

# THE CONSUMER CHOICE HSA HEALTHCARE PLAN



**"Creating A More Educated Georgia"**

**THE  
UNIVERSITY  
SYSTEM OF  
GEORGIA**

## RESOURCE CONTACTS

Should you have questions regarding your Consumer Choice HSA healthcare plan benefits, please contact the appropriate resource(s) identified below:

For Questions About:	Please Contact	Location
<p style="text-align: center;"><b>Claims/Coverage Provided by the Plan</b></p> <p>For information regarding the participating providers.</p>	<p>Campus Human Resources/ Benefits Office</p> <p>Anthem Blue Cross Blue Shield</p>	<p>Your Institution</p> <p>1-800-424-8950 TDD/404-842-8073</p>
<p style="text-align: center;"><b>Anthem Online Tools and Online Provider Directory</b></p>	<p>Anthem Blue Cross Blue Shield</p>	<p><a href="http://www.anthem.com">www.anthem.com</a> or <a href="http://www.anthem.com/usg">www.anthem.com/usg</a></p>
<p style="text-align: center;"><b>Pre-certification for Specific Outpatient/All Inpatient Hospital Services</b></p>	<p>Anthem Blue Cross Blue Shield</p>	<p>1-800-233-5765 TDD/1-800-368-4424</p>
<p style="text-align: center;"><b>24/7 NurseLine</b></p> <p>For emergency room referral and for medical information from a registered nurse, 24 hours a day, 7 days a week.</p>	<p>Anthem Blue Cross Blue Shield</p>	<p>1-888-724-2583 TDD/1-800-368-4424</p>
<p style="text-align: center;"><b>Health Support Programs</b></p>	<p>Anthem Blue Cross Blue Shield</p>	<p>1-800-424-8950 TDD/1-800-368-4424</p>
<p style="text-align: center;"><b>Centers of Excellence Transplant Program</b></p>	<p>Anthem Blue Cross Blue Shield</p>	<p>1-800-824-0581 TDD/1-800-368-4424</p>
<p style="text-align: center;"><b>Behavioral Health &amp; Substance Abuse Providers/Facilities</b></p>	<p>Anthem Blue Cross Blue Shield</p>	<p>Call the number located on your identification card. 1-866-621-0554</p>
<p style="text-align: center;"><b>Pharmacy Benefits</b></p>	<p>CVS/caremark</p>	<p>1-800-424-8950</p>
<p style="text-align: center;"><b>HIPAA Coverage</b></p>	<p>Secretary</p>	<p>U.S. Dept. of Health and Human Services Office of Civil Rights, Region IV 61 Forsyth St. SW, Suite 3B70 Atlanta, GA 30303-8909 404-562-7886 (metro Atlanta) 1-866-627-7748 (outside of metro Atlanta)</p>

University System of Georgia benefits website: [www.usg.edu/hr/benefits](http://www.usg.edu/hr/benefits).

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## **About Health Savings Accounts**

This high deductible health plan is designed to be a federally qualified High Deductible Health Plan compatible with Health Savings Accounts. Participation in this Plan may qualify you to make a pre-tax annual contribution to a Health Savings Account (HSA). Blue Cross and Blue Shield of Georgia does NOT provide tax advice, but if you are an eligible individual, you may be able to use an HSA to take advantage of the income tax benefits available when you use money you put into the HSA to pay for qualified medical expenses that are not paid by this Plan. For more information on whether you are eligible to contribute to an HSA and the rules for such contributions, refer to the University System of Georgia's health benefits website, <http://www.usg.edu/hr/benefits>. Keep in mind that if you are covered by another health plan, including Medicare, you are not eligible to make new contributions to an HSA, although you may still withdraw from an existing HSA.

# INTRODUCTION

This booklet (the "Benefit Booklet") describes the University System of Georgia Consumer Choice HSA Healthcare Plan (the Plan), available to employees and pre-Medicare retirees, as it is in effect as of January 1, 2019.

Your healthcare plan is designed with two important goals in mind. The primary purpose of the Plan is to provide you and your family with access to medical care in the event of an illness or serious injury. Your Consumer Choice HSA Healthcare Plan will offset member costs for Medically Necessary treatment of covered illnesses and/or injuries.

The second goal of the Plan is to encourage covered members and their families to take an active role in decisions regarding their healthcare. Your involvement begins with reading this booklet and with learning how the Consumer Choice HSA Healthcare Plan works. It is your responsibility to make efficient use of the coverage provided by the Plan. Should you have questions regarding your benefits, as presented in this booklet, please contact your campus Human Resources/Benefits Office or the appropriate vendor. Vendors are listed on the inside front cover of this plan summary document. This Benefit Booklet uses a number of capitalized terms that are defined in the "Definitions" section of this Benefit Booklet. Please refer to the Definitions section for an explanation of these terms. Also, keep in mind that this Benefit Booklet is a summary only; it does not describe every aspect of the Plan that may affect your benefits.

## How to Get Language Assistance

The Plan is committed to communicating with Members about the Plan no matter what their language is. The Claims Administrator employs a language line interpretation service for use by all their Customer Service call centers. Simply call the Customer Service phone number on the back of your Identification Card, and a representative will be able to help you. Translation of written materials about your benefits is also available through Customer Service. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

## BENEFITS AT A GLANCE

In this section you will find an outline of the benefits included in your Plan and a summary of any Deductibles and Coinsurance that you must pay. Also listed are any Benefit Period Maximums or limits that apply. Please read the "What's Covered" and Prescription Drugs sections for more details on the Plan's Covered Services. Read the "What's Not Covered" section for details on Excluded Services.

All Covered Services are subject to the conditions, exclusions, limitations, and terms of this Benefit Booklet including any endorsements, amendments, or riders.

To get the highest level of benefits at the lowest out-of-pocket cost, you must get Covered Services from an In-Network Provider. Benefits for Covered Services are based on the Maximum Allowed Amount, which is the most the Claims Administrator will allow for a Covered Service. When you use an Out-of-Network Provider you may have to pay the difference between the Out-of-Network Provider's billed charge and the Maximum Allowed Amount in addition to any Coinsurance, Deductibles, and non-covered charges. This amount can be substantial. Please read the "Claims Payment" section for more details.

Deductibles, Coinsurance, and Benefit Period Maximums are calculated based upon the Maximum Allowed Amount, not the Provider's billed charges.

**There is no pre-existing condition waiting period.**

## BENEFITS AT A GLANCE

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS <i>In-Network</i>	PLAN PROVISIONS AND BENEFITS <i>Out-of-Network</i>
<p><b><u>Annual Deductible</u></b></p> <ul style="list-style-type: none"> <li>• Individual – In-Network and Out-of-Network are separate—they do not cross accumulate (single coverage)</li> <li>• Family – In-Network and Out-of-Network are separate—they do not cross accumulate (covering two or more individuals)</li> </ul>	<p>\$2,200</p> <p>\$4,400</p>	<p>\$4,400</p> <p>\$8,800</p>
<p>All services are subject to the calendar year Deductible unless otherwise specified.</p>		
<p><b><u>Maximum Annual Out-of-Pocket</u></b></p> <ul style="list-style-type: none"> <li>• Individual (single coverage)</li> <li>• Family (covering two or more individuals)</li> </ul> <p>Includes the Calendar Year Deductible. In-Network and Out-of-Network amounts remain separate—they do not cross accumulate.</p>	<p>\$3,700</p> <p>\$7,400</p>	<p>\$7,400</p> <p>\$14,800</p>
<p><b>Annual Deductibles, annual Out-of-Pocket Maximums, and annual visit limitations, will be based on a January 1 - December 31 plan year.</b></p> <p><b>Member costs incurred for Balance Billing will not apply toward the annual Deductible(s) or toward the annual Out-of-Pocket Maximum (s).</b></p> <p><b>All Out-of-Network Providers used are subject to Balance Billing.</b></p>		

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<b>Physician Services Provided In An Office Setting</b>		
<ul style="list-style-type: none"> <li>• <b>Physician Office Visit</b></li> <li>• <b>Specialist Office Visit</b></li> <li>• LiveHealth Online Visit</li> <li>• LiveHealth Online Psychology Visit</li> <li>• CVS MinuteClinic</li> </ul>	80% 80% 80% 80% 80%	60% 60% N/A N/A N/A
<ul style="list-style-type: none"> <li>• <b>Preventive Care</b></li> </ul>	100%	60%
<ul style="list-style-type: none"> <li>• <b>Laboratory Services</b>  <i>(Exclusive of Wellness Care/Preventive Healthcare)</i>  <i>Laboratory, X-ray, Allergy Testing, Diagnostic Tests, and Injectable Medications.</i>  <i>Injectable medications that are provided in a physician's office may be covered under medical benefits.</i>  <b>Pre-certification for diagnostic testing may be required.</b></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Maternity Care</b>  <i>(Routine Prenatal care, Delivery and Postnatal)</i></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Office Surgery</b>  <i>Pre-certification may be required.</i></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Second Surgical Opinion</b>  <i>(Elective Surgery)</i></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Allergy Testing</b></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Allergy Shots &amp; Serum</b></li> </ul>	80%	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<ul style="list-style-type: none"> <li>• <b>Treatment of TMJ</b> <i>(Temporomandibular Joint Disorders)</i></li> </ul> <p><b>Pre-certification may be required.</b></p>	80%	60%
<b>Inpatient Hospital Services</b>		
<p><b>Inpatient Hospital Services</b></p> <ul style="list-style-type: none"> <li>• <b>Physician Services</b></li> </ul> <p><i>Physician services may include surgery, anesthesiology, pathology, radiology and/or maternity care/delivery.</i></p> <p><b>Pre-certification may be required.</b></p>	<p>80%</p> <p>Some <b>hospital-based</b> Physicians (examples: emergency room physicians, anesthesiologists, pathologists, and/or radiologists) providing services may not be a part of the network even if the Hospital is In-Network. Services provided by Out-of-Network Physicians will be covered at 60% of the network rate and will be <b>subject to the Out-of-Network Deductible and Balance Billing.</b></p>	60%
<ul style="list-style-type: none"> <li>• <b>Hospital Services Other Than Those For Emergency Room Care</b></li> </ul> <p><i>Inpatient Care (Includes inpatient short term rehabilitation services)</i></p> <p><b>Pre-certification may be required.</b></p>	80%; Limited to semi-private room	60%
<ul style="list-style-type: none"> <li>• <b>Maternity Care</b></li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Laboratory Services</b></li> </ul>	80%	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS <i>In-Network</i>	PLAN PROVISIONS AND BENEFITS <i>Out-of-Network</i>
<ul style="list-style-type: none"> <li>Hospice Care</li> </ul> <p><i>Pre-certification is required.</i></p>	100%; <i>subject to deductible.</i>	100%; <i>subject to deductible and balance billing.</i>
<ul style="list-style-type: none"> <li>Treatment of TMJ <i>(Temporomandibular Joint Disorders)</i></li> </ul> <p><i>Surgical treatment</i></p> <p><i>Pre-certification may be required.</i></p>	80%	60%
<b>Outpatient Hospital/Facility Services</b>		
<ul style="list-style-type: none"> <li>Physician Services</li> </ul> <p><i>Pre-certification may be required.</i></p>	80%  Some <i>hospital-based</i> Physicians (examples: emergency room physicians, anesthesiologists, pathologists, and/or radiologists) providing services may not be a part of the network. Services provided by Out-of-Network Physicians will be covered at 60% of the network rate; <i>subject to the Out-of-Network Deductible and balance billing.</i>	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<ul style="list-style-type: none"> <li>Care in a Hospital Emergency Room (ER)</li> </ul> <p><i>For treatment of an emergency medical condition or injury</i></p>	80%	80%
<ul style="list-style-type: none"> <li>Urgent Care Services</li> </ul>	80%	60%
<ul style="list-style-type: none"> <li>Home Health Care Services</li> </ul> <p><i>Pre-certification may be required.</i></p> <p>Home Health Care services are limited to 120 visits per calendar year (combined in-network and out-of-network)</p>	80%	60%
<ul style="list-style-type: none"> <li>Skill Nursing Facility</li> </ul> <p><i>Pre-certification is required.</i></p> <p>Limited to 30 days per member per plan year (combined In-Network and Out-of-Network)</p>	80%	60%
<ul style="list-style-type: none"> <li>Cochlear Implants</li> </ul> <p><i>Pre-certification may be required.</i></p>	80%	60%
<ul style="list-style-type: none"> <li>Hearing aids for covered dependent children 18 years old and under</li> </ul>	90% of network rate <b>Initial:</b> 1 hearing aid per ear with a limit of \$3000 per ear <b>Replacement:</b> 1 hearing aid per ear every 48 months	60% of eligible charges <b>Initial:</b> 1 hearing aid per ear with a limit of \$3000 per ear <b>Replacement:</b> 1 hearing aid per ear every 48 months
<ul style="list-style-type: none"> <li>Wigs (when medically necessary)</li> </ul>	80%	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<ul style="list-style-type: none"> <li><b>Ambulance Services</b></li> </ul> <p><i>Land or air ambulance for Medically Necessary emergency transportation only.</i></p>	80%	60%
<ul style="list-style-type: none"> <li><b>Durable Medical Equipment (DME)</b></li> </ul> <p><i>Rental or Purchase</i></p>	80%	60%
<ul style="list-style-type: none"> <li><b>Outpatient Short Term Rehabilitation Services</b></li> </ul> <p><b>Physical Therapy, Occupational Therapy, Chiropractic Care and Services of Athletic Trainers – 20 visits per calendar year combined specialties for In- and Out-of-Network combined</b></p> <p><b>Speech Therapy – 20 visits per calendar year for In- and Out-of-Network combined</b></p> <p><b>Cardiac Therapy – no visit limit</b></p> <p><b>Respiratory Therapy – 30 visits per calendar year for In- and Out-of-Network combined</b></p>	80%	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<p><b><u>Limited Medical Coverage for Dental/Oral Care</u></b></p> <ul style="list-style-type: none"> <li>• <b>Surgical Extraction of Impacted Teeth</b></li> </ul> <p><i>Medical benefits are not available for partially erupted teeth.</i></p>	80%	60%
<ul style="list-style-type: none"> <li>• <b>Dental/Oral Care</b></li> </ul> <p><b><i>Not covered; other than accidental injury to natural teeth. (Initial services, supplies or appliances for dental care or treatment required as a result of, and directly related to, accidental bodily injury to sound natural teeth or structure occurring while a member is covered by this contract and performed within 180 days after the accident.)</i></b></p> <p><b><i>Please Note: Outpatient charges and anesthesia for dental services for children may be covered but will require prior approval.</i></b></p>	80%	60%

SELECTED PLAN FEATURES AND COVERED SERVICES	PLAN PROVISIONS AND BENEFITS In-Network	PLAN PROVISIONS AND BENEFITS Out-of-Network
<p><b><u>Mental Health/Substance Abuse Services</u></b></p> <ul style="list-style-type: none"> <li>▪ Inpatient mental health and substance abuse services* (facility and physician fee)</li> </ul> <p>Residential Treatment Center</p> <ul style="list-style-type: none"> <li>▪ Partial Hospitalization Program (PHP) and Intensive Outpatient Program (IOP)* (facility and physician fee)</li> <li>▪ Office mental health and substance abuse services (physician fee)</li> <li>▪ Outpatient mental health and substance abuse services (physician fee)</li> </ul> <p>(*Services must be authorized by calling 1-800-292-2879. Failure to pre-certify will result in denial of benefits.)</p>	<p>80% of network rate</p>	<p>60% of network rate</p>
<p><b>Autism / Applied Behavioral Analysis (ABA) Therapy</b></p>	<p>80% of network rate</p>	<p>60% of network rate</p>
<p><b><u>Organ and Tissue Transplants</u></b></p> <p><i>The Centers of Excellence Programs direct patients to network heart, liver, lung and bone marrow transplant specialists.</i></p> <p><b>Prior approval may be required.</b></p>	<p><b><i>In-Network:</i></b> 80% at a contracted transplant center; <b><i>subject to deductible</i></b></p> <p><b><i>Out-of-Network:</i></b> 60% of UCR (the "Usual, Customary and Reasonable" fee, as determined by the Plan Administrator) at a non-contracted transplant center; <b><i>subject to deductible and to balance billing.</i></b></p> <p><b><i>There will be no donor search benefit provided if an individual uses a non-contracted transplant center.</i></b></p> <p>For additional information regarding the COE Program for organ and tissue transplants, please contact Anthem at 1-866-694-0724.</p>	
<p align="center"><b>Prescription Drugs: See "Pharmacy Benefit Management (PBM) Program"</b></p>		

<b>OUT OF COUNTRY</b>
Subject to Deductible Coinsurance: 20% Note: All plan exclusions and limitations still apply.

*The University System of Georgia Consumer Choice HSA Healthcare Plan does not have the legal authority to intervene when an Out-of-Network Provider Balance Bills the Member. Therefore, the Plan cannot reduce or eliminate balance billed amounts. The Plan will not make additional payments above the Plan-allowed benefit limits.*

## WHO CAN ENROLL

If you are employed by the University System of Georgia with a work commitment of three-quarters time (30 hours per week) or more on a regular basis, you are eligible for coverage under the Consumer Choice HSA Healthcare Plan. You must contact your Human Resources/Benefits Office and enroll online. If you are enrolling dependents, you will need to provide copies of required documentation supporting eligibility.

## HOW TO ENROLL

You must complete the enrollment process for healthcare coverage. You may obtain information from your campus Human Resources/Benefits Office. The completed enrollment must include the legal names, birth dates and social security numbers of any enrolled family member.

The Plan provides four levels of coverage:

Single	Employee + One Child	Employee + Spouse	Family
Employee Only	Employee + One Child	Employee + Spouse	Employee + Two or More Dependents (Spouse and/or Children)

## DEPENDENT COVERAGE

When an Employee elects "**Employee + One Child**," "**Employee + Spouse**," or "**Family**" coverage, his/her eligible dependents may be covered by the Plan. Eligible dependents of an Employee include:

- The Employee's legal spouse;
- The Employee's dependent child until the end of the month in which he/she attains age 26; "child" includes legally adopted children from the date the Employee assumes legal responsibility, children for whom the Employee assumes legal guardianship and stepchildren. Also included are the Employee's children (or children of the Employee's Spouse) for whom the Employee has legal responsibility resulting from a valid court decree.
- Children who are mentally or physically disabled and totally dependent on the Employee for support, regardless of age. To be eligible for coverage as an incapacitated Dependent, the Dependent must have been covered under this Plan immediately prior to reaching age 26.

Certification of the disability is required within 30 days of attainment of age 26. A certification form is available from the Employer or from the Claims Administrator and may be required periodically.

If you have a dependent(s) employed by the University System of Georgia, and your dependent(s) is participating in any University System of Georgia healthcare plan, you *may not* cover that dependent(s) under your "**Employee + One Child**," "**Employee + Spouse**," or "**Family**" coverage.

If your spouse is employed by the University System of Georgia, but he/she does not elect to participate in an available healthcare plan, you may cover him/her under your "**Employee + Spouse**" or "**Family**" coverage.

***If both a husband and wife are benefits-eligible Employees of the University System of Georgia, only one may elect to provide coverage for the other spouse and/or dependents.***

## **WHEN EMPLOYEE COVERAGE BEGINS**

As an Employee of the University System of Georgia, you have 30 days from your effective date of employment to enroll for coverage in a healthcare plan. If you enroll in this Plan within 30 days of your employment date, coverage becomes effective on the first day of the month following enrollment unless enrollment is on the first day of the month, in which case coverage becomes effective upon enrollment. For those Employees covered under an academic contract, benefits will begin on the first day of the contract if enrolled on or before that day or on the first day of the month following enrollment if they enroll after the contract start.

## WHEN DEPENDENT COVERAGE BEGINS

If an eligible Dependent is enrolled in the Plan when the Employee is, under Employee + Spouse or Employee + Family coverage, the Dependent's coverage is effective at the same time that the Employee's coverage is. If a Dependent is enrolled later, the Dependent will become covered on the first of the month following his/her enrollment, except that an Employee, Spouse or child who is enrolled within 30 days of birth, adoption or placement for adoption will be covered effective as of the date of birth, adoption or placement for adoption.

You will be required to ensure that your Dependents, including newborns, are enrolled in the Plan even if you already have Employee + Family coverage. Otherwise, your Dependent will not be covered under the Plan. Contact your campus Human Resources/Benefits Office to convey all appropriate information.

## ADDING OR DELETING DEPENDENTS

When you have a qualifying event, you will need to contact your campus Human Resources/Benefit Office to complete a change to add or to delete a Dependent from your coverage. Some examples of “**qualifying events**” include: (A) a change in employment status for you or your spouse; (B) a change in marital status; and (C) the birth or adoption of a child (including stepchildren and legally placed foster children). *There are other examples of qualifying events.*

A change must be completed with your campus Human Resources/Benefits Office within 30 days of a qualifying event; any change to your Dependent coverage must be consistent with the qualifying event, except that if you acquire a new Dependent through birth, adoption or placement for adoption, you may enroll yourself or both yourself and your spouse, as well as the new Dependent child and all eligible dependent children in the Plan if you enroll your new Dependent. If you do not exercise your right to make a change to your coverage within 30 days after the qualifying event, you may not change your coverage until the next open enrollment period.

### **Change of Status Upon Attainment of Age 26**

Your Consumer Choice HSA Healthcare Plan will provide coverage for your Dependent until the end of the month in which he/she attains age 26. For information regarding your dependent's ability to continue healthcare coverage after he/she turns 26, please see page 66 for the section entitled, **Your COBRA Rights**.

## **USG OPEN ENROLLMENT PERIOD**

Open enrollment is generally held during the fall of each calendar year. Your Human Resources/Benefits Office will advise you of the specific dates for your campus open enrollment period.

Healthcare plan elections made during an open enrollment period will become effective at the beginning of a new plan year. The plan year for the University System of Georgia is currently a calendar year (January 1 – December 31).

During an open enrollment period, an active, eligible Employee may elect to: (1) enroll in a healthcare plan; (2) drop healthcare coverage; (3) participate in a different healthcare plan option; and/or (4) change his/her level of coverage (i.e. Employee Only, Employee + One Child, Employee + Spouse, or Family). Members who have COBRA coverage will have the same open enrollment period and options.

## **THE COST OF YOUR HEALTHCARE COVERAGE**

The University System of Georgia pays a significant portion of the cost of your coverage under this Plan. Your enrollment kit will include information on the cost of this Plan as well as any other option that is available to you. Your campus Human Resources/Benefits Office will notify you of any changes in the cost to you of Plan coverage, although it is unlikely that there would be a mid-year change. Your premium depends upon the level of coverage (employee only, employee + one child, employee + spouse, or family) that you select. Active Employees (as opposed to retirees) will pay their share of the cost of coverage with pre-tax dollars.

## **QUALIFYING EVENTS FOR CHANGES IN HEALTHCARE PLAN COVERAGE**

If you are an active Employee, your share of the cost for healthcare plan premiums is paid with pre-tax dollars. Accordingly, the Internal Revenue Services (IRS) has established strict rules regarding the operation of your healthcare plan. IRS rules state that the choices made by a covered member during an open enrollment period must remain in effect for the entire plan year (January 1 through December 31). The only exception permitted under IRS rules is when a covered member has a qualifying event.

If you have a qualifying event, you may add, change, or discontinue healthcare coverage in a manner that is consistent with that qualifying event. Appropriate documentation that verifies the occurrence of the qualifying event must be presented to your campus Human Resources/Benefits Office before a change in healthcare plan coverage will be granted or approved. Some examples of qualifying events include:

- A change in your marital status;
- The birth, adoption of a child (including stepchildren and legally placed foster children) or placement of a child for adoption;
- The death of a covered dependent;
- A change in the employment status of a covered member, his/her spouse, or his/her covered dependent(s), that affects eligibility for coverage under a cafeteria or other qualified healthcare plan;
- The loss of eligibility status by a covered dependent;

- A campus approved leave of absence without pay (maximum of 12 months);
- You and/or your spouse being called to full-time active military service/duty;
- Losing or gaining healthcare coverage eligibility under Medicare or Medicaid;
- A change in residence to a location outside of a healthcare plan's service area;
- Healthcare plan election choices made by spouses with different employers in which the employers have different healthcare plan years (*Please see the example below*)

**Example:**

You work for the University System of Georgia (USG) and have a January 1 – December 31 health benefits plan year. Your spouse works for XYZ employer. XYZ has an October 1 – September 30 health benefits plan year. **Both employer health benefits plans are qualified healthcare plans.**

You have “*single*” healthcare coverage with the University System of Georgia. Your spouse, employed by XYZ, discontinues his/her healthcare coverage with XYZ effective September 30. September 30 is the end of employer XYZ’s plan year. You wish to add your spouse, employed by XYZ, under your healthcare plan with the University System of Georgia, effective October 1. You request to make this change to avoid a break in healthcare coverage for your spouse.

Your spouse, employed by XYZ, conveys to XYZ that he/she will no longer participate in XYZ’s healthcare plan effective October 1. Under IRS regulations, the University System of Georgia may permit you to change your election from “*single*” to “*employee + spouse*” effective October 1. The spouse, employed by XYZ, must provide documentation/certification to the USG that he/she has lost healthcare coverage with XYZ within 30 days of the qualifying event.

- The entry of a Qualified Medical Child Support Order (QMCSO)
  - A court-ordered qualified medical child support order (QMCSO) results from a divorce, legal separation, annulment, or change in legal custody. A QMCSO will require that you, your spouse, former spouse or other individual provide healthcare coverage for those enrolled dependent(s) that have been approved by the court. The court order and the effective date of healthcare plan coverage for those court-designated enrolled dependent(s) must be presented to your Human Resources/Benefits Office within 90 days of the court’s decision. If you are not enrolled in any level of coverage, the entry of a QMCSO will require that you enroll yourself as well as the child who is the subject of the QMCSO. There is not an option for child-only coverage.
- Children’s Health Insurance Program Reauthorization Act of 2009 (“CHIPRA”) Under CHIPRA, if you or your spouse or Dependent (each, an “Eligible Individual”) loses coverage under Medicaid or the Children’s Health Insurance Program (“CHIP,” though it is known by other names in other states; Georgia’s, for example, is “PeachCare”) due to the loss of eligibility for such coverage, or becomes eligible for a premium subsidy under Medicaid or CHIP, the Employee may enroll in the Plan within 60 days of the loss of coverage or within 60 days of the date that eligibility for the subsidy is determined. In either case, coverage will become effective as of the date of enrollment and will not be retroactive. The loss of eligibility for premium assistance does not give rise to a right to change coverage, so it would not permit an Employee to drop subsidized coverage outside of an open enrollment period.

**PLEASE NOTE:**

For each of the qualifying events identified above, you must file a **timely** request with your Human Resources/Benefits Office to add or to change healthcare coverage. For instances other than a qualified medical child support order (QMCSO) or a CHIPRA event, "**timely**" generally means **within 30 days of the event** that qualified you for a change in healthcare coverage (i.e., employment, loss of coverage, marriage, birth or adoption, etc.). A QMCSO must be presented to your Human Resources/Benefits Office within 90 days of a court's decision, however, and you have 60 days to provide notice of a CHIPRA event.

A failure to complete a change within these time limits will prohibit you from making such changes until the next open enrollment period. Unless the change is the addition of a new Dependent via

birth, adoption or placement for adoption, the effective date for changes in healthcare coverage will be the first day of the month following the date of the receipt of the request for a change. If you acquire a new Dependent via birth, adoption or placement for adoption, however, and provide notice within 30 days, the enrollment of the new Dependent and of you, your spouse and any other eligible dependent children, if applicable, will be retroactive to the date of birth, adoption or placement for adoption.

To be "consistent with" the qualifying event, the change in your coverage generally must be only to add or drop coverage for the affected individual. For example, if you divorce, you may drop your former spouse from coverage but may not drop your own coverage. An important exception, however, is that if you acquire a new Dependent through birth, adoption or placement for adoption, you may enroll yourself, your Spouse and all eligible dependent children as well as the new dependent child.

## CONTINUATION OF HEALTHCARE COVERAGE INTO RETIREMENT

A University System of Georgia Pre-65 retiree and/or Pre-65 dependents who, upon his/her separation from employment with the University System of Georgia, meets the criteria for retirement as set forth in Sections 8.2.8 and 8.2.9 (Retirement and Insurance) of The Board of Regents Policy Manual, may elect to continue healthcare plan coverage that he/she had immediately prior to retirement.

If you are a retiree or a dependent of a retiree and are turning age 65, your retiree health benefit will be provided in a different way. Medicare Part A and B will become your primary coverage. Your coverage through the USG group healthcare plan will end and you will enroll in supplemental healthcare coverage through the Aon Retiree Health Exchange. The USG retiree health benefit will be a contribution to a Health Reimbursement Account which may be used for reimbursement of monthly supplemental healthcare and/or prescription drug premiums and other eligible healthcare expenses.

## USG RETIREE OPEN ENROLLMENT PERIOD for Pre-65 retirees and dependents

The USG retiree open enrollment period is generally held during the fall of each calendar year and will typically coincide with the open enrollment period for active Employees.

Medicare eligible retirees and dependents age 65 and older open enrollment period will coincide with the Medicare Open Enrollment period.

***A retiree will not be permitted to participate in the open enrollment period unless he/she elected to take healthcare coverage into retirement at the time of his/her separation from employment with the University System of Georgia.***

## PRE-65 RETIREES

During a retiree open enrollment period, an eligible Pre-65 retired employee may elect to: (1) drop or discontinue healthcare coverage; (2) participate in a different healthcare plan option; and/or (3) reduce his/her level of coverage. During the open enrollment period, a Pre-65 retiree shall not be permitted to add healthcare coverage or increase the level of coverage that he/she took into retirement. See Qualifying Events below for permitted changes to a Pre-65 retiree's healthcare plan outside of the open enrollment period.

All eligible changes made during the open enrollment period will be effective as of the next January 1.

## QUALIFYING EVENTS FOR CHANGES IN RETIREE HEALTHCARE PLAN COVERAGE

A USG retiree will be permitted to make a change in the level of USG healthcare coverage that he/she took into retirement if he/she has a qualifying event. The change in retiree healthcare coverage must be consistent with the qualifying event. A retiree will be required to provide the proper documentation to justify a requested benefits coverage change to the campus Human Resources/Benefits Office from which he/she retired. A retiree must request a coverage change within 30 days of the qualifying event.

Appropriate documentation, specific to the qualifying event, must be presented to your campus Human Resources/Benefits Office before a change in healthcare plan coverage will be granted or approved.

There are only five qualifying events that a University System of Georgia institution may consider in granting a change in the level of healthcare coverage for a USG Pre-65 retiree who is enrolled in one of our healthcare plans. Please note: These qualifying events do not apply to retirees who did not continue healthcare coverage into retirement. **As a USG retiree, if you do not continue a USG healthcare plan into retirement – or you decide to end your USG healthcare plan coverage at any point after you retire – you will not be eligible to re-enroll in a USG healthcare plan at any point in the future.** They are:

1. Becoming eligible for Medicare due to a disability;
2. The addition of a dependent(s) because of marriage, birth, adoption or a Qualified Medical Child Support Order (QMCSO);
3. The loss of a dependent's health benefit coverage through a change in a spouse's group coverage, through COBRA coverage, through Medicare, or through Medicaid;
4. A change in a spouse's employment status that affects coverage eligibility under a qualified health plan; and
5. A CHIPRA event described below.

A Qualified Medical Child Support Order (QMCSO) is a court-ordered remedy resulting from a divorce, legal separation, annulment, or change in legal custody. A QMCSO requires that an individual provide healthcare coverage for an enrolled dependent(s) that has been approved by the court. The court order and effective date of healthcare plan coverage for a court-designated enrolled dependent(s) must be presented to the campus Human Resources/Benefits Office from which an individual retired, within 90 days of the court's decision.

You also may make a change in your level of coverage if your spouse or Dependent experiences a "CHIPRA" event. "CHIPRA" is the Children's Health Insurance Program Reauthorization Act of 2009. Under CHIPRA, if your spouse or Dependent (each, an "Eligible Individual") loses coverage under Medicaid or the Children's Health Insurance Program ("CHIP," though it is known by other names in other states; Georgia's, for example, is "PeachCare") due to the loss of eligibility for such coverage, or becomes eligible for a premium subsidy under Medicaid or CHIP, the Employee may enroll the spouse or Dependent in the Plan within 60 days of the loss of coverage or within 60 days of the date that eligibility for the subsidy is determined. In either case, coverage will become effective as of the date of enrollment and will not be retroactive. The loss of eligibility for premium assistance does not give rise to a right to change coverage, so it would not permit an Employee to drop subsidized coverage outside of an open enrollment period.

**PLEASE NOTE:**

For each of the qualifying events that are identified above, one must file a timely request with the Human Resources/Benefits Office from which he/she retired. For instances other than a qualified medical child support order (QMCSO), "timely" means within 30 days of the qualifying event. A QMCSO must be presented to the appropriate Human Resources/Benefits Office within 90 days of the court's decision. You have 60 days to request special enrollment after a CHIPRA event. If you acquire a new Dependent via birth, adoption or placement for adoption and provide notice within 30 days, the enrollment of your Spouse or the new Dependent will be retroactive to the date of birth, adoption or placement for adoption. Otherwise, the new enrollments are effective as of the first day of the month following your providing notice of the event.

A failure to complete a change within 30 (or 60 or 90, as applicable) days of a qualifying event will prohibit one from making such changes. Unless otherwise noted, the effective date for changes in healthcare coverage will be the first day of the month following the date of the receipt of the requested change.

## PERMISSIBLE USG RETIREE HEALTHCARE PLAN CHANGES

Please be reminded that retiree healthcare premiums ***are not paid with pre-tax dollars***. Therefore, a retiree may reduce or discontinue his/her healthcare coverage at any time during the plan year. If you wish to reduce or discontinue your healthcare coverage, please submit your request in writing to the Human Resource/Benefits Office from which you retired.

If you reduce your level of healthcare coverage, you ***will not be permitted*** to increase your coverage at a later date without establishing one of the qualifying events described above. ***As a retiree, if you elect to discontinue your healthcare coverage, you will not be permitted to re-enroll at a later date.***

**Important Note:** Effective July 1, 2015, all Pre-65 Medicare eligible retirees and dependents will have supplemental only coverage through USG Healthcare Plans

# How Your Benefits Work for You

## Introduction

If you have any questions about anything in this Benefit Booklet, please call the member service number located on the back of your Identification (ID) Card.

The Plan has two sets of benefits: In-Network and Out-of-Network. If you choose an In-Network Provider, you will pay less in out-of-pocket costs, such as Deductibles and Coinsurance. If you use an Out-of-Network Provider, you will have to pay more in out-of-pocket costs.

## In-Network Services

A Member has access to primary and some specialty care directly from any In-Network Physician. A Primary Care Physicians / Providers (PCP) Referral is not needed.

When you use an In-Network Provider or get care as part of an Authorized Service (an "Authorized Service" is a special case in which an Out-of-Network Provider will be paid as an in-Network Provider), Covered Services will be covered at the In-Network level. Regardless of Medical Necessity, benefits will be denied for care that is not a Covered Service.

**In-Network Providers** include Primary Care Physicians / Providers (PCPs), Specialists (Specialty Care Physicians/Providers - SCPs), other professional Providers, Hospitals, and other Facilities who contract with the Claims Administrator to care for you.

To see a Doctor, call their office:

- Have your Member Identification Card handy. The Doctor's office may ask you for your group or Member ID number.
- Tell them the reason for your visit.

When you go to the office, be sure to bring your Member Identification Card with you. For services from In-Network Providers:

1. You will not be required to file any claims. In-Network Providers will file claims for Covered Services for you. (You will still need to pay any Coinsurance and/or Deductibles that apply.) You may be billed by your In- Network Provider(s) for any non-Covered Services you get or when you have not followed the terms of this Benefit Booklet.
2. Pre-certification will be done by the In-Network Provider. (See the "Getting Approval for Benefits" section for further details.)

Please refer to the "Claims Payment" section for additional information on Authorized Services.

## Out-of-Network Services

When you do not use an In-Network Provider and the care is not part of an Authorized Service, Covered Services are covered at the Out-of-Network level, unless otherwise indicated in this Benefit Booklet.

For services from an Out-of-Network Provider:

1. The Out-of-Network Provider can charge you the difference between their bill and the Plan's Maximum Allowed Amount plus any Deductible and Coinsurance;

2. You may have higher cost sharing amounts (i.e., Deductibles and Coinsurance);
3. You will have to pay for services that are not Medically Necessary;
4. You will have to pay for non-Covered Services;
5. You may have to file claims; and
6. You must make sure any necessary Pre-certification is done. (Please see “Getting Approval for Benefits” for more details.)

*A determination that Covered Services are Medically Necessary, or even precertification, do not prevent an Out-of-Network Provider from Balance Billing.*

## **How to Find a Provider in the Network**

There are two ways you can find out if a Provider or Facility is in the network for this Plan. You can also find out where they are located and details about their license or training.

- See your Plan’s directory of In-Network Providers at [www.Anthem.com/usg](http://www.Anthem.com/usg) which lists the Doctors, Providers, and Facilities that participate in this Plan’s network.
- Call Customer Service to ask for a list of Doctors and Providers that participate in this Plan’s network, based on specialty and geographic area.

Please note that not all In-Network Providers offer all services. For example, some Hospital-based labs are not part of our Reference Lab Network. In those cases, you will have to go to a lab in the Reference Lab Network to get In-Network benefits. Please call Customer Service before you get services for more information.

If you need help choosing a Doctor who is right for you, call the Customer Service number on the back of your Member Identification Card. TTY/TDD services also are available by dialing 711. A special operator will get in touch with the Claims Administrator to help with your needs.

Please note that Blue Cross Blue Shield Healthcare Plan (BCBSHP) has several networks, and a Provider that is In-Network for one plan may not be In-Network for another. Be sure to check your Identification Card or call Customer Service to find out which network this Plan uses.

# What's Covered

This section describes the Covered Services available under your Plan. Your Covered Services are subject to all the terms and conditions listed in this Benefit Booklet, including, but not limited to, Benefit Maximums, Exclusions and Medical Necessity requirements. Please read the "Benefit at a Glance" section for details on the amounts you must pay for Covered Services and for details on any Benefit Maximums. Also, be sure to read the "How Your Plan Works" section for more information on your Plan's rules. Read the "What's Not Covered" section for important details on Excluded Services.

Your benefits are described below. Benefits are listed alphabetically to make them easy to find. Please note that several sections may apply to your claims. For example, if you have a surgery, benefits for your Hospital stay will be described under "Inpatient Hospital Care" and benefits for your Doctor's services will be described under "Inpatient Professional Service." As a result, you should read all the sections that might apply to your claims.

You should also know that many of the Covered Services can be received in several settings, including a Doctor's office, an Urgent Care Facility, an Outpatient Facility, or an Inpatient Facility. Please see the "Benefit at a Glance" section for more details on how benefits vary in each setting.

## Allergy Services

Your Plan includes benefits for Medically Necessary allergy testing and treatment, including allergy serum and allergy shots.

## Ambulance Services

Medically Necessary ambulance services are a Covered Service when:

- You are transported by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, fixed wing, and rotary wing air transportation; and
- One or more of the following criteria are met:

For ground ambulance, you are taken:

- From your home, the scene of accident or medical Emergency to a Hospital;
- Between Hospitals, including when the Claims Administrator requires you to move from an Out-of-Network Hospital to an In-Network Hospital; or
- Between a Hospital and Skilled Nursing Facility or other approved Facility.

For air or water ambulance, you are taken:

- From the scene of an accident or medical Emergency to a Hospital;
- Between Hospitals, including when the Claims Administrator requires you to move from an Out-of-Network Hospital to an In-Network Hospital as a condition of the hospitalization's being covered under this Plan; or
- Between a Hospital and an approved Facility.

Ambulance services are subject to Medical Necessity reviews.

Emergency ground ambulance services do not require precertification and are allowed regardless of whether the Provider is an In-Network or Out-of-Network Provider. An Out-of-Network Provider, however,

may still balance-bill for the difference between the amount bill and the amount this Plan will cover. A Medical Necessity determination, or even precertification, does not prevent Balance Billing.

When using an air ambulance for non-Emergency transportation, the Claims Administrator reserves the right to select the air ambulance Provider. If you do not use the air ambulance Provider selected, no benefits will be available. Please note that an Out-of-Network Provider may bill you for any charges that exceed the Maximum Allowed Amount. Please see the "Schedule of Benefits" for the maximum benefit.

You must be taken to the nearest Facility that can give care for your condition. In certain cases the Claims Administrator may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or injury by medical professionals from an ambulance service, even if you are not taken to a Facility.

Ambulance services are not covered when another type of transportation can be used without endangering your health. Ambulance services for your convenience or the convenience of your family or Doctor are not a Covered Service.

Other non-covered ambulance services include, but are not limited to, trips to:

- a) A Doctor's office or clinic;
- b) A morgue or funeral home.

#### **Important Notes on Air Ambulance Benefits**

Benefits are only available for air ambulance when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger your health and your medical condition requires a more rapid transport to a Facility than the ground ambulance can provide, the Plan will cover the air ambulance. Air ambulance will also be covered if you are in an area that a ground or water ambulance cannot reach.

Air ambulance will not be covered if you are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility or a rehabilitation facility), or if you are taken to a Physician's office or your home.

#### **Hospital to Hospital Transport**

If you are moving from one Hospital to another, air ambulance will only be covered if using a ground ambulance would endanger your health and if the Hospital that first treats cannot give you the medical services you need. Certain specialized services are not available at all Hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain Hospitals. To be covered, you must be taken to the closest Hospital that can treat you. **Coverage is not available for air ambulance transfers simply because you, your family, or your Provider prefers a specific Hospital or Physician.**

## **Autism Services Applied Behavior Analysis (ABA)**

Your Plan includes coverage for the treatment of neurological deficit disorders.

### **Autism Services**

Your Plan includes coverage for the treatment of neurological deficit disorders, including autism. Your Plan also covers certain treatments associated with autism spectrum disorder (ASD) for dependents through age nineteen. Coverage for ASD includes but is not limited to the following:

- Diagnosis of autism spectrum disorder;

- Treatment of autism spectrum disorder;
- Pharmacy care;
- Psychiatric care;
- Psychological care; and
- Therapeutic care.

Members must use a licensed provider or a board certified behavioral analyst to be eligible for benefits under the plan. Prior Authorization is required before benefits will be approved. There is a \$35,000 annual cap on autism benefits.

## Behavioral Health Services

The Behavioral Health Services program provides benefits coverage for mental health and substance abuse treatment. The Claims Administrator provides a network of healthcare professionals and hospitals. Licensed healthcare professionals are available 24 hours a day, 7 days a week, to provide referrals for mental health and substance abuse treatment.

To access information regarding Member benefits, please contact the Claims Administrator at the number located on your identification card. A Behavioral Health Services care manager will talk with the Member, assess the Member's condition, and discuss available treatment options. The Member's care manager will guide the Member in choosing a provider from among those that participate in the network. The care manager will authorize initial treatment for the Member.

**Please Note:** Please contact Anthem at the number located on your identification card, to determine if pre- certification is required.

### Inpatient Care (Behavioral Health)

If a Member is admitted to an In-Network Hospital or Facility, a care manager will authorize an initial number of days of treatment. During the Member's stay in the hospital, the care manager will review the Member's treatment plan with his/her attending physician and with his/her hospital. The care manager may authorize additional hospital/facility days if the Member's condition is deemed to be medically necessary. The criteria for establishing Medical Necessity will be determined by Anthem.

- In-Network Facility Charges:  
The plan will pay 80% of the network rate; subject to Deductible. Pre- certification is required.
- In-Network Provider Charges:  
The plan will pay 80% of the network rate; subject to Deductible. Pre- certification is required.

Mental health and substance abuse treatment services must be Medically Necessary and must be provided by a qualified professional. A qualified professional is a licensed Psychiatrist (MD); a licensed Clinical Psychologist (Ph.D.); a licensed Clinical Social Worker (LCSW); a licensed Professional Counselor (LPC); a licensed Marriage and Family Therapist (LMFT); and/or a Masters-level RN (Clinical Nurse Specialist).

### ***Expenses That the Mental Health and Substance Abuse Treatment Plan does not Cover.***

Some treatment/services that are not covered by the *Mental Health and Substance Abuse* Program include, but are not limited, to:

- Hypnotherapy
- Childcare, social adjustment, financial, pastoral or marriage counseling
- Psychological testing unrelated to a behavioral diagnosis

- Treatment for attention deficit disorder (ADD) or attention deficit hyper-disorder (ADHD) therapy (except diagnosis and medical management), learning disabilities, developmental delays, or speech disorders
- Educational examinations or neurolinguistical programming
- Court-ordered mental health and substance abuse treatment unless medical necessity is certified by Anthem
- Situational counseling other than for brief visit therapy
- Vocational or education training/services
- Treatment of a condition that arises from mental retardation, academic skills disorder, developmental disorder, or motor skills disorder

## **Cardiac Rehabilitation**

Please see “Therapy Services” later in this section.

## **Chemotherapy**

Please see “Therapy Services” later in this section.

## **Chiropractic Services**

Benefits are available for chiropractic treatments provided by a Doctor of Chiropractic when rendered within the scope of the chiropractic license. Covered Services include diagnostic testing, manipulations, and treatment.

## **Cochlear Implants**

Services for cochlear implants. The batteries for cochlear implant devices are not a Covered Service.

## **Dental Services (All Members / All Ages)**

### **Preparing the Mouth for Medical Treatments**

Your Plan includes coverage for dental services to prepare the mouth for medical services and treatments such as radiation therapy to treat cancer and prepare for transplants. Covered Services include:

- Evaluation
- Dental x-rays
- Extractions, including surgical extractions
- Removal of impacted teeth and associated hospitalization. Pre-certification is required and must be obtained by the Member from a Network Physician
- Anesthesia

### **Treatment of Accidental Injury**

Benefits are also available for dental work needed to treat injuries to the jaw, sound natural teeth, mouth or face as a result of an accident. An injury that results from chewing or biting is not considered an Accidental

Injury under this Plan, unless the chewing or biting results from a medical or mental condition.

Treatment must begin within 12 months of the injury, or as soon after that as possible to be a Covered Service under this Plan.

### **Other Dental Services**

Hospital or Facility charges and anesthesia needed for dental care are covered if the Member meets any of the following conditions:

- The Member is under the age of 7;
- The Member has a chronic disability that is attributable to a mental and/ or physical impairment which results in substantial functional limitation in an area of the Member's major life activity, and the disability is likely to continue indefinitely; or
- The Member has a medical condition that requires hospitalization or general anesthesia for dental care.

Pre-certification is required for all dental services.

### **Diabetes Equipment, Education, and Supplies**

Benefits are provided for medical supplies, services, and equipment used in the treatment of diabetes, including diabetes self-management education programs.

Diabetes self-management training is covered for an individual with insulin dependent diabetes, non-insulin dependent diabetes, or elevated blood glucose levels induced by pregnancy or another medical condition when:

- Medically Necessary;
- Ordered in writing by a Physician or a podiatrist; and
- Provided by a health care professional who is licensed, registered or certified under state law.

For the purposes of this provision, a "health care professional" means the Physician or podiatrist ordering the training or a Provider who has obtained certification in diabetes education by the American Diabetes Association.

For information on equipment and supplies, please refer to the "Medical Supplies, Durable Medical Equipment, and Appliances" provision in this section.

### **Diagnostic Services**

Your Plan includes benefits for tests or procedures to find or check a condition when specific symptoms exist. Tests must be ordered by a Provider and include diagnostic services ordered before a surgery or Hospital admission. Benefits include, but are not limited to, the following services:

#### **Diagnostic Laboratory and Pathology Services**

#### **Diagnostic Imaging Services and Electronic Diagnostic Tests**

- X-rays / regular imaging services
- Ultrasound

- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Hearing and vision tests for a medical condition or injury (not for screenings or preventive care)
- Tests ordered before a surgery or admission.

## **Advanced Imaging Services**

Benefits are also available for advanced imaging services, which include but are not limited to:

- CT scan
- CTA scan
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic Resonance Spectroscopy (MRS)
- Nuclear Cardiology
- PET scans
- PET/CT Fusion scans
- QTC Bone Densitometry
- Diagnostic CT Colonography

The list of advanced imaging services may change as medical technologies change.

## **Dialysis**

See “Therapy Services” later in this section.

## **Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies**

### **Durable Medical Equipment and Medical Devices**

Your Plan includes benefits for durable medical equipment and medical devices when the equipment meets the following criteria:

- Is meant for repeated use and is not disposable.
- Is used for a medical purpose and is of no further use when medical need ends.
- Is meant for use outside a medical Facility.
- Is only for use of the patient.
- Is made to serve a medical use.
- Is ordered by a Provider.

Benefits include purchase-only equipment and devices (e.g., crutches and customized equipment), purchase or rent-to-purchase equipment and devices (e.g., Hospital beds and wheelchairs), and continuous rental equipment and devices (e.g., oxygen concentrator, ventilator, and negative pressure wound therapy devices). Continuous rental equipment must be approved by the Claims Administrator. The Plan may limit the amount of coverage for ongoing rental of equipment. The Plan may not cover more in rental costs than

the cost of simply purchasing the equipment.

Benefits include repair and replacement costs as well as supplies and equipment needed for the use of the equipment or device, for example, a battery for a powered wheelchair.

Oxygen and equipment for its administration are also Covered Services. Benefits are also available for cochlear implants.

Your Plan includes benefits for prosthetics and durable medical equipment and medical supplies for the treatment of diabetes. Your plan also includes benefits for breast pumps as described in the “Preventive Care” section.

## **Orthotics**

Benefits are available for certain types of orthotics (braces, boots, splints). Covered Services include the initial purchase, fitting, and repair of a custom-made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

## **Prosthetics**

Your Plan also includes benefits for prosthetics, which are artificial substitutes for body parts for functional or therapeutic purposes, when they are Medically Necessary for activities of daily living.

Benefits include the purchase, fitting, adjustments, repairs and replacements. Covered Services may include, but are not limited to:

- Artificial limbs and accessories;
- One pair of glasses or contact lenses used after surgical removal of the lens(es) of the eyes);
- Breast prosthesis (whether internal or external) after a mastectomy, as required by the Women’s Health and Cancer Rights Act.
- Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
- Wigs needed after cancer treatment and alopecia areata.

## **Medical and Surgical Supplies**

Your Plan includes coverage for medical and surgical supplies that serve only a medical purpose, are used once, and are purchased (not rented). Covered supplies include syringes, needles, surgical dressings, splints, and other similar items that serve only a medical purpose. Covered Services do not include items often stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

## **Emergency Care Services**

### **Emergency Services**

Benefits are available in a Hospital Emergency Room for services and supplies to treat the onset of symptoms for an Emergency.

### **Emergency Care**

“Emergency Care” means a medical exam done in the Emergency Department of a Hospital, and includes services routinely available in the Emergency Department to evaluate an Emergency Condition. It includes

any further medical exams and treatment required to stabilize the patient.

If you are experiencing an Emergency, please call 911 or visit the nearest Hospital for treatment.

Medically Necessary Emergency Care will be covered whether you get care from an In-Network or Out-of-Network Provider. Emergency Care you receive from an Out-of-Network Provider will be covered as an In-Network service, but you may have to pay the difference between the Out-of-Network Provider's charge and the Maximum Allowed Amount, as well as any applicable Coinsurance or Deductible.

If you are admitted to the Hospital from the Emergency Room, be sure that you or your Doctor calls the Claims Administrator as soon as possible. The Claims Administrator will review your care to decide if a Hospital stay is needed and how many days you should stay. See "Getting Approval for Benefits" for more details.

Treatment you get after your condition has stabilized is not Emergency Care. If you continue to get care from an Out-of-Network Provider, Covered Services will be covered at the Out-of-Network level unless the Claims Administrator agrees to cover it as an Authorized Service. (Refer to the definition of Balance Billing for more details.)

## **Hearing Aids for Children (18 years old and under)**

"Hearing Aid" means any nonexperimental and wearable instrument or device offered to aid or compensate for impaired human hearing that is worn in or on the body. The term "hearing aid" includes any parts, ear molds, repair parts, and replacement parts of such instrument or device, including, but not limited to, nonimplanted bone anchored hearing aids, nonimplanted bone conduction hearing aids, and frequency modulation systems. Personal sound simplification products shall not qualify as hearing aids.

Coverage shall be one hearing aid per hearing impaired ear not to exceed \$3,000.00 per hearing aid for covered dependents 18 years old or under. Coverage shall provide the replacement for one hearing aid per hearing impaired ear every 48 months for eligible covered dependents.

Coverage provided shall include the following:

Medically necessary services and supplies, including the initial hearing aid evaluation, fitting, dispensing, programming, servicing, repairs, follow-up maintenance, adjustments, ear molds, ear mold impressions, auditory training, and probe microphone measurements to ensure appropriate gain and output, as well as verifying benefit from the system selected according to accepted professional standards. Such services shall be covered on a continuous basis, as needed, during each 48 month coverage period not to exceed \$3,000.00 per hearing impaired ear or for the duration of the hearing aid warranty, whichever time period is longer.

## **Home Health Care Services**

When available in your area, benefits are available for Covered Services performed by a Home Health Care Agency or other Provider in your home. To be eligible for benefits, you must essentially be confined to the home, as an alternative to a Hospital stay, and be physically unable to get needed medical services on an outpatient basis. Services must be prescribed by a Doctor and the services must be so inherently complex that they can be safely and effectively performed only by qualified, technical, or professional health staff.

Covered Services include but are not limited to:

- Intermittent skilled nursing services by an R.N. or L.P.N.
- Medical / social services
- Diagnostic services
- Nutritional guidance
- Training of the patient and/or family/caregiver

- Home health aide services. You must be receiving skilled nursing or therapy. Services must be given by appropriately trained staff working for the home health care Provider. Other organizations may give services only when approved by the Claims Administrator, and their duties must be assigned and supervised by a professional nurse on the staff of the home health care Provider or other Provider as approved.
- Therapy Services (except for Manipulation Therapy which will not be covered when given in the home)
- Medical supplies
- Durable medical equipment

Benefits are also available for Intensive In-home Behavioral Health Services. These do not require confinement to the home. These services are described in the “Mental Health and Substance Abuse Services” section below.

## Hospice Care

You are eligible for hospice care if your Doctor and the Hospice medical director certify that you are terminally ill and likely have less than twelve (12) months to live. You may access hospice care while participating in a clinical trial or continuing disease modifying therapy, as ordered by your treating Provider. Disease modifying therapy treats the underlying terminal illness.

Covered Services include:

1. Care from an interdisciplinary team care with the development and maintenance of an appropriate plan of care.
2. Short-term Inpatient Hospital care when needed in periods of crisis or as respite care.
3. Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse.
4. Social services and counseling services from a licensed social worker.
5. Nutritional support, such as intravenous feeding and feeding tubes
6. Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist.
7. Pharmaceuticals, medical equipment, and supplies needed for the palliative care of your condition, including oxygen and related respiratory therapy supplies.
8. Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Member's death. Bereavement services are available to surviving members of the immediate family for one year after the Member's death. Immediate family means your spouse, children, stepchildren, parents, brothers and sisters.

Your Doctor must agree to care by the Hospice and must be consulted in the development of the treatment plan. The Hospice must keep a written care plan on file and give it to the Claims Administrator upon request.

Benefits for Services beyond those listed above, that are given for disease modification or palliation, such as, but not limited to, chemotherapy and radiation therapy, are available to a Member in Hospice. These services are covered under other parts of this Plan.

## Human Organ and Tissue Transplant (Bone Marrow / Stem Cell) Services

Your Plan includes coverage for Medically Necessary human organ and tissue transplants. Certain transplants (e.g., cornea and kidney) are covered like any other surgery, under the regular inpatient and outpatient benefits described elsewhere in this Benefit Booklet.

In this section, you will see the term Covered Transplant Procedure, which is defined below:

## **Covered Transplant Procedure**

As decided by the Claims Administrator, any Medically Necessary human organ, tissue, and stem cell / bone marrow transplants and infusions including necessary acquisition procedures, mobilization, collection and storage. It also includes Medically Necessary myeloablative or reduced intensity preparative chemotherapy, radiation therapy, or a combination of these therapies.

## **Prior Approval and Precertification**

**To maximize your benefits, you should call the Claims Administrator's Transplant Department as soon as you think you may need a transplant to talk about your benefit options. You must do this before you have an evaluation and/or work-up for a transplant.** They will help you maximize your benefits by giving you coverage information, including details on what is covered and if any clinical coverage guidelines, medical policies, or Exclusions apply. Call the Customer Service phone number on the back of your Identification Card and ask for the transplant coordinator. Even if you are given a prior approval for the Covered Transplant Procedure, you or your Provider must call the Transplant Department for Precertification prior to the transplant whether this is performed in an Inpatient or Outpatient setting.

Precertification is required before the Plan will cover benefits for a transplant. Your Doctor must certify, and the Claims Administrator must agree, that the transplant is Medically Necessary. Your Doctor should send a written request for Precertification to the Claims Administrator as soon as possible to start this process. Not getting Precertification will result in a denial of benefits.

Please note that there are cases where your Provider asks for approval for HLA testing, donor searches and/or a collection and storage of stem cells prior to the final decision as to what transplant procedure will be needed. In these cases, the HLA testing and donor search charges are covered as routine diagnostic testing. The collection and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor search and/or collection and storage is NOT an approval for the later transplant. A separate Medical Necessity decision will be needed for the transplant.

## **Donor Benefits**

Benefits for an organ donor are as follows:

- When both the person donating the organ and the person getting the organ are covered Members under this Plan, each will get benefits under their plan.
- When the person getting the organ is a covered Member under this Plan, but the person donating the organ is not, benefits under this Plan are limited to benefits not available to the donor from any other source. This includes, but is not limited to, other insurance, grants, foundations, and government programs.
- If a covered Member under this Plan is donating the organ to someone who is not a covered Member, benefits are not available under this Plan.

## **Transportation and Lodging**

The Plan will cover the cost of reasonable and necessary travel costs when you get prior approval and need to travel more than 75 miles from your permanent home to reach the Facility where the Covered Transplant Procedure will be performed. Assistance with travel costs includes transportation to and from the Facility and lodging for the patient and one companion. If the Member receiving care is a minor, then reasonable and necessary costs for transportation and lodging may be allowed for two companions. You must send itemized receipts for transportation and lodging costs in a form satisfactory to the Claims Administrator when claims are filed. Call the Claims Administrator for complete information.

For lodging and ground transportation benefits, the Plan will cover costs up to the current limits set forth in the Internal Revenue Code.

Non-Covered Services for transportation and lodging include, but are not limited to:

1. Child care,
2. Mileage within the medical transplant Facility city,
3. Rental cars, buses, taxis, or shuttle service, except as specifically approved by the Claims Administrator,
4. Frequent Flyer miles,
5. Coupons, Vouchers, or Travel tickets,
6. Prepayments or deposits,
7. Services for a condition that is not directly related to, or a direct result of, the transplant,
8. Phone calls,
9. Laundry,
10. Postage,
11. Entertainment,
12. Travel costs for donor companion/caregiver,
13. Return visits for the donor for a treatment of an illness found during the evaluation.
14. Meals.

***Certain Human Organ and Tissue Transplant Services may be limited***

## **Infertility Services**

Please see “Maternity and Reproductive Health Services” later in this section.

## **Infusion Therapy**

See “Therapy Services” later in this section.

## **Inpatient Services**

### **Inpatient Hospital Care**

Covered Services include acute care in a Hospital setting.

Benefits for room, board, and nursing services include:

- A room with two or more beds.
- A private room. The most the Plan will cover for a private room is the Hospital’s average semi-private room rate unless it is Medically Necessary that you use a private room for isolation and no isolation facilities are available.
- A room in a special care unit approved by the Claims Administrator. The unit must have facilities, equipment, and supportive services for intensive care or critically ill patients.
- Routine nursery care for newborns during the mother’s normal Hospital stay.
- Meals, special diets.
- General nursing services.

Benefits for ancillary services include:

- Operating, childbirth, and treatment rooms and equipment.
- Prescribed Drugs.
- Anesthesia, anesthesia supplies and services given by the Hospital or other Provider.
- Medical and surgical dressings and supplies, casts, and splints.
- Diagnostic services.
- Therapy services.

## **Inpatient Professional Services**

Covered Services include, but not limited to:

1. Medical care visits.
2. Intensive medical care when your condition requires it.
3. Treatment for a health problem by a Doctor who is not your surgeon while you are in the Hospital for surgery. Benefits include treatment by two or more Doctors during one Hospital stay when the nature or severity of your health problem calls for the skill of separate Doctors.
4. A personal bedside exam by a Doctor when asked for by your Doctor. Benefits are not available for staff consultations required by the Hospital, consultations asked for by the patient, routine consultations, phone consultations, or EKG transmittals byphone.
5. Surgery and general anesthesia.
6. Newborn exam. A Doctor other than the one who delivered the child must do the exam.
7. Professional charges to interpret diagnostic tests such as imaging, pathology reports, and cardiology.

## **Maternity and Reproductive Health Services**

### **Maternity**

**Maternity Global Coverage** – Maternity services are paid through global reimbursement. This reimbursement process allows a provider to only file once for all levels of maternity care (prenatal, delivery and post-natal). Any subsequent care following the initial visit for the remainder of the pregnancy will pay at 100% for the delivering doctor. If the mother changes her doctor mid-pregnancy, the global benefits will not apply towards the former doctor; only the delivering doctor. The former doctor would file all services they rendered, as global reimbursement will no longer apply.

Covered maternity services include, but are not limited to:

- Professional and Facility services for childbirth in a Facility or the home (see Definitions for Professional and Facility Services), including the services of an appropriately licensed nurse midwife;
- Routine nursery care for the newborn during the mother's normal Hospital stay, including circumcision of a covered male Dependent;
- Prenatal and postnatal services; and
- Medically Necessary fetal screenings, which are genetic or chromosomal tests of the fetus, as allowed.

**Important Note about Maternity Admissions:** Under federal law, the Plan may not limit benefits for any Hospital length of stay for childbirth for the mother or newborn to less than 48 hours after vaginal birth or

less than 96 hours after a cesarean section (C-section). However, federal law does not stop the mother's or newborn's attending Provider from discharging the mother or her newborn earlier than 48 hours, or 96 hours, as applicable. In any case, as provided by federal law, the Plan may not require a Provider to get authorization before prescribing a length of stay which is not more than 48 hours for a vaginal birth or 96 hours after a C-section.

## **Contraceptive Benefits**

Benefits include prescription oral contraceptive drugs, injectable contraceptive drugs and patches. Benefits also include contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants. Certain contraceptives are covered under the "Preventive Care" benefit. Please see that section for further details.

Benefits are available for contraceptive devices including diaphragms, intra uterine devices (IUDs), and implants. Certain contraceptives are covered under the "Preventive Care" benefit. Please see that section for further details.

## **Sterilization Services**

Benefits include sterilization services and services to reverse a non-elective sterilization that resulted from an illness or injury. Reversals of elective sterilizations are not covered. Sterilizations for women are covered under the "Preventive Care" benefit.

## **Infertility Services**

**Important Note:** Although this Plan offers limited coverage of certain infertility services, it does not cover all forms of infertility treatment. Benefits do not include assisted reproductive technologies (ART) or the diagnostic tests and Prescription Drugs to support it. Examples of ART include artificial insemination, in-vitro fertilization, zygote intrafallopian transfer (ZIFT), or gamete intrafallopian transfer (GIFT).

Covered Services include diagnostic tests to find the cause of infertility, such as diagnostic laparoscopy, endometrial biopsy, and semen analysis. Benefits also include services to treat the underlying medical conditions that cause infertility (e.g., endometriosis, obstructed fallopian tubes, and hormone deficiency). Fertility treatments such as artificial insemination and in-vitro fertilization are not a Covered Service.

## **Nutritional Counseling**

Covered Services include nutritional counseling visits when referred by your Doctor.

## **Occupational Therapy**

Please see "Therapy Services" later in this section.

## **Office Visits and Doctor Services**

Covered Services include:

**Office Visits** for medical care (including second surgical opinion) to examine, diagnose, and treat an illness or injury.

**Home Visits** for medical care to examine, diagnose, and treat an illness or injury. Please note that Doctor visits in the home are different than the "Home Care Services" benefit described earlier in this Benefit

Booklet.

**Retail Health Clinic Care** for limited basic health care services to Members on a “walk-in” basis. These clinics are normally found in major pharmacies or retail stores. Health care services are typically given by Physician’s Assistants or nurse practitioners. Services are limited to routine care and the treatment of common illnesses for adults and children.

**Walk-In Doctor’s Office** for services limited to routine care and the treatment of common illnesses for adults and children. You do not have to be an existing patient or have an appointment to use a walk-in Doctor’s office.

**Urgent Care** as described in the “Urgent Care Services” later in this section.

**LiveHealth Online Visits** when available in your area. Covered Services include a medical visit with the Doctor using the internet by a webcam, chat or voice. Online care visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to Doctors outside the online care panel, benefit precertification, or Doctor to Doctor discussions. For Mental Health and Substance Abuse on-line Visits, see the “Mental Health and Substance Abuse” section.

## Orthotics

Please refer to the “Durable Medical Equipment (DME) and Medical Devices, Orthotics, Prosthetics, Medical and Surgical Supplies” earlier in this section.

## Outpatient Facility Services

Your Plan includes Covered Services in an:

- Outpatient Hospital,
- Freestanding Ambulatory Surgical Facility,
- Mental Health / Substance Abuse Facility, or
- Other Facilities approved by the Claims Administrator.

Benefits include Facility and related (ancillary) charges, when proper, such as:

- Surgical rooms and equipment,
- Prescription Drugs including Specialty Drugs,
- Anesthesia and anesthesia supplies and services given by the Hospital or other Facility,
- Medical and surgical dressings and supplies, casts, and splints,
- Diagnostic services, and
- Therapy services.

## Physical Therapy

Please see “Therapy Services” later in this section.

## Preventive Care

Preventive Care is given during an office visit or as an outpatient. Screenings and other services are covered for adults and children with no current symptoms or history of a health problem.

Members who have current symptoms or a diagnosed health problem will get benefits under the “Diagnostic Services” benefit, not this benefit.

Preventive care services will meet the requirements of federal and state law. Many preventive care services are covered with no Deductible, Copayments or Coinsurance when you use an In-Network Provider. That means the Plan covers 100% of the Maximum Allowed Amount. Covered Services fall under the following broad groups:

1. Services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples include screenings for:
  - a. Breast cancer,
  - b. Cervical cancer,
  - c. Colorectal cancer,
  - d. High blood pressure,
  - e. Type 2 Diabetes Mellitus,
  - f. Cholesterol, and
  - g. Child and adult obesity.
2. Immunizations for children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
3. Preventive care and screenings for infants, children and adolescents as listed in the guidelines supported by the Health Resources and Services Administration; and
4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, including:
  - a. Women’s contraceptives, sterilization treatments, and counseling. This includes Generic and single-source Brand Drugs as well as injectable contraceptives and patches. Contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants are also covered.
  - b. Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one pump per Benefit Period.
  - c. Gestational diabetes screening.
5. Preventive care services for tobacco cessation for members age 18 and older as recommended by the United States Preventive Services Task Force including:
  - a. Counseling
  - b. Prescription Drugs
  - c. Nicotine replacement therapy products when prescribed by a Provider, including over the counter (OTC) nicotine gum, lozenges and patches.

Prescription Drugs and OTC items are limited to a no more than 180-day supply per 365 days.

6. Prescription Drugs and OTC items identified as an A or B recommendation by the United States Preventive Services Task Force when prescribed by a Provider including:
  - a. Aspirin
  - b. Folic acid supplement
  - c. Vitamin D supplement
  - d. Iron supplement

## 7. Bowel preparations

Please note that certain age and gender and quantity limitations apply.

You may call Customer Service at the number on your Identification Card for more details about these services or view the federal government's web sites:

[http://www.ahrq.gov/clinic/professionals clinicians- providers/index.html](http://www.ahrq.gov/clinic/professionals%20clinicians%20providers/index.html),

<http://www.healthcare.gov/center/regulations/prevention.html>,



Covered Services also include the following services required by state and federal law:

- Lead poisoning screening for children.
- Routine mammograms.
- Appropriate and necessary childhood immunizations that meet the standards approved by the U.S. public health service for such biological products against at least all of the following:
  - Diphtheria,
  - Pertussis,
  - Tetanus,
  - Polio,
  - Measles,
  - Mumps,
  - Rubella,
  - Hemophilus influenza b (Hib),
  - Hepatitis B, and
  - Varicella (shingles).

(Additional immunizations may be covered per federal law, as indicated earlier in this section.)

- Routine colorectal cancer examination and related laboratory tests.
- Chlamydia screening.
- Ovarian surveillance testing.
- Pap smear.
- Prostate screening.

## Prosthetics

Please refer to “Durable Medical Equipment (DME) and Medical Devices, Orthotics, Prosthetics, Medical and Surgical Supplies” earlier in this section.

## Pulmonary Therapy

Please see “Therapy Services” later in this section.

## Radiation Therapy

Please see “Therapy Services” later in this section.

## **Rehabilitation Services**

Benefits include services in a Hospital, free-standing Facility, Skilled Nursing Facility, or in an outpatient day rehabilitation program.

Covered Services involve a coordinated team approach and several types of treatment, including skilled nursing care, physical, occupational, and speech therapy, and services of a social worker or psychologist.

To be considered a Covered Service, rehabilitation services must involve goals you can reach in a reasonable period of time. Benefits will end when treatment is no longer Medically Necessary or you stop progressing toward those goals.

## **Habilitative Services**

Benefits also include habilitative services that help you keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

## **Respiratory Therapy**

Please see "Therapy Services" later in this section.

## **Skilled Nursing Facility**

When you require Inpatient skilled nursing and related services for convalescent and rehabilitative care, Covered Services are available if the Facility is licensed or certified under state law as a Skilled Nursing Facility. Custodial Care is not a Covered Service.

## **Smoking Cessation**

Please see the "Prescription Drug at a Retail or Home Delivery (Mail Order) Pharmacy" section later in this Benefit Booklet.

## **Speech Therapy**

Please see "Therapy Services" later in this section.

## **Surgery**

Your Plan covers surgical services on an inpatient or outpatient basis, including office surgeries. Covered Services include:

1. Accepted operative and cutting procedures;
2. Other invasive procedures such as angiogram, arteriogram, amniocentesis, tap or puncture of brain or spine;

3. Endoscopic exams, such as arthroscopy, bronchoscopy, colonoscopy, laparoscopy;
4. Treatment of fractures and dislocations;
5. Anesthesia and surgical support when Medically Necessary; and
6. Medically Necessary pre-operative and post-operative care.

## **Oral Surgery**

**Important Note:** Although this Plan provides coverage for certain oral surgeries, many types of oral surgery procedures are not covered by this medical Plan.

Benefits are also limited to certain oral surgeries including:

- Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia.
- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw and is Medically Necessary to attain functional capacity of the affected part.
- Oral / surgical correction of accidental injuries as indicated in the “Dental Services” section.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.

## **Reconstructive Surgery**

Benefits include reconstructive surgery performed to correct significant deformities caused by congenital or developmental abnormalities, illness, injury, or an earlier treatment in order to create a more normal appearance. Benefits include surgery performed to restore symmetry after a mastectomy. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this Plan.

### ***Mastectomy Notice***

A Member who is getting benefits for a mastectomy or for follow-up care for a mastectomy and who chooses breast reconstruction, will also get coverage for:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to give a symmetrical appearance; and
- Prostheses and treatment of physical problems of all stages of mastectomy, including lymphedemas.

## **Telemedicine**

Your coverage also includes telemedicine services provided by a duly licensed Doctor or other Provider by means of audio, video, or data communications (to include secured electronic mail).

The use of standard phone, facsimile transmissions, unsecured electronic mail, or a combination thereof does not constitute telemedicine service and is not a covered benefit.

The use of telemedicine may substitute for a face-to-face “hands on” encounter for consultation.

To be eligible for payment, interactive audio and video telecommunications must be used, permitting real-time communications between the Provider and the Member. As a condition of payment, the Member must be present and participating.

## Temporomandibular Joint (TMJ) and Craniomandibular Joint Services

Benefits are available to treat temporomandibular and craniomandibular disorders. The temporomandibular joint connects the lower jaw to the temporal bone at the side of the head and the craniomandibular joint involves the head and neck muscles.

Covered Services include removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services. Covered Services do not include fixed or removable appliances which involve movement or repositioning of the teeth, repair of teeth (fillings), or prosthetics (crowns, bridges, dentures).

## Therapy Services

### Physical Medicine Therapy Services

Your Plan includes coverage for the therapy services described below. To be a Covered Service, the therapy must improve your level of function within a reasonable period of time. Covered Services include:

- **Physical therapy** – The treatment by physical means to ease pain, restore health, and to avoid disability after an illness or injury. It includes hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices. It does not include massage therapy services at spas or health clubs.
- **Speech therapy and speech-language pathology (SLP) services** – Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy will develop or treat communication or swallowing skills to correct a speech impairment.
- **Occupational therapy** – Treatment to restore a physically disabled person's ability to do activities of daily living, such as walking, eating, drinking, dressing, using the toilet, moving from a wheelchair to bed, and bathing. It also includes therapy for tasks needed for the person's job. Occupational therapy does not include recreational or vocational therapies, such as hobbies, arts and crafts.
- **Chiropractic / Osteopathic / Manipulation therapy** – Includes therapy to treat problems of the bones, joints, and the back. The two therapies are similar, but chiropractic therapy focuses on the joints of the spine and the nervous system, while osteopathic therapy also focuses on the joints and surrounding muscles, tendons and ligaments.

### Early Intervention Services

#### *Physical, Occupational and Speech Therapy*

Benefits are available for the care and treatment of congenital defects and birth abnormalities for covered children without regard to whether the condition is acute or chronic and without regard to whether the purpose of the therapy is to maintain or improve functional capacity. From the Member's birth until the Member's third (3rd) birthday, these early intervention services shall be provided only to the extent required by law. From the Member's birth until the Member's sixth (6th) birthday, benefits are allowed up to the maximum visits listed in the "Benefit at a Glance" for physical, speech and occupational therapies.

For all other Members (e.g. those six (6) and older, or who not qualify for the benefits above), benefits are provided only if the physical, speech or occupational therapy will result in a practical improvement in the level of functioning within a reasonable period of time and is Medically Necessary. Benefits for physical, speech or occupational are allowed up to the maximum visits listed in the "Benefit at a Glance."

### Other Therapy Services

Benefits are also available for:

- **Cardiac Rehabilitation** – Medical evaluation, training, supervised exercise, and psychosocial support to care for you after a cardiac event (heart problem). Benefits do not include home programs, ongoing conditioning, or maintenance care.
- **Chemotherapy** – Treatment of an illness by chemical or biological antineoplastic agents. See the section “Prescription Drugs Administered by a Medical Provider” for more details.
- **Dialysis** – Services for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Covered Services include dialysis treatments in an outpatient dialysis Facility. Covered Services also include home dialysis and training for you and the person who will help you with homeself-dialysis.
- **Infusion Therapy**– Nursing, durable medical equipment and Prescription Drug services that are delivered and administered to you through an I.V. in your home. Also includes: Total Parenteral Nutrition (TPN), enteral nutrition therapy, antibiotic therapy, pain care and chemotherapy. May include injections (intra-muscular, subcutaneous, continuous subcutaneous). See the section “Prescription Drugs Administered by a Medical Provider” for more details.
- **Pulmonary Rehabilitation** – Includes outpatient short-term respiratory care to restore your health after an illness or injury.
- **Radiation Therapy** – Treatment of an illness by x-ray, radium, or radioactive isotopes. Covered Services include treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources), materials and supplies needed, and treatment planning.
- **Respiratory Therapy** - Includes the use of dry or moist gases in the lungs, nonpressurized inhalation treatment; intermittent positive pressure breathing treatment, air or oxygen, with or without nebulized medication, continuous positive pressure ventilation (CPAP); continuous negative pressure ventilation (CNP); chest percussion; therapeutic use of medical gases or Prescription Drugs in the form of aerosols, and equipment such as resuscitators, oxygen tents, and incentive spirometers; broncho- pulmonary drainage and breathing exercises.

## Transplant Services

See “Human Organ and Tissue Transplant” earlier in this section.

## Urgent Care Services

Often an urgent rather than an Emergency health problem exists. An urgent health problem is an unexpected illness or injury that calls for care that cannot wait until a regularly scheduled office visit. Urgent health problems are not life threatening and do not call for the use of an Emergency Room. Urgent health problems include earache, sore throat, and fever (not above 104 degrees).

Benefits for urgent care include:

- X-ray services;
- Care for broken bones;
- Tests such as flu, urinalysis, pregnancy test, rapid strep;
- Lab services;
- Stitches for simple cuts; and
- Draining an abscess.

## Vision Services (All Members / All Ages)

Benefits include medical and surgical treatment of injuries and illnesses of the eye. Certain vision

screenings required by Federal law are covered under the "Preventive Care" benefit.

Benefits do not include glasses and contact lenses except as listed in the "Prosthetics" benefit.

## **Prescription Drugs Administered by a Medical Provider**

Your Plan covers Prescription Drugs when they are administered to you as part of a Doctor's visit, home care visit, or at an outpatient Facility. This includes drugs for infusion therapy, chemotherapy, Specialty Drugs, blood products, injectables, and any drug that must be administered by a Provider. This section applies when your Provider orders the drug and administers it to you. Benefits for drugs that you inject or get at a Pharmacy (i.e., self-administered drugs) are not covered under this section. Benefits for those drugs are described in the "Pharmacy Benefit Manager (PBM) Program" section below or in additional materials provided by CVS/caremark, or call CVS/caremark at the number shown under the "Resource Contacts" section of this Benefit Booklet.

### **Important Details about Prescription Drug Coverage**

Your Plan includes certain features to determine when Prescription Drugs administered by a Provider should be covered, which are described below. As part of these features, your prescribing Doctor may be asked to give more details before the Claims Administrator can decide if the drug is Medically Necessary. The Claims Administrator may also set quantity and/or age limits for specific Prescription Drugs or use recommendations made as part of its Medical Policy and Technology Assessment Committee and/or Pharmacy and Therapeutics Process.

#### ***Prior Authorization***

Prior Authorization may be needed for certain Prescription Drugs to make sure proper use and guidelines for Prescription Drug coverage are followed. The Claims Administrator will contact your Provider to get the details needed to decide if Prior Authorization should be given. The Claims Administrator will give the results of its decision to both you and your Provider.

If Prior Authorization is denied, you have the right to file an Appeal (Grievance) as outlined in the "Your Right to Appeal" section of this Benefit Booklet.

For a list of Prescription Drugs that need prior authorization, please call the phone number on the back of your Identification Card. The list will be reviewed and updated from time to time. Including a drug or related item on the list does not guarantee coverage under your Plan. Your Provider may check with the Claims Administrator to verify drug coverage, to find out whether any quantity (amount) and/or age limits apply, and to find out which Brand Name or Generic Drugs are covered under the Plan.

#### ***Step Therapy***

Step therapy is a process in which you may need to use one type of drug before the Plan will cover another. The Claims Administrator checks certain Prescription Drugs to make sure that proper prescribing guidelines are followed. These guidelines help you get high quality and cost effective Prescription Drugs. If a Doctor decides that a certain drug is needed, the Prior Authorization will apply.

#### ***Therapeutic Substitution***

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. The Claims Administrator may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. The Claims Administrator has a therapeutic drug substitutes list which is reviewed and updated from time to time. For questions or issues about therapeutic drug substitutes, call Customer Service at the phone number on the

back of your Identification Card.

## What's Not Covered

In this section you will find a review of items that are not covered by your Plan. Excluded items will not be covered even if the service, supply, or equipment is Medically Necessary. This section is only meant to be an aid to point out certain items that may be misunderstood as Covered Services. This section is not meant to be a complete list of all the items that are excluded by your Plan.

1. **Acts of War, Disasters, or Nuclear Accidents** – In the event of a major disaster, epidemic, war, or other event beyond the Claims Administrator's control, the Claims Administrator will make a good faith effort to give you Covered Services. The Claims Administrator will not be responsible for any delay or failure to give services due to lack of available Facilities or staff.

Benefits will not be given for any illness or injury that is a result of war, service in the armed forces, a nuclear explosion, nuclear accident, release of nuclear energy, a riot, or civil disobedience. This exclusion does not apply to acts of terrorism.

2. **Administrative Charges**
  - a. Charges for the completion of claim forms,
  - b. Charges to get medical records or reports,
  - c. Membership, administrative, or access fees charged by Doctors or other Providers. Examples include, but are not limited to, fees for educational brochures or calling you to give you test results.
3. **Alternative / Complementary Medicine** – Services or supplies for alternative or complementary medicine. This includes, but is not limited to:
  - a. Acupuncture,
  - b. Holistic medicine,
  - c. Homeopathic medicine,
  - d. Hypnosis,
  - e. Aroma therapy,
  - f. Massage and massage therapy,
  - g. Reiki therapy,
  - h. Herbal, vitamin or dietary products or therapies,
  - i. Naturopathy,
  - j. Thermography,
  - k. Orthomolecular therapy,
  - l. Contact reflex analysis,
  - m. Bioenergetic synchronization technique (BEST),
  - n. Iridology-study of the iris,
  - o. Auditory integration therapy (AIT),
  - p. Colonic irrigation,
  - q. Magnetic innervation therapy,
  - r. Electromagnetic therapy, or
  - s. Neurofeedback / Biofeedback.
4. **Before Effective Date or After Termination Date** – Charges for care you get before your coverage begins or after your coverage ends.
5. **Certain Providers** - Services you get from Providers that are not licensed by law to provide Covered Services as defined in this Booklet. Examples include, but are not limited

to, masseurs or masseuses (massage therapists), physical therapist technicians, and athletic trainers.

6. **Charges Over the Maximum Allowed Amount** – Charges over the Maximum Allowed Amount for Covered Services.
7. **Charges Not Supported by Medical Records** – Charges for services not described in your medical records.
8. **Complications of Non-Covered Services** – Care for problems directly related to a service that is not covered by this Plan. Directly related means that the care took place as a direct result of the non-Covered Service and would not have taken place without the non-Covered Service. This Exclusion does not apply to problems resulting from pregnancy.
9. **Contraceptives** – Non-prescription contraceptive devices unless required by law.
10. **Cosmetic Services** – Treatments, services, Prescription Drugs, equipment, or supplies given for cosmetic services. Cosmetic services are meant to preserve, change, or improve how you look or are given for psychiatric, psychological, or social reasons. No benefits are available for surgery or treatments to change the texture or look of your skin or to change the size, shape or look of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts). This Exclusion does not apply to reconstructive surgery for breast symmetry after a mastectomy, surgery to correct birth defects and birth abnormalities, or surgery to restore function of any body area that has been altered by illness or trauma.
11. **Court-Ordered Testing** – Court ordered testing or care unless Medically Necessary.
12. **Crime** – Treatment of injury or illness that results from a crime you committed or tried to commit. This Exclusion does not apply if your involvement in the crime was solely the result of a medical or mental condition, or where you were the victim of a crime, including domestic violence.
13. **Custodial Care** – Custodial Care, convalescent care or rest cures. This Exclusion does not apply to Hospice services.
14. **Dental Treatment** – Dental treatment, except as listed below.

Excluded dental treatment includes but is not limited to preventive care and fluoride treatments; dental x-rays, supplies, appliances and all associated expenses; and diagnosis and treatment for the teeth, jaw or gums such as:

  - Removing, restoring, or replacing teeth;
  - Medical care or surgery for dental problems (unless listed as a Covered Service in this Benefit Booklet);
  - Services to help dental clinical outcomes.

Dental treatment for injuries that are a result of biting or chewing is also excluded, unless the chewing or biting results from a medical or mental condition.

This exclusion does not apply to services that must be covered by law.

15. **Dental Services** – Dental services not described as Covered Services in this Benefit Booklet.
16. **Educational Services** – Services or supplies for teaching, vocational, or self-training purposes, including Applied Behavior Analysis (ABA), except as listed in this Benefit Booklet.
17. **Experimental or Investigational Services** – Services or supplies that are found to be Experimental or Investigational. This also applies to services related to Experimental or Investigational services, whether you get them before, during, or after you get the Experimental or Investigational service or supply.

The fact that a service or supply is the only available treatment for a condition will not make it eligible for coverage if the Claims Administrator deems it to be Experimental or Investigational.
18. **Eyeglasses and Contact Lenses** – Eyeglasses and contact lenses to correct your eyesight.

This Exclusion does not apply to lenses needed after a covered eye surgery.

19. **Eye Exercises** – Orthoptics and vision therapy.
20. **Eye Surgery** – Eye surgery to fix errors of refraction, such as near-sightedness. This includes, but is not limited to, LASIK, radial keratotomy or keratomileusis, and excimer laser refractive keratectomy.
21. **Family Members** – Services prescribed, ordered, referred by or given by a member of your immediate family, including your spouse, child, brother, sister, parent, in-law, or orself.
22. **Foot Care** – Routine foot care unless Medically Necessary. This Exclusion applies to cutting or removing corns and calluses, trimming nails, cleaning and preventive foot care, including but not limited to:
  - a. Cleaning and soaking the feet.
  - b. Applying skin creams to care for skin tone.
  - c. Other services that are given when there is not an illness, injury or symptom involving the foot.
23. **Foot Orthotics** – Foot orthotics, orthopedic shoes or footwear or support items unless used for an illness affecting the lower limbs, such as severe diabetes.
24. **Foot Surgery** – Surgical treatment of flat feet; subluxation of the foot; weak, strained, unstable feet; tarsalgia; metatarsalgia; hyperkeratoses.
25. **Free Care** – Services you would not have to pay for if you didn't have this Plan. This includes, but is not limited to government programs, services during a jail or prison sentence, services you get from Workers' Compensation, and services from free clinics.

If Workers' Compensation benefits are not available to you, this Exclusion does not apply. This Exclusion will apply if you get the benefits in whole or in part. This Exclusion also applies whether or not you claim the benefits or compensation, and whether or not you get payments from any third party.
26. **Hearing Aids** – Hearing aids or exams to prescribe or fit hearing aids, unless listed as covered in this Benefit Booklet. This Exclusion does not apply to cochlear implants.
27. **Health Club Memberships and Fitness Services** – Health club memberships, workout equipment, charges from a physical fitness or personal trainer, or any other charges for activities, equipment, or facilities used for physical fitness, even if ordered by a Provider. This Exclusion also applies to health spas.
28. **Home Care**
  - a. Services given by registered nurses and other health workers who are not employees of or working under an approved arrangement with a home health care Provider.
  - b. Private duty nursing.
  - c. Food, housing, homemaker services and home delivered meals.
29. **Infertility Treatment** - Testing or treatment related to infertility except for diagnostic services and procedures to correct an underlying medical condition. Infertility procedures not specified in this Benefit Booklet.
30. **Maintenance Therapy** - Treatment given when no further gains are clear or likely to occur. Maintenance therapy includes care that helps you keep your current level of function and prevents loss of that function but does not result in any change for the better.
31. **Medical Equipment and Supplies**
  - a. Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
  - b. Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.

- c. Non-Medically Necessary enhancements to standard equipment and devices.
32. **Medicare** – Services for which benefits are payable under Medicare Parts A or B, or would have been payable if you had applied for Parts A or B, except, as listed in this Benefit Booklet or as required by federal law, as described in the section titled "Medicare" in the "General Provisions" section. If you do not enroll in Medicare Part B, the Claims Administrator will calculate benefits as if you had enrolled. You should sign up for Medicare Part B as soon as possible to avoid large out of pocket costs.
  33. **Missed or Cancelled Appointments** – Charges for missed or cancelled appointments.
  34. **Non-Covered Behavioral Health Services** – Services for outpatient therapy or rehabilitation unless listed as Covered Service in this Benefit Booklet.
  35. **Non-Medically Necessary Services** – Services the Claims Administrator concludes are not Medically Necessary. This includes services that do not meet medical policy, clinical coverage, or benefit policy guidelines.
  36. **Nutritional or Dietary Supplements** – Nutritional and/or dietary supplements, except as described in this Benefit Booklet or that must be covered by law. This Exclusion includes, but is not limited to, nutritional formulas and dietary supplements that you can buy over the counter and those you can get without a written prescription or from a licensed pharmacist.
  37. **Oral Surgery** – Extraction of teeth, surgery for impacted teeth and other oral surgeries to treat the teeth or bones and gums directly supporting the teeth, except as listed in this Benefit Booklet.
  38. **Outpatient Therapy or Rehabilitation** – Services for outpatient therapy or rehabilitation unless listed as a Covered Service in this Benefit Booklet.
  39. **Personal Care and Convenience**
    - a. Items for personal comfort, convenience, protective, or cleanliness such as air conditioners, humidifiers, water purifiers, sports helmets, raised toilet seats, and shower chairs;
    - b. First aid supplies and other items kept in the home for general use (bandages, cotton-tipped applicators, thermometers, petroleum jelly, tape, sterile gloves, heating pads);
    - c. Home workout or therapy equipment, including treadmills and home gyms;
    - d. Pools, whirlpools, spas, or hydrotherapy equipment;
    - e. Hypo-allergenic pillows, mattresses, or waterbeds; or
    - f. Residential, auto, or place of business structural changes (ramps, lifts, elevator chairs, escalators, elevators, stair glides, emergency alert equipment, handrails).
  40. **Private Duty Nursing** – Private Duty Nursing Services.
  41. **Prosthetics** – Prosthetics for sports or cosmetic purposes.
  42. **Providers** – Services you get from a non-covered provider, as defined in this Benefit Booklet. Examples of non-covered providers include, but are not limited to, masseurs or masseuses (massage therapists) and physical therapist technicians.
  43. **Routine Physical Exams** – Physical exams required for enrollment in any insurance program, as a condition of employment, for licensing, or for school activities.
  44. **Sexual Dysfunction** – Services or supplies for male or female sexual problems (except male organic erectile dysfunction).
  45. **Stand-By Charges** – Stand-by charges of a Doctor or other Provider.
  46. **Sterilization** – Reversals of elective sterilizations are not covered. This does not apply to sterilizations for women, which will be covered under the "Preventive Care" benefit. Please see that section for further details.
  47. **Surrogate Mother Services** – Services or supplies for a person not covered under this Plan for a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

48. **Travel Costs** – Mileage, lodging, meals, and other Member-related travel costs except as described in this Plan.
49. **Vein Treatment** – Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) for cosmetic purposes.
50. **Vision Services** – Vision services not described as Covered Services in this Benefit Booklet.
51. **Waived Cost-shares Out-of-Network** – For any service for which you are responsible under the terms of this Plan to pay a Copayment, Coinsurance or Deductible, and the Copayment, Coinsurance or Deductible is waived by an Out-of-Network Provider.
52. **Weight Loss Programs** – Programs, whether or not under medical supervision, unless listed as covered in this Benefit Booklet.

This Exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

53. **Weight Loss Surgery** – Bariatric surgery. This includes but is not limited to Roux-en-Y (RNY), laparoscopic gastric bypass surgery or other gastric bypass surgery (surgeries to lower stomach capacity and divert partially digested food from the duodenum to the jejunum, the section of the small intestine extending from the duodenum), or gastroplasty (surgeries that reduce stomach size), or gastric banding procedures.

# Claims Payment

This section describes how the Claims Administrator reimburses claims and what information is needed when you submit a claim. When you receive care from an In-Network Provider, you do not need to file a claim because the In-Network Provider will do this for you. If you receive care from an Out-of-Network Provider, you will need to make sure a claim is filed. Many Out-of-Network Hospitals, Doctors and other Providers will still submit your claim for you, although they are not required to do so. If you submit the claim, use a claim form as described later in this section.

In order to assist you in understanding the Maximum Allowed Amount language as described below, please refer to the definition of In-Network Provider, Out-of-Network Provider and Non-Preferred Provider contained in the Definitions section of this Benefit Booklet.

## Maximum Allowed Amount

### General

This section describes how the Claims Administrator determines the amount of reimbursement for Covered Services. Reimbursement for services rendered by In-Network and Out-of-network Providers is based on this/your Plan's Maximum Allowed Amount for the Covered Service that you receive. Please see "Out-of-Network Services" later in this section for additional information.

The Maximum Allowed Amount is the maximum amount of reimbursement this Plan will allow for services and supplies that:

- Meet the definition of Covered Services, to the extent such services and supplies are covered under your Plan and are not excluded;
- Are Medically Necessary; and
- Are provided in accordance with all applicable preauthorization, utilization management or other requirements set forth in your plan.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Coinsurance. In addition, when you receive Covered Services from an Out-of-network Provider, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from an eligible Provider, the Claims Administrator will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect the determination of the Maximum Allowed Amount. The application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means the Claims Administrator has determined that the claim was submitted inconsistently with procedure coding rules and/or reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Doctor or other healthcare professional, the Maximum Allowed Amounts may be reduced for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

## **Provider Network Status**

The Maximum Allowed Amount may vary depending upon whether the Provider is an In-Network or an Out-of-network Provider.

An In-Network Provider is a Provider who is in the managed network for this specific Plan or in a special Center of Excellence/or other closely managed specialty network, or who has a participation contract with the Claims Administrator. For Covered Services performed by an In-Network Provider, the Maximum Allowed Amount for this Plan is the rate the Provider has agreed to accept as reimbursement for the Covered Services. Because In-Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send you a bill or collect for amounts above the Maximum Allowed Amount. However, you may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Coinsurance. Please call Customer Service for help in finding an In-Network Provider or visit [www.Anthem.com/usg](http://www.Anthem.com/usg).

Providers who have not signed any contract with the Claims Administrator and are not in the Claims Administrator's network for this Plan are Out-of-network Providers, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary providers.

For Covered Services you receive from an Out-of-network Provider, the Maximum Allowed Amount for this Plan will be one of the following as determined by the Claims Administrator:

1. An amount based on the Claims Administrator Out-of-network fee schedule, which the Claims Administrator has established in its discretion and which the Claims Administrator reserves the right to modify from time to time after considering one or more of the following: reimbursement amounts accepted by similar providers contracted with the Claims Administrator, reimbursement amounts paid by the Centers for Medicare and Medicaid Services for the same services or supplies, and other industry cost, reimbursement and utilization data; or
2. An amount based on reimbursement or cost information from the Centers for Medicare and Medicaid Services ("CMS"). When basing the Maximum Allowed Amount upon the level or method of reimbursement used by CMS, the Claims Administrator will update such information, which is unadjusted for geographic locality, no less than annually; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable Providers' fees and costs to deliver care; or
4. An amount negotiated by the Claims Administrator or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management; or
5. An amount equal to the total charges billed by the Provider, but only if such charges are less than the Maximum Allowed Amount calculated by using one of the methods described above.

Providers who are not contracted for this Plan but are contracted for the Claims Administrator's indemnity product are considered Non-Preferred Providers. For this Plan, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between the Claims Administrator and that Provider specifies a different amount. In this case, Non-Preferred Providers may not send you a bill and collect for the amount of the Non-Preferred Provider's charge that exceeds the Maximum Allowed Amount for Covered Services.

Unlike In-Network Providers, Out-of-Network Providers may send you a bill and collect for the amount of the Provider's charge that exceeds the Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing an In-Network provider will likely result in lower out of pocket costs to you. Please call Customer Service for help in finding an In-Network Provider or visit [www.Anthem.com/usg](http://www.Anthem.com/usg).

Customer Service is also available to assist you in determining this Plan's Maximum Allowed Amount for a particular service from an Out-of-Network Provider. In order to assist you, you will need to obtain from your Provider the specific procedure code(s) and diagnosis code(s) for the services the Provider will render. You will also need to know the Provider's charges to calculate your out of pocket responsibility. Although Customer Service can assist you with this pre-service information, the final Maximum Allowed Amount for your claim will be based on the actual claim submitted by the Provider.

For Prescription Drugs, the Maximum Allowed Amount is the amount determined by the Claims Administrator using Prescription Drug cost information provided by the Pharmacy Benefits Manager.

### ***Member Cost Share***

For certain Covered Services, you may be required to pay a part of the Maximum Allowed Amount as your cost share amount (for example, Deductible and/or Coinsurance).

Your cost share amount and Out-of-Pocket Maximums may vary depending on whether you received services from an In-Network or Out-of-Network Provider. Specifically, you may be required to pay higher cost sharing amounts or may have limits on your benefits when using Out-of-Network or Non-Preferred Providers. Please see the "Benefit at a Glance" section in this Benefit Booklet for your cost share responsibilities and limitations, or call Customer Service to learn how this Plan's benefits or cost share amounts may vary by the type of Provider you use.

The Plan will not provide any reimbursement for non-covered services. You may be responsible for the total amount billed by your Provider for non-covered services, regardless of whether such services are performed by an In-Network or Out-of-Network Provider. Non-covered services include services specifically excluded from coverage by the terms of your Plan and services received after benefits have been exhausted. Benefits may be exhausted by exceeding benefit caps or day/visit limits.

In some instances, you may only be asked to pay the lower In-Network cost sharing amount when you use an Out-of-Network Provider. For example, if you go to an In-Network Hospital or Provider Facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist who is employed by or contracted with an In-Network Hospital or Facility, you will pay the In-Network cost share amounts for those Covered Services. However, you also may be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge.

## **Claims Review**

The Claims Administrator has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking emergency services, urgent care services, or other services authorized by the Claims Administrator according to the terms of this Plan from Out-of-Network Providers could be balanced billed by the Out-of-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

## **Notice of Claim & Proof of Loss**

After you get Covered Services, the Claims Administrator must receive written notice of your claim within 12 months in order for benefits to be paid. The claim must have the information needed to determine benefits. If the claim does not include enough information, the Claims Administrator will ask for more details and it must be sent in order for benefits to be paid, except as required by law. Payment of claims will be made as soon as possible following receipt of the claim, unless more time is required because of incomplete or missing information.

In certain cases, you may have some extra time to file a claim. If the Claims Administrator did not get your claim within 90 days, but it is sent in as soon as reasonably possible and within one year after the 90-day period ends (i.e., within 15 months), you may still be able to get benefits. **However, any claims, or additional information on claims, sent in more than 24 months after you get Covered Services will be denied.**

## Claim Forms

Contact your local Human Resources Benefits Office or Customer Service and ask for a claim form to be sent to you. The same information that would be given on the claim form must be included in the written notice of claim. This includes:

- Name of patient.
- Patient's relationship with the Subscriber.
- Identification number.
- Date, type, and place of service.
- Your signature and the Provider's signature.

## Member's Cooperation

You will be expected to complete and submit to the Plan all such authorizations, consents, releases, assignments and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers' Compensation or any other governmental program. If you fail to cooperate (including if you fail to enroll under Part B of the Medicare program where Medicare is the responsible payer), you will be responsible for any charge for services that would have been paid or reimbursed by such a program.

## Payment of Benefits

The Claims Administrator may make benefit payments directly to In-Network Providers for Covered Services. If you use an Out-of-Network Provider, however, the Claims Administrator may make benefit payments to you or to the Out-of-Network provider, at our discretion. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims sent to, an Alternate Recipient (any child of a Subscriber who is recognized, under a Qualified Medical Child Support Order (QMCSO), as having a right to enrollment under the Plan), or that person's custodial parent or designated representative. Any benefit payments made will discharge the Plan's obligation to pay for Covered Services. You cannot assign your right to benefits to anyone else, except as required by a QMCSO or any applicable state law.

Once a Provider performs a Covered Service, the Claims Administrator will not honor a request to withhold payment of the claims submitted.

## Inter-Plan Programs

### *Out of Area services*

Blue Cross Blue Shield Healthcare Plan has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever you obtain healthcare services outside of Blue Cross Blue Shield Healthcare Plan service area, the claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard Program and may include negotiated National Account arrangements available between Blue Cross Blue Shield Healthcare Plan and other Blue Cross and Blue Shield Licensees.

Typically, when accessing care outside Blue Cross Blue Shield Healthcare Plan service area, you will obtain care from Providers that have a contractual agreement (i.e., are “participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, you may obtain care from nonparticipating healthcare Providers. Blue Cross Blue Shield Healthcare Plan payment practices in both instances are described below.

Blue Cross Blue Shield Healthcare Plan covers only limited healthcare services received outside of Blue Cross Blue Shield Healthcare Plan corporate parent’s service area. As used in this section, “Out-of-Area Covered Healthcare Services” include emergency and urgent care obtained outside the geographic area Blue Cross Blue

Shield Healthcare Plan corporate parent serves. Any other services will not be covered when processed through any Inter-Plan Programs arrangements.

## **BlueCard® Program**

Under the BlueCard® Program, when you access covered healthcare services within the geographic area served by a Host Blue, Blue Cross Blue Shield Healthcare Plan will remain responsible for fulfilling Blue Cross Blue Shield Healthcare Plan contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare Providers.

Whenever you access covered healthcare services outside Blue Cross Blue Shield Healthcare Plan service area and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services is calculated based on the lower of:

- The billed covered charges for your Covered Services; or
- The negotiated price that the Host Blue makes available to Blue Cross Blue Shield Healthcare Plan.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Blue Cross Blue Shield Healthcare Plan uses for your claim because they will not be applied retroactively to claims already paid.

Federal law or the law in a small number of states may require the Host Blue to add a surcharge to your calculation. If federal law or any state laws mandate other liability calculation methods, including a surcharge, your liability for any covered healthcare services would then be calculated according to applicable law. For information on states that participate in this program, go to [https://www.Anthem.com/shared/noapplication/memberservices/nosecondary/notertiary/pw\\_a113425.pdf](https://www.Anthem.com/shared/noapplication/memberservices/nosecondary/notertiary/pw_a113425.pdf).

You will be entitled to benefits for healthcare services that you accessed either inside or outside the geographic area Blue Cross Blue Shield Healthcare Plan serves, if this Plan covers those healthcare services. Due to variations in Host Blue network protocols, you may also be entitled to benefits for some healthcare services obtained outside the geographic area Blue Cross Blue Shield Healthcare Plan serves, even though you might not otherwise have been entitled to benefits if you had received those healthcare services inside the geographic area Blue Cross Blue Shield Healthcare Plan serves. But in no event will you be entitled to benefits for healthcare services, wherever you received them that are specifically excluded from or are in excess of the limits of coverage provided by this Plan.

## **Non-Participating Healthcare Providers Outside The Claims Administrator's Service Area**

### ***Member Liability Calculation***

When covered healthcare services are provided outside of the Claims Administrator's Service Area by non-participating healthcare providers, the amount you pay for such services will generally be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment the Plan will make for the Covered Services as set forth in this paragraph.

### ***Exceptions***

In certain situations, the Claims Administrator may use other payment bases, such as billed covered charges, the payment the Plan would make if the healthcare services had been obtained within the Claims Administrator's service area, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount the Plan will pay for services rendered by nonparticipating healthcare providers. In these situations, you may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment the Plan will make for the Covered Services as set forth in this paragraph.

If you obtain services in a state with more than one Blue Plan network, an exclusive network arrangement may be in place. If you see a Provider who is not part of an exclusive network arrangement, that Provider's service(s) will be considered non-network care, and you may be billed the difference between the charge and the Maximum Allowable Amount. You may call the Customer Service number on your ID card or go to [www.Anthem.com/usg](http://www.Anthem.com/usg) for more information about such arrangements.

## **Getting Approval for Benefits**

Your Plan includes the processes of Pre-certification, Predetermination and Post Service Clinical Claims Reviews to decide when services should be covered by your Plan. Their purpose is to aid the delivery of cost-effective health care by reviewing the use of treatments and, when proper, the setting or place of service where they are performed. Covered Services must be Medically Necessary for benefits to be covered. When setting or place of service is part of the review, services that can be safely given to you in a lower cost setting will not be Medically Necessary if they are given in a higher cost setting.

### **Types of Requests**

- **Prior Authorization** – Network Providers must obtain prior authorization in order for you to get benefits for certain services. Prior Authorization criteria will be based on many sources including medical policy, clinical guidelines, and pharmacy and therapeutics guidelines. The Claims Administrator may decide a service that was first prescribed or asked for is not Medically Necessary if you have not tried other treatments which are more cost effective.
- **Pre-certification** – A required review of a service, treatment or admission for a benefit coverage determination which must be done before the service, treatment or admission start date. For Emergency admissions, you, your authorized representative or Provider must tell the Claims Administrator within 48 hours of the admission. For labor / childbirth admissions, Pre-certification is not needed unless there is a problem and/or the mother and baby are not sent home at the same time.
- **Predetermination** – An optional, voluntary Prospective or Continued Stay Review request for a benefit coverage determination for a service or treatment. The Claims Administrator will check your

Plan to find out if there is an Exclusion for the service or treatment. If there is a related clinical coverage guideline, the benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity under this Plan or is Experimental or Investigational as that term is defined in this Plan.

- **Post Service Clinical Claims Review** – A Retrospective review for a benefit coverage determination to decide the Medical Necessity or Experimental or Investigational nature of a service, treatment or admission that did not need Pre-certification and did not have a Predetermination review performed. Medical Reviews are done for a service, treatment or admission in which the Claims Administrator has a related clinical coverage guideline and are typically initiated by the Claims Administrator.

The Provider should contact the Claims Administrator to request a Pre-certification or Predetermination review. The Claims Administrator will work directly with the requesting Provider for the Pre-certification request. However, you may designate an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older.

The Claims Administrator will use clinical coverage guidelines, such as medical policy, clinical guidelines, preventative care clinical coverage guidelines, and other applicable policies to help make Medical Necessity decisions, including decisions about Prescription and Specialty Drug services. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. The Claims Administrator reserves the right to review and update these clinical coverage guidelines from time to time. Your Employer's Administrative Services Agreement takes precedence over these guidelines.

You are entitled to ask for and receive, free of charge, reasonable access to any records concerning your request. To ask for this information, call the Pre-certification phone number on the back of your Identification Card.

The Claims Administrator may, from time to time, waive, enhance, change or end certain medical management processes (including utilization management, case management, and disease management) if in the Claims Administrator's discretion, such change furthers the provision of cost effective, value based and/or quality services.

## Request Categories

- **Urgent** – A request for Pre-certification or Predetermination that, in the view of the treating Provider or any Doctor with knowledge of your medical condition, could, without such care or treatment, seriously threaten your life or health or your ability to regain maximum function or subject you to severe pain that cannot be adequately managed without such care or treatment.
- **Prospective** – A request for Pre-certification or Predetermination that is conducted before the service, treatment or admission.
- **Continued Stay Review** – A request for Pre-certification or Predetermination that is conducted during the course of treatment or admission.
- **Retrospective** – A request for Pre-certification that is conducted after the service, treatment or admission has happened. Post Service Clinical Claims Reviews are also retrospective. Retrospective review does not include a review that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding or adjudication of payment.

## Reviewing Where Services Are Provided

A service must be Medically Necessary to be a Covered Service. When level of care, setting or place of service is reviewed, services that can be safely given to you in a lower level of care or lower cost setting/place of care, will not be Medically Necessary if they are given in a higher level of care, or higher

cost setting/place of care. This means that a request for a service may be denied because it is not Medically Necessary for the service to be provided where it is being requested. When this happens, the service can be requested again in another place and will be reviewed again for Medical Necessity. At times a different Provider or Facility may need to be used in order for the service to be considered Medically Necessary. Examples include, but are not limited to:

- A service may be denied on an inpatient basis at a Hospital but may be approvable if provided on an outpatient basis at a Hospital.
- A service may be denied on an outpatient basis at a Hospital but may be approvable at a free-standing imaging center, infusion center, Ambulatory Surgery Center, or in a Physician's office.
- A service may be denied at a Skilled Nursing Facility but may be approvable in a home setting.

Utilization review criteria will be based on many sources including medical policy and clinical guidelines. It may be decided that a treatment that was asked for is not Medically Necessary if a clinically equivalent treatment that is more cost effective is available and appropriate. "Clinically equivalent" means treatments that, for most Members, will give you similar results for a disease or condition.

If you have any questions about the utilization review process, the medical policies, or clinical guidelines, you may call the Member Services phone number on the back of your Identification Card.

## **Individual Case Management**

The individual case management program is designed to provide benefits to eligible Members who, with their attending Physician, agree to treatment under an Alternative Benefit Plan intended to provide quality health care under lower cost alternatives. Such benefits will be determined on a case-by-case basis, and payment will be made only as agreed to under a written alternative benefit plan for each Plan Member.

The program includes:

- the identification of potential program Members through active case-finding and referral mechanisms;
- eligibility screening;
- preparation of alternative benefit plans;
- subsequent to the approval of the parties, transfer to alternative treatment settings in which quality care will be provided.

### **Eligibility**

A Member receiving benefits under an alternative benefit plan may, at any time, elect to discontinue the plan and revert to regular Plan benefits.

The Claims Administrator is responsible for determining eligibility for cases to be included in the program.

The Member—or legal guardian or family member, if applicable—and the attending Physician must consent to explore with the Claims Administrator the possibilities of transfer to an alternative treatment setting and, prior to implementation, agree to the alternative benefit plan.

### **Benefits**

Benefits will be determined on a case-specific basis, depending on the plan of treatment, and may include Covered Services under the applicable Plan.

Services will be covered and payable as long as the treatment is required as outlined in the alternative

benefit plan, and is less expensive than the original treatment plan which otherwise would have been followed. The Claims Administrator will determine the maximum approved payments allowable under the Plan.

Benefits under the Plan are furnished as an alternative to other Plan benefits and are limited to the following:

- Services, equipment and supplies which are approved as Medically Necessary for the treatment and care of the Member.
- Non-structural modifications to the home which are required to meet minimum standards for safe operation of equipment.
- When necessary for the long-term care of the Member in the home-setting, respite care to relieve family members or other persons caring for the Member at home. (The respite care benefit can be credited at a rate of 24 hours for every month of care rendered in the home setting, and may be reimbursed for up to 6 consecutive days at a time. The Claims Administrator may approve, on an exception basis, up to 5 day per month of respite care when medical review of the case indicates that such action is appropriate.

The Member must obtain pre-certification from the Claims Administrator regarding the treatment plan and proposed setting to be utilized during the respite care period.

Potential cases include but are not limited to:

- spinal cord Injury;
- severe head trauma/coma;
- respiratory dependence;
- degenerative muscular/neurological disorders;
- long term IV antibiotics;
- premature birth;
- burns;
- cardiovascular accident;
- cancer;
- accidents;
- terminal illnesses;
- other cases at the Plan's discretion.

### **Covered Services**

- Services covered under individual case management will be determined by the Plan on a case-by-case basis. Benefits may be provided for the rehabilitation of a Member on an inpatient, outpatient, or out-of- Hospital basis, as long as they are Medically Necessary, support the plan of treatment, and ensure quality of care.
- The program may provide or coordinate any of the types of Covered Services provided pursuant to this Benefit Booklet.
- At its sole discretion, in the context of an individual case management program, the Plan may also provide or arrange for alternative services or extra-contractual benefits which (i) are excluded by this Benefit Booklet; (ii) are neither excluded nor defined as Covered Services under this Benefit Booklet, or (iii) exceed the maximum for any Covered Service under this Benefit Booklet.

### **Utilization**

- Benefits will be provided only when and for as long as the Plan deems they are Medically Necessary. The approved alternative benefit plan of treatment will establish which benefits will be provided and for how long, and shall be subject to pre-certification and continuing review for Medical Necessity as set forth in such plan for treatment.
- The total benefits that may be paid will not exceed those which the Member would have otherwise have received in the absence of individual case management benefits.

### **Exclusions**

- Rehabilitation or Custodial Care for chronic (recurring) conditions that do not, in the Claims Administrators sole discretion, significantly improve in an observable way within a reasonable period of time will not be a covered benefit under the individual case management program.

### **Individual Case Management Definitions**

#### ***Case Manager***

The person designated by the Claims Administrator to manage and coordinate the Member's medical benefits under the individual case management program.

#### ***Provider***

A Provider may be any facility or practitioner including, but not limited to Ineligible Providers, licensed or certified to give services or supplies consistent with the plan of treatment and approved by the Claims Administrator.

### **Termination of Individual Case Management**

Services in the alternative benefit plan approved by the Claims Administrator under individual case management will cease to be Covered Services under this Plan when extra-contractual benefits or alternative services are no longer Medically Necessary, as determined by the Plan Sponsor, due to a change in the patient's condition.

## Coordination of Benefits When Members Are Insured Under More Than One Plan

If a Member has healthcare coverage under another program, any other group medical expense coverage, or any local, state or governmental program (except school accident insurance coverage and Medicaid), then benefits payable under This Plan will be coordinated with the benefits payable under the other program. This Plan's liability in coordinating will not be more than 100% of the Allowable Expense or the contracted amount.

Allowable Expense means any necessary, reasonable and customary expense at least a portion of which is covered under at least one of the programs covering the Member for whom the claim is made.

Please note that several terms specific to this section are listed below. Some of these terms have different meanings in other parts of the Benefit Booklet. For this provision only, your plan is referred to as "This Plan" and any other insurance plan as "Plan." In the rest of the Benefit Booklet, Plan has the meaning listed in the "Definitions" section.

Plan means any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

- Group insurance or group-type coverage, whether insured or uninsured, that includes continuous twenty-four
- hour coverage. This includes prepayment, group practice, or individual practice coverage. It also includes coverage other than school accident-type coverage.
- Coverage under a governmental Plan or coverage that is required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any Plan whose benefits, by law, are in addition to those of any private insurance program or other non-governmental program.
- "No-fault" and group or group-type "fault" automobile insurance policies or contracts.

Each contract or other arrangement for coverage above is a separate Plan. If an arrangement has two parts and these rules apply only to one of the two, each of the parts is a separate Plan.

**Primary Plan/Secondary Plan** The "Order of Benefit Determination Rules" below determine whether This Plan is a Primary Plan or Secondary Plan in relationship to another Plan covering a Member. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits.

When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits.

When there are more than two Plans covering a Member, This Plan may be a Primary Plan in relationship to one or more other Plans and may be a Secondary Plan in relationship to a different Plan or Plans.

### Order of Benefit Determination Rules

When you have other coverage, claims will be paid as follows:

- Non-Dependent/Dependent  
The program which covers the person as an Employee (other than as a dependent) is primary to the program which covers the person as a dependent.

- Dependent Child/Parents Not Separated or Divorced
  - For children, the healthcare plan of the parent whose birthday occurs earlier in the calendar year is deemed to be primary.
  - If both parents' birthdays occur on the same day, the healthcare plan that has insured the parent for the longest period of time is primary.
  - If one of the plans does not have the parent birthday rule, the father's healthcare plan is primary.
- Dependent Child/Parents Separated or Divorced
  - a. When a *court decree has determined that one parent has financial responsibility* for medical, dental or other healthcare expenses of a child, the healthcare plan of the **parent with court-decreed financial responsibility is primary to any other plan** covering the child (regardless of which parent has custody).
  - b. When a *court decree states that the parents will share joint custody*, without specifying which parent has financial responsibilities for medical or dental care expenses of a child, the plan providing primary coverage for the child will be determined as follows:
    - 1. The healthcare plan of the parent whose birthday occurs earlier in the calendar year is primary;
    - 2. When both parents' birthdays occur on the same day, the healthcare plan that has insured the parent for the longest period of time is primary; and
    - 3. If one of the plans does not have the parent birthday rule, the father's healthcare plan is primary.
  - c. In the absence of joint custody and without court-decreed financial responsibility:
    - 1. For healthcare plans that cover a *child of separated or divorced parents who have not remarried*, the healthcare plan of the parent with custody is deemed to be primary.
    - 2. For healthcare plans that cover a *child of remarried parent(s)*:
      - The healthcare plan of the remarried parent with custody is deemed to be primary;
      - The healthcare plan of the step-parent is deemed to be secondary; and
      - The healthcare plan of the biological parent without custody is deemed to have the third level of healthcare payment responsibility.
- Active/Inactive Employee
  - 1. The healthcare plan that covers an insured individual as an active employee is primary over healthcare plan that covers a retiree or laid-off employee.
  - 2. The same process is true for an active employee covered by his/her employer's group-insurance medical plan who is also covered as a dependent under a retiree's/laid-off employee's group-insurance medical plan.
  - 3. An active employee's healthcare plan will have primary coverage responsibilities.

## Facility of Payment

A payment made under another program may include an amount which should have been paid under This Plan. If it does, the Claims Administrator may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this program. This Plan will not have to pay that amount again.

## **Right of Reimbursement**

If the amount of the payment made by This Plan is more than it should have paid under this provision, the Claims Administrator may recover the excess from one or more of:

- the persons it has paid or for whom it has paid,
- insurance companies, or
- other organizations.

## **Right of Reimbursement**

The Plan may require reimbursement from a Member for benefits paid to or on behalf of the Member for an injury or illness involving negligence or misconduct of a third party if the Member is "made whole." A Member is made whole if the Member recovers amounts under a settlement or a judgment against a third party which is more than the sum of all economic and non-economic losses incurred as a result of an injury or illness. The amount of any reimbursement claim by the Plan will be reduced by the pro rata amount of the attorney's fees and expenses of litigation incurred by the Member in bringing a claim against the third party. The Plan has the right to seek a declaratory judgment in court to share in the proceeds of any settlement or judgment where the Member claims he or she has not been made whole.

Any person seeking recovery from a third party on behalf of a Member for personal injury which is related to a claim for which the Plan has paid benefits must provide notice of the claim by certified mail or statutory overnight delivery to the Plan. This notice must be provided no later than 10 days prior to the consummation of any settlement or commencement of any trial. Once the notice is received, the Plan will provide a notice to the Member for any claims for reimbursement.

# Voluntary Incentive Program(s)

Your Plan includes the added benefit of voluntary incentive programs. These programs are designed to encourage you to take an active role in improving your health and wellness in the areas of physical activity, nutrition, life skills such as stress management, tobacco use cessation and alternative health. A full listing of tools and program options can be found on the Claims Administrator's website at [www.Anthem.com/usg](http://www.Anthem.com/usg) by selecting the Resources & Tools tab. Information is also available by calling Customer Service at the number on the back of your Identification Card.

## How to Participate

Employees with ongoing conditions or those coping with a serious illness can call Anthem at 1-800-424-8950 for more information about Health Support Programs.

## Programs Available

### 24/7 NurseLine:

Get health advice from a registered nurse, day or night.

### Behavioral Health:

Support from licensed health professionals to help coordinate your care from other health providers and community resources. Get a personalized plan to help you reach your goals

### Chronic Care:

Personal Health Consultants help with managing asthma, diabetes, chronic obstructive pulmonary disease (COPD), heart disease or coronary artery disease (CAD)

Care coordination with your doctor

Personalized support helps you reach your health goals

### Case Management:

A Personal Health Consultant will reach out to you after surgery, a hospital stay or if you have a serious health condition.

We'll answer your questions and go over your doctor's instructions Get help coordinating benefits for home therapy or medical supplies

### End-stage renal disease (ESRD):

*Your Personal Health Consultant can help you:*

Schedule dialysis care and doctor visits.

Follow your treatment plan and understand your medical equipment. Find helpful resources and information.

## **Centers of Medical Excellence for Transplant Program**

***Our Centers of Medical Excellence for Transplant (CME-T) program includes both our CMEs and Blue Distinction Centers for transplant:***

Get access to our transplant team.

Speak with case managers who have expertise in transplant care.

Get help in finding out about your benefits.

Get a care plan designed just for you to help you and your family.

## **Future Moms**

***Through the Future Moms prenatal care program, you'll get:***

Access to talk to a Personal Health Consultant Maternity Nurse about your pregnancy, newborn care and much more.

Each future mom (and dad) has access to a Maternity Nurse during pregnancy.

A book that shows changes you can expect for you and your baby during the next nine months. Help from dietitians, pharmacists and social workers, as needed.

## **Neonatal Intensive Care Unit (NICU)**

***Our case management program for high-risk births begins by first working with members in our Future Moms maternity program:***

Get a customized plan of care from a nurse with neonatal or pediatric nursing experience.

Learn how to best care for your child at home.

## **MyHealth Note**

***MyHealth Note is an educational report card on your well-being that helps you save money and stay healthy. You'll get:***

A confidential, easy-to-read summary of your recent medical claims. Reminders about tests and screenings.

Tips on ways to save on health expenses.

## Member Rights and Responsibilities

As a Member you have certain rights and responsibilities when receiving your health care. You also have a responsibility to take an active role in your care. As your health care partner, the Claims Administrator is committed to making sure your rights are respected while providing your health benefits. That also means giving you access to the Claims Administrator's Network Providers and the information you need to make the best decisions for your health and welfare.

### ***These are your rights and responsibilities: You have the right to:***

- Speak freely and privately with your doctors and other health providers about all health care options and treatment needed for your condition. This is no matter what the cost or whether it's covered under your Plan.
- Work with your doctors in making choices about your health care.
- Be treated with respect and dignity.
- Expect us to keep your personal health information private. This is as long as it follows state and Federal laws and our privacy policies.
- Get the information you need to help make sure you get the most from your Health Plan, and share your feedback. This includes information on:
  - The Claims Administrator's company and services.
  - The Claims Administrator's network of doctors and other health care providers.
  - Your rights and responsibilities.
  - The rules of your health care plan.
  - The way your Health Plan works.
- Make a complaint or file an appeal about:
  - Your Plan
  - Any care you get
  - Any Covered Service or benefit ruling that your Plan makes.
- Say no to any care, for any condition, sickness or disease, without it affecting any care you may get in the future. This includes the right to have your doctor tell you how that may affect your health now and in the future.
- Get all of the most up-to-date information from a doctor or other health care professional provider about the cause of your illness, your treatment and what may result from it. If you don't understand certain information, you can choose a person to be with you to help you understand.

### ***You have the responsibility to:***

- Read and understand, to the best of your ability, all information about your health benefits or ask for help if you need it.
- Follow all Plan rules and policies.
- Choose a Network Primary Care Physician (doctor), also called a PCP, if your health care plan requires it.
- Treat all doctors, health care Providers and staff with courtesy and respect.
- Keep all scheduled appointments with your health care Providers. Call their office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your doctors or other health care Providers to make a treatment plan that you all agree on.

- Tell your Doctors or other health care Providers if you don't understand any type of care you're getting or what they want you to do as part of your care plan.
- Follow the care plan that you have agreed on with your doctors or health care Providers.
- Give the Claims Administrator, your doctors and other health care professionals the information needed to help you get the best possible care and all the benefits you are entitled to. This may include information about other health and insurance benefits you have in addition to your coverage with the Plan.
- Let the Claims Administrator's customer service department know if you have any changes to your name, address or family members covered under your Plan.

***The Claims Administrator is committed to providing quality benefits and customer service to its Members. Benefits and coverage for services provided under the benefit program are governed by the Plan and not by this Member Rights and Responsibilities statement.***

***If you need more information or would like to contact the Claims Administrator, please go to [anthem.com](http://anthem.com) and select Customer Support > Contact Us. Or call the Member Services number on your ID card.***

# Your Right to Appeal

For purposes of these Appeal provisions, “claim for benefits” means a request for benefits under the Plan. The term includes both pre-service and post-service claims.

- A pre-service claim is a claim for benefits under the Plan for which you have not received the benefit or for which you may need to obtain approval in advance.
- A post-service claim is any other claim for benefits under the Plan for which you have received the service.

If your claim is denied or if your coverage is rescinded:

- You will be provided with a written notice of the denial or rescission; and
- You are entitled to a full and fair review of the denial or rescission.

The procedure the Claims Administrator will follow will satisfy the requirements for a full and fair review under applicable federal regulations.

## ***Notice of Adverse Benefit Determination***

If your claim is denied, the Claims Administrator’s notice of the adverse benefit determination (denial) will include:

- information sufficient to identify the claim involved;
- the specific reason(s) for the denial;
- a reference to the specific Plan provision(s) on which the Claims Administrator’s determination is based;
- a description of any additional material or information needed to perfect your claim;
- an explanation of why the additional material or information is needed;
- a description of the Plan’s review procedures and the time limits that apply to them;
- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about your right to request a copy of it free of charge, along with a discussion of the claims denial decision; and
- information about the scientific or clinical judgment for any determination based on medical necessity or experimental treatment, or about your right to request this explanation free of charge, along with a discussion of the claims denial decision.
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman who may assist you

For claims involving urgent/concurrent care:

- the Claims Administrator’s notice will also include a description of the applicable urgent/concurrent review process; and
- the Claims Administrator may notify you or your authorized representative within 72 hours orally and then furnish a written notification.

## ***Appeals (Grievances)***

You have the right to appeal an adverse benefit determination (claim denial or rescission of coverage). You or your authorized representative must file your appeal within 180 calendar days after you are notified of the denial or rescission. You will have the opportunity to submit written comments, documents, records, and other information supporting your claim. The Claims Administrator’s review of your claim will take into account all information you submit, regardless of whether it was submitted or considered in the initial benefit

determination.

- The Claims Administrator shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent with the entity reviewing the appeal. The time frame allowed for the Claims Administrator to complete its review is dependent upon the type of review involved (e.g., pre-service, concurrent, post-service, urgent, etc.).

**For pre-service claims involving urgent/concurrent care**, you may obtain an expedited appeal. You or your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and you by telephone, facsimile or other similar method. To file an appeal for a claim involving urgent/concurrent care, you or your authorized representative must contact the Claims Administrator at the number shown on your identification card and provide at least the following information:

- the identity of the claimant;
- the date(s) of the medical service;
- the specific medical condition or symptom;
- the provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons the appeal should be processed on a more expedited basis.

**All other requests for Appeals (Grievances)** should be submitted in writing by the *Member* or the *Member's authorized representative*, except where the acceptance of oral *Appeals (Grievances)* is otherwise required by the nature of the *appeal* (e.g., urgent care). You or your authorized representative must submit a request for review to:

***Anthem Blue Cross Blue Shield Post  
Office Box 105449  
Atlanta, GA 30348-5449***

You must include your Member Identification Number when submitting an appeal.

Upon request, the Claims Administrator will provide, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. "Relevant" means that the document, record, or other information:

- was relied on in making the benefit determination; or
- was submitted, considered, or produced in the course of making the benefit determination; or
- demonstrates compliance with processes and safeguards to ensure that claim determinations are made in accordance with the terms of the Plan, applied consistently for similarly-situated claimants; or
- is a statement of the Plan's policy or guidance about the treatment or benefit relative to your diagnosis.

The Claims Administrator will also provide you, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with your claim. In addition, before you receive an adverse benefit determination on review based on a new or additional rationale, the Claims Administrator will provide you, free of charge, with the rationale.

#### ***For Out of State Appeals (Grievances)***

You have to file Provider Appeals with the Host Plan. This means Providers must file Appeals with the same plan to which the claim was filed.

#### ***How Your Appeal will be Decided***

When the Claims Administrator considers your appeal, the Claims Administrator will not rely upon the initial benefit determination or, for voluntary second-level Appeals, to the earlier appeal determination. The review will be conducted by an appropriate reviewer who did not make the initial determination and who does not work for the person who made the initial determination. A voluntary second-level review will be conducted by an appropriate reviewer who did not make the initial determination or the first-level appeal determination and who does not work for the person who made the initial determination or first-level appeal determination.

If the denial was based in whole or in part on a medical judgment, including whether the treatment is experimental, investigational, or not medically necessary, the reviewer will consult with a health care professional who has the appropriate training and experience in the medical field involved in making the judgment. This health care professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

### ***Notification of the Outcome of the Appeal***

**If you appeal a claim involving urgent/concurrent care**, the Claims Administrator will notify you of the outcome of the appeal as soon as possible, but not later than 72 hours after receipt of your request for appeal.

**If you appeal any other pre-service claim**, the Claims Administrator will notify you of the outcome of the appeal within 30 days after receipt of your request for appeal.

**If you appeal a post-service claim**, the Claims Administrator will notify you of the outcome of the appeal within 60 days after receipt of your request for appeal.

### ***Appeal Denial***

If your appeal is denied, that denial will be considered an adverse benefit determination. The notification from the Claims Administrator will include all of the information set forth in the above section entitled "Notice of Adverse Benefit Determination."

### ***Voluntary Second Level Appeals (Grievances)***

If you are dissatisfied with the Plan's mandatory first level appeal decision, a voluntary second level appeal may be available. If you would like to initiate a second level appeal, please write to the address listed above. Voluntary Appeals (Grievances) must be submitted within 60 calendar days of the denial of the first level appeal. You are not required to complete a voluntary second level appeal prior to submitting a request for an independent External Review (see below).

### ***Requirement to file an Appeal before filing a lawsuit***

No lawsuit or legal action of any kind related to a benefit decision may be filed by you in a court of law or in any other forum, unless it is commenced within three years of the Plan's final decision on the claim or other request for benefits. If the Plan decides an appeal is untimely, the Plan's latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the Plan's internal Appeals Procedure but not including any voluntary level of appeal or the External Review described below before filing a lawsuit or taking other legal action of any kind against the Plan.

***The Claims Administrator reserves the right to modify the policies, procedures and timeframes in this section.***

### **External Review**

If the outcome of the mandatory first level appeal is adverse to you, you may be eligible for an independent External Review pursuant to federal law. You must submit your request for External Review to the Claims

Administrator within four (4) months of the notice of your final internal adverse determination. A request for an External Review must be in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. You do not have to re-send the information that you submitted for internal appeal. However, you are encouraged to submit any additional information that you think is important for review. Claims submitted for External Review will be reviewed by a qualified medical professional who is not employed by the Claims Administrator or the Employer.

For pre-service claims involving urgent/concurrent care, you may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through the Claims Administrator's internal appeal process. You or your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and you by telephone, facsimile or other similar method. To proceed with an Expedited External

Review, you or your authorized representative must contact the Claims Administrator at the number shown on your Identification Card and provide at least the following information:

- the Member's identity;
- the date(s) of the medical service;
- the specific medical condition or symptom;
- the Provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons the appeal should be processed on a more expedited basis.

All other requests for External Review should be submitted in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. Such requests should be submitted by you or your authorized representative to:

**Anthem Blue Cross and Blue Shield**  
**ATTN: Appeals**  
**P.O. Box 105449**  
**Atlanta, GA 30348**

This is not an additional step that you must take in order to fulfill your appeal procedure obligations described above. Your decision to seek External Review will not affect your rights to any other benefits under this health care Plan. There is no charge for you to initiate an independent External Review. The External Review decision is final and binding on all parties except for any relief available through applicable state laws.

## **Continuation of Coverage under Federal Law (COBRA)**

A Member who loses coverage under the Plan may be able to elect to continue coverage under the Plan, at his or her own expense, for 18-36 months after coverage would otherwise end. These rights and the Member's responsibilities to protect his or her continuation rights are summarized below, but contact your Employer if you have any questions about your COBRA rights. COBRA continuation coverage is generally administered by the "COBRA Administrator," which is the office or third-party that will be your point of contact after the original qualifying event. You will receive more information on how to contact the COBRA Administrator once you have elected continuing coverage.

### **Qualifying events for Continuation Coverage under Federal Law (COBRA)**

COBRA continuation coverage is available when a Member's coverage under the Plan would otherwise end because of certain "qualifying events." After a qualifying event, COBRA continuation coverage must be

offered to each person who is a “qualified beneficiary.” A qualified beneficiary is a Member who is covered under the Plan on the day before the qualifying event. Qualified beneficiaries who elect COBRA must pay for this COBRA continuation coverage.

Each qualified beneficiary may elect continuation independently. Members also may elect COBRA continuation coverage on behalf of their Spouses, and parents or legal guardians may elect COBRA continuation coverage on behalf of their children. A child born to, or placed for adoption with, a Member during the period of continuation coverage is also eligible for continuation coverage.

Initial Qualifying Event	Length of Availability of
<p><b><u>For Employees:</u></b>            Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer’s Health Plan Due to Reduction In Hours Worked</p>	18 months
<p><b><u>For Spouses/ Dependents:</u></b>            Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer’s Health Plan Due to Reduction In Hours Worked</p> <p>Covered Employee’s Entitlement to Medicare (if it leads to a loss of coverage under this Plan)</p> <p>Divorce or Legal Separation</p> <p>Death of a Covered</p>	18 months  36 months  36 months  36 months
<p><b><u>For Dependents:</u></b>            Loss of Dependent Child Status, e.g., turning age 26.</p>	36 months

Continuation coverage stops before the end of the maximum continuation period if the Member becomes entitled to Medicare benefits. If a continuing beneficiary becomes entitled to Medicare benefits, then a qualified beneficiary – other than the Medicare beneficiary – is entitled to continuation coverage for no more than a total of 36 months. (For example, if you become entitled to Medicare prior to termination of employment or reduction in hours, COBRA continuation coverage for your Spouse and children can last up to 36 months after the date of Medicare entitlement.)

If you are a retiree under this Plan, filing a proceeding in bankruptcy under Title 11 of the United States Code may be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Employer, and that bankruptcy results in the loss of coverage, you will become a qualified beneficiary with respect to the bankruptcy. Your surviving Spouse and Dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under this Plan. If COBRA coverage becomes available to a retiree and his or her covered family members as a result of a bankruptcy filing, the retiree may continue coverage for life. His or her Spouse and Dependents may continue coverage for a maximum period of up to 36 months following the date of the retiree’s death.

### **Second qualifying event**

If your family has another qualifying event (such as a legal separation, divorce, etc.) during the initial 18 months of COBRA continuation coverage, your Dependents can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months from the original qualifying event. Such additional coverage is only available if the second qualifying event would have caused your Dependents to

lose coverage under the Plan had the first qualifying event not occurred. A qualified beneficiary must give timely notice to the COBRA Administrator in such a situation.

## **Notification Requirements**

You must notify your (or the Employee's) campus Benefits/Human Resources office within 60 days of your divorce, legal separation or the failure of your enrolled Dependents to meet the program's definition of Dependent. This notice must be provided in writing to the COBRA Administrator. Thereafter, the COBRA Administrator will notify qualified beneficiaries of their rights to elect continuing coverage.

## **Electing COBRA Continuation Coverage**

To continue enrollment, a qualified beneficiary must make an election within 60 days of the date coverage would otherwise end, or the date the COBRA Administrator notifies the qualified beneficiary of this right, whichever is later. You must pay the total premium appropriate for the type of benefit coverage you choose to continue. If the premium rate changes for active associates, your monthly premium will also change. The premium you must pay cannot be more than 102% of the total cost (Employee and Employer) of coverage available to active Employees with similar coverage, and it must be paid to the COBRA Administrator within 30 days of the date due, except that the initial premium payment must be made before 45 days after the initial election for continuation coverage, or your continuation rights will be forfeited.

## **Disability extension of 18-month period of continuation coverage**

A qualified beneficiary who is determined, at the time of the qualifying event, to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act, or who become disabled during the first 60 days of COBRA continuation coverage, may continue coverage for 29 months after the qualifying event. Family members of the disabled employee are also eligible for the disability extension. To qualify for the extension, the disabled qualified beneficiary must provide notice of his or her disability status within 60 days of the disability determination. In these cases, the Employer can charge 150% of premium for months 19 through 29. This would allow health coverage to be provided in the period between the end of 18 months and the time that Medicare begins coverage for the disabled individual at 29 months. If a qualified beneficiary is determined by the Social Security Administration to no longer be disabled, the qualified beneficiary must notify the COBRA administrator of that fact in writing within 30 days after the Social Security Administration's determination.

## **When COBRA Coverage Ends**

COBRA benefits are available without proof of insurability, and coverage will end on the earliest of the following:

- A covered individual reaches the end of the maximum coverage period;
- A covered individual fails to pay a required premium on time;
- A covered individual becomes covered under any other group health plan after electing COBRA;
- A covered individual becomes entitled to Medicare after electing COBRA; or
- The University System of Georgia terminates all of its group healthplans.

## **Other Coverage Options besides COBRA Continuation Coverage**

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

## **Continuation of Coverage Due to Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), a Member who is absent from employment on account of military leave may have a right to continuation of benefits. This right is nearly identical to COBRA except that (1) coverage is available for 24 months; and (2) the Employer pays the full premium after the first month of the absence (but not the additional 2% that is charged for COBRA continuation coverage) but pays only the active Employee rate for the first month of the absence.

## **Family and Medical Leave Act of 1993**

An Employee may continue membership in the Plan as provided by the Family and Medical Leave Act. An Employee who has been employed at least one year is eligible to choose to continue coverage for up to 12 weeks of unpaid leave for the following reasons:

- The birth of the Employee's child.
- The placement of a child with the Employee for the purpose of adoption or foster care.
- To care for a seriously ill Spouse, child or parent.
- A serious health condition rendering the Employee unable to perform his or her job.

If the Employee chooses to continue coverage during the leave, the Employee will be given the same health care benefits that would have been provided if the Employee were working, with the same premium contribution that applies to an active Employee. If the Employee's premium for continued membership in the Plan is more than 30 days late, the Employer will send written notice to the Employee. It will tell the Employee that his or her membership will be terminated and what the date of the termination will be if payment is not received by that date. This notice will be mailed at least 15 days before the termination date.

Once the employee returns to work after his/her leave period ends, the Employee's coverage may be restored to the same level the Employee had prior to his/her leave period if the Employee continues to be eligible for coverage.

Please contact your Human Resources Department for more Family and Medical Leave Act information.

## **For More Information**

This notice does not fully describe the continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under this Plan is available from your campus Benefits/Human Resources office or from the COBRA Administrator.

# General Provisions

## Clerical Error

A clerical error will never disturb or affect your coverage, as long as your coverage is valid under the rules of the Plan. This rule applies to any clerical error, regardless of whether it was the fault of the Plan or the Claims Administrator.

## When Your Consumer Choice HSA Healthcare Plan Coverage Ends

Your coverage under this Plan will end on the last day of the month in which:

- You are no longer eligible to participate in the Plan;
- You elect to withdraw from the Plan during an open enrollment period (in the event of a Plan enrollment change during open enrollment, coverage will be effective January 1);
- Your employment is terminated;
- You fail to make any required employee contribution; or
- The Plan is terminated.

## Medicare

Any benefits covered under both this Plan and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Benefit Booklet terms, and federal law.

Except when federal law requires the Plan to be the primary payer, the benefits under this Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which Members are entitled under Medicare, including Part B. Where Medicare is the responsible payer, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to the Plan, to the extent that payment was made for such services. For the purposes of the calculation of benefits, if you have not enrolled in Medicare Part B the Claims Administrator will calculate benefits as if you had enrolled. **You should enroll in Medicare Part B as soon as possible to avoid potential liability.**

## Modifications

The Plan Sponsor may change the benefits described in this Benefit Booklet and the Member will be informed of such changes as required by law. This Benefit Booklet shall be subject to amendment, modification, and termination in accordance with any of its provisions by the Employer, or by mutual agreement between the Claims Administrator and the Employer without the consent or concurrence of any Member. By electing benefits under this Plan or accepting the Plan benefits, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions, and provisions hereof.

## Not Liable for Provider Acts or Omissions

The Claims Administrator is not responsible for the actual care you receive from any person. This Benefit Booklet does not give anyone any claim, right, or cause of action against the Claims Administrator based on the actions of a Provider of health care, services, or supplies.

## **Policies and Procedures**

The Claims Administrator, on behalf of the Employer, may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of the Plan with which a Member shall comply.

The Claims Administrator may offer pilot utilization management, care management, disease management or wellness initiatives only in certain designated geographic areas. These pilot initiatives are part of the Claims Administrator's ongoing effort to find innovative ways to make available high quality and more affordable healthcare. A pilot initiative may affect some, but not all Members under the Plan. The Claims Administrator reserves the right to discontinue a pilot initiative at anytime.

## **Relationship of Parties (Employer-Member Claims Administrator)**

Neither the Employer nor any Member is the agent or representative of the Claims Administrator.

## **Employer's Sole Discretion**

The Employer may, in its sole discretion, cover services and supplies not specifically covered by the Plan. This applies if the Employer, with advice from the Claims Administrator, determines such services and supplies are in lieu of more expensive services and supplies which would otherwise be required for the care and treatment of a Member.

## **Right of Recovery**

- If you or your Covered Dependents have a claim for damages or a right to reimbursement from a third party or parties for any condition, illness or Injury for which benefits are paid under this program, the Claims Administrator shall have a right of recovery. Our right of recovery shall be limited to the amount of any benefits paid for covered medical expenses under this program, but shall not include non-medical items. Money received for future medical care or pain and suffering may not be recovered. Our right of recovery shall include compromise settlements. You or your attorney must inform us of any legal action or settlement discussion, ten days prior to settlement or trial. The Claims Administrator will then notify you of the amount the Claims Administrator seeks, and the amount of your legal expenses the Claims Administrator will pay.
- Whenever payment has been made in error, the Claims Administrator will have the right to recover such payment from you or, if applicable, the Provider. In the event the Claims Administrator recovers a payment made in error from the Provider, except in cases of fraud, the Claims Administrator will only recover such payment from the Provider during the 24 months after the date the Claims Administrator made the payment on a claim submitted by the Provider. The Claims Administrator reserves the right to deduct or offset any amounts paid in error from any pending or future claim.
- The Claims Administrator has oversight responsibility for compliance with Provider and vendor and subcontractor contracts. The Claims Administrator may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider, vendor, or subcontractor resulting from these audits if the return of the overpayment is not feasible.
- The Claims Administrator has established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses and settle or compromise recovery amounts. The Claims Administrator will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. The Claims Administrator may not provide you with notice of

overpayments made by us or you if the recovery method makes providing such notice administratively burdensome.

## **Worker's Compensation**

The benefits under this Plan are not designed to duplicate benefits that you are eligible for under Workers Compensation Law. All money paid or owed by Workers' Compensation for services provided to you shall be paid back by, or on your behalf to the Plan if it has made payment for the services received. It is understood that coverage under this Plan does not replace or affect any Workers' Compensation coverage requirements.

# Definitions

If a word or phrase in this Benefit Booklet has a special meaning, such as Medical Necessity or Covered Services, it will start with a capital letter and be defined below. If you have questions on any of these definitions, please call Customer Service at the number on the back of your Identification Card.

## Accidental Injury

An unexpected Injury for which you need Covered Services while enrolled in this Plan. It does not include injuries that you get benefits for under any Workers' Compensation, Employer's liability or similar law.

## Administrative Services Agreement

The agreement between the Claims Administrator and the Employer regarding the administration of certain elements of this Plan.

## Ambulatory Surgical Facility

A Facility, with a staff of Doctors, that:

1. Is licensed where required;
2. Has permanent facilities and equipment to perform surgical procedures on an Outpatient basis;
3. Gives treatment by or under the supervision of Doctors and nursing services when the patient is in the Facility;
4. Does not have Inpatient accommodations; and
5. Is not, other than incidentally, used as an office or clinic for the private practice of a Doctor or other professional Provider.

## Appeals (Grievance)

Please see the "Your Right to Appeal" section.

## Applied Behavior Analysis (ABA)

The design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

## Authorized Service(s)

A Covered Service you get from an Out-of-Network Provider that the Claims Administrator has agreed to cover at the In-Network level. You will have to pay any In-Network Deductible and/or Coinsurance that apply and may also have to pay the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please see "Claims Payment" for more details.

## Balance Billing

The dollar amount charged by a provider that is in excess of the Plan's allowed amount for medical care or treatment. Amounts that are balance-billed by a Provider are the member's responsibility. Member costs incurred for balance billing will not apply toward the Deductible or toward the annual Out-of-Pocket Maximum.

## **Benefit Booklet**

This document. The Benefit Booklet provides you with a summary of your benefits while you are enrolled under the Plan.

## **Benefit Period**

Each Benefit Period begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup>. If your coverage ends before the end of the calendar year, then your Benefit Period also ends.

## **Benefit Period Maximum**

The maximum amount that the Plan will pay for specific Covered Services during a Benefit Period.

## **Centers of Excellence (COE) Network**

A network of health care facilities, which have been selected to give specific services to Members based on their experience, outcomes, efficiency, and effectiveness. An In-Network Provider under this Plan is not necessarily a COE. To be a COE, the Provider must have a Center of Excellence Agreement with the Claims Administrator.

## **Claims Administrator**

The company the Plan Sponsor chose to administer its health benefits. Blue Cross and Blue Shield of Georgia, Inc. was chosen to administer this Plan. The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

## **Coinsurance**

The percentage of a claim shown on the Benefits at a Glance section of this Benefit Booklet (80% for most In-Network Providers, for example) that is the Member's responsibility after the Deductible is satisfied and before the Out-of-Pocket Maximum has been reached.

## **Covered Services**

Health care services, supplies, or treatment described in this Benefit Booklet that are given to you by a Provider. To be a Covered Service the service, supply or treatment must be:

- Medically necessary or specifically included as a benefit under this Benefit Booklet.
- Within the scope of the Provider's license.
- Given while you are covered under the Plan.
- Not Experimental or Investigative, excluded, or limited by this Benefit Booklet or by any amendment or rider to this Benefit Booklet.
- Approved by the Claims Administrator before you get the service if Pre-certification or Prior Authorization is needed.

A charge for a Covered Service will only apply on the date the service, supply, or treatment was given to you.

The date for applying Deductible and other cost shares for an Inpatient stay is the date you enter the Facility except as described in the "Termination and Continuation of Coverage" section.

Covered Services do not include services or supplies not described in the Provider records.

## **Covered Transplant Procedure**

Please see the “What’s Covered” section for details.

## **Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical workers;

is not given to you or supervised by such workers or does not meet the rules for post-Hospital Skilled Nursing Facility care; or (c) is given when you have already reached the greatest level of physical or mental health and are not likely to improve further.

Custodial Care includes any type of care meant to help you with activities of daily living that does not require the skill of trained medical or paramedical workers. Examples of Custodial Care include:

1. Help in walking, getting in and out of bed, bathing, dressing, eating, or using the toilet,
2. Changing dressings of non-infected wounds, after surgery or chronic conditions,
3. Preparing meals and/or special diets,
4. Feeding by utensil, tube, or gastrostomy,
5. Common skin and nail care,
6. Supervising medicine that you can take yourself,
7. Catheter care, general colostomy or ileostomy care,
8. Routine services which the Plan decides can be safely done by you or a non-medical person without the help of trained medical and paramedical workers,
9. Residential care and adult day care,
10. Protective and supportive care, including education,
11. Rest and convalescent care.

Care can be Custodial even if it is recommended by a professional or performed in a Facility, such as in a Hospital or Skilled Nursing Facility, or at home.

## **Deductible**

A deductible is the amount that you pay for Covered Services before this Plan begins to pay. If your deductible is \$1,500, for example, for services that are subject to the deductible, you will pay 100 percent of your Covered Expenses until the amount you pay reaches \$1,500. After that, you share the cost with the Plan by paying Coinsurance until you have reached your Out-of-Pocket Maximum for the year.

## **Dependent**

A Member of the Subscriber’s family who meets the rules listed in the “Eligibility and Enrollment – Adding Members” section of this Benefit Booklet and who has enrolled in the Plan. Eligible Dependents are also referred to as Members.

## **Doctor**

See the definition of “Physician.”

## **Effective Date**

The date your coverage begins under this Plan.

## **Emergency (Emergency Medical Condition)**

Please see the “What’s Covered” section.

## **Emergency Care**

Please see the “What’s Covered” section.

## **Employee**

A person who is engaged in active employment with the Employer and is eligible for Plan coverage under the employment regulations of the Employer. The Employee is also called the Subscriber.

## **Employer**

An Employer whose Employees are eligible to participate in the Plan.

## **Excluded Services (Exclusion)**

Health care services your Plan doesn’t cover.

## **Experimental or Investigational**

Services which are considered Experimental or Investigational include services which (1) have not been approved by the Federal Food and Drug Administration or (2) for which medical and scientific evidence does not demonstrate that the expected benefits of the proposed treatment would be greater than the benefits of any available standard treatment and that adverse risks of the proposed treatment will not be substantially increased over those standard treatments. Such determination must result from prudent professional practices and be supported by at least two documents of medical and scientific evidence. Medical and scientific evidence means:

- Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff;
- Peer-reviewed literature, biomedical compendia, and other medical literature that meet the criteria of the National Institutes of Health’s National Library of Medicine for indexing in Index Medicus, Excerpta Medica (EMBASE), Medline, and MEDLARS data base or Health Services Technology Assessment Research (HSTAR);
- Medical journals recognized by the United States Secretary of Health and Human Services, under Section 18961 (t)(2) of the Social Security Act;
- The following standard reference compendia: The American Hospital Formulary Service-Drug Information, the American Medical Association Drug Evaluation, the American Dental Association Accepted Dental Therapeutics, and the United States Pharmacopoeia-Drug Information;
- Findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Health Care Financing Administration, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; or
- It meets the following five technology assessment criteria:
  - The technology must have final approval from the appropriate government regulatory bodies.
  - The scientific evidence must permit conclusions concerning the effect of the technology of health outcomes.
  - The technology must improve the net health outcome.

- The technology must be as beneficial as any established alternative.
- The technology must be beneficial in practice.

## **Facility**

A facility including, but not limited to, a Hospital, freestanding Ambulatory Surgical Facility, Chemical Dependency Treatment Facility, Skilled Nursing Facility, Home Health Care Agency or mental health facility, as defined in this Benefit Booklet. The Facility must be licensed, registered or approved by the Joint Commission on Accreditation of Hospitals or meet specific rules set by the Claims Administrator.

## **Facility Services**

Services rendered at an inpatient acute, outpatient, residential treatment facility, partial hospital program or Intensive Outpatient Program.

## **Health Plan or Plan**

The health benefits Plan established by the Employer summarized in this Benefit Booklet, as it may be amended from time to time.

## **Home Health Care Agency**

A Facility, licensed in the state in which it is located, that:

1. Gives skilled nursing and other services on a visiting basis in your home; and
2. Supervises the delivery of such services under a plan prescribed and approved in writing by the attending Doctor.

## **Hospice**

A Provider that gives care to terminally ill patients and their families, either directly or on a consulting basis with the patient's Doctor. It must be licensed by the appropriate agency.

## **Hospital**

A Provider licensed and operated as required by law which has:

1. Room, board and nursing care;
2. A staff with one or more Doctors on hand at all times;
3. 24 hour nursing service;
4. All the facilities on site are needed to diagnose, care, and treat an illness or injury; and
5. Is fully accredited by the Joint Commission on Accreditation of Health Care Organizations.

The term Hospital does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial Care
6. Educational care
7. Subacute care
8. Treatment of alcohol abuse

## 9. Treatment of drug abuse

### **Identification Card**

The latest card given to you showing your identification and group numbers, the type of coverage you have and the date coverage became effective.

### **In-Network Provider**

A Provider that has a contract, either directly or indirectly, with the Claims Administrator, or another organization, to give Covered Services to Members through negotiated payment arrangements.

### **Inpatient**

A Member who is treated as a registered bed patient in a Hospital and for whom a room and board charge is made.

### **Intensive Outpatient Program**

Structured, multidisciplinary behavioral health treatment that provides a combination of individual, group and family therapy in a program that operates no less than 3 hours per day, 3 days per week.

### **Maximum Allowed Amount**

The maximum payment that the Claims Administrator will allow for Covered Services. For more information, see the "Claims Payment" section.

### **Medical Necessity (Medically Necessary)**

The Claims Administrator reserves the right to determine whether a service or supply is Medically Necessary. The fact that a Doctor has prescribed, ordered, recommended or approved a service or supply does not, in itself, make it Medically Necessary. The Claims Administrator considers a service Medically Necessary if it is:

- appropriate and consistent with the diagnosis and the omission of which could adversely affect or fail to improve the patient's condition;
- compatible with the standards of acceptable medical practice in the United States;
- not provided solely for your convenience or the convenience of the Doctor, health care provider or Hospital;
- not primarily Custodial Care;
- provided in a safe and appropriate setting given the nature of the diagnosis and the severity of the symptoms. For example, a Hospital stay is necessary when treatment cannot be safely provided on an outpatient basis; and
- cost-effective compared to alternative interventions, including no intervention. Cost effective does not always mean lowest cost. It does mean that as to the diagnosis or treatment of the Member's illness, injury or disease, the service is: (1) not more costly than an alternative service or sequence of services that is medically appropriate, or (2) the service is performed in the least costly setting that is medically appropriate.

### **Member**

The Subscriber and his or her Dependents who have met the eligibility rules, applied for coverage, and enrolled in the Plan. Members are called "you" and "your" in this Benefit Booklet.

## **Mental Health and Substance Abuse**

A condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance abuse condition.

## **Non-Preferred Provider**

A Provider who is not In-Network for this Plan but is contracted for the Claims Administrator's insured products. See "Claims Payment" and "Maximum Allowed Amount" for more details on how claims from Non-Preferred Providers are paid.

## **Open Enrollment**

A period of time in which eligible people or their dependents can enroll without penalty after the initial enrollment. See the "Eligibility and Enrollment – Adding Members" section for more details.

## **Out-of-Network Provider**

A Provider that does not have an agreement or contract with the Claims, or the Claims Administrator's subcontractor(s), to give services to Members under this Plan.

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

The most you pay during a Benefit Period for Covered Services before your Plan begins paying benefits. The Out-of-Pocket Maximum includes your Deductible but does not include your premium, amounts over the Maximum Allowed Amount, or charges for health care that your Plan doesn't cover. Please see the "Benefit at a Glance" for details.

## **Partial Hospitalization Program**

Structured, multidisciplinary behavioral health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than 6 hours per day, 5 days per week.

## **Physician (Doctor)**

Includes the following when licensed by law:

- Doctor of Medicine (M.D.) legally entitled to practice medicine and perform surgery,
- Doctor of Osteopathy (D.O.) legally licensed to perform the duties of a D.O.,
- Doctor of Chiropractic (D.C.), legally licensed to perform the duties of a chiropractor;
- Doctor of Podiatric Medicine (D.P.M.) legally entitled to practice podiatry, and
- Doctor of Dental Medicine (D.D.M.), Doctor of Dental Surgery (D.D.S.), legally entitled to provide dental services.

Optometrists, Clinical Psychologists (PhD), and surgical chiropodists are also Providers when legally licensed and giving Covered Services within the scope of their licenses.

## **Plan**

The arrangement chosen by the Plan Sponsor to fund and provide for delivery of the Employer's health benefits.

## **Plan Sponsor**

The University System of Georgia, the legal entity that has adopted the Plan and has authority regarding its operation, amendment and termination. ***The Plan Sponsor is not the Claims Administrator.***

## **Pre-certification**

Please see the section “Getting Approval for Benefits” for details.

## **Predetermination**

Please see the section “Getting Approval for Benefits” for details.

## **Primary Care Physician (“PCP”)**

A Physician who gives or directs health care services for you. The Physician may work in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other practice allowed by the Plan.

## **Primary Care Provider**

A Physician, nurse practitioner, clinical nurse specialist, physician assistant, or any other Provider licensed by law and allowed under the Plan, who gives, directs, or helps you get a range of health care services.

## **Prior Authorization**

Please see the “Getting Approval for Benefits” and “Prescription Drugs Administered by a Medical Provider” sections for details.

## **Professional Services**

Professional Services refers to the category of services rendered by a professional outside of an Inpatient or Outpatient Facility. Included are services provided by physicians and non-physicians, psychologists, nurse practitioners, optometrists, home health, therapists and others.

## **Provider**

A professional or Facility licensed by law that gives health care services within the scope of that license and is approved by the Claims Administrator. Covered Providers are described throughout this Benefit Booklet. If you have a question about a Provider not described in this Benefit Booklet please call the number on the back of your Identification Card.

## **Referral**

Please see the “How Your Plan Works” section for details.

## **Retail Health Clinic**

A Facility that gives limited basic health care services to Members on a “walk-in” basis. These clinics are often found in major pharmacies or retail stores. Medical services are typically given by Physician Assistants and nurse practitioners.

## **Service Area**

The geographical area where you can get Covered Services from an In-Network Provider, as approved by regulatory agencies.

## **Skilled Nursing Facility**

A Facility operated alone or with a Hospital that cares for you after a Hospital stay when you have a condition that needs more care than can get at home. It must be licensed by the appropriate agency and accredited by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or otherwise approved by the Claims Administrator. A Skilled Nursing Facility gives the following:

1. Inpatient care and treatment for people who are recovering from an illness or injury;
2. Care supervised by a Doctor;
3. 24 hour per day nursing care supervised by a full-time registered nurse.

A Skilled Nursing Facility is not a place mainly for care of the aged, Custodial Care or domiciliary care, treatment of alcohol or drug dependency; or a place for rest, educational, or similar services.

## **Special Enrollment**

A period of time in which eligible people or their dependents can enroll after the initial enrollment, typically due to an event such as marriage, birth, adoption, etc. See the "Eligibility and Enrollment – Adding Members" section for more details.

## **Specialist (Specialty Care Physician / Provider or SCP)**

A Specialist is a Doctor who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-Physician Specialist is a Provider who has added training in a specific area of health care.

## **Subscriber**

A person who is or was engaged in active employment with the Employer (the Employee) and is eligible for Plan coverage under the employment regulations of the Employer, including a retiree who is eligible for retiree coverage under this Plan.

## **Telemedicine Medical Service**

A health care medical service initiated by a Doctor or provided by a health care professional, the diagnosis, treatment or consultation by a Doctor, or the transfer of medical data that requires the use of advanced communications technology other than phone or fax, including:

- Compressed digital interactive video, audio, or data transmission.
- Clinical data transmission using computer imaging by way of still-image capture; and,
- Other technology that facilitates access to healthcare services or medical specialty expertise.

Neither a telephone conversation nor an electronic mail message between a healthcare practitioner and a patient is telemedicine.

## **Urgent Care Center**

A licensed health care Facility that is separate from a Hospital and whose main purpose is giving immediate, short- term medical care, without an appointment, for urgent care.

# **Federal Patient Protection and Affordable Care Act Notices**

## **Choice of Primary Care Physician**

The Plan generally allows (but does not require) the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in the Claims Administrator's network and who is available to accept you or your family members. For information on how to select a PCP, and for a list of PCPs, contact the telephone number on the back of your Identification Card or refer to the Claims Administrator's website, [www.Anthem.com/usg](http://www.Anthem.com/usg). For children, you may designate a pediatrician as the PCP.

## **Access to Obstetrical and Gynecological (ObGyn) Care**

You do not need prior authorization from the Plan or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in the Claims Administrator's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the telephone number on the back of your Identification Card or refer to the Claims Administrator's website, [www.Anthem.com/usg](http://www.Anthem.com/usg).

## **Additional Federal Notices**

### **Statement of Rights under the Newborns' and Mother's Health Protection Act**

Group health plans and health insurance issuers generally may not, under Federal law, 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 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96hours).

### **Mental Health Parity and Addiction Equity Act**

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with dollar limits or day/visit limits on medical/surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day or visit limits for medical and surgical benefits. A plan that does not impose day or visit limits on medical and surgical benefits may not impose such day or visit limits on mental health and substance abuse benefits offered under the Plan. Also, the Plan may not impose Deductibles, Coinsurance, and out of pocket expenses on mental health and substance abuse benefits that are more restrictive than Deductibles, Coinsurance, and out of pocket expenses applicable to other medical and surgical benefits. Medical Necessity criteria are available upon request.

Group health plans sponsored by state and local governmental employers generally must comply with Federal law requirements in title XXVII of the Public Health Service Act. However, these employers are permitted to elect to exempt a plan from some of these requirements for any part of the plan that is self-funded by the employer, rather than provided through a health insurance policy. The University System of Georgia has elected to exempt each of the University System of Georgia Healthcare Plans from the Mental Health Parity and Addiction Equity Act of 2008. This means that the Plans may impose restrictions on mental health and substance use disorders that do not apply to medical and surgical benefits covered by the Plans. This exemption will be in effect for 2019 but may be renewed for subsequent years

### **Coverage for a Child Due to a Qualified Medical Support Order ("QMCSO")**

If you or your spouse are required, due to a QMCSO, to provide coverage for your child(ren), you may ask your Employer or Plan Administrator provide you, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

### **Statement of Rights under the Women's Cancer Rights Act of 1998**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;

- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Deductibles and Coinsurance applicable to other medical and surgical benefits provided under this Plan. (See the “Benefit At A Glance” for details.) If you would like more information on WHCRA benefits, call the number on the back of your Identification Card.

## **Special Enrollment Notice**

If you are declining enrollment for yourself or your Dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your Dependents in this Plan, provided that you request enrollment within 30 days after your other coverage ends.

In addition, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself, your spouse and your Dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber’s or Dependent’s Medicaid or Children’s Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- The Subscriber or Dependent becomes eligible for a subsidy (state premium assistance program).

The Subscriber or Dependent must request Special Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, call the Customer Service telephone number on your Identification Card, or contact your Employer.

# Pharmacy Benefit Management (PBM) Program

CVS/caremark is the Claims Administrator for the prescription drug benefit program for the self-insured healthcare plans of the University System of Georgia. The prescription drug benefit program was designed to offer clinical effectiveness, choice and flexibility.

Prescription Drugs (Generic, Preferred Brand, Non preferred Brand) <b>30-day supply (In-Network pharmacy)</b>	You pay 20% after Deductible is met; Plan pays 80%	You pay 20% after Deductible is met; Plan pays 80%
Prescription Drugs (Generic, Preferred Brand, Non preferred Brand) <b>90-day supply (Mail Order)</b>	You pay 20% after Deductible is met; Plan pays 80%	You pay 20% after Deductible is met; Plan pays 80%
<p>Note: You are responsible for paying the total cost of your prescriptions until you have met your Deductible (individual or family).  <b>If a non-participating pharmacy is used, the Member must file a claim for reimbursement; the Member may be responsible for the difference between the Maximum Allowed Amount and the amount the pharmacy charges.</b></p>		

## Important Details About Prescription Drug Coverage

For specific prescribed drugs, the plan may impose certain requirements before it will cover claims for the drugs. Those requirements may include Prior Authorization, limits on the day supply amount of the prescribed medication, and/or limits on the number of approved units/tablets of medication per prescription.

## Definitions

**Prior Authorization** – Some medications require your Provider to obtain a Prior Authorization before this Plan will cover them. The Prior Authorization process ensures that you are receiving the appropriate medications for the treatment of specific conditions and in quantities approved by the U. S. Food and Drug Administration (FDA).

**Step Therapy** – Several medications require you to take the covered options available for that drug before you will receive an authorization to take the original medication prescribed. Some of the medications that fall into this category are Celebrex, Solodyn, and Ximino.

**Quantity Limits** – Some medications have limits based on U. S. Food and Drug Administration (FDA) approved prescribing information, approved medical guidelines and/or the average utilization quantity for these medications. The limits affect only the amount of medication that the prescription benefit plan pays for, not whether you can get a greater quantity. The final decision about the amount of medication you receive remains between you and your physician. If you fill a prescription for more than the quantity limit, you are responsible for paying the additional quantity of medication beyond the set limit.

Information on medications that require Prior Authorization, step therapy and quantity limits can be found on the USG website, <http://www.usg.edu/hr/benefits/pharmacy> or you may contact CVS/caremark at the phone number on your ID card.

**Site of Care Alignment** – Currently specialty infusion medications for USG members are covered and payable under your healthcare plan(s) with Blue Cross and Blue Shield of Georgia and

prescription drug coverage with CVS Caremark. For 2010, CVS Caremark is partnering with Anthem Blue Cross and Blue Shield of Georgia to assist USG members with identifying the most appropriate site of care for infusion therapies. Select specialty infusion medications will be covered and payable under only your prescription drug benefit. USG members receiving infusion therapies will receive more information from CVS Caremark on options available to you.

## **BRAND/GENERIC PRESCRIPTION DRUG GUIDELINES**

Remember, you can save money when you choose generic medications. If you or your doctor requests a brand-name prescription when a generic equivalent is available, you will pay the brand copay plus the difference in cost between the brand-name and the generic medicine. If you are able to take only brand-name medications, call CVS Caremark at **1-800-294-5979**.

### **An important message for those who use specialty medications**

Specialty medications are drugs that are used to treat complex conditions, such as cancer, growth hormone, deficiency, hemophilia, hepatitis C, immune deficiency, multiple sclerosis, and rheumatoid arthritis. Whether they are administered by a healthcare professional, self-injected, or taken orally, specialty medications require an enhanced level of service.

**Conditions and therapies for which specialty medications are typically used include but are not limited to:** Allergic Asthma, Cancer, Crohn's Disease, Cystic Fibrosis, Growth Hormone Disorders, Hemophilia and Bleeding Disorders, Hepatitis C, Hereditary Angioedema, Human Immunodeficiency Virus (HIV), Immune Disorders, Infertility, Lysosomal Storage Disorders, Multiple Sclerosis, Osteoporosis, Psoriasis, Pulmonary Arterial Hypertension, Respiratory Syncytial Virus (RSV), Rheumatoid Arthritis, Transplant.

For access to certain specialty medications, you may need to use CVS/caremark Specialty Pharmacy. Under your plan, some specialty medications may not be covered at your current pharmacy, or they may only be covered when ordered through CVS/caremark Specialty Pharmacy.

The CVS/caremark Specialty Pharmacy provides not only specialty medicines, but also personalized pharmacy care management services:

- Access to a team of clinical experts that are specially trained in your condition. On-call pharmacist 24 hours a day, seven days a week. Coordination of care with you and your doctor
- Convenient delivery to the address of your choice, including your doctor's office. Medicine- and condition-specific education and counseling
- Insurance and financial coordination assistance
- Online support through [www.CVScaremarkSpecialtyRx.com](http://www.CVScaremarkSpecialtyRx.com), including condition-specific information and the specialty pharmacy drug list

To find out whether any of your specialty medications need to be ordered through CVS/caremark, please call Member Services at the toll-free number on your ID card.

### **What's Not Covered under Your Prescription Drug Benefit**

Certain items are not covered under the Prescription Drug Retail or Home Delivery (Mail Order) Pharmacy benefit:

1. **Administration Charges** - Charges for the administration of any drug except for covered immunizations as approved.
2. **Clinically-Equivalent Alternatives** - Certain Prescription Drugs may not be covered if you could use a clinically equivalent Prescription Drug, unless required by law. "Clinically equivalent" means Prescription Drugs that, for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Prescription Drug is covered and which Prescription Drugs fall into this group, please call the number on the back of your Identification Card, or visit the Claims Administrator's website at [www.caremark.com](http://www.caremark.com). If you or your Doctor believes you need to use a different Prescription Drug, please have your Doctor or pharmacist get in touch with the Claims Administrator. The other Prescription Drug will be covered only if it is Medically Necessary and appropriate over the clinically equivalent Prescription Drug. Benefits for the Prescription Drug will be reviewed from time to time to make sure the Prescription Drug is still Medically Necessary. Newly-marketed drugs are not automatically covered.
3. **Compound Drugs** - Compound drugs unless there is at least one ingredient that you need a prescription for, and the Prescription Drug is not essentially a copy of a commercially available drug product.
4. **Contrary to Approved Medical and Professional Standards** - Drugs given to you or prescribed in a way that is against approved medical and professional standards of practice.
5. **Delivery Charges** - Charges for delivery of Prescription Drugs.
6. **Drugs Given at the Provider's Office / Facility** Drugs you take at the time and place where you are given them or where the Prescription Order is issued. This includes samples given by a Doctor. This Exclusion does not apply to Prescription Drugs used with a diagnostic service, Prescription Drugs given during chemotherapy in the office as described in the "Prescription Drugs Administered by a Medical Provider" section, or Prescription Drugs covered under the "Medical and Surgical Supplies" benefit – they are Covered Services.
7. **Drugs That Do Not Need a Prescription** - Drugs that do not need a prescription by federal law (including drugs that need a prescription by state law, but not by federal law), except for injectable insulin.
8. **Drugs Over Quantity or Age Limits Prescription** - Drugs in quantities which are over the limits set by the Plan, or which are over age limits set by the Claims Administrator.
9. **Drugs Over the Quantity Prescribed or Refills After One Year** - Prescription Drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original
10. **Items Covered as Durable Medical Equipment (DME)** - Therapeutic DME, devices and supplies except peak flow meters, spacers, blood glucose monitors, and contraceptive devices. Items not covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" benefit may be covered under the "Durable Medical Equipment and Medical Devices, Orthotic, Prosthetics, and Medical and Surgical Supplies" benefit. Please see that section for details.
11. **Items Covered as Medical Supplies** - Contraceptive devices, oral immunizations and biologicals, even if they are federal legend Prescription Drugs, are covered as medical supplies based on where you get the service or the item. Over the counter drugs, devices or products, are not Covered Services.
12. **Items Covered Under the "Allergy Services" Benefit** - Allergy desensitization products or allergy serum. While not covered under the "Prescription Drug Benefit at a Home Delivery (Mail Order) Pharmacy" benefit, these items may be covered under the "Allergy Services" benefit. Please see that section for details.
13. **Lost or Stolen Drugs** - Refills of lost or stolen drugs.
14. **Non-approved Drugs** - Experimental drugs are not covered.
15. **Non-formulary Drugs** - Select Non-formulary drugs are not covered.

16. **Onychomycosis Drugs** - Select drugs for Onychomycosis (toenail fungus) except when allowed to treat Members who are immunocompromised or diabetic.
17. **Weight Loss Drugs** - Any drug mainly used for weight loss.

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

## NOTICE OF PRIVACY PRACTICES

The broad mission and extensive scope of operations of the Board of Regents of the University System of Georgia, including the constituent colleges and universities of the University System of Georgia (collectively, the "Board"), necessitates that the Board collect, maintain, and, where necessary, disseminate health information regarding the Board's students, employees, volunteers, and others. For example, the Board collects medical information through its various medical and dental hospitals, clinics, and infirmaries, through the administration of its various medical and life insurance programs, and through its various environmental health and safety programs. The Board protects the confidentiality of individually identifiable health information that is in its possession. Such health information, which is protected from unauthorized disclosure by Board policies and by state and federal law, is referred to as "protected health information," or "PHI."

PHI is defined as any individually identifiable health information regarding an employee's, a student's, or a patient's medical/dental history; mental or physical condition; or medical treatment. Examples of PHI include patient name, address, telephone and/or fax number, electronic mail address, social security number or other patient identification number, date of birth, date of treatment, medical treatment records, medical enrollment records, or medical claims records.

The Board will follow the practices that are described in its Notice of Privacy Practices ("Notice"). The Board reserves the right to change the terms of its Notice and of its privacy policies, and to make the new terms applicable to all PHI that it maintains. Before the Board makes an important change to its privacy policies, it will promptly revise this Notice and post a new Notice in conspicuous locations.

## Permitted Uses and Disclosures of PHI

The following categories describe the different ways in which the Board may use or disclose your PHI. We include some examples that should help you better understand each category.

The Board may receive, use, or disclose your PHI to administer your health and dental benefits plan. Please be informed that the Board, under certain conditions and circumstances, may use or disclose your PHI *without obtaining your prior written authorization*. An example of this would be when the Board is required to do so by law.

**For Treatment.** The Board may use and disclose PHI as it relates to the provision, coordination, or management of medical treatment that you receive. The disclosure of PHI may be shared among the respective healthcare providers who are involved with your treatment and medical care. For example, if your primary care physician needs to use/disclose your PHI to a specialist, with whom he/she consults regarding your condition, this would be permitted.

**For Payment.** The Board may use and disclose PHI to bill and collect payment of healthcare services and items that you receive. The Board may transmit PHI to verify that you are eligible for health and /or dental benefits. The Board may be required to disclose PHI to its business associates, such as its claim processing vendor, to assist in the processing of your health and dental claims. The Board may disclose PHI to other healthcare providers and health plans for the payment of services that are rendered to you or to your covered family members by such providers or health plans.

**For Healthcare Operations.** The Board may use and disclose PHI as part of its business operations. As an example, the Board may require a healthcare vendor partner (referred to as a "business associate")

to survey and assess constituent satisfaction with healthcare plan design/coverage. Constituent survey results assist the Board in evaluating quality of care issues and in identifying areas for needed healthcare plan improvements. Business associates are required to agree to protect the confidentiality of your individually identifiable health information.

The Board may disclose PHI to ensure compliance with applicable laws. The Board may disclose PHI to healthcare/dental providers and health/dental plans to assist them with their required credentialing and peer review activities. The Board may disclose PHI to assist in the detection of healthcare fraud and abuse. Please be reminded that the lists of examples that are provided are not intended to be either exhaustive, or exclusive.

**As Required by Law and Law Enforcement.** The Board must disclose PHI when required to do so by applicable law. The Board must disclose PHI when ordered to do so in a judicial or administrative proceeding. The Board must disclose PHI to assist law enforcement personnel with the identification/location of a suspect, fugitive, material witness, or missing person. The Board must disclose PHI to comply with a law enforcement search warrant, a coroner's request for information during his/her investigation, or for other law enforcement purposes.

**For Public Health Activities and Public Health Risks.** The Board may disclose PHI to government agencies that are responsible for public health activities and to government agencies that are responsible for minimizing exposure to public health risks.

The Board may disclose PHI to government agencies that maintain vital records, such as births and deaths. Additional examples in which the Board may disclose PHI, as it relates to public health activities, include assisting in the prevention and control of disease; reporting incidents of child abuse or neglect; reporting incidents of abuse, neglect, or domestic violence; reporting reactions to medications or product defects; notifying an individual who may have been exposed to a communicable disease; or, notifying an individual who may be at risk of contracting or spreading a disease or condition.

**For Health Oversight Activities.** The Board may disclose PHI to a government agency that is authorized by law to conduct health oversight activities. Examples in which the Board may disclose PHI, as it relates to health oversight activities, include assisting with audits, investigations, inspections, licensure or disciplinary actions, and other proceedings, actions or activities that are necessary to monitor healthcare systems, government programs, and compliance with civil rights laws.

**Coroners, Medical Examiners, and Funeral Directors.** The Board may disclose PHI to coroners, medical examiners, and funeral directors for the purpose of identifying a decedent; for determining a cause of death; or, otherwise as necessary, to enable these parties to carry out their duties consistent with applicable law.

**Organ, Eye, and Tissue Donation.** The Board may release PHI to organ procurement organizations to facilitate organ, eye, and tissue donation and transplantation.

**Research.** Under certain circumstances, the Board may use and disclose PHI for medical research purposes.

**To Avoid a Serious Threat to Health or Safety.** The Board may use and disclose PHI to law enforcement personnel or other appropriate persons. The Board may use and disclose PHI to prevent or lessen a serious threat to the health or safety of a person or the public.

**Specialized Government Functions.** The Board may use and disclose PHI for military personnel and veterans, under certain conditions, and if required by the appropriate authorities. The Board may use and disclose PHI to authorized federal officials for intelligence, counterintelligence, and other national security activities.

The Board may use and disclose PHI for the provision of protective services for the President of the United States, other authorized persons, or foreign heads of state. The Board may use and disclose PHI to conduct special investigations.

**Workers' Compensation.** The Board may disclose PHI for worker's compensation and similar programs. These programs provide benefits for work-related injuries or illnesses.

**Appointment Reminders/Health Related Benefits and Services.** The Board and/or its business associates may use and disclose your PHI to various other business associates that may contact you to remind you of a healthcare or dental appointment. The Board may use and disclose your PHI to business associates that will inform you of treatment program options, or, of other health related benefits/services such as Condition Care Management Programs.

**Disclosures for HIPAA Compliance Investigations.** The Board must disclose your PHI to the Secretary of the United States Department of Health and Human Services (the "Secretary") when so requested. The Secretary may make such a request of the Board to investigate its compliance with privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

## **Uses and Disclosures of Your PHI to Which You Have an Opportunity to Object**

You have the opportunity to object to certain categories of uses and disclosures of PHI that the Board may make:

**Patient Directories.** Unless you object, the Board may use some of your PHI to maintain a directory of individuals in its hospitals or provider facilities. This information may include your name, your location in the facility, your general condition (e.g. fair, stable, etc.), and your religious affiliation. Religious affiliation may be disclosed to members of the clergy. Except for religious affiliation, the information that is maintained in a patient directory may be disclosed to other persons who request such information by referring to your name.

**Disclosures to Individuals Involved in Your Health Care or Payment for Your Health Care.** Unless you object, the Board may disclose your PHI to a family member, another relative, a friend, or another person whom you have identified as being involved with your healthcare, or, responsible for the payment of your healthcare. The Board may also notify these individuals concerning your location or condition.

**Fundraising Activities.** Unless you object, the Board may disclose your PHI to contact you for fundraising efforts to support the Board, its related foundations, and/or its cooperative organizations. Such disclosure would be limited to personal contact information, such as your name, address and telephone number. The money raised in connection with these fundraising activities would be used to expand and support the provision of healthcare and related services to the community.

If you object to the use of your PHI in any, or all, of the three instances identified above, please notify your campus or facility privacy officer, in writing.

## **Other Uses and Disclosures of Your PHI for Which Authorization Is Required**

Certain uses and disclosures of your PHI will be made only with your written authorization. Please be advised that there are some limitations with regard to your right to object to a decision to use or disclose your PHI.

**Regulatory Requirements.** The Board is required, by law, to maintain the privacy of your PHI, to provide

individuals with notice of the Board's legal duties and PHI privacy practices, and to abide by the terms described in this Notice.

The Board reserves the right to change the terms of its Notice and of its privacy policies, and to make the new terms applicable to all PHI that it maintains. Before the Board makes an important change to its privacy policies, it will promptly revise its Notice and post a new Notice in conspicuous locations. You have the following rights regarding your PHI:

You may request that the Board restrict the use and disclosure of your PHI. The Board is not required to agree to any restrictions that you request, but if the Board does so, it will be bound by the restrictions to which it agrees, except in emergency situations.

You have the right to request that communications of PHI to you from the Board be made by a particular means or at particular locations. For instance, you might request that communications be made at your work address, or by electronic mail, rather than by regular US postal mail. Your request must be made in writing. Your request must be sent to the privacy officer on your campus or facility. The Board will accommodate your reasonable requests without requiring you to provide a reason for your request.

Generally, you have the right to inspect and copy your PHI that the Board maintains, provided that you make your request in writing to the privacy officer on your campus or your facility. Within thirty (30) days of receiving your request (unless extended by an additional thirty (30) days), the Board will inform you of the extent to which your request has, or, has not been granted. In some cases, the Board may provide you with a summary of the PHI that you request, if you agree in advance to a summary of such information and to any associated fees. If you request copies of your PHI, or agree to a summary of your PHI, the Board may impose a reasonable fee to cover copying, postage, and related costs.

If the Board denies access to your PHI, it will explain the basis for the denial. The Board will explain your opportunity to have your request and the denial reviewed by a licensed healthcare professional (who was not involved in the initial denial decision). This healthcare professional will be designated as a reviewing official. If the Board does not maintain the PHI that you request, but it knows where your requested PHI is located; it will advise you how to redirect your request.

If you believe that your PHI maintained by the Board contains an error or needs to be updated, you have the right to request that the Board correct or supplement your PHI.

Your request must be made in writing to the privacy officer on your campus or in your facility. Your written request must explain why you desire an amendment to your PHI.

Within sixty (60) days of receiving your request (unless extended by an additional thirty (30) days), the Board will inform you of the extent to which your request has, or, has not been granted. The Board generally can deny your request, if your request for PHI: (i) is not created by the Board, (ii) is not part of the records the Board maintains, (iii) is not subject to being inspected by you, or (iv) is accurate and complete.

If your request is denied, the Board will provide you a written denial that explains the reason for the denial and your rights to: (i) file a statement disagreeing with the denial, (ii) if you do not file a statement of disagreement, to submit a request that any future disclosures of the relevant PHI be made with a copy of your request and the Board's denial attached, and (iii) complain about the denial.

You generally have the right to request and receive a list of the disclosures of your PHI that the Board has made at any time during the six (6) years prior to the date of your request (provided that such a list would not include disclosures made prior to April 14, 2003).

The list will not include disclosure for which you have provided a written authorization, and will not include certain uses and disclosures to which this Notice already applies, such as those: (i) for treatment, payment, and health care operations, (ii) made to you, (iii) for the Board's patient directory or to persons involved in your healthcare, (iv) for national security or intelligence purposes, or (v) to correctional institutions or law enforcement officials.

You should submit any such request to the privacy officer on your campus or in your facility. Within sixty (60) days of receiving your request (unless extended by an additional thirty (30) days), the Board will respond to you regarding the status of your request. The Board will provide the list to you at no charge. If you, however, make more than one request in a year, you will be charged a fee for each additional request. You have the right to receive a paper copy of this notice upon request, even if you have agreed to receive this notice electronically. This notice may be found at the Board website address, [www.usg.edu/legal/](http://www.usg.edu/legal/). To obtain a paper copy of this notice, please contact your campus or facility privacy officer.

You may complain to the Board if you believe your privacy rights, with respect to your PHI, have been violated by contacting the privacy officer on your campus or in your facility. You must submit a written complaint. The Board will in no manner penalize you or retaliate against you for filing a complaint regarding the Board's privacy practices. You also have the right to file a complaint with the Secretary of the Department of Health and Human Services. You may contact the Secretary by calling 1-866-627- 7748 (outside of metropolitan Atlanta) or (404) 562-7886 (in metropolitan Atlanta).

If you have any questions about this notice, please contact the Human Resources office on your campus or in your facility. For additional information, please contact the privacy officer on your campus or facility.

Effective Date: April 14, 2003

**PLEASE NOTE:**

On the following page you will find the CONSENT FOR AUTHORIZATION FOR USE/RELEASE OF HEALTH INFORMATION form. This form provides a spouse or another person/class of persons (organization) with the authority to act on behalf of another member. A signed authorization form provides access to PHI (protected health information) for an individual/organization other than the contract holder.

Should you need to access PHI for another individual, we ask that you photocopy this form and submit the completed form to your campus Human Resource/Benefits Office. Your campus Human Resource/Benefits Office will forward a copy to the vendor (Business Associate/Agent) associated with your request.

Should you have any questions regarding the use of this form, please contact your campus Human Resource/Benefits Office for assistance.

# CONSENT FOR AUTHORIZATION FOR USE/RELEASE OF HEALTH INFORMATION

This authorization form applies only to the release and disclosure of protected health information (PHI). This authorization is not for treatment or intended for any other purpose.

By signing this form, I authorize my college, my university, my facility, or the University System office and Business Associates/Agents to use, release, or disclose the protected health information described below to:

Name and address of person/organization to whom information may be sent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Transmit this information on or about (information will not be resent absent reauthorization):  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
\_\_\_\_\_.

This authorization expires upon fulfillment of this request unless special circumstances apply.

Purpose for disclosure: \_\_\_\_\_

I authorize the following information to be sent to the address above:

\_\_\_\_ Copies of all medical records for the period \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_ Copies of information described below for period \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_ History and Physical Examination    \_\_\_\_ Lab Reports    \_\_\_\_ Reports from Physicians

\_\_\_\_ Other (specify) \_\_\_\_\_

I understand that this information may include any history of acquired immunodeficiency (AIDS); sexually transmitted diseases (STD); human immunodeficiency virus (HIV) infection; behavioral health services/psychiatric care; treatment for alcohol and/or drug abuse; or similar conditions.

Please include on a separate piece of paper any other special instructions or limitations.

I understand that there may be information in these records that I would not wish to be released. I have been provided with a copy of my college, university, facility, or University System policies and procedures for HIPAA Compliance and any changes thereto which may be associated with this authorization. I have been provided an opportunity to discuss any concerns I may have about the use or misuse of my health information with my institutional or facility privacy officer or other appropriate personnel.

I understand that my institution or facility, the University System of Georgia, or the Board of Regents of the University System of Georgia assumes no responsibility for the use or misuse by others of my health information disclosed under this authorization. I release the Board of Regents of the University System of Georgia and its agents and employees from all legal liability that may arise from this authorization.

Name (please print): \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Group No.: \_\_\_\_\_

Member ID Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date this Authorization Executed: \_\_\_\_\_

If the signature above is not that of the person whose medical records are authorized to be released, I am acting for the person whose medical records are being authorized for release:

My relationship to such person is: \_\_\_\_\_ Signed: \_\_\_\_\_

The person whose medical records are hereby authorized for release or that person's representative may revoke this authorization by notifying in writing the privacy officer at the person's university, college or facility. Federal law states that treatment, payment, enrollment, or eligibility for benefits may not be conditioned on obtaining this authorization if such conditioning is otherwise prohibited by the Health Insurance Portability and Accountability Act of 1996. Federal law also requires a statement that there is a potential for the protected health information released under this authorization to be subject to redisclosure by the recipient.

**FORM CREATED 29 JAN 03**

## **FUTURE OF THE PLAN**

The Board of Regents of the University System of Georgia is the Plan Sponsor for the University System of Georgia Consumer Choice HSA Healthcare Plan. While the University System of Georgia expects the University System of Georgia Consumer Choice HSA Healthcare Plan to remain in effect, the University System of Georgia reserves the right to change the Plan or any benefit under the plan from time to time. The University System of Georgia also may discontinue the plan or any benefit under the plan at any time.

## **EMPLOYMENT RIGHTS NOT IMPLIED**

Your participation in the University System of Georgia Consumer Choice HSA Healthcare Plan is not a contract of employment - it does not guarantee you continued employment with the University System of Georgia. Nor does it limit the University System of Georgia's right to discharge you, without regard to the effect that your discharge would have on your rights under the Plan. If you quit or are discharged, you have no right to future benefits from the plan except as specifically provided in this booklet and the benefit plan document.

*Revised 1-15*

# **Anthem POS**

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