



# MEADOWS

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REGIONAL MEDICAL CENTER

**For Life!**

**EMPLOYEE HEALTH CARE PLAN**

**Summary Plan Description**

**For coverage effective January 1, 2012**

**Health Insurance  
Table of Contents**

<b>Section Title</b>	<b>Page Number</b>
Adoption Agreement and Elections	3
Summary Plan Description	4
Introduction	5
Comprehensive Medical Expense Benefits	7
Medical Schedule of Benefits	8
LifeStyles – Health Incentive Program	12
Plan Payment Provisions – Medical	14
General Limitations and Exclusions – Medical	36
Comprehensive Dental Expense Benefits	39
Dental Schedule of Benefits	41
Plan Payment Provisions – Dental	42
General Limitations and Exclusions – Dental	44
Comprehensive Vision Expense Benefits	46
Vision Schedule of Benefits	47
Plan Payment Provisions – Vision	48
General Limitations and Exclusions – Vision	50
Prescription Drug Expense Benefit	53
Prescription Drug Coverage	54
Pre-Notification Requirements	57
Eligibility and Effective Date of Coverage	61
Termination Date of Coverage	65
Coverage After Termination	68
Instructions for Submission of Claims	71
Claim Provisions	72
Coordination of Benefits	74
Effect of Medicare	77
Special Enrollment Rights under CHIPRA	79
Subrogation	80
Rights of Recovery	81
ERISA Rights of Covered Employees	82
Notice of Privacy Practices	84
Termination of The Plan	90
Definitions	91
Index	98
References	104

**EMPLOYEE HEALTH CARE PLAN  
OF  
MEADOWS REGIONAL MEDICAL CENTER, INC.**

**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.

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 are:

1. Memorial Health Partners (MHP)
2. Meadows Regional Medical Center employed physicians

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Health Insurance  
Summary Plan Description**

<b>Name of Plan:</b>	Meadows Regional Medical Center, Inc. Employee Health Plan
<b>Type of Plan:</b>	Self-Insured Welfare Plan providing health and prescription benefits.
<b>Type of Administration:</b>	Contract Administration with the Third Party Administrator.
<b>Address of the Plan:</b>	P.O. Box 1048 Vidalia, GA 30475-1048
<b>Plan Number:</b>	502
<b>Group Number:</b>	500
<b>Plan Sponsor:</b>	Meadows Regional Medical Center, Inc.
<b>Federal Tax ID#:</b>	58-2044503
<b>Plan Effective Date:</b>	December 1, 1988
<b>Plan Renewal Date:</b>	January 1st
<b>Plan Fiscal Year Ends:</b>	December 31st
<b>Third Party Administrator:</b>	Core Administrative Services, Inc. (CAS) P.O. Box 90 Macon, GA 31202-0090 (478) 741-3521 (888) 741-2673
<b>Named Fiduciary:</b>	Meadows Regional Medical Center, Inc.
<b>Agent for Service of Legal Process:</b>	Meadows Regional Medical Center, Inc.
<b>Waiting Period:</b>	No waiting period for a Physician. For any other Employee, 30 days of continuous employment following the date of hire, unless waived by the Employer's President and CEO
<b>Effective Date of Coverage:</b>	First of the month following the waiting period, unless waived by the Employer's President and CEO.
<b>Termination Date of Coverage:</b>	The day of the month termination is effective.
<b>Contributions:</b>	Both Employer and Employee contribute towards coverage.

## **Introduction**

This Employer has retained the services of an independent Third Party Administrator, Core Administrative Services, Inc. (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.<sup>1</sup>

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 you have any questions concerning your eligibility or benefits please contact:

Core Administrative Services, Inc.

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 – Medical)

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

## Medical Schedule of Benefits

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 seventy-two (72) hours of accident;
2. The first \$500 is paid at 100%, \* waiving the deductible;
3. Charges incurred for accident expenses in excess of \$500 are subject to deductible, then payable at In-Network Rate

### **Calendar Year Deductible**

Individual	\$2,250
Family	\$4,250

Per Admission:

@ MRMC	\$ 250
@ Memorial	\$ 750 <sup>1 2</sup>
@ Out-of-Network facility	\$2,000
Emergency Room per visit	\$ 250 <sup>3</sup>

The Individual deductible applies to Employee, Spouse, and Dependent children age 19 and over. A \$1,000 deductible will apply to each Dependent child age 18 and under.

Refer to *LifeStyles – Health Incentive Program* under Plan Payment Provisions section for details about earning credit(s) to apply to the deductible.

### **Calendar Year Out of Pocket Maximum – (includes coinsurance; EXCLUDES deductible)**

In-Network	
Per Person	\$4,500
Family	\$9,000
Out-of-Network	No Limit

### **Chemical Dependency / Alcoholism**

*Inpatient:* Payable as any other benefit

*Outpatient:* Payable as any other benefit

<sup>1</sup> \$250 per admission deductible if services are unavailable at MRMC

<sup>2</sup> If services are available at MRMC

<sup>3</sup> Waived if an accident, admitted within twenty-four (24) hours, or true emergency per HCPCS/CPT E&M code levels 4 or 5.



**Chiropractic Care / Spinal Manipulation Treatment**

50% of eligible expenses with maximum of \$20 payable per visit and twenty-five (25) visits per calendar year (Includes all charges performed in the office.)

**Coinsurance**

The coinsurance for this plan is as follows:

MRMC Facility	80% <sup>4</sup>
MHP Providers	80% <sup>6</sup>
Out-of-Network	50%

**Diagnostic Procedures<sup>5</sup>**

MRMC Facility	80% <sup>4</sup>
MRMC Doctors	80%
MHP Providers	60% <sup>6</sup>
Out-of-Network	50%

**Convalescent Care Facility**

*Maximum thirty (30) days per Calendar Year.*

Not to exceed the cost of a semi-private room in the facility. Confinement in a legally qualified Convalescent Care Facility.

**Emergency Room Services**

*For Accident Related Services see Accident Expense.*

Non-Accident related expenses are subject to the deductibles and applicable coinsurance.

**Hospital Services – Pre-certification required**

Failure to pre-certify will result in denial of claim.

**LifeStyles – Health Incentive Program**

Participation in the LifeStyles Health Incentive Program is voluntary. A Health Risk Assessment (HRA) is required in order for employees, their spouse, and their dependent children (age 19 and above) to qualify for incentive credits. These incentives are specific to your medical plan – and are not cash awards. The earned credits apply to the individual deductible. Only the credits earned by the employee will be applied toward the family deductible.

Refer to *LifeStyles – Health Incentive Program* section for details about earning credit(s) to apply to the deductible.

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<sup>4</sup> Self-pay portion to be discounted 60% after insurance pays; subject to certain restrictions for services incurred at MRMC Hospital only.

<sup>5</sup> Limited to laboratory, radiology, cardiac catheterization, endoscopy services.

<sup>6</sup> Eligible services billed by a MHP provider and performed at MRMC, will be considered at the MRMC coinsurance level.

**Lifetime Maximum Benefit**

*There is no Lifetime Maximum on Essential Health Benefits.*

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

**Mental / Nervous Conditions**

*Inpatient: Payable as any other benefit*

*Outpatient: Payable as any other benefit*

**Network**

The Network for this Plan is: Memorial Health Partners (MHP)

**Please be advised: Only MRMC and Memorial are considered to be In-Network Hospital Facilities, The Endoscopy Center of Southeast Georgia is the only In-Network Outpatient Facility.**

**Prescription Drug Benefit Co-Pays**

Retail purchases and mail order allowed if hospital pharmacy cannot fill prescription or by patient choice.

The greater of the flat dollar co-payment or coinsurance:

	<b>MRMC PHARMACY</b>	<b>RETAIL PHARMACY</b>	<b>MAIL ORDER</b>
Day Supply	30, 60, or 90	30 (only)	60, 90
Generic	\$5	\$10	\$20
Preferred brand	\$10 or 25%	\$20 or 25%	\$40 or 25%
Non-preferred brand	\$20 or 50%	\$30 or 50%	\$60 or 50%

**Physician / Specialist Co-Pay**

*This is not an applicable benefit under This Plan.*

**Podiatry**

*This is a Covered Expense under This Plan.*

Refer to Podiatry under Plan Payment Provisions section.

**Routine Physical Exams**

*This is a Covered Expense under This Plan.*

Eligible expenses will be paid at 100% when incurred at an in-network provider; not subject to co-pay or annual deductible. Eligible expenses incurred at an out-of-network provider, will be subject to out-of-network calendar year deductible and coinsurance levels.

Annual Mammograms for all females, when rendered at an in-network facility, will be payable at 100%; not subject to co-pay or annual deductible. If the (routine) mammogram is performed at MRMC, the radiologist’s bill for reading the mammogram (as long as he or she is in-network) should be paid at 100% up to the routine benefit limit (not subject to annual deductible and co-pay).

For males age forty (40) and over, Annual Prostate Screening Antigens (PSA) tests when performed at an in-network facility, will be payable at 100%; not subject to co-pay or annual deductible.

Refer to Routine Physical Exams under Plan Payment Provisions section.

**Temporomandibular Joint Dysfunction**

*This is a Covered Expense under This Plan.*

Lifetime maximum payable benefits of \$1,000 per individual.

**Well Baby Care**

*This is a Covered Expense under This Plan.*

Refer to Well Baby Care under Plan Payment Provisions section.

## LifeStyles – Health Incentive Program

The LifeStyles program focuses on five defined health benchmarks: body mass index (BMI), blood pressure, cholesterol, diabetes management, and non-nicotine use. All five of the chosen categories, if unmanaged, may result in dramatic health issues and extensive health costs.

### Health Incentive Program details

Employees, their spouse, and their dependent children (age 19 and above) elect to take a voluntary health risk assessment (HRA) to see if they meet specific health benchmarks:

- Blood Pressure Reading:  $\leq 140/90$
- Cholesterol:  $\leq 200$
- Body Mass Index (BMI):  $\leq 30.0$
- Tobacco/Nicotine levels: Negative
- Diabetic Management: Compliant in below category
  - Type I diabetic Hemoglobin A1c (HbA1c)  $\leq 7.6$
  - Type II diabetic Hemoglobin A1c (HbA1c)  $\leq 7.0$
  - Non-diabetic Hemoglobin A1c (HbA1c)  $\leq 6.0$

### Health Plan Deductible Credits

Health Plan Deductible Credits are available to employees, their spouse, and their dependent children (who are age 19 or above on the plan's effective date) covered under the plan. For each benchmark met, a \$250 credit will be applied to their individual deductible, giving each individual the potential to earn up to \$1,250 in credits to reduce their deductible.

*If an employee and/or dependent are genetically (or otherwise) predisposed and they minimize their risk by taking prescribed medications that bring their test results to desired levels, they can still be awarded the health incentive credit(s).*

An employee and their covered dependents may have different deductibles based on the credits each can earn. Dependent children age 18 or under (on the plan's effective date) will automatically have their deductible lowered to the \$1,000 minimum.

Each plan year consists of a window of opportunity to complete the HRA. If the employee and/or their covered dependent neglects to complete the HRA within the allotted time (see below Health Risk Assessment details) or they do not meet the required benchmark, they will be ineligible for the deductible credit(s) for the remaining plan year and will have to wait until the next plan year to re-quality.

### **If all Health Incentive credits applied, deductible can be as low as:**

Individual	\$1,000
Family **	\$3,000

\*\* Family credits are based on the employee's credits only.

### Health Risk Assessment details

HRAs are conducted each plan year during an eligibility period for members with a January 1<sup>st</sup> effective date (the dates to be communicated by MRMC Human Resources). Anyone who is added to the plan mid-year (after the January 1<sup>st</sup> plan effective date – e.g., new hire, addition of dependent, etc.) must complete the HRA within ninety (90) days of addition to the Plan.

HRAs are performed in the office of the Core nurse located in the Clark Building (504 Maple Drive, Vidalia, GA 30474). **It is the participants' responsibility to contact Debbie Horton, RN, to schedule their assessment.**

The HRA will consist of:

1. Assessment of height, weight, blood pressure
2. Personal Health Survey
3. Blood Work (Hemoglobin A1c and Lipid Panel)

This is a fasting assessment; therefore, do not eat or drink anything after midnight before having the assessment performed. However, if you are taking medication for blood pressure or diabetes on a regular basis, it is permissible to take your medication with a sip of water.

*The complete LifeStyle Management Program guidelines are available on the MRMC Policy Share Drive. Contact your Human Resources Department for access.*

## **Plan Payment Provisions – Medical**

This Plan will pay the percentages shown in the Medical Schedule of Benefits for eligible expenses, based on negotiated fees for in-network services or Reasonable and Customary fees for services rendered out-of-network or when no network is in place, once the deductible has been met, unless otherwise marked by an asterisk ( \* ) which means the deductible is waived.

### **Abortions, 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.

### **Abortions, Medically Necessary**

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

### **Accident Expense \***

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

### **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**

*See Chemical Dependency / Alcoholism.*

### **Ambulance, Air**

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 Large Case Management.

### **Ambulance, Ground**

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**

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**

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.

See also #12 under “General Limitations and Exclusions – Medical.”

**Behavioral Modification**

See specific treatment, therapy or program.

**Birth Control, Prescriptions**

See *Prescription Drug Coverage*.

**Birth Control, Procedure**

Any device or procedure that requires a prescription or fitting by a Physician.

See also *Prescription Drug Coverage* and *Sterilization*.

**Blood and Blood Derivatives**

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 Individual 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. See Medical Schedule of Benefits for applicable deductible amounts.

See also *LifeStyles – Health Incentive Program*.

### **Calendar Year Family Deductible**

Based on the Covered Expenses of the collective members of a family rather than one individual. Once the amount listed in the Medical Schedule of Benefits is met, the family deductible will be considered satisfied for the remainder of that Calendar Year.

See also *LifeStyles – Health Incentive Program*.

### **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.

When two (2) Covered Participants have each satisfied the Calendar Year Out of Pocket Amount during one Calendar Year, the Family Calendar Year Out of Pocket Maximum will be considered satisfied for the remainder of that Calendar Year. Refer to Medical Schedule of Benefits for applicable amounts.

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

### **Cataract Surgery, Eye Wear Afterwards**

Initial purchase of contact lenses or eyeglasses (but not both) if required as a result of cataract surgery.

### **Chemical Dependency / Alcoholism**

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**

Treatment of disease by means of chemical substances or drugs.

See also *Prescription Drug Coverage*.

### **Chiropractic Care**

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**

*This is NOT a Covered Expense under This Plan.*

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

### **Circumcision, Penal – Newborn**

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

### **Coinsurance**

Coinsurance is the percent that the Plan pays for a Covered Expense after any applicable Deductible has been satisfied.

### **Co-Payment**

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

### **Convalescent Care Facility**

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**

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 – Medical**

See *Calendar Year Deductible*.

### **Deductible Carry-Over Provision – Medical**

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**

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

### **Drugs – Prescription**

See *Prescription Drug Coverage*.

### **Durable Medical Equipment**

Rental, not to exceed the purchase price (or less costly, purchase) of a Hospital bed,

wheelchair, and similar Medically Necessary Durable Medical Equipment when prescribed by a licensed Physician. It is recommended that you obtain prior approval.

### **Eating Disorders**

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.*

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. All initial educational services must be provided by a Certified Diabetes Educator.

### **Emergency Room Services**

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 Workers' 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**

*See Immunizations.*

### **Foreign Assignments**

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**

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

### **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**

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 healthcare agency and delivered by one of the following health professionals would be covered:

1. Registered Nurse (RN);
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.

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:

1. Prescribed Drugs;
2. Medical Supplies prescribed by a physician;
3. Related pharmaceutical services; and

4. 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**

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 only 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 eight (8) hours a 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**

All Hospital Admissions must be medically necessary.

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

### **Hospital Services**

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).

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.*

Immunizations required for foreign travel are not covered.

### **Incapacitated Child Provision**

The child must be:

1. Unmarried and incapable of self-sustaining employment because of intellectual disability or physical disability; 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.

### **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.

### **Mammogram**

One routine mammogram procedure per calendar year. Additional Mammogram procedures will be covered only if determined to be Medically Necessary.

See also *Routine Physical Exam* for detailed coverage limits.

### **Mastectomy**

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.<sup>2</sup>

### **Maternity Expenses**

Maternity Benefits are available for the Covered Employee or Covered Spouse Only. Covered Dependent Children have no Maternity benefits. Under 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 CAS 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.<sup>3</sup>

### **Mental / Nervous Conditions**

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.

### **Network**

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 the Medical Schedule of Benefits for the applicable

Reimbursement Rates. A complete list of providers within the Network may be obtained from CAS at no charge or you may search with CoreLink through the Online Services section at [www.corehealthbenefits.com](http://www.corehealthbenefits.com).

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. It is the member's responsibility to assure that their provider is in the Plan's Network. Out-of-Network providers will only be considered eligible for the in-network level of benefits in emergency situations or when approved by the Third Party Administrator.

### **Newborn Expenses**

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. (Enrollment card 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, from birth until discharge, 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 baby's coverage.

### **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 or any complications that occur as the result of any of the above services.

### **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**

Oxygen and its administration when prescribed by a licensed Physician.

**Pap Smears**

*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**

*This is NOT a Covered Expense under This Plan.*

**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**

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**

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

## **Pre-Existing Conditions**<sup>4</sup>

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.

## **Preventive Care**<sup>5</sup>

As required by the Patient Protection Affordable Care Act (PPACA), Covered Participants are not responsible for paying for eligible preventive care services received from an in-network/participating provider. These eligible preventive care services will be paid by The Plan at 100%, no deductible. Such services include:

- Evidence-based recommended items or services of the United States Preventive Services Task Force (USPSTF) with a rating of "A" or "B";
- Immunizations recommended from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC); and
- Evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) for infants, children, adolescents and women.

**Note:** Recommended ages and populations vary for the services listed above. In addition, eligible preventive care services received from an out-of-network/non-participating provider will not be covered.

Providers are legally required to code and bill accurately for services they provide to patients. Covered services are paid based on the billing codes used by the Covered Participant's provider on the claim submitted to the medical Claims Administrator for payment. Therefore, the Covered Participants may be responsible for a portion of the preventive care visit when:

- the service is not billed as preventive care (including those that may have been received at the same time as the Covered Participant's preventive care visit);
- the Covered Participant does not meet the criteria (based on age or population) for the recommendation or guideline for the preventive care service; or
- the preventive care service was received from an out-of-network/non-participating provider.

#### Covered Preventive Services for Adults

- Abdominal Aortic Aneurysm one-time screening for men of specified ages who have ever smoked
- Alcohol Misuse screening and counseling
- Aspirin use for men and women of certain ages
- Blood Pressure screening for all adults
- Cholesterol screening for adults of certain ages or at higher risk
- Colorectal Cancer screening for adults over fifty (50)
- Depression screening for adults
- Type 2 Diabetes screening for adults with high blood pressure
- Diet counseling for adults at higher risk for chronic disease
- HIV screening for all adults at higher risk
- Immunization vaccines for adults--doses, recommended ages, and recommended populations vary:
  - ◆ Hepatitis A
  - ◆ Hepatitis B
  - ◆ Herpes Zoster
  - ◆ Human Papillomavirus
  - ◆ Influenza
  - ◆ Measles, Mumps, Rubella
  - ◆ Meningococcal
  - ◆ Pneumococcal
  - ◆ Tetanus, Diphtheria, Pertussis
  - ◆ Varicella
- Obesity screening and counseling for all adults
- Sexually Transmitted Infection (STI) prevention counseling for adults at higher risk
- Tobacco Use screening for all adults and cessation interventions for tobacco users
- Syphilis screening for all adults at higher risk

### Covered Preventive Services for Women, Including Pregnant Women

- Anemia screening on a routine basis for pregnant women
- Bacteriuria urinary tract or other infection screening for pregnant women
- BRCA counseling about genetic testing for women at higher risk
- Breast Cancer Mammography screenings every 1 to 2 years for women over forty (40)
- Breast Cancer Chemoprevention counseling for women at higher risk
- Breast Feeding interventions to support and promote breast feeding
- Cervical Cancer screening for sexually active women
- Chlamydia Infection screening for younger women and other women at higher risk
- Folic Acid supplements for women who may become pregnant
- Gonorrhea screening for all women at higher risk
- Hepatitis B screening for pregnant women at their first prenatal visit
- Osteoporosis screening for women over age sixty (60) depending on risk factors
- Rh Incompatibility screening for all pregnant women and follow-up testing for women at higher risk
- Tobacco Use screening and interventions for all women, and expanded counseling for pregnant tobacco users
- Syphilis screening for all pregnant women or other women at increased risk

### Covered Preventive Services for Children

- Alcohol and Drug Use assessments for adolescents
- Autism screening for children at eighteen (18) and twenty-four (24) months
- Behavioral assessments for children of all ages
- Cervical Dysplasia screening for sexually active females
- Congenital Hypothyroidism screening for newborns
- Developmental screening for children under age three (3), and surveillance throughout childhood
- Dyslipidemia screening for children at higher risk of lipid disorders
- Fluoride Chemoprevention supplements for children without fluoride in their water source
- Gonorrhea preventive medication for the eyes of all newborns
- Hearing screening for all newborns
- Height, Weight and Body Mass Index measurements for children
- Hematocrit or Hemoglobin screening for children
- Hemoglobinopathies or sickle cell screening for newborns
- HIV screening for adolescents at higher risk
- Immunization vaccines for children from birth to age eighteen (18) — doses, recommended ages, and recommended populations vary:
  - ◆ Diphtheria, Tetanus, Pertussis
  - ◆ Haemophilus influenzae type b
  - ◆ Hepatitis A
  - ◆ Hepatitis B
  - ◆ Human Papillomavirus
  - ◆ Inactivated Poliovirus
  - ◆ Influenza

- ◆ Measles, Mumps, Rubella
- ◆ Meningococcal
- ◆ Pneumococcal
- ◆ Rotavirus
- ◆ Varicella
- Iron supplements for children ages six (6) to twelve (12) months at risk for anemia
- Lead screening for children at risk of exposure
- Medical History for all children throughout development
- Obesity screening and counseling
- Oral Health risk assessment for young children
- Phenylketonuria (PKU) screening for this genetic disorder in newborns
- Sexually Transmitted Infection (STI) prevention counseling for adolescents at higher risk
- Tuberculin testing for children at higher risk of tuberculosis
- Vision screening for all children

For detailed information on these preventive services, contact your Claims Administrator or go to [www.healthcare.gov/center/regulations/prevention/taskforce.html](http://www.healthcare.gov/center/regulations/prevention/taskforce.html).

### **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 Exams**

See *Routine Physical Exam for Coverage*.

### **Prosthetics/Orthotics**

Artificial limbs and eyes (standard prosthetic devices only), arm braces, leg braces (and attached shoes), custom molded shoe inserts, 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; Maintenance contracts are subject to pre-approval by Core Health Services.

### **Radiation**

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

### **Reconstructive Surgery**

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.*

To include annual routine physical exams, pap smears, prostate screening (PSA), mammograms and any other related laboratory or x-ray expenses, when recommended by a licensed physician.

### **Second Surgical Opinion**

(Benefits payable at 100%)

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*.

### **Secondary Coverage**

Plan beneficiaries who are eligible for secondary coverage by any other health plan are encouraged to obtain such coverage. Failure to obtain secondary coverage may result in the beneficiary incurring costs which are not covered by the Plan, which would otherwise be covered by the secondary coverage. The Plan will not pay for any costs which would have been payable by such secondary coverage, except to the extent that such cost are payable in any event by the Plan.

### **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. Also see Exclusions.

### **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.



### **Sterilization**

Procedures such as Vasectomies and tubal ligations.

### **Supplies, Diabetic**

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

See *Prescription Drug Coverage*.

### **Supplies, Medical and Surgical**

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*.

### **Surgery**

When two or more surgical procedures occur during the same operation, the eligible expenses for all charges are as follows:

- When multiple or bilateral surgical procedures that increase the time and amount of patient care are performed, the eligible expense is the UCR fee for the major procedure plus 50% of the UCR fee for each of the lesser ones.
- When an incidental procedure is performed through the same incision, the eligible expense is the UCR fee for the major surgical procedure only. Examples of incidental procedures as excision of a scar, appendectomy, lysis of adhesions, etc.

### **Surgery, Assistant**

When an assistant surgeon is required to render technical assistance on an operation, the eligible expense for such services shall be limited to 20% of the UCR charge of the surgical procedure and shall be payable subject to the deductible and to the applicable coinsurance.

### **Temporomandibular Joint Dysfunction**

*This is a Covered Service under This Plan.*

### **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.*

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.

See also *Exclusions*.

## **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 – **Must Be Pre-certified by Core Health Services (CHS)**

*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 (charges for the surgical replacement procedure are NOT subject to any procurement maximum) subject to the following when:
  - a. Both the recipient and the donor are Covered by This Plan, services will be covered for each patient;
  - 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 to a Maximum of \$20,000.00.
  - 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 of the recipient and a companion (at current IRS taxable rate per mile) to and from the site of the transplant and lodging and meal costs incurred in the interim by such companion. If the recipient is a minor, transportation of two (2) persons who travel with the minor is included LIMITED to \$10,000 maximum per Transplant at a rate of up to \$200 per day a person.

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.

See also #14 under “General Limitations and Exclusions – Medical.”

### **Urgent Care Facility**

Use of these types of facilities is 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**

Physician's fees for routine care, examination or immunizations from date of hospital discharge to one year of age.

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

## **General Limitations and Exclusions – Medical**

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

1. Charges made for treatment, services, or supplies not included in the Eligible Expenses under any supplemental Accident Expense Benefits section or the Room and Board, Surgical and Medical Expense Benefits section;
2. 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;
3. Charges incurred in connection with eye refractions or the purchase or fitting of eyeglasses or hearing aids; charges for radial keratotomy;
4. Charges incurred for any intentionally self-inflicted injury or sickness while sane or insane;
5. Charges incurred for services or supplies which are furnished, paid for, or otherwise provided for by reason of the past or present services of any covered person in the armed forces of a government;
6. Charges for services and supplies which are not medically necessary for treatment of the sickness or injury or are not recommended and approved by the attending physician;
7. Charges, incurred for services or supplies, which constitute personal comfort or beautification and are chosen by the Covered Person;
8. Surgical correction (e.g. gastroplasty, Gastric Bypass, or non-medical treatment of obesity, (e.g. dietary or exercise counseling for weight control, etc.)).
9. Charges for expenses incurred for any condition for which a Covered Person is eligible for coverage or benefits under Workers' Compensation, Occupational Disease law, or similar law;
10. Charges that would not have been made if no coverage existed or charges that a Covered Person is not required to pay;
11. Charges incurred prior to the date an individual becomes a Covered Person or charges incurred after the date he ceases to be a Covered Person;
12. Charges resulting from or occurring from the commission of a crime, illegal act, felonious act, or while engaging in an illegal occupation or act, or aggravated assault by the Covered Person, including, without limitation, illegally driving by the Covered Person while under the influence of alcohol or drugs, but excluding minor traffic violations. The Plan Administrator, in its sole discretion, shall determine whether this exclusion applies—a criminal conviction is not required. (This exclusion will not apply to any other Covered Persons who may also have been injured, but are not deemed to be a party-at-fault or contributor.)
13. Charges made by a Physician for the Covered Person's failure to appear as scheduled for an appointment; charges for filing claim forms; or utilization charges made by a provider;
14. Charges for or related to sex change surgery or any treatment related to gender identity, fertility drugs, fertility studies, sterility studies, artificial insemination, in-

- vitro fertilization, services of a surrogate mother, and treatment for infertility;
15. Charges for services provided by the Covered Person or the Covered Person's spouse, child, brother, sister, or parents, whether by blood or by law;
  16. Any portion of an expense, charge, or fee that exceeds the Usual Customary, and Reasonable expense;
  17. Charges for Experimental or Investigational Services. This includes:
    - a. care, procedure, treatment protocol or technology which:
      - is not widely accepted as safe, effective and appropriate for the injury or sickness throughout the recognized medical profession and established medical societies in the United States; or
      - is experimental, in the research or investigational stage or conducted as part of research protocol, or has not been proven by statistically significant randomized clinical trials to establish increase survival or improvement in the quality of life over other conventional therapies;
    - b. drugs, test and technology which:
      - the FDA has not approved for general use;
      - are considered experimental;
      - are for investigational use; or
      - are approved for a specific medical condition but applied to another condition.

*We will rely on the Data project of the American Medical Association Health Care Financing Administration, the National Institute of Health, the U.S. Food and Drug Administration, the National Cancer Institute, Office of Health Technology Assessment in determining investigational or experimental services. Final decision as to what constitutes an experimental or investigational service will be at the discretion of the Plan Administrator;*

19. Charges for air conditioners, dehumidifiers and humidifiers, air purifiers, heating pads, hot water bottles, home enema equipment, and similar equipment and supplies; charges for electrical power, water and disposal systems, baths and pools or their installation (orthotics are limited to the initial pair);
20. Charges for services related to obtaining or implanting a non-human, artificial, or mechanical organ;
21. Charges for the reversals of sterilization procedures;
22. Charges for speech therapy unless ordered by a physician for the restoration of speech when speech loss is due to:
  - a. Cerebral Vascular Accident (stroke)
  - b. Cerebral Tumor
  - c. Laryngectomy
23. Charges for physical therapy unless ordered by a Physician to restore prior function;
24. Charges for special education and/or learning disorders;
25. Dental treatment, except as relates to accidental injuries outlined elsewhere in this document, or if Dental Benefits are a component of this Plan;
26. Osteotomy, orthognathic surgery, or maxilla-facial or dental facial orthopedics;
27. Any day of Hospital confinement as an Inpatient or Outpatient for dental surgery unless:

- a. The dental services rendered are covered services under this Plan;
  - b. The Covered Person has a medical condition, other than the proposed denial procedure, which;
    - exists prior to surgery, and
    - makes it medically necessary for the dental procedure to be performed in the Hospital.
28. Charges for work hardening therapy or cardiac rehabilitation (except Stage II and I). Also, charges for exercise programs or maintenance programs designed to maintain a healthy individual;
29. Telephone consultations;
30. Charges incurred outside the United States if the Covered Person traveled to such a location for the primary purpose of obtaining medical services, drugs, or supplies.
31. Care and treatment for hair loss.

### **Medical and Service Errors**

The plan does not recognize the following as covered expenses.

Treatment or services, including hospitalizations, in any way related to:

- Surgery performed on the wrong body part;
- Surgery performed on the wrong patient; or
- Wrong surgery performed on a patient.

Treatment or services which were required as a result of:

- Administration of ABO-incompatible blood or blood products;
- Foreign objects left in patient after surgery;
- Decubitus ulcers acquired after admissions;
- Facility-acquired injuries such as fractures, dislocations, burns, intracranial injuries;
- Facility-acquired infections from vascular or urinary catheters; or
- Medication error during Facility confinement. For purpose of this section “medication error” shall mean the wrong drug, wrong dose, wrong, patient, wrong time, wrong rate, wrong preparation or wrong route of administration.

## **Comprehensive Dental Expense Benefits**

If, while a covered person, you or any of your dependents incur covered dental expenses which, within a calendar year are in excess of the deductible amount, benefits will be paid to you, subject to the maximum benefit specified in the Dental Schedule of Benefits. Benefits will be determined by multiplying such excess expenses by the applicable coinsurance factor as shown in the Schedule.

If the aggregate charges of dentists and/or doctors for a proposed course of treatment of a covered person may be reasonably expected to total \$200 or more, a Pre-determination of Benefits (defined below) is recommended but not required by you from Core Administrative Services. Emergency treatment, oral examination including prophylaxis and dental x-rays will be deemed a part of any succeeding course of treatment even though such services are performed before any Pre-determination of Benefits in accordance with this provision. If no Pre-determination of Benefits is submitted, benefits payable under these Comprehensive Dental Expense provisions will be determined as though such a pre-determination had been made, except that, to the extent that post-verification of a covered dental expense cannot be reasonably made, no benefit will be payable for that expense.

The total benefit which will be paid for a covered person's covered dental expenses will not exceed the maximum comprehensive dental expense benefit shown in the Dental Schedule of Benefits.

"Dentists" means an individual holding a D.D.S. or D.M.D degree and licensed to practice dentistry in the jurisdiction where such services are provided to a covered person.

"Course of Treatment" means a planned program of one or more dentists or doctors for the treatment of a covered person's dental condition and commencing with date that the first such service is rendered.

"Alternate Benefits" means if alternate procedures, services, or courses of treatment can be performed to properly correct a dental condition, the maximum covered Dental Expense to be considered for payment will be for the Plan Administrator, produce a professionally satisfactory result.

### **A. Pre-Determination of Benefits:**

Pre-determination of Benefits means the filing, in a form acceptable to Core Administrative Services of a dentist or doctor's diagnosis of a covered person's dental condition, the proposed course of treatment and the expected charges, in order that Core Administrative Benefits may estimate the benefits, if any, that would be payable under these Comprehensive Dental Expense provisions. You are responsible for furnishing the diagnostic and evaluative material requested by Core Administrative Services for its pre-determination of benefits. Core Administrative Services may at the Plan's expense, require an oral examination of the covered person by its own designated dentist or doctor. When a pre-

determination of benefits has been made, Core Administrative Services will inform you or the attending dentist or doctor, in advance of treatment, as to the estimated amount of any benefits payable under these Comprehensive Dental Expense provisions with respect to the proposed course of treatment.

**B. Covered Dental Expenses:**

Covered dental expenses are reasonable and customary charges made by a dentist or doctor for necessary dental treatment, listed below, except as may be limited in the section entitled LIMITATIONS. Whether a charge is reasonable and customary will be determined by the Plan Administrator. (See explanation of 'Usual, Customary and Reasonable' under the "Definitions" portion of this plan.)

**C. Deductible Amount:**

**For Each Covered Person:**

The individual deductible amount shown in the Dental Schedule of Benefits is the amount of covered dental expenses which must be incurred by a covered person within a calendar year before a benefit is payable for subsequent expenses incurred in that year.



## **Dental Schedule of Benefits**

### **Covered Types of Dental Care:**

- Type A: Diagnostic and Preventive
- Type B: Restorative and Surgical
- Type C: Prosthodontic Procedures
- Type D: Orthodontia Procedures

### **Calendar Year Deductible**

\$50 per Calendar Year per covered individual for Types B & C procedures only.

### **Calendar Year Maximum per Person**

The Calendar Year Maximum Benefit is \$1,000 per covered individual.

### **Lifetime Maximum per Person for Orthodontic Services**

The Lifetime Maximum Benefit is \$1,000 per covered individual.

### **Coinsurance**

The Calendar Year Coinsurance for This Plan is as follows:

- Type A: 100% of Usual and Customary
- Type B: 80% of Usual and Customary
- Type C: 50% of Usual and Customary
- Type D: 50% of Usual and Customary

Eligibility is based on the same eligibility requirements as for the Medical portion of the Plan.

### **Waiting Period for Late Enrollees**

For late enrollees, one (1) year waiting period for Type B, C & D services however routine services are covered once coverage is in force.

### **Benefits from Other Sources**

For instance, you may be covered by this plan and a similar plan through your spouse's employer. If you are, we coordinate our benefits with the benefits from the other plans. We do this so no one gets more in benefits than the charges incurred. Read "Coordination of Benefits" to see how this works.

## **Plan Payment Provisions – Dental**

The following is a complete list of Covered Dental Procedures under this Dental Expense Benefit. Any procedure not listed is excluded.

### **TYPE A – Preventive, diagnostic, emergency or palliative services and some corrective surgical procedures.**

#### **Twice in any twelve (12) month period:**

- Recall oral examinations
- Bitewing x-ray's
- Prophylaxis
- Topical Fluoride application

#### **Once during any thirty-six (36) month period:**

- One complete initial oral examination, diagnosis and charting
- One complete series of x-rays, or pantographic x-rays

#### **In addition, to the above, as required;**

- Emergency or specific examinations
- X-ray to diagnose a symptom or to examine progress of a particular course of treatment, other than x-rays required for root canal therapy
- Required consultations with another dentist or specialist
- Emergency or palliative services
- Diagnostic tests and laboratory examinations, other than x-rays, study models or similar records prepared for root canal therapy
- Provision of space maintainer for missing primary teeth for dependent children under age sixteen (16). Benefits limited to the initial appliance
- Appliances to correct harmful habits.

### **TYPE B – Restorative and surgical procedures**

- Diagnostic casts and tissue biopsy
- Dental Sealants for children under age sixteen (16), limited to once per thirty-six (36) month period
- Fillings – amalgam composite, acrylic or equivalent
- Removal of teeth, other than impacted teeth
- Performed stainless steel crowns and repairs to preformed stainless steel crown, for primary teeth only.
- Endodontics – (root canal therapy)
- Periodontics – (treatment of the gums, and other supporting tissues of the teeth).
- Repair of bridges or dentures
- Re-base or reline of an existing partial or complete denture conjunction with a cutting procedure.

- Oral surgery, and related anesthesia (includes extractions) partial or bony impactions, will be paid under major medical
- Occlusal Adjustment
- General Anesthesia when administered in Dentist's office in conjunction with a cutting procedure.

**TYPE C – Prosthodontic Procedures**

- Inlays and Onlays
- Crowns, and repairs to crowns (other than preformed stainless steel crowns which is a Type B expense)
- Prosthodontic Services – Construction and insertion of bridges and dentures, except those expenses for initial installation of bridgework or dentures whose sole purpose is to replace natural teeth extracted prior to becoming insured under the Plan
- Denture Repair

**TYPE D – Orthodontic Dental Expense Benefits**

Orthodontic care or treatment provided to you or your insured dependents, up to any maximum age or other limitations specified in the Schedule of Benefits.

## **General Limitations and Exclusions – Dental**

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Except as specifically stated, no benefits will be payable under this Plan for:

1. **Analgesia** – Separate charges for pre-medication, local anesthesia, analgesia, or conscious sedation.
2. **Appliances** – Items intended for sport or home use, such as athletic mouth guards or habit-breaking appliances.
3. **Congenital or Development Conditions** – The treatment of congenital (hereditary) or developmental (following birth) malformations.
4. **Cosmetic Dentistry** – Treatment rendered for cosmetic purposes.  
**NOTE:** The maximum allowance for a necessary crown or pontic posterior to the second bicuspid will be the allowance for a gold crown or pontic. That is, facings on molar crowns will be considered cosmetic and will not be covered.
5. **Crowns** – Crowns placed for the purpose of periodontal splinting.
6. **Customized Prosthetics** – Precision or semi-precision attachments, overdentures, or customized prosthetics.
7. **Discoloration Treatment** – Any treatment to remove or lessen discoloration except in connection with endodontia.
8. **Excess Care** – Services, which exceed that necessary to achieve acceptable level of dental care. If the Plan Administrator determines that alternative treatment could be (could have been) provided for the least costly procedure (s) which would produce a professionally satisfactory result.
9. **Duplicate prosthetic devices or appliances** – Temporary crowns, temporary partials, temporary bridgework and temporary dentures.
10. **Excess Charges** – Charges in excess of the Usual, Customary and Reasonable charge for dental services or supplies.
11. **Experimental Procedures** – Services which are considered experimental or which are not approved by the American Dental Association.
12. **Grafting** – Extra oral grafts (grafting of tissue from outside the mouth to oral tissues).
13. **Implants** – Implants (materials implanted into or on bone or soft tissue) or the removal of implants.
14. **Lost or Stolen Prosthetics or Appliances** – Replacement of a prosthetic or any other type of appliance which has been lost, misplaced, or stolen.
15. **Medical Plan Coverage** – Any dental services to the extent to which coverage is provided under the terms of the medical benefits sections of this Plan.
16. **Myofunctional Therapy** – Muscle training therapy or train to correct or control harmful habits.
17. **Non-Professional Care** – Services rendered by other than a dentist (D.D.S or D.M.D) or a dental hygienist or x-ray technician under the supervision of a dentist.
18. **Occlusal Restoration** – Procedures, appliances or restorations that are performed to alter, restore or maintain occlusion (i.e., the way the teeth mesh) or change vertical dimension, except as outlined in Type D.
19. **Oral Hygiene Counseling** – Education or training in and supplies used for dietary or nutritional counseling, personal oral hygiene instruction or plaque control. Charges for

supplies normally used at home, including but not limited to toothpaste, toothbrushes, water-piks, and mouthwashes.

20. **Orthognathic surgery.**
21. **Personalization or Characterization of Dentures.**
22. **Prescription Drugs** – Prescription drug coverage is provided only under the terms of the Medical portion of this Plan, if any.
23. **Prior to Effective Date** – Charges for courses of treatment which were begun prior to the Covered Person's effective date, including crowns, bridges or dentures which were ordered prior to the effective date.
24. **Prosthetics** – Initial placement of a prosthetic (i.e., a bridge, partial or full denture, including crowns or inlays used as abutments) for teeth extracted/lost prior to the effective date of coverage under this Plan or the prior plan of the Employer. Replacements will only be covered if the original is at least five years old and no longer serviceable or damaged in an accident while covered.
25. **Addition of teeth to partial dentures or fixed bridgework**, except for the replacement of teeth which are extracted while the person is covered under the Plan. Also, adjustment of prosthetic appliances within six (6) months of initial installation and not included in the cost of such appliance.
26. **Sealants** – Materials applied to the teeth to seal developmental imperfections, such as pits and fissures. (Covered up to age sixteen (16).)
27. **Service or Supply** not shown on the Schedule of Covered Procedures.
28. **Splinting** – Wiring or bonding teeth or crowns to act as a splint for any reason.
29. **Treatment of malignancies, cysts and neoplasm's.**
30. **Temporomandibular Joint Dysfunction / Maxillofacial Surgery** – Any charges for jaw (mandibular) augmentation or reduction procedures; or procedures, restorations or appliances for the treatment or for the prevention of Temporomandibular Joint Dysfunction Syndrome, including the correction of abnormal positioning and relationship of teeth. **(See also Medical Plan section)**

**NOTE:**

No benefits will be payable for a prosthetic where the impression(s) was taken during the last thirty (30) days of eligibility. In addition, no benefits will be payable for prosthetics that are placed after the termination date of coverage, regardless of when the impression was taken.

## **Comprehensive Vision Expense Benefits**

The Comprehensive Vision Expense Benefit provides coverage for the following types of vision expenses:

1. Eye exams by an optometrist
2. Lenses, contacts, or disposable contacts
3. Frames

Benefits are payable in accordance with any applicable co-payment amounts, deductible amounts, and benefits percentages listed in the Vision Schedule of Benefits or Plan Payment Provisions.

Eye examinations must be performed by a doctor. An optometrist or optician must furnish lenses and frames. An optician is a person whose services include:

- Preparing and ordering ophthalmic lenses based on a prescription
- Furnishing eyeglass frames

An optometrist is a doctor who is licensed to practice optometry. An optician is a person whose services include the preparation or ordering of ophthalmic lenses based on a prescription. The optician must be legally qualified to perform these services in the jurisdiction in which the services are rendered. Neither the optician nor the optometrist may be related to the participant by blood or marriage.

## Vision Schedule of Benefits

The following Services will be covered up to the maximum allowance when obtained from a licensed optometrist or optician. When obtaining these Services, you will be required to pay a Co-payment at the time of service. The amount of Co-payment is as noted in the chart below.

COVERED SERVICE	FREQUENCY OF SERVICE	CO-PAYMENT	MAXIMUM ALLOWANCE
Routine Vision Examination	Once every 12 months	\$10	Up to \$45
Eyeglass Frames	Once every 24 months <sup>†</sup>	\$25	Up to \$100
Eyeglass Lenses	Once every 12 months <sup>†</sup>		
• Single Vision		\$25 <sup>‡</sup>	Up to \$40
• Bifocal		\$25 <sup>‡</sup>	Up to \$60
• Trifocal		\$25 <sup>‡</sup>	Up to \$80
• Lenticular		\$25 <sup>‡</sup>	Up to \$80
Contact Lenses	Once every 12 months <sup>†</sup>		
• Elective		\$25 <sup>‡</sup>	Up to \$140 <sup>§</sup>
• Necessary		\$25 <sup>‡</sup>	Up to \$210 <sup>§</sup>

Benefits are available every twelve (12) or twenty-four (24) months (depending on the benefit frequency), based on the last date of service)

### Optional Lens Extras:

- Eyeglass Lenses: The following Optional Lens Extras are covered up to the maximum allowance of the lens:
  - ◆ Standard scratch-resistant coating

Medically necessary contact lenses require pre-certification with Core Health Services (CHS).

<sup>†</sup> You are eligible to select only one of either eyeglasses (Eyeglass Lenses and or Eyeglass Frames) or Contact Lenses. If you select more than one of these Services, only one Service will be covered.

<sup>‡</sup> If you purchase Eyeglass Lenses and Eyeglass Frames at the same time from your Provider, only one Co-payment will apply to those Eyeglass Lenses and Eyeglass Frames together.

<sup>§</sup> The Contact Lens allowance includes the contact lens evaluation and fitting, two (2) follow-up visits (after copay), and the purchase of contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$110 towards the purchase of contact lenses. If you choose disposable contacts, you may receive up to four (4) boxes of disposable contacts.

## **Plan Payment Provisions – Vision**

The following is a complete list of Covered Vision Procedures under this Vision Expense Benefit. Any procedure not listed is excluded.

### **Routine Vision Examination**

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Covered Person resides, to include:

1. A case history, including chief complaint and/or reason for examination, patient medical/eye history, current medications, etc.;
2. Recording of monocular and binocular visual acuity, far and near, with and without present correction (20/20, 20/40, etc.);
3. Cover test at 20 feet and 16 inches (checks eye alignment);
4. Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception;
5. Pupil responses (neurological integrity);
6. External exam;
7. Internal exam;
8. Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses; Subjective refraction – to determine lens power of corrective lenses;
9. Phorometry/Binocular testing - far and near: how well eyes work as a team;
10. Tests of accommodation and/or near point refraction: how well Covered Person sees at near point (reading, etc.);
11. Tonometry, when indicated: test pressure in eye (glaucoma check);
12. Ophthalmoscopic examination of the internal eye;
13. Confrontation visual fields;
14. Biomicroscopy;
15. Color vision testing;
16. Diagnosis/prognosis;
17. Specific recommendations; and
18. Form completion – school, motor vehicle, etc.

Post examination procedures will be performed only when materials are required.

### **Eyeglass Lenses**

Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

### **Eyeglass Frames**

A structure that contains eyeglasses lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

### **Optional Lens Extras**

Special lens stock or modifications to lenses that do not correct visual acuity problems.



Optional Lens Extras include options such as, but not limited to, tinted lenses, polycarbonate lenses, transition lenses, high-index lenses, progressive lenses, ultraviolet coating, scratch-resistant coating, edge coating, and photochromatic coating.

**Contact Lenses – Elective**

Elective contact lenses refer to contact lenses members choose to wear instead of eyeglasses for reasons of comfort or appearance. Contact lenses covered by the Plan must contain a prescription for correcting a vision deficiency.

**Contact Lenses – Medically Necessary**

Medically necessary (non-elective) contact lenses are those prescribed by a doctor solely for purposes of correcting a specific medical condition.

Contact lenses are medically necessary if the Covered Person has:

1. Keratoconus or irregular astigmatism;
2. Anisometropia of 4.0 diopters or more; provided visual acuity improves to 20/60 or better in the weak eye;
3. Post-cataract surgery without intraocular lens;
4. Visual acuity in the better eye of less than 20/70 with visual correction by eyeglasses but better than 20/70 with visual correction by contact lenses;
5. Any other condition the Plan designates as a medical necessity.

*Prior Authorization is REQUIRED.*

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

## **General Limitations and Exclusions – Vision**

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The Contact Lenses Benefit is payable in lieu of the Standard Eyeglass Lenses Benefit and Eyeglass Frame Benefit. An Insured shall be eligible to receive benefits under the Standard Eyeglass Lenses Benefit or the Eyeglass Frame Benefit only after the Contact Lenses Benefit Frequency has ended.

The Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit is payable in lieu of the Contact Lenses Benefit. An Insured shall be eligible to receive benefits under the Contact Lenses Benefit only after the Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit Frequency has ended.

In no event will coverage exceed the lesser of:

- the actual cost of insured Services or Materials; or
- the limits of coverage shown in the Vision Schedule of Benefits.

Materials paid for under the Policy that are lost or broken will only be replaced at normal intervals when other Services are available.

**Vision – Late Enrollee Benefit:** Coverage for a Late Enrollee or Re-enrollee will be limited to the Vision Examination benefit in the Benefits Summary during the first twelve (12) months after the Late Entrant's or Re-Enrollee's Effective Date. This limited coverage also applies to the Late Entrant's or Re-Enrollee's Eligible Dependents if enrolled.

Except as specifically stated, no benefits will be payable under this Plan for:

1. Non-prescription items (e.g. Plano lenses).
2. Services that the Covered Person, without cost, obtains from any governmental organization or program.
3. Services for which the Covered Person may be compensated under Worker's Compensation Law, or other similar employer liability law.
4. Any eye examination, or any corrective eyewear, required by an employer as a condition of employment, by virtue of a labor agreement, a government body, or agency.
5. Services or supplies furnished before the effective date of the plan or after your coverage ends.
6. Services and supplies in connection with medical or surgical treatment of the eye.
7. Services and supplies that are in connection with special procedures such as:
  - a. orthoptics,
  - b. vision training,
  - c. subnormal vision aids,
  - d. tonography, and
  - e. any associated supplemental testing
8. Services supplies rendered by a provider other than an Ophthalmologist, Optometrist, or Optician acting within the scope of his or her license.
9. Replacement or repair of lenses and/or frames that have been lost, stolen, or broken,

- except at normal intervals when services are otherwise available.
10. Spectacle lens styles, materials, treatments or optional lens extras not shown in the *Schedule of Benefits*.
  11. Safety eyewear.
  12. Missed appointment charges.
  13. Charges incurred as a result of an intentionally self-inflicted injury.
  14. Charges for the treatment of injury or illness incurred in the commission of a crime. However, this exclusion does not apply to otherwise eligible charges for the treatment of injury or illness incurred by victims of domestic violence.
  15. Expenses covered by:
    - a. Any other group insurance.
    - b. A health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association.
  16. Applicable sales tax charged on Services.
  17. Services that are not specifically covered by the Policy.
  18. Charges for the treatment of injury or illness incurred as a result of declared or undeclared war or an act of war.
  19. Charges for which the covered person otherwise would not have the responsibility to pay. For example, for coordination of benefit purposes, this Plan – as the secondary plan – will not cover charges that have been disallowed by the primary plan and for which the patient is not responsible.
  20. Charges incurred for services described in this document that are rendered by yourself, your spouse, or a child, brother or sister, or parent of yourself or your spouse.
  21. Medically necessary contact lenses prescribed for a covered person affected with keratoconus for which prior notification was not sent to Core Health Services (CHS).
  22. Comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior notification was not sent to Core Health Services (CHS).
  23. Procedures that are considered to be Experimental, Investigational or Unproven. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in coverage if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.
  24. Regardless of Optical Necessity, benefits are not available more frequently than that which is specified in the *Schedule of Benefits*.

The vision plan does not cover extra charges for the following eyewear. If you choose any of the following, you will be responsible for the charge(s):

1. Blended lenses
2. Oversize lenses
3. Progressive multi-focal lenses
4. Photochromic or tinted lenses other than Pink 1 or 2
5. Coated or laminated lenses
6. Frames that cost more than the established plan allowance

7. Certain limitations on low vision care
8. High index or aspheric lenses
9. Cosmetic lenses
10. Optional cosmetic processes
11. UV protected lenses
12. No-line bifocals

Items not covered under the contact lens coverage include:

1. Corneal Refractive Therapy (CRT) or Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia);
2. Insurance policies or service agreements;
3. Non-prescription lenses (i.e., when patient's refractive error is less than a +/- 0.50 diopter power);
4. Artistically painted lenses;
5. Additional office visits associated with contact lens pathology;
6. Contact lens modification, polishing or cleaning.

## **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 Drug Program. The covered person must show the MRMC Insurance 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 Drug Program. Forms may be obtained through the benefits office or CAS.

### **PARTICIPATING PHARMACIES:**

Use the MRMC Insurance 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 MRMC Insurance 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 888-741-2673 to inquire about the Prior Authorization process.

The following list contains categories of retail Prescription drugs which are covered or excluded from the Plan

C = Covered/ N = Not Covered

### **A.C.E. vs. A.R.B. (Step Therapy)**

Any new prescriptions for a Brand-name ARB must be preceded with a trial period on an ACE. If after an unsatisfactory ACE trial period an ARB is prescribed, that ARB will be covered subject to the plan's normal prescription drug card co-pay.

An "unsatisfactory ACE trial period" is defined as at least a thirty (30) day supply within the previous one-hundred and twenty (120) days under the MRMC prescription benefit.

### **A.D.D. / Narcolepsy**

- C Amphetamines / Detroamphetamine (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, Lonamin)

### **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)
- C Levonorgestrel (Norplant) 5-year implant, up to \$300 per implant

### **Cosmetic Medication**

- C Accutane (for acne)
- N Anti-wrinkle agents (e.g. Renova)
- C Retin-A through age twenty-five (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 co pay

C Insulin, needles/syringes, and test strips under one co pay

**Experimental or Investigational Drugs**

*This is NOT a covered Expense under your 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 this Plan's 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**

- 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)
- C Growth Hormones (e.g. Humatropin, Genotropin)
- N Immunization Agents (e.g. Hepatitis, Chicken Pox)
- N Minoxidil (Rogaine-for the loss of hair)

**Non-Legend Drugs**

- N Over the counter medications

**Nutritional Supplements**

- N Non-legend vitamins (over the counter)
- N Legend vitamins (Rx required)
- N 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, Workers' Compensation Related**

*This is NOT a covered Expense under This Plan.*

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

**Smoking Deterrents**

- 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

*The penalty applied to all non-precertified inpatient confinements is denial of claim.*

***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 admissions (see separate *Maternity Admissions*) also require notification. Under PPACA, emergency services no longer require precertification (see separate *Emergency or Urgent Inpatient or Outpatient Admissions*).<sup>5</sup>

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 business days prior to date of service. 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 48 hours following a vaginal delivery, or less than 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 (48) hours (or ninety-six (96) hours as applicable).

Any Maternity Hospital stays longer than (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.<sup>3</sup>

3. **Emergency or Urgent Inpatient or Outpatient Admissions** – The Plan does not require prior authorization to emergency services in the ER of a hospital (even if the emergency services are provided out-of-network). The Plan will:
- not impose any administrative requirement or limitation on benefits for out-of-network emergency services that is more restrictive than the requirements or limitations that apply to in-network providers for emergency services.
  - not impose out-of-network copays or coinsurance requirements that exceed in-network levels.
  - impose other cost-sharing requirements (such as deductible or out-of-pocket maximums) only if the requirement applies generally to out-of-network benefits (not just emergency care). Further, out-of-network providers are permitted to balance bill patients for the difference between the provider's charge and the amount the provider receives from The Plan and the patient's regular co-payment or coinsurance amount.

Cost-sharing requirements expressed as a co-payment amount or coinsurance rate imposed for out-of-network emergency services cannot exceed the cost-sharing requirements that would be imposed if the services were provided in-network.

For out-of-network providers, The Plan will pay an amount equal to the greatest of the following:

- a) the amount negotiated with in-network providers (note that if network providers have negotiated different rates, this number will be the median of all those rates);
- b) the amount calculated under its normal out-of-network method (such as usual, customary and reasonable) but substituting the in-network cost-sharing provisions; or
- c) the amount Medicare would have paid.

If in-network providers are paid on a capitation basis, the first item above is ignored and the plan must pay out-of-network providers based on the greater of the second two items.

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**

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  
P.O. 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

The following employees will be eligible to be covered under This Plan:

An employee who has satisfactorily completed any waiting period specified by the Employer and who has been approved by supervision and scheduled to work a minimum of twenty-five (25) hours per week in an authorized Full-Time, Part-Time, or Work-Only-Weekends position on a regular year-round schedule. Occasional (PRN) employees, Temporary (Full-Time or Part-Time) employees, Part-Time employees working fewer than twenty-five (25) hours per week, and employees who have waived their eligibility rights are not eligible to participate in the plan.

#### EMPLOYEE CLASSIFICATION

##### ELIGIBLE FOR BENEFITS

FT-H  
FT-S  
PT-H  
PT-S  
WOW-FT

##### NOT ELIGIBLE FOR BENEFITS

PT-NB  
PRN  
PRN-P  
TEMP  
FT-NB  
WOW-NB

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.

Proprietors, Partners, Owners, Shareholders, Directors, or others as may be required by applicable law, will be considered employees and may be eligible to become covered under this Plan if they qualify to the items as stated previously.

### 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:

1. 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.
2. Coverage for a Physician, and any covered dependents, will become effective on their Date of Hire.
3. 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.

4. If the eligible employee is totally disabled on the date his coverage becomes effective, his coverage will not be delayed until he returns to active service. Benefits for the disabling condition will become available according to the rules of the Pre-existing Conditions Limitations.

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; however, if the spouse has other primary health coverage or is eligible for other primary health coverage, the spouse is not eligible for coverage under the Meadows Regional Medical Center Employee Health Care Plan.
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. The Plan cannot restrict coverage based on the child's eligibility for other coverage. *(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; 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.

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.

### **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 day of the next pay period, provided the employee is in Active Service on that date.

### **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 day of the next pay period of the employee.

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

QMCSOs obligate a noncustodial parent by a child support order to provide medical support for his or her children. QMCSOs require group health plans to provide benefits to a child of a participant.<sup>6</sup>

Please contact your Human Resources Department for more information.



## **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 SUMMARY PLAN DESCRIPTION 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.<sup>7</sup> 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:

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;
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.

MRMC Voluntary Leave of Absence Policy for FMLA:

- Personal Illness Days and PTO days (with the exception of Holiday Pay) will be exhausted and run consecutively with this LOA.
- Continuation of Insurance Benefits must be arranged with the Payroll Supervisor at (912) 277-2169.
- Non-payment within thirty (30) days will result in termination of coverage.
- Accrual of Benefit Programs (PTO, Personal Illness, etc.) will cease during your LOA.
- For employees entering active duty or reservist duty – you are required to contact MRMC within two (2) weeks of your release from duty and return to work within ninety (90) days of your release from duty to continue your employment under the FMLA - Military provisions.
- The length of this leave of absence may be governed by the nature of the request, not to exceed twenty-four (24) weeks for care of an injured military family member.
- For employees who have exhausted their twelve (12) weeks of Job Specific FMLA, you may continue coverage under the Plan using an additional period of six (6) weeks of

Unprotected Job Specific FMLA. After the eighteenth (18th) week, active coverage will terminate and COBRA will be offered.

### **Termination of Dependent Coverage**

A Covered Dependent's coverage will terminate immediately upon termination of This Plan or on the date indicated in the SUMMARY PLAN DESCRIPTION section, after the occurrence of the first of the following events:

1. When 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, navel 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 ceases to maintain full-time residency In the United States of America; or
7. 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 (COBRA) (Plans with twenty (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**

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 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, Inc.  
P.O. 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.

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 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 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 subject to the limitations outline in the notice of Privacy Practices.

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 card, 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:

1. Primary coverage under This Plan (Under this option, benefits provided under This Plan will be paid without regard to Medicare); or
2. 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 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 one-hundred (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](http://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.**

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**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](http://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](http://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 thirty (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 Employee Benefits Security Administration (EBSA) or 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.

## **NOTICE OF PRIVACY PRACTICES**

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**Effective Date: April 14, 2004**

Meadows Regional Medical Center, Inc. and  
Meadows Regional Medical Center Employee Health Care Plan

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.**

Meadows Regional Medical Center (MRMC) as an employer is committed to protecting the privacy of health information maintained by the health plan it sponsors. This notice is provided to you as required by the Health Insurance Portability and Accountability Act and the HIPAA Privacy Regulations (collectively, "HIPAA"). It applies to employees and covered dependents enrolled in the MRMC Employee Health Care Plan.

This Notice describes how the MRMC Employee Health Care Plan may use health information about you and your covered dependents and when such information may be used and disclosed. This Notice also describes how you may have access to this information.

### **WHAT HEALTH INFORMATION IS COLLECTED?**

The Plan considers personal health information to be confidential. The Plan will protect the privacy of that information in accordance with federal and state privacy laws, as well as the Plan's Privacy policies. "Health Information" is used to mean information that identifies you and relates to your medical history, such as the health care you receive and/or the amounts paid for that care.

Health Information subject to the provisions explained in this Notice is information maintained by the Plan. The provisions do not extend to similar information, which may be on file with MRMC as an Employer in its normal course of doing business. The type of information typically received and maintained by the Plan, which is subject to this Notice includes, claims information, benefit determinations, appeals information, eligibility, and case management information.

### **SUMMARY OF PERMISSIBLE USES AND DISCLOSURES AND YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION WHICH DO NOT REQUIRE YOUR AUTHORIZATION**

In order to provide and administer your benefits, the Plan may use and disclose your health information in various ways without your express authorization. These include:

- **Payment:** The Plan may use and disclose your health information for purposes of paying for your health care services or to obtain premiums/contributions from you. The Plan may also use and disclose your health information to make determinations about your

eligibility for benefit plan coverage, for coordination of benefits with other benefit plans, to perform claims management and collection activities, to review the medical necessity or the appropriateness of the care you received, and to conduct utilization reviews such as pre-authorizations, or reviews of services.

- **Health Care Operations:** The Plan may use and disclose your health information as necessary to operate and manage their business operations. For example, MRMC, on behalf of the Plan, has contracts with outside firms called third party administrators (TPA's) to provide administrative services to the Plan. The Plan may use your health information to evaluate the performance of the TPA in managing and providing you with health care benefits. The Plan might use and disclose your health information to contract for reinsurance or to investigate the validity of benefits claims. In addition, the Plan may share your health information with another company that performs certain services, such as billing or compiling information to help the Plan determine how the Plan is doing relative to other health plans. Whenever the Plan has such an arrangement, they will have a written confidentiality agreement (Business Associates Agreement) to ensure that the company that performs these services will protect the privacy of your health information, maintain its confidentiality and limit the uses or further disclosures to the purpose for which the information was disclosed or as required by law.
- **Benefits and Services:** As a part of their health care operations, the Plan may use your health information to contact you regarding benefits or services that may be of interest to you, such as benefits that are included in the Plan, your medical treatment, case management and coordination of benefits, recommendations for alternative treatments, therapies, health care providers or settings of care.
- **Employer:** The Plan may disclose certain health information to MRMC since it is the Employer that sponsors the MRMC Employee Health Care Plan. Upon request from MRMC as the Employer, the Plan may disclose health information about enrolled employees and their covered dependents to enable MRMC to obtain premium bids from other health plans, or to modify, amend, or terminate the Plan; however, the information the Plan discloses in such situations will not include any information that identifies individuals other than your zip code. The Plan may disclose to MRMC information on whether you are participating in, enrolled in, or disenrolled from the Plan. The Plan also may disclose health information about you, including information that identifies you, only if it is necessary for MRMC to administer the Plan. For example, MRMC may need such information to assist in the final determination of claims appeals, to audit or monitor the business operations of the Plan, or to ensure that the Plan is operating effectively and efficiently. The Plan may also disclose information to MRMC as Employer with respect to workers' compensation and the Family and Medical Leave Act. The Plan, however, will restrict MRMC's uses of your information to purposes related only to Plan administration. The Plan prohibits the Employer from using your information for uses unrelated to Plan administration. Under no circumstances will the Plan disclose your health information to MRMC for the purpose of employment-related actions or decisions or for the purpose of administering any other plan that MRMC may offer. MRMC as Employer will only disclose the health information it received from the Plan to third parties, such as to consultants or advisors, if MRMC has first obtained a confidentiality agreement (Business Associates Agreement) from the person or organization, which will receive your health

information. Health Information that is maintained by CORE is not disclosed to MRMC as Employer.

- **Disclosures to Friends and Family Involved in Your Care and Payment for Your Care:** The Plan may share information about your health benefits to a person involved in your care such as a family member unless you object. If you have provided a friend or family member with copies of your claim and other relevant identifying information, the Plan will assume that you do not object.
- **Emergencies or Public Need:** The Plan may use or disclose your health information in an emergency or for important public needs. For example, the Plan may share your information with public health officials authorized to investigate and control the spread of diseases. The Plan may have information to prevent or lessen a serious and imminent threat to health or safety.
- **As Required by Law:** The Plan may use or disclose your health information if the Plan is required by law to do so. The Plan will notify you of these uses and disclosures if notice is required by law.
- **Business Associates:** The Plan may share information with its stop-loss reinsurance carrier who provides administrative services for the Plan.

## **USES AND DISCLOSURES OF HEALTH INFORMATION WHICH REQUIRE YOUR WRITTEN AUTHORIZATION**

Except as otherwise described in this Notice, the Plan, through their third party administrators, will generally obtain your written authorization before using your health information or disclosing it outside the Plan. If you provide the Plan with such a written authorization, you may revoke that authorization at any time, except to the extent that the Plan has already relied on it. To revoke an authorization, write to the Plan in which you are enrolled. Please refer to the contact list at the end of this Notice.

## **ACCESS AND CONTROL OF YOUR HEALTH INFORMATION**

The Plan must provide you certain rights with respect to access and control of your health information in your health claims file. Because the Plan has provided your information to a third party administrator you must request access directly from the administrator that administers the Plan in which you are enrolled. Please refer to the contact list at the end of this Notice. You have the following rights to access and control your health information:

- You generally have the right to inspect and copy your health information.
- You have the right to request that the Plan amend your protected health information if you believe it is inaccurate or incomplete. You must submit your request in writing to the third party administrator of the Plan in which you are enrolled.
- You have the right to receive from the Plan an accounting of disclosures of protected health information. Your request must be in writing to the third party administrator. Many routine disclosures the Plan makes, including disclosures to MRMC for Plan administration, will not be included in the accounting; the accounting will identify only non-routine disclosures.

- You have the right to request further restrictions on the way the Plan uses your health information or shares it with others. The Plan is not required to agree to the restriction you request, but if the Plan does, the Plan will be bound by the agreement.
- You have the right to request that the Plan contact you in a way that is more confidential for you, such as at work instead of at home, if disclosure of your health information could put you in danger and you clearly state that in your request. The Plan will accommodate all reasonable requests.

### **To Have Someone Act on Your Behalf**

You have the right to name a personal representative who may act on your behalf to control the privacy of your health information.

### **Special Protections for HIV, Substance Abuse, and Mental Health Information**

Special privacy protections may apply to HIV-related information, substance abuse information, and mental health information. Some parts of this Notice may not apply to these types of information.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. Please refer to the contact list at the end of this Notice. No one will retaliate or take action against you for filing a complaint.

### **Copies of the Notice**

The Plan may change their privacy practices from time to time. If that happens, the Plan will revise this Notice so you will have an accurate summary of the Plan's practices. The revised Notice will apply to all of your health information. If you received this Notice electronically, you have the right to obtain a paper copy of the Notice. To request a paper copy of this Notice or any revised Notice, please call the Vice President of Human Resources (Benefits Privacy Officer) at 912-537-5801. If this Notice is substantially revised, a new Notice will be mailed to you within sixty (60) days. You may also obtain a copy of this Notice or any revised Notice from the Human Resources Department.

The effective date of the Notice will always be located in the top right corner of the first page. The Plan is required by law to abide by the terms of the Notice currently in effect.

### **Contact Information**

For further information, please contact the Director of Human Resources (Benefits Privacy Officer) at 912-537-5801.

## **Sponsor**

The Plan will disclose PHI to the Plan Sponsor (MRMC) only upon receipt of a certification from the Plan Sponsor that the plan documents have been amended to incorporate the following requirements:

With Respect to PHI, the Plan Sponsor Agrees to Certain Conditions:

- Not use or further disclose PHI other than as permitted or required by the Plan document or as required by law;
- Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- Not use or disclose PHI for employment-related actions and decisions;
- Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- Make PHI available to an individual in accordance with HIPAA's access requirements;
- Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- Make available the information required to provide an accounting of disclosures;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and
- If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

### **Adequate Separation between the Plan and the Plan Sponsor Must Be Maintained:**

In accordance with HIPAA, only the following employees or classes of employees may be given access to PHI:

The Benefits Privacy Officer  
The Benefits/Human Resources Assistant  
Staff designated by the Benefits Privacy Officer

The persons described above may only have access to and use and disclose PHI for plan administration functions and the Plan Sponsor performs for the Plan.

If persons described above do not comply with the plan document, the Plan Sponsor will provide a mechanism for resolving issues of noncompliance as required by HIPAA.



### **THIRD PARTY ADMINISTRATORS**

For access and control information, please direct your request to the following Third Party Administrators of the MPMC Health and Welfare Plan:

Core Administrative Services, Inc.  
515 Mulberry Street, Suite 300  
Post Office Box 1755  
Macon, GA 31202-1755  
1-478-741-3521  
Fax: 1-478-745-1843  
**[www.corehealthbenefits.com](http://www.corehealthbenefits.com)**

### **COMPLAINTS**

Thomas Wagoner, President / CEO  
Core Management Resources Group, Inc.  
515 Mulberry Street, Suite 300  
Post Office Box 1755  
Macon, GA 31202-1755  
1-478-741-3521  
Fax: 1-478-745-1843  
**[www.corehealthbenefits.com](http://www.corehealthbenefits.com)**

## **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).

### **Ambulatory Surgical Facility**

A specialized facility:

1. 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 sixty (60) 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).

**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.

### **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

### **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 (RN) or other specially trained Hospital personnel;

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

### **Late Enrollee**

An individual who is enrolled for coverage after the initial eligibility date, described in "Eligibility Provisions." Note, however, a Special Enrollee shall not be considered a Late Enrollee hereunder.

### **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.

### **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.

### **Plan Year**

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.

### **Temporomandibular Joint Dysfunction**

Manipulation of the joint or correction of occlusion by orthodontic treatment.

### **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, Inc.

### **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.

## INDEX

A.C.E. vs. A.R.B.	54
A.D.D / Narcolepsy	54
Abortions	
– Elective	14
– Medically Necessary	14
Accident Expense	8, 14
Accidental Injury	91
Active Employees and Spouses Age 65 and Older	77
Active Service	91
Acupuncture	14
Admissions	
– Emergency / Urgent	58
– Maternity	57
– Hospital	23
– Scheduled	57
Alcoholism	9, 14
All Other Covered Persons Not in Active Service	77
Allowable Expenses - Coordination of Benefits	74
Ambulance, Air	14
Ambulance, Ground	14
Ambulatory Surgical Facility	14, 91
Anabolic Steroid	54
Anesthesia Services	14
Annual Open Enrollment	91
Anorectics	54
Anorexia	15
Appeal (Claim)	72
Appetite Suppressants	54
Artificial Insemination	15
Assault or Illegal Occupation	15
Behavioral Modification	15
Benefits from Other Sources – Dental	41
Birth Control	
– Contraceptives	54
– Prescriptions	15
– Procedure	15
Blood and Blood Derivatives	15
Bulimia	15
Calendar Year	92
Calendar Year Deductible – Dental	41
Calendar Year Deductible – Medical	8, 15

Calendar Year Maximum – Dental	41
Calendar Year Family Deductible – Medical	8, 16
Calendar Year Out of Pocket Maximum – Medical	8, 16
Cataract Surgery, Eye Wear	16
Change in Classification of a Covered Dependent	64
Change in Classification of a Covered Employee	64
Chemical Dependency / Alcoholism	8, 16, 92
Chemotherapy	17
Chiropractic Care	9, 17
Circumcision, Penal	
– Adult	17
– Newborn	17
Claim Denial	72
Claim Determination Period	74
Claim Provision	72
Claim Submission	71
Close Relative	92
Coinsurance – Dental	41
Coinsurance – Medical	9, 17
Contact Lenses	47, 49
Coordination of Benefit	74
Co–Payment	
– Medical	17
– Vision	47
Complaints (HIPAA)	87, 89
Complications of Pregnancy	92
Concurrent Review	60
Convalescent Care Facility	9, 17, 92
Cosmetic Expenses	18
Cosmetic Medication	54
Cost of Continuation	69
Coverage After Termination	68
Covered Expenses – Dental	40, 41, 42-43
Creditable Coverage	93
Custodial Care	18, 93
Deductible	
– Dental	40, 41
– Medical	18
Deductible Carry-Over Provision – Medical	18
Deductible Credits	12
Dental Care	18, 41
Dentist	39
Dependent Eligibility	62
DESI Drugs	55
Diabetic Supplies	32, 55

Diagnostic Services	18
Disability Due to End Stage Renal Disease	78
Drugs – Prescription	18
Durable Medical Equipment	18, 58, 93
Eating Disorders	19
Educational Services	19
Educational Services, Diabetes	9, 19
Effective Date of Coverage	
– Dependent	63
– Employee	61
– Newborn Children	63
Emergency Room Services	9, 19
Employee Eligibility	61
Employment Related Injury or Illness	19
ERISA Rights of Covered Employees	82
Essential Health Benefit	93
Excess of Reasonable and Customary Charges	19
Excess of the Benefits Specified in the Plan	19
Experimental or Investigational Drugs	55
Experimental or Investigational Services or Supplies	19
Extended Coverage for Dependent Children	67
Eyeglass Frames	47, 48
Eyeglass Lenses	47, 48
Facility Administered Medication	55
Family and Medical Leave Act of 1993 (FMLA) <sup>5</sup>	65
Family Provided Services	20
Fiduciary	94
Fluoride Supplements	55
Flu Shots	20
Foreign Assignments	20
Foreign Travel	20
Genetic Testing	20
Government Owned / Operated Facility	21
Hair Replacement and / or Wigs	21
Health Maintenance Organization Coverage	74
Health Risk Assessment	13
Hearing Aids	21
Hearing Exams	21
HIV / AIDS Medications	55
Home Health Care	21, 94
Hospice	22
Hospice Care	94
Hospital	94
Hospital Services	9, 23
Illness	94

Imitrex (Motion Sickness)	55
Immunizations	23, 28, 29, 30, 56
Incapacitated Child Provision	24
Infertility Medications	56
Injury	95
Intensive Care Unit	95
Interferon	56
Late Enrollee	41, 50, 95
Learning Disorders	24
Legal Actions	73
Lens Extras	47, 48
LifeStyles – Health Incentive Program	9, 12
Lifetime Maximum Benefit - Orthodontic Services	40
Lifetime Maximum Benefit - Medical	10, 24
Mammogram	24
Mastectomy <sup>2</sup>	24
Maternity Expenses <sup>3</sup>	24
Medical and Service Errors	38
Medical Emergency	95
Medically Necessary / Medical Necessity	95
Medicare	77, 96
Mental / Nervous Conditions	10, 25, 96
Network	10, 25
Newborn Expenses	26
No Legal Obligation to Pay	26
Non-Legend Drugs	56
Not Medically Necessary	26
Notice of Continuation	69
Notice of Privacy Practices	84
Nutritional Supplements	56
Obesity or Weight Control	26, 29, 30
Optician	46
Optometrist	46
Order of Benefit Determination	74
Orthotics	31
Out of Pocket Limit	26
Outpatient Dialysis	26
Oxygen	27
Pap Smears	27, 31
Payment to Other Carriers	75
Personal Hygiene	27
Physician	96
Physician / Specialist Co-Pay	10, 27
Physician Charges, Certain	27
Plan – Coordination of Benefits	74

Plan Sponsor	96
Plan Year	96
Plans with 100 or More Employees Covered	78
Podiatry	10, 28
Pre-Admission Testing	28
Pre-Certification <sup>3</sup>	57
Pre-determination – Dental	39
Pre-Existing Conditions <sup>4</sup>	28
Pre-Marital Exams	28
Prescription Drug	
– Co-Pays	10
– Coverage	54, 77
Prescriptions	
– Birth Control	54
– Miscellaneous	56
– Worker’s Compensation Related	56
Preventive Care	28-31
Prior Determination	59
Prophylactic Services	31
Prostate Exams	11, 31
Prosthetics	
– Dental	44, 45
– Medical	31
Qualified Medical Child Support Order (QMCSO) <sup>6</sup>	64
Qualifying Events	68
Radiation	31
Reasonable and Customary Charges	96
Reconstructive Surgery	32
Recovery	75
Release of Information	76
Review (Claims)	73
Right to Investigate Claims	72
Right of Recovery	81
Robotic Assisted Surgery	32
Routine Physical Exams	10, 32
Routine Vision Exams	47, 48
Second Surgical Opinion	32
Secondary Coverage	32
Self–Inflicted Injuries	32
Smoking Cessation	32
Smoking Deterrent	56
Special Enrollee	28, 97
Special Enrollment Period	61, 63, 97
Special Enrollment Period - CHIPRA	79
Sterilization	33

Subrogation	80
Supplies, Diabetic	33
Supplies, Medical and Surgical	33
Surgery	33
Surgery Assistant	33
Temporomandibular Joint Dysfunction	11, 33, 97
Termination of Continuation of Coverage	69
Termination of Dependent Coverage	67
Termination of Employee Coverage	65
Termination of Plan	90
Therapeutic Devices	56
Therapy	
– Biofeedback, Recreational or Education	33
– Occupational	33
– Physical	33
– Speech	34
Third Party Administrator	4, 89, 97
This Plan / Plan	97
Time Limit for Submitting Claims	72
Total Disability or Totally Disabled	97
Transplant, Non-Human to Human	34
Transplant, Organ	34
Transsexual Surgery	35
Uniformed Services Employment and Reemployment Act	70
Urgent Care Facility	35
Vision Benefits	46
Vision Expenses (under Medical Coverage)	35
Waiting Period	4
Waiting Period – Late Enrollees	41
War or Acts of War	35
Well Baby Care	11, 35

## References

- <sup>1</sup> 29 CFR 2520.102-3  
(Contents of Summary Plan Description)
- <sup>2</sup> 29 CFR Chapter XXV  
45 CFR Subtitle A  
(Coverage for Breast Reconstruction and Related Services after a Mastectomy; Proposed Rule [05/28/1999])
- <sup>3</sup> 26 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])
- <sup>4</sup> 26 CFR Part 54 & 602,  
29 CFR Part 2590,  
45 CFR 144, 146 & 147  
(Health Insurance Portability for Group Health Plans; Interim Rules and Proposed Rule [04/08/1997]),
- <sup>5</sup> 29 CFR Part 2590 Subpart C
- <sup>6</sup> 29 CFR Part 2590  
45 CFR Part 303  
(National Medical Support Notice [11/15/1999])
- <sup>7</sup> 29 CFR Part 825  
(Family Medical Leave Act 1993)