. Those covered expenses applied to the prior plan's Calendar Year deductible amount and coinsurance limit (if any) will be applied to the respective provisions in This Plan for the same Calendar Year deductible amount and coinsurance limit upon submission of proof of consideration by the prior plan.

Termination Date of Coverage

Termination of Employee Coverage

A Covered Employee's Coverage will terminate immediately upon termination of This Plan or on the date indicated in the GENERAL INFORMATION section, after the occurrence of the first of the following events:

1. If the Covered Employee fails to remit required contributions for Coverage when due, Coverage will terminate at the end of the period for which a contribution is made;
2. Termination of the Active Service, except as specified below and in the COVERAGE AFTER TERMINATION section;
3. When the Covered Employee enters the military, naval or air force of any country of international organization on a full-time active duty basis other than scheduled drills or other training not exceeding one month in any Calendar Year;
4. When the Covered Employee ceases to maintain full-time residency in the United States of America; or
5. When the Covered Employee ceases to be in a class eligible for coverage.

Family and Medical Leave Act of 1993 (FMLA)

If a Covered Employee ceases Active Service due to an approved Family Medical Leave of Absence in accordance with all policies and procedures in effect governing such Leave, health coverage will be continued under the same terms and conditions which would have been provided had the Covered Employee continued in Active Service, for a period of time not to exceed twelve (12) weeks, provided the Employee continues to pay any premiums normally required for Coverage, either by prepayment or at the same time as payments would have been due.

Spouses employed by the same Employer are jointly entitled to a combined total of twelve (12) work-weeks of Family Leave for the birth and care of the Newborn Child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.⁶

Leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or the placement.

Said premiums will remain at the same level as on the date immediately prior to the Leave, unless This Plan experiences a premium change for its entire Plan.

If the Covered Employee does not return to Active Service after the approved Family Medical Leave or if the Employee has given the Employer notice of intent not to return to Active Service during the Leave Period, Coverage may be continued under the CONTINUATION OF COVERAGE (COBRA) provision of This Plan, provided Coverage has not lapsed, effective with the date notification is given by the Employee to the Employer, and provided the Covered Employee elects to continue such Coverage under that provision. The time period that

Coverage was continued during the Family Medical Leave will not be counted toward the maximum time that Coverage can be continued under COBRA.

If the Employee fails to make the required premium contribution for Coverage to continue during the Leave within thirty (30) days after the date the premium was due, Coverage may be continued under the COBRA provisions of This Plan as of the date the Coverage lapsed. COBRA continuation of Coverage must be elected during this time in order for Coverage to be continued. If Coverage under This Plan is terminated during an approved Family Medical Leave due to non-payment of required premiums by the Employee, and the Employee returns to Active Service immediately upon completion of the Leave Period, Coverage will be reinstated on the date the Employee returns to Active Service without having to satisfy any waiting period or the Pre-existing Condition provision of This Plan provided the Employee makes any necessary premium contributions and re-enrolls for Coverage within thirty-one (31) days of the return to Active Service.

Approved Leaves of Absence are listed below:

1. For the birth of the Employee's child and to care for the Newborn Child;
2. For placement with the Employee of a son or daughter for adoption or foster care;
3. To care for the Employee's spouse, son, daughter or parent with a serious health condition; or
4. For a serious health condition that makes the Employee unable to perform the functions of the job.
5. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation;
6. For a serious injury or illness of the employee's spouse, son, daughter, parent or next of kin of a covered servicemember.

An Employee is eligible for FMLA leave if he or she has at least twelve (12) months of service with the Employer and if he or she has worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave.

City of Sylvania Leave of Absence Policy

- A Department Director, with the approval of the City Manager, may grant a full-time employee a leave of absence without pay for a period not to exceed six (6) months. Leave of absence without pay for a period exceeding six (6) months and not more than one (1) year may be granted with the approval of the City Manager. (This leave is in addition to any other leaves taken, and is granted only when all other accrued leave time has been exhausted.)
- Benefits such as medical insurance and retirement contributions will be suspended after thirty (30) days unless the employee chooses to pay the required contribution.
- Eligibility of these benefits will be reinstated if the employee returns to work with in one (1) year.
- No sick leave, vacation, or credit toward merit increases will be earned by an employee for the time the employee is on leave without pay.

Rehiring a Terminated Employee

A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements, with the exception of an Employee returning to work directly from COBRA coverage. This Employee does not have to satisfy the employment Waiting Period or Pre-Existing Conditions provision.

Termination of Dependent Coverage

A Covered Dependent's Coverage will terminate immediately upon termination of This Plan or on the date indicated in the GENERAL INFORMATION section, after the occurrence of the first of the following events:

1. When the coverage of the Covered Employee is terminated;
2. When the Covered Employee ceases to make the required contributions for the Dependent;
3. When the Covered Employee ceases to be in a class of employees eligible for Dependent Coverage;
4. When any Dependent ceases to meet the requirements of an Eligible Dependent, except as specified below and in the COVERAGE AFTER TERMINATION provision;
5. When such Dependent enters the military, naval or air force of any country or international organization on a full-time active duty basis other than scheduled drills or other training not exceeding one month in any Calendar Year;
6. When such Dependent becomes a Covered Employee;
7. When such Dependent ceases to maintain full-time residency in the United States of America; or
8. When Dependent Coverage is discontinued under This Plan.

Extended Coverage for Dependent Children

A child age twenty-six (26) and older who is physically handicapped or intellectually disabled may qualify for coverage beyond the age when other dependent coverage would end as long as ALL the following requirements are met:

1. The child is severely disabled by prolonged physical or mental incapacity;
2. The child became disabled prior to reaching age twenty-six (26);
3. The child was covered by The Plan prior to reaching age twenty-six (26), or, if older than age twenty-six (26), loses coverage under a parent's plan. In the event of loss of coverage, proof of coverage must be provided;
4. The child is unmarried and the Covered Employee provides more than 50% of his or her support because he or she is unable to earn a living due to intellectual disability or physical handicap.

For the dependent child to qualify, notice must be given to the Third Party Administrator within thirty-one (31) days after the date dependent coverage would normally end.

The extension of coverage will continue as long as the incapacity continues, the Covered Employee maintains dependent coverage, and This Plan remains in full force and effect. Proof of handicap may be required periodically.

Children who become disabled after age twenty-six (26) are not eligible for coverage.

Coverage After Termination

Continuation of Coverage – Consolidated Omnibus Budget Reconciliation Act (COBRA)

(Plans with 20 or more employees)

A Covered Person whose coverage has been terminated for any qualifying event enumerated below has the right to continue coverage for all benefits of This Plan if covered for such benefits on the day immediately preceding the termination date. The time period for which the continuation is available is indicated on the following pages in conjunction with the corresponding qualifying event.

If Continuation of Coverage is elected, coverage will continue as though termination of employment or loss of eligible status had not occurred. Any accumulation of deductibles or benefits paid prior to termination or loss of eligibility, which had been credited toward any deductible or maximum benefit of This Plan, will be retained.

Also, no new or additional waiting period, pre-existing condition limitations or evidence of good health requirements will apply. If any changes are made to the coverage for employees in Active Service, the coverage provided to individuals under this continuation provision will be similarly modified.

Qualifying Events

An EIGHTEEN (18) MONTH continuation is available to Covered Employees and/or Covered Dependents if any one of the following qualifying events occurs:

1. A Covered Employee's termination of employment for any reason except gross misconduct; or
2. A Covered Employee's loss of eligibility to participate due to reduced work hours.

A TWENTY-NINE (29) MONTH continuation shall be available to all qualified beneficiaries if a Covered Person is disabled, per a determination under the Social Security Act, within sixty (60) days of the Covered Employee's termination of employment or reduction in work hours.

The Covered Person must provide the Plan Sponsor with notice of the disability within sixty (60) days of the determination of the disability by Social Security and before the end of the original eighteen (18) month COBRA coverage period. The Covered Person must notify the Plan Sponsor of a determination by Social Security that the individual is no longer disabled within thirty (30) days of such determination.

A THIRTY-SIX (36) MONTH continuation shall be available to a Covered Dependent spouse and/or child if any one of the following qualifying events occurs:

1. A Covered Employee's death;
2. Divorce or legal separation from a Covered Employee;
3. A Covered Dependent child's loss of eligibility to participate due to age; or
4. A Covered Dependent's loss of eligibility to participate in This Plan due to the Covered

Employee becoming covered by Medicare as a result of Total Disability or choosing Medicare in place of This Plan at age sixty-five (65).

If any employee becomes covered by Medicare, but no loss of coverage results for the employee or the Covered Dependents, and a subsequent qualifying event occurs, the duration of coverage for all qualified beneficiaries other than the Covered Employee must be at least thirty-six (36) months from the date on which the employee became covered by Medicare.

Notice of Continuation

A Covered Person has at least sixty (60) days from the date of loss of coverage as a result of a qualifying event or sixty (60) days from the date the Plan Sponsor mails or otherwise provides the Covered Person with a notification of the Covered Person's rights pursuant to a qualifying event to elect coverage. Payment of initial premium is not required until the forty-fifth (45th) day after the election. All payments for coverage after the date of election are subject to a thirty (30) day grace period.

The Covered Person is required to notify the Plan Sponsor within sixty (60) days of any qualifying event of which it would not otherwise be aware, such as divorce, legal separation, or loss of dependent status by a dependent child.

The Covered Person is required to notify the Plan Sponsor with all information needed to meet its obligation of providing notice and continuing coverage.

Cost of Continuation

Contact the Employer for details regarding the cost of continuation.

Termination of Continuation of Coverage

Continuation of Coverage shall not be provided beyond whichever of the following dates is first to occur:

1. The date the maximum continuation period expires from the corresponding qualifying event;
2. The date This Plan is terminated;
3. The date the individual failed to make the required contribution to continue coverage;
4. The date the individual becomes covered under any other group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition;
5. The date the individual becomes covered by Medicare (if the individual becomes covered by Medicare as a result of end stage renal disease, coverage will continue until the maximum continuation period expires for the corresponding qualifying event); or
6. In the month that begins more than thirty (30) days after a final determination has been made that an individual is no longer disabled.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the following circumstances. The rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

1. The maximum period of coverage of a person and the person's Dependents under such an election shall be the lesser of:
 - a. The twenty-four (24) month period beginning on the date on which the absence begins; or
 - b. The day after the date on which the person was required to apply for or return to a position
2. A person who elects to continue health plan coverage must pay up to 102% of the full contribution under the Plan, except a person on active duty for thirty (30) days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
3. An exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or Waiting Period may be imposed for coverage of Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed services.

In general, you must meet the same requirement for electing USERRA coverage as are required under COBRA continuation coverage requirements. Coverage elected under these circumstances is concurrent not cumulative. Only the Employee has election rights. Dependents do not have any independent right to elect USERRA health plan continuation.

Instructions for Submission of Claims

Be sure the bills submitted include all of the following:

1. Employee's name, social security number and home address;
2. Patient's name, social security number and date of birth;
3. Employer's Name;
4. Name and address of the Physician or Hospital
5. Physician's diagnosis;
6. Itemization of charges;
7. Date the Injury occurred or Illness began; and
8. Receipt for payment if reimbursement is to be made to the insured.

These items are REQUIRED in order to accurately pay claims. Certain claims may require additional information before being processed. Benefits payable under This Plan for any loss other than loss for which This Plan provides any periodic payment, will be paid immediately upon receipt of due written proof of such loss.

All payments will be issued directly to the provider of the service unless receipted bills showing payment has been made are submitted.

Please direct all claims and questions regarding claims to:

Core Administrative Services
PO Box 90
Macon, GA 31202-0090

478-741-3521
888-741-CORE (2673)

Every attempt will be made to help Covered Persons understand their benefits; however, any statement made by an employee of CAS or the Employer will be deemed a representation and not a warranty.

Actual benefit payment can only be determined at the time the claim is submitted and all facts are presented in writing. All benefit payments are governed by the provisions of the Summary Plan Description and Group Provisions pages.

If a definite answer to a specific question is required, please submit a written request, including all pertinent information and a statement from the attending Physician (if applicable), and a written reply will be sent, which will be kept on file.

Claim Provisions

Time Limit for Submitting Claims

Written proof of loss must be submitted within one (1) year of the date charges are incurred to be considered eligible for payment. Upon termination of the Employer's agreement with the Third Party Administrator (claims payer), written proof of loss must be submitted within ninety (90) days of the date the termination occurred to be considered eligible for payment. A charge will be deemed incurred on the date services are actually rendered or supplies are actually received.

If it was not reasonably possible to submit the claim in the time required, the claim will not be reduced or denied solely for this reason, if the claim is submitted as soon as reasonably possible. To be accepted, the claim must be submitted no later than one (1) year from the date of loss unless the Covered Person was legally incapacitated.

Right to Investigate Claims

The Plan Sponsor acting on their behalf retains the right to request any medical information from any provider of service it deems necessary to properly process a claim.

A Physician designated by the Plan Sponsor will have the right and opportunity to examine, at its expense, any person whose Illness or Injury is the basis for any claim, when and as often as reasonably required and, in the event of death, to make an autopsy, unless prohibited by law.

Claim Denial

In the event a claim is denied, in whole or in part, the Covered Person will be given written notice of the following:

1. The reason for denial;
2. Specific reference to Plan provisions on which the denial was based;
3. Any additional material or information needed for further review of the claim; and
4. An explanation of the review procedure.

Appeal

If a claim is denied, in whole or in part, the Covered Person may appeal the denial by making a written request to the Plan Sponsor for review within sixty (60) days after the denial is received. A Covered Person has the right to:

1. Review the Summary Plan Description, Group Provision Pages, and other papers affecting the claim (except information which a Physician does not wish to be made known to the claimant);
2. Argue against the denial in writing; and
3. Have a representative act on behalf of the Covered Person in the appeal.

Review

The decision on review shall be in writing and shall be made within sixty (60) days of the receipt of the request for review. The Plan Sponsor will have the final authority to determine participant and benefit eligibility under the terms of the Plan (but not under any stop-loss insurance contract). If the claim is denied upon review, the decision must include the following:

1. The specific reason for denial;
2. The decision must be written in a manner understandable to the Covered Person; and
3. The written denial will contain specific reference to the pertinent Plan provision upon which the decision was based.

Legal Actions

No action at law or in equity shall be brought to recover on This Plan prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of This Plan. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Coordination of Benefits

If a Covered Person is covered under more than one group plan, including This Plan and any other group medical benefits provided through or by the Employer, and one or more other plans, as defined below, the benefits will be coordinated. The benefits payable under This Plan for any Claim Determination Period, will be either its regular benefits or reduced benefits which when added to the benefits of the other plan, will equal no more than 100% of the Allowable Expenses, also defined below:

Coordination of Benefits Definitions

Allowable Expenses

Any Medically Necessary, Reasonable and Customary item of expense incurred by a Covered Person which is covered at least in part under This Plan.

Claim Determination Period

A Calendar or Plan Year or that portion of a Calendar or Plan Year during which the Covered Person for whom claim is made has been covered under This Plan.

Plan

Any Plan under which medical or dental benefits or services are provided by:

1. Group, blanket or franchise insurance coverage;
2. Preferred Provider Organization (PPO);
3. Wholly or partially self-insured or self-funded group plans;
4. Group coverage under labor-management trusted plans, union welfare plans, Employer organization plans or employee benefit organization plans;
5. Coverage, including Medicare, under governmental programs or coverage required or provided by a statute, or provided by or required by statute, including no-fault auto insurance. (Refer to the EFFECT OF MEDICARE provision for treatment of this coverage under This Plan).

Health Maintenance Organization Coverage

This Plan will not consider as an Allowable Expense any charge which would have been covered by a Health Maintenance Organization (HMO) had a Covered Person for whom the HMO would be primary payer, used the services of an HMO Participating Provider. Nor, will This Plan consider any charge in excess of what an HMO provider has agreed to accept as payment in full.

Order of Benefit Determination

When a claim is made, the primary plan pays its benefits without regard to any other plans. The secondary plan adjusts its benefits so that the total benefits available will not exceed the Allowable Expense. No plan pays more than it would without the Coordination of Benefits Provision.

A Plan without a Coordination of Benefits provision is always the Primary Plan. If all plans have such a provision:

1. The Plan covering the person directly, rather than as an Employee's Dependent, is primary and the others are secondary;
2. Dependent Children of parents not separated or divorced:
 - a. The Plan covering the parent whose birthday falls earlier in the year pays first. The Plan covering the parent whose birthday falls later in the year pays second;
 - b. If both parents have the same birthday, the Plan which covers the parent the longer period of time, pays first. However, if the other Plan does not have this rule but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
3. Dependent Children of separated or divorced parents: When parents are separated or divorced, their birthday rules do not apply. Instead:
 - a. The Plan of the parent with custody pays first;
 - b. The Plan of the spouse of the parent with custody (the step parent) pays next; and
 - c. The Plan of the parent without custody pays last.
 - d. Unless the divorce decree specifies order of benefit determination, in which case, the order will be determined by the divorce decree.
4. Active/Inactive Employee: The Plan covering a person as an employee who is neither laid off nor retired (or as that person's dependent) pays benefits first. The Plan covering that person as a laid off or retired employee (or as that person's dependent) pays benefits second. If both plans do not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
5. If none of the above rules determines the order of benefits, the Plan covering a person longer pays first. The Plan covering that person for the shorter time period pays second.

Recovery

If the amount of the payment made by This Plan is more than it should have paid, the Plan has the right to recover the excess from one or more of the following:

1. The person This Plan has paid or for which it has paid;
2. Insurance companies;
3. Other organizations.

Payment to Other Carriers

Whenever payments, which should have been made under This Plan in accordance with the above provisions, have been made under any other plan, This Plan will have the right exercisable alone and in its sole discretion to pay any organization making those payments any amounts it determines to be warranted in order to satisfy the intent of the above

provisions. Amounts paid in this manner will be considered to be benefits paid under This Plan and, to the extent of these payments, This Plan will be fully discharged from liability.

Release of Information

For the purposes of determining the applicability of and implementing the terms of the above provisions of This Plan or any similar provision of another plan, the Third Party Administrator may, without the consent of or notice to any Covered Person, release to or obtain from, any information concerning any Covered Person, which is necessary for those purposes.

Any person receiving benefits under This Plan must furnish to the Third Party Administrator information about other coverage which may be involved in applying this Coordination of Benefits provision.

If This Plan contains a prescription benefit, NO Coordination of Benefits will apply for Prescription Drug Coverage.

Effect of Medicare

THE FOLLOWING PROVISIONS APPLY TO THIS PLAN IF TWENTY (20) OR MORE EMPLOYEES ARE COVERED:

Active Employees and Spouses Age 65 and Older

When an Employee in Active Service who is age sixty-five (65) or older and when the Covered Dependent Spouse of any such Employee who is age sixty-five (65) or older becomes eligible for Medicare, the individual must choose one of the following options:

Primary coverage under This Plan (Under this option, benefits provided under This Plan will be paid without regard to Medicare); or

Sole coverage provided under Medicare (under this Option, coverage under This Plan will terminate).

If the individual does not choose one of the above options in writing, This Plan will be primary (option 1).

All Other Covered Persons Not in Active Service

For All Other Covered Persons who are not in Active Service and who are eligible for Medicare benefits under This Plan will be coordinated with the dollar amount that Medicare will pay.

A Covered Person who is eligible for Medicare will be considered to be covered for all benefits available under Medicare (Part A and Part B), regardless of whether or not the person has actually applied for Medicare coverage.

Your Prescription Drug Coverage and Medicare

On January 1, 2006, Medicare prescription drug coverage became available to everyone with Medicare. Your employer has determined that their plan's prescription drug coverage, on average and for all plan participants, is expected to pay out as much as the standard Medicare prescription drug coverage. Each year, prescription drug coverage is available to everyone with Medicare through a Medicare authorized prescription drug plan. All Medicare authorized prescription drug plans will provide at least a standard level of coverage set by Medicare. Some plans might also offer more coverage for a higher monthly premium.

Because you have existing prescription drug coverage that, on average, is as good as Medicare coverage, you can choose to join a Medicare prescription drug plan later. People with Medicare will have the opportunity to enroll in a Medicare prescription drug plan annually between October 15th and December 7th of each year.

If you drop your employer's coverage and enroll in a Medicare prescription drug plan, you may not be able to get your employer's coverage back later. You should compare your current coverage, including which drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area.

In addition, your current employer sponsored health coverage pays for other health expenses in addition to prescription drugs. If you enroll in a Medicare Part D prescription drug program and maintain your employer's sponsored health coverage, you will still be eligible to receive all of your current health and prescription drug benefits.

You should also know that if you drop or lose your coverage with your employer and don't enroll in Medicare prescription drug coverage after your employer's coverage ends, you may pay more to enroll in Medicare prescription drug coverage later. If you go sixty-three (63) days or longer without prescription drug coverage that is at least as good as Medicare's prescription drug coverage; your monthly premium will go up at least 1% per month for every month that you did not have that coverage. For example, if you go nineteen months without coverage, your premium will always be at least 19% higher than what most other people pay. You'll have to pay this higher premium as long as you have Medicare coverage. In addition, you may have to wait until the next November to enroll.

Disability Due to End Stage Renal Disease

If a Covered Person becomes eligible for benefits under Medicare as a result of disability due to End Stage Renal Disease and chooses to remain covered under This Plan, This Plan will pay its benefits first and Medicare will be the secondary payer for the first thirty (30) months of disability. After the initial thirty (30) months, Medicare will be the primary payer.

Plans with 100 or More Employees Covered

If a Covered Person becomes eligible for benefits under Medicare, as a result of a disability (other than End Stage Renal Disease) and chooses to remain Covered under This Plan, the benefits payable under This Plan will apply and This Plan will pay benefits first and Medicare will be the secondary payer.

For purposes of this provision, the term "disabled" will be the definition given by Social Security.

Special Enrollment Rights under CHIPRA

CHIPRA is an acronym for the Children's Health Insurance Program Reauthorization Act of 2009. This program extends and expands the Children's Health Insurance Program (CHIP).

If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan – as long as you and your dependents are eligible, but not already enrolled in the employer's plan. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.**

You may be eligible for assistance paying your employer health plan premiums. You should contact your State for further information on eligibility –

GEORGIA – Medicaid

Website: <http://dch.georgia.gov/>

Click on Programs, then Medicaid

Phone: 1-800-869-1150

For more information on special enrollment rights or to see other States, you can contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Ext. 61565

Subrogation

Immediately upon payment of any benefits under This Plan, This Plan shall be subrogated to all rights of recovery against any person or organization whose course of conduct or action caused, or contributed to the loss for which payment was made under This Plan.

The Covered Person and persons acting on his or her behalf shall do nothing to prejudice the Plan's subrogation rights and shall, when requested, provide the Plan with accident related information and cooperate with the Plan in the enforcement of its subrogation rights.

The Covered Person acknowledges that This Plan's Subrogation rights are a first priority claim against any potentially liable party to be paid before any other claim for the Covered Person's general damages, and This Plan shall be entitled to reimbursement even if the payments received by a Covered Person from a third party are insufficient to compensate a Covered Person in part or whole for all damages sustained.

For the purposes of this provision, a recovery which does not specify the matters covered shall be deemed to include a recovery for all expenses incurred to the extent of any actual loss due to the disability involved.

Rights of Recovery

In the event of any overpayment of benefits by This Plan, This Plan will have the right to recover the overpayment. If a Covered Person is paid a benefit greater than allowed in accordance with the provisions of This Plan, the Covered Person will be requested to refund the overpayment. If the refund is not received from the Covered Person, recovery procedures will be initiated. Similarly, if payment is made on the behalf of a Covered Person to a Hospital, Physician, or other provider of health care, and that payment is found to be an overpayment, the Plan will request a refund of the overpayment from the provider.

ERISA Rights of Covered Employees

As a participant in This Plan, Covered Persons are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) as amended. ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Sponsor's office and at other specified locations, such as worksites or 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.
2. Obtain, upon written request to the Plan Sponsor, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Sponsor may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report (if applicable). The Plan Sponsor is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of This Plan. The people who operate This 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 benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Sponsor 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 Plan Sponsor.

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. 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 the 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.

If you have any questions about your Plan, you should contact the Plan Sponsor. If you have any questions about this statement or about your rights under ERISA, you should contact the

nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Termination of The Plan

The Employer shall have the right, at any time, to terminate or amend This Plan. The Employer makes no promise to continue these benefits in the future and the right to future benefits will never vest. Upon termination, the rights of the Covered Persons to benefits are limited to claims incurred and due up to the date of termination.

Definitions

The following are definitions of the terms which appear in the booklet:

Accidental Injury

Bodily Injury sustained by a Covered Person as the result of an unforeseen event and which is the direct cause (independent of disease, bodily infirmity, or any other cause) for care which the Covered Person receives.

Active Service

A Covered Employee will be considered in Active Service:

1. On a day which is a scheduled work day if the Covered Employee is:
 - a. Performing in the customary manner all of the regular duties of the occupation on a full-time basis either at the customary place of employment or at some location to which travel is required; or
 - b. Absent solely by reason of vacation; or
2. On a day which is not a scheduled work day only if the Covered Employee was performing in the customary manner all of the regular duties of the occupation on the last preceding scheduled work day.

A Covered Dependent, other than a Newborn Child, will be considered in Active Service if on the day coverage would normally start, the Dependent is not confined for medical care or treatment (at home or elsewhere).

Allowable Expense

Any Medically Necessary expense incurred by a Covered Person which is covered at least in part under This Plan.

Ambulatory Surgical Facility

A specialized facility:

1. Where licensing of such facility is mandated by law, has been licensed by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which it is located; or
2. Where licensing of such facility is not mandated by law, meets all of the following requirements:
 - a. It is established, equipped and operated primarily for the purpose of performing surgical procedures;
 - b. It is operated under the supervision of a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) who is devoting full-time to such supervision and permits a surgical procedure to be performed only by a duly qualified Physician who, at the time the procedure is performed, is privileged to perform such procedure in at least one Hospital in the area; and
 - c. It is other than a private office or clinic of one or more Physicians.

Annual Open Enrollment

The thirty (30) day period of time prior to the Plan Renewal Date in which all Eligible Employees may make changes to their Coverage by adding or deleting Coverage for themselves or their Dependents.

Late Enrollees to This Plan (age nineteen(19) and older) will have a Pre-existing Condition period of eighteen (18) months, after which time, the condition will be covered the same as any other eligible medical expense as stated.

Upon receipt of a certificate of Creditable Coverage, any prior comparable coverage will offset the eighteen (18) month Pre-existing Condition period, month for month, provided there is not a break in coverage longer than sixty-two (62) days.

Calendar Year

The twelve (12) month period of January 1 through December 31 inclusive.

Chemical Dependency / Alcoholism

Physically and/or emotionally dependent on drugs, narcotics, alcohol or other addictive substances to a debilitating degree.

Close Relative

Any person that is immediately related to the insured (i.e. mother, father, brother, sister, spouse, or child) or directly related to the insured (i.e. aunt, uncle, grandparent, or cousin). Persons living in the insured's household such as domestic partners and/or significant others are also included.

Coinurance

See *Plan Payment Provisions* Section.

Complications of Pregnancy

Conditions with diagnosis distinct from pregnancy, but which may be caused by or be adversely affected by pregnancy. Complications include but are not limited to the following:

- Acute Nephritis
- Nephrosis
- Cardiac decompensation
- Missed Abortion
- Pre-eclampsia
- Intrauterine fetal growth retardation
- Ectopic pregnancies.

Convalescent Care Facility

May also be known as a Skilled Nursing Facility or Rehabilitative Center.

An institution, or a distinct part thereof, which is operated primarily for the purpose of providing inpatient Hospital, rehabilitative care, and treatment for individuals convalescing from an Injury or Illness, and:

1. Is established and operated in accordance with applicable laws in the jurisdiction in accordance with applicable laws in the jurisdiction in which it is located or is licensed and/or approved by the regulatory authority having responsibility for licensing under the law;
2. Provides appropriate methods of dispensing and administering drugs and medicines; and
3. Has transfer arrangements with one or more Hospitals.

It does not include institutions which provide only minimal care, Custodial Care, ambulatory or part-time care services or an institution which primarily provides treatment of Mental / Nervous Conditions, Chemical Dependency / Alcoholism or tuberculosis.

Covered Dependent

Any eligible dependent whose coverage became effective and has not terminated.

Covered Employee

Any eligible Employee whose coverage became effective and has not terminated.

Creditable Coverage

Creditable Coverage is the period of time that an individual has been covered by any of the following medical programs:

- The ERISA Plan in question;
- Another Group Health Plan;
- Non-Group or individual health insurance coverage issued by a state regulated insurer (including Blue Cross type plans) or an HMO;
- Medicare (Part A or Part B);
- Medicaid;
- The Active Military Health Program
- The Civilian Health and Medical Care Program for Uniform Services ("CHAMPUS");
- American Indian Health Care Programs;
- A State health benefits risk pool
- The Federal Employees Health Plan;
- A "public health plan"; or
- The Peace Corp Health Program.

Custodial Care

Any room and board nursing services, and other institutional services that are primarily for daily living maintenance, even though the person is receiving medical services, when these services cannot reasonably be expected to substantially improve a medical condition.

Durable Medical Equipment

The least costly appropriate type of equipment prescribed by the attending Physician which:

1. Is Medically Necessary;
2. Is not primarily and customarily used for non-medical purposes (personal comfort, exercise or convenience);
3. Is designed for prolonged use (with the exception of consumable supplies);
4. Is for a specific therapeutic purpose in the treatment of an Illness or Injury;
5. Is not classified as laboratory equipment (e.g. glucose meters); and
6. Would have been covered if provided in a Hospital.

Essential Health Benefit

Includes the following service categories:

- Ambulatory patient services
- Emergency services
- Hospitalization
- Laboratory services
- Maternity and newborn care
- Mental health and substance use disorder services, including behavioral health treatment
- Pediatric services, including oral and vision care
- Prescription drugs
- Preventive and wellness services and chronic disease management
- Rehabilitative and habilitative services and devices

Experimental

Any treatment, procedure, facility, equipment, drugs, drug usage or supplies not yet recognized by This Plan and any such items requiring federal or other governmental agency approval not granted at the time services were rendered, or services and supplies which are not in accordance with generally accepted professional medical or dental standards or with the generally accepted methods of treatment.

Fiduciary

The person or organization that has the authority to control and manage the operation and administration of the Plan. The Fiduciary has discretionary authority to determine eligibility for benefits or to construe the terms of This Plan. The named Fiduciary for This Plan is the Employer.

Home Health Care

An agency or organization which provides a program of Home Health Care and is established and operated in accordance with the applicable laws in the jurisdiction licensed and approved by the regulatory authority having responsibility for licensing under the law.

Hospice Care

A program of care which provides pain free and alert existence for the terminally ill patient during the last months of life, while actively including the family in the care. The program can accomplish the above through inpatient care or home care, but emphasizes home care.

Hospital

An institution licensed as a Hospital and accredited by the Joint Commission on the Accreditation of Hospitals, American Osteopathic Association or Commission of Rehabilitative Facilities which:

1. Is primarily engaged in providing acute care and treatment of ill or injured persons on an inpatient basis;
2. Is under the supervision of one or more Physicians;
3. Maintains twenty-four (24) hour nursing service; and
4. Has organized facilities for laboratory and diagnostic work and major surgery.

However, an institution specializing in the care and treatment of Mental / Nervous Conditions, which would qualify as a Hospital, except that it lacks organized facilities on its premises for major surgery, shall nevertheless be deemed a Hospital.

"Hospital" shall also include a residential treatment facility specializing in the care and treatment of Chemical Dependency / Alcoholism, provided such facility is duly licensed if licensing is required by law in the jurisdiction where it is located, or otherwise lawfully operated if licensing is not required.

In NO EVENT, however, shall "Hospital" include an institution which is (other than incidentally) a rest home, a nursing home, or a home for the aged, place for Custodial Care, educational facility, home for the handicapped, or a rehabilitative facility unless such rehabilitation is specifically for treatment of a physical disability.

Illness

Bodily disorder, infection or disease and all related symptoms and recurrent conditions resulting from the same causes and including Complications of Pregnancy.

Injury

Physical harm sustained as the direct result of an accident, affected solely through external means and all related symptoms and recurrent conditions resulting from that same accident.

Intensive Care Unit

A section, ward or wing within the Hospital which is separated from other Hospital facilities, and:

1. Is operated exclusively for the purpose of providing professional care and treatment for critically ill patients;
2. Has special supplies and equipment, necessary for such care and treatment, available on a standby basis for immediate use; and
3. Provides room and board and constant observation and care by Registered Graduate Nurses (R.N.s) or other specially trained Hospital personnel;

excluding any Hospital facility maintained for the purpose of providing normal post-operative recovery treatment or service.

Medical Emergency

A severe Illness or Injury which:

1. Results in symptoms which occur suddenly and unexpectedly; and
2. Requires immediate Physician care to prevent death or serious impairment of the Covered Person's health.

Medically Necessary / Medical Necessity

Services and supplies which are determined by the Employer, or its authorized agent to:

1. Be appropriate and necessary for the symptoms and diagnosis and treatment of a medical condition;
2. Be in accordance with standards of good medical practice, within the organized medical community;
3. Not be solely for the convenience of the patient, Physician or other health care provider; and
4. Be the most appropriate supply or level of service which can be safely provided.

For hospitalizations, this means that acute care as an inpatient is necessary due to the kind of services the Covered Person is receiving or the severity of the Covered Person's medical condition, and that safe and adequate medical care cannot be received as an outpatient or in a less intensified medical setting.

Just because the service is prescribed by a Physician does NOT mean the service is Medically Necessary. In an effort to make treatment convenient, to follow the wishes of the patient or the patient's family, to investigate the use of unproven treatment methods, or to comply with local Hospital practices, a Physician may suggest or permit a method of providing care that is not Medically Necessary.

Charges which are determined not to be Medically Necessary shall not be covered and no benefits will be payable for such charges. This will include, but is not limited to, services which are determined in a retrospective review and audit not to have been Medically Necessary.

Medicare

Part A and Part B of the insurance program established by Title XVIII, United States Social Security Act, as amended, 42 U.S.C. Sections 1394, et seq.

Mental/Nervous Condition

This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality or mood disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems and eating disorders such as anorexia and bulimia.

This is intended to include disorders, conditions and Illnesses listed in the Diagnostic and Statistical Manual of Mental Disorders.

Participating Employer

The Plan Sponsor and any Employer included in the "List of Participating Employers."

Physician

A licensed Doctor of Medicine (M.D.), Osteopathy (D.O.), Dentistry, Podiatry and Chiropractic providing a covered Service and acting within the scope of his/her license, who is not a member of the patient's immediate family.

Plan Sponsor

The person/organization responsible for the day-to-day functions and management of This Plan. The Plan Sponsor may employ persons or firms to process claims and perform other Plan connected services.

The Plan Sponsor is the named Plan Administrator within the meaning of Section 414(g) of the Internal Revenue Code of 1986, as amended, and is the named Administrator with the meaning of Section 3(16)(a) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

The Plan Sponsor is:
City of Sylvania
104 South Main Street
Sylvania, GA 30467
912-564-7411

Plan Year

The Plan Year for This Plan is January 1 through December 31.

The twelve (12) consecutive month period beginning on the Plan effective date and renewing on the same date each subsequent year.

Reasonable and Customary Charges

The most frequent charges which an individual Physician charges to the majority of patients for a given procedure. These charges must be within the range of fees charged by most Physicians of similar training and experience in a given geographical area for this same procedure, with consideration given to unusual circumstances involving medical complications requiring additional time, skill and experience.

Special Enrollee

An Eligible Employee or an Eligible Dependent who refused coverage at the time it was originally offered because he or she had other Creditable Coverage, but whose other Creditable Coverage has terminated due to exhausting COBRA Coverage or by losing eligibility due to certain specified reasons (e.g., divorce, death). In addition, a Special Enrollee includes new Dependents due to birth, adoption or marriage.

Special Enrollment Period

The thirty (30) day period of time surrounding a loss of other Coverage for a Special Enrollee, or the thirty (30) day period of time after a Dependent is acquired due to birth, adoption or marriage, during which a Special Enrollee may request Coverage under This Plan.

Third Party Administrator

The person/organization hired by the Plan sponsor in connection with the operation of This Plan and performing such functions, as processing and payment of claims, as may be delegated to it.

The Third Party Administrator is:
Core Administrative Services
PO Box 90
Macon, GA 31202-0090
478-741-3521 or 888-741-CORE (2673)

This Plan / Plan

The Plan of benefits as contained in the Summary Plan Description and Group Provision Pages, and any agreements, schedules and amendments endorsed by the Employer, Participating Employer or Plan Sponsor.

Total Disability or Totally Disabled

A Covered Employee will be considered Totally Disabled during any period when the Employee is completely unable to perform the duties of the employee's occupation or work at any other gainful occupation. This definition is intended to correspond with Social Security's definition of Total Disability.

A Covered Dependent will be considered Totally Disabled during any period when, as a result of Injury or Illness, the Dependent is confined as a bed patient in a Hospital and is completely unable to engage in the normal activities of a person of the same age and gender.

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References

¹29 CFR 2520.102-3

(Contents of Summary Plan Description)

²29 CFR Chapter XXV

45 CFR Subtitle A

(Coverage for Breast Reconstruction and Related Services After a Mastectomy; Proposed Rule [05/28/1999])

³26 CFR Part 54,

29 CFR Part 2590,

45 CFR Part 144, 146 & 148

(Group Health Plans and Health Insurance Issuers Under Newborns' and Mothers' Health Protection Act; Joint Interim Rule [10/27/1998])

⁴26 CFR Part 54,

29 CFR Part 2590,

45 CFR 146.111

(Health Insurance Portability for Group Health Plans; Interim Rules and Proposed Rule [04/08/1997])

⁵29 CFR Part 2590

45 CFR Part 303

(National Medical Support Notice [11/15/1999])

⁶29 CFR Part 825

(Family Medical Leave Act 1993)