1901 Market Street
Philadelphia, PA 19103-1480

Independence

PAISBOA Health Benefit Trust
301 Iven Avenue Ste 315B
Wayne, PA 19087

July 30, 2026

Re: Your QCC Insurance Company Benefit Program

Dear Administrator:

Enclosed is a copy of the benefit booklet(s) that outlines the benefit program currently administered by Independence Blue Cross. The attached booklet(s) serves to document the benefit program agreement reached between us.

For our records, please indicate your acceptance of the benefit program outlined in the booklet(s) by signing, where indicated below, and returning this page to us within ten (10) days of your receipt of this letter. This signed acceptance page should be returned to:

Independence Blue Cross
Contract and Booklet Department, 33rd Floor
Attn: Charles Cauthorn
1901 Market Street
Philadelphia, PA 19103

If it is more convenient, you may alternately choose to fax this signed acceptance page to us at 215-241-4428.

We look forward to continuing our business relationship with you. If any questions or problems should arise regarding your benefit program, please call your Independence Blue Cross Marketing Executive.

Sincerely,

Koleen A. Cavanaugh

Printed Name: **Koleen Cavanaugh**
Title: SVP and Chief Marketing Executive

Enc.

Agreed to and Accepted:

Name: _____

Date: _____

Independence Blue Cross offers products directly, through its subsidiaries Keystone Health Plan East and QCC Insurance Company, and with Highmark Blue Shield — independent licensees of the Blue Cross and Blue Shield Association.

THE PERSONAL CHOICE HEALTH BENEFITS PROGRAM

A COMPREHENSIVE MAJOR MEDICAL GROUP BENEFIT BOOKLET

Administered by

QCC Insurance Company
(Called "the Claims Administrator")
A Pennsylvania Corporation
Located at
1901 Market Street
Philadelphia, PA 19103

Your health benefits are entirely funded by your employer. QCC Insurance Company provides administrative and claims payment services only.

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Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

English: ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-275-2583 (TTY: 711) or speak to your provider.

العربية: انتباه: إذا كنت تتحدث العربية، فيمكنك الحصول على مساعدة لغوية مجانية. كما تتوفر الوسائل والخدمات المساعدة والمناسبة مجانًا لضمان وصول المعلومات إليك بصيغ ميسّرة ومناسبة. يُرجى الاتصال على الرقم 1-800-275-2583 (TTY: 711) أو يمكنك التحدث مع مقدم الرعاية الخاص بك.

বাংলা: দৃষ্টি আকর্ষণ: যদি আপনি বাংলাভাষী হন, তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবা উপলব্ধ। অ্যাক্সেসিবল ফরম্যাটে তথ্য প্রদান করার জন্য উপযুক্ত সহায়ক উপকরণ ও পরিষেবা বিনামূল্যে উপলব্ধ। 1-800-275-2583 (TTY: 711) নম্বরে কল করুন বা আপনার প্রদানকারীর সঙ্গে যোগাযোগ করুন।

普通话: 注意：如果您说普通话，我们将为您免费提供语言协助服务。我们还免费提供适当的辅助工具和服务，确保以无障碍格式传递信息。请致电 1-800-275-2583（TTY：711）或咨询服务提供者。

Français: ATTENTION : Si vous parlez français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et des services supplémentaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-275-2583 (TTY: 711) ou parlez-en à votre fournisseur.

Kreyòl Ayisyen: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis asistans pou lang ki disponib pou ou. Gen èd ak sèvis oksilyè apwopriye pou bay enfòmasyon nan fòma aksesib ki disponib tou gratis. Rele nan 1-800-275-2583 (TTY: 711) oswa pale ak founisè w la.

ગુજરાતી: ધ્યાન આપો: જો તમે ગુજરાતી બોલો છો, તો તમારી માટે મફત ભાષા સહાયતા સેવા ઉપલબ્ધ છે. સુલભ સ્વરૂપમાં માહિતી પૂરી પાડવા માટે યોગ્ય સહાયક સાધનો અને સેવાઓ પણ મફતમાં ઉપલબ્ધ છે. 1-800-275-2583 (TTY: 711) પર કૉલ કરો અથવા તમારા પ્રદાતાનો સંપર્ક કરો.

हिंदी: ध्यान दें: अगर आप हिंदी बोलते हैं, तो आपके लिए भाषा संबंधी सहायता सेवाएँ मुफ़्त में उपलब्ध हैं। सुलभ फ़ॉर्मेट में जानकारी प्रदान करने के लिए उचित सहायक सहायता और सेवाएँ भी मुफ़्त में मिलती हैं। 1-800-275-2583 (TTY: 711) पर कॉल करें या अपने प्रदाता से बात करें।

Italiano: ATTENZIONE: Se parli Italiano, puoi trovare disponibili servizi gratuiti di assistenza linguistica. Gratuitamente, sono inoltre disponibili ausili e servizi di supporto adeguati per fornire informazioni in formati accessibili. Chiama il numero 1-800-275-2583 (TTY: 711) oppure rivolgiti al tuo fornitore.

日本語: 注意: 日本語話者の方には、無料の言語支援サービスをご提供しています。アクセシビリティ情報を提供するための適切な補助やサービスも無料でご利用いただけます。1-800-275-2583 (TTY: 711) にお電話くださるか、または、プロバイダーにお問い合わせください。

한국어를: 주의: 한국어를 구사하시는 경우 무료 언어 보조 서비스를 이용할 수 있습니다. 접근성 높은 형식으로 정보를 제공하기 위한 적절한 보조 도구 및 서비스 역시 무료로 이용 가능합니다. 1-800-275-2583 (TTY: 711) 에 전화하시거나 서비스 제공업체에 문의하세요.

Diné bizaad: BAA'ÁKONÍNÍZIN: Diné bizaad bee yáníłti'go, t'áá jiik'eh saad bee áka'aná'awo' bee áka'anída'awo'í ná hóló. T'áadoole'é binahjį' bee adahodooníłí diné bich'į' anídahazt'i'í bee bika'anída'awo'í beego bee baa dahane'í baa dahwiizt'i'go hadadilyaaígíí ałdó' t'áá jiik'eh hǫlǫ́. Kohjį' 1-800-275-2583 (TTY: 711) hodíilnih doodago níka'análawo'í bich'į' hanidziih.

Pennsilfaanisch-Deitsch: WICHDICH: Wann du Deitsch schwetzscht, kenne mer dich Schprooch-Hilf beigriege, unni as es dich ennich eppes koschde zellt. Mir kenne dich aa differnti Sadde Hilf beigriege, wasewwer as brauchscht fer Information griege, aa fer nix. Call 1-800-275-2583 (TTY: 711) odder schwetz mit dei Provider.

Polski: UWAGA: Jeśli jesteś osobą polskojęzyczną, pamiętaj, że oferujemy bezpłatne usługi pomocy językowej. Bezpłatnie dostępne są również odpowiednie materiały pomocnicze i usługi informacyjne w przystępnych formatach. Zadzwoń na numer 1-800-275-2583 (TTY: 711) lub porozmawiaj z dostawcą usług.

Português: ATENÇÃO: se você fala português, há serviços gratuitos de assistência linguística disponíveis. Também são disponibilizados gratuitamente para suporte e serviços auxiliares apropriados para o fornecimento de informações. Ligue para 1-800-275-2583 (TTY: 711) ou entre em contato com seu prestador.

Русский: Внимание! Если вы говорите по-русски, вам доступны бесплатные услуги переводчика. Также бесплатно предоставляются соответствующие вспомогательные услуги по предоставлению информации в доступных форматах. Звоните по телефону 1-800-275-2583 (TTY: 711) или обратитесь к своему провайдеру.

Español: ATENCIÓN: Si habla español, hay servicios gratuitos de asistencia lingüística disponibles. También hay ayudas y servicios auxiliares disponibles y sin cargo en formatos accesibles para brindarle información. Llame al 1-800-275-2583 (TTY: 711) o hable con su prestador.

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, available para sa iyo ang mga libreng serbisyo sa tulong sa wika. Available din ang naaangkop na mga auxiliary aid at serbisyo para magbigay ng impormasyon sa mga naa-access na format nang walang bayad. Tumawag sa 1-800-275-2583 (TTY: 711) o makipag-usap sa iyong provider.

తెలుగు: గమనిక: మీరు తెలుగు మాట్లాడితే, ఉచిత భాష సహాయ సేవలు మీకు అందుబాటులో ఉన్నాయి. అందుబాటులో ఉన్న ఫార్మాట్‌లలో సమాచారాన్ని అందించడానికి తగిన సహాయక పరికరాలు అలాగే సేవలు కూడా ఉచితంగా లభిస్తాయి. 1-800-275-2583 (TTY: 711) నంబర్‌కు కాల్ చేయండి లేదా మీ ప్రొవైడర్‌తో మాట్లాడండి.

Українська: Увага! Якщо ви говорите українською, вам доступні безплатні послуги перекладача. Також безоплатно надаються відповідні допоміжні послуги з надання інформації в доступних форматах. Телефонуйте за номером 1-800-275-2583 (TTY: 711) або зверніться до свого провайдера.

Tiếng Việt: LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi có dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Bạn cũng có thể nhận được các công cụ và dịch vụ hỗ trợ khác để giúp tiếp cận thông tin dễ dàng hơn, hoàn toàn miễn phí. Vui lòng gọi 1-800-275-2583 (TTY: 711) hoặc liên hệ với nhà cung cấp dịch vụ của bạn để được hỗ trợ.

Yorùbá: ÀKÍYÈSÍ: Tí o bá nsọ Yorùbá, àwọn iṣẹ́ àtilẹ̀hìn èdè lọ́fẹ̀ẹ́ wà lárọwọ́tó rẹ. Awọn iṣẹ́ àtilẹ̀hìn ìrànlọ́wọ́ tó yẹ láti pèsè ìwífúnni ni ọna iráàyèsi kíka wà lárọwọ́tó bakanna lọ́fẹ̀ẹ́. Pe 1-800-275-2583 (TTY: 711) tàbi ki ó bá olùpèsè rẹ sọ̀rọ̀.

Discrimination Is Against the Law

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

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

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: **civilrightscoordinator@1901market.com**.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

This notice is available at the following website: **www.healthinsurancehosting.com/notices**.

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INTRODUCTION

Thank you for joining QCC Insurance Company (the Claims Administrator). Our goal is to provide Members with access to quality health care coverage. This Benefit Booklet is a summary of the Members benefits and the procedures required in order to receive the benefits and services to which Members are entitled. Members' specific benefits covered by the Claims Administrator are described in the ***Description of Covered Services*** section of this Benefit Booklet. Benefits, exclusions and limitations appear in the ***Exclusions - What Is Not Covered*** and the ***Schedule of Covered Services*** sections of this Benefit Booklet.

Please remember that this Benefit Booklet is a summary of the provisions and benefits provided in the Program selected by the Member's Group. Additional information is contained in the Group Program Document available through the Member's Group benefits administrator. The information in this Benefit Booklet is subject to the provisions of the Group Program Document. If changes are made to the Members Group's Program, the Member will be notified by the Members Group benefits administrator. Group Program Document changes will apply to benefits for services received after the effective date of change.

If changes are made to this Program, the Member will be notified. Changes will apply to benefits for services received on or after the effective date unless otherwise required by applicable law. The effective date is the *later* of:

- The effective date of the change;
- The Members Effective Date of coverage; or
- The Group Program Document anniversary date coinciding with or next following that service's effective date.

Please read the Benefit Booklet thoroughly and keep it handy. It will answer most questions regarding the Claims Administrator's procedures and services. **If Members have any other questions, they should call the Claims Administrator's Customer Service Department ("Customer Service") at the telephone number shown on the Members Identification Card ("ID Card").**

Any rights of a Member to receive benefits under the Group Program Document and Benefit Booklet are personal to the Member and may not be assigned in whole or in part to any person, Provider or entity, nor may benefits be transferred, either before or after Covered Services are rendered. However, a Member can assign benefit payments to the custodial parent of a Dependent covered under the Group Program Document and Benefit Booklet, as required by law.

See ***Important Notices*** section for updated language and coverage changes that may affect this Benefit Booklet.

Your Costs

Benefit Period	Contract Year (twelve (12) month period beginning on Group's Anniversary Date)	
	IN-NETWORK	**OUT-OF-NETWORK**
Program Deductible[I]		
Individual	$2,000	$4,000
Family	$4,000*	$8,000*
*In each Benefit Period, it will be applied to all family members covered under a Family Coverage. A Deductible will not be applied to any covered family member once that covered family member has satisfied the individual Deductible, or the family Deductible has been satisfied for all covered family members combined.		
Coinsurance[I]	0% for Covered Services, except as otherwise specified in the ***Schedule of Covered Services***.	50% for Covered Services, except as otherwise specified in the ***Schedule of Covered Services***.
Out-of-Pocket Limit		
Individual	$6,350	$10,000
Family	$12,700	$30,000
Note for Out-Of-Pocket Limit shown above: When a Member Incurs the level of In-Network Out-of-Pocket expenses listed above of Copayment, Deductible and Coinsurance expense in one Benefit Period for In-Network Covered Services, the Coinsurance percentage will be reduced to 0% and no additional Copayment(s) or Deductible(s) will be required for the balance of that Benefit Period. After the Family In-Network Out-of-Pocket Limit amount has been met for Covered Services by Members under the same Family Coverage in a Benefit Period, the Coinsurance percentage will be reduced to 0% and no additional Copayment(s) or Deductible(s) will be required for the balance of that Benefit Period. However, no family member will contribute more than the individual In-Network Out-of-Pocket amount. The amount of the In-Network Care Individual Out-of-Pocket Limit and In-Network Care Family Out-of-Pocket Limit will only include expenses for Essential Health Benefits. The In-Network dollar amounts specified shall not include any expense Incurred for any Penalty amount. When a Member Incurs the level of Out-of-Network Out-of-Pocket expenses listed above of Deductible and Coinsurance expense in one Benefit Period for Out-of-Network Covered Services, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. After the Family Out-of-Network Out-of-Pocket Limit amount has been met for Covered Services by Members under the same Family Coverage in a Benefit Period, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. However, no family member will contribute more than the individual Out-of-Network Out-of-Pocket amount. The Out-of-Network dollar amounts specified shall not include any expense Incurred for any Deductible, Penalty or Copayment amount.		
Lifetime Maximum	Unlimited	Unlimited

SCHEDULE OF COVERED SERVICES

This ***Schedule of Covered Services*** is an overview of the benefits you are entitled to. More details can be found in the ***Description of Covered Services*** section.

Subject to the exclusions, conditions and limitations of this Program, a Member is entitled to benefits for the Covered Services described in this ***Schedule of Covered Services*** during a Benefit Period, subject to any Copayment, Deductible, Coinsurance, Out-of-Pocket Limit or Lifetime Maximum. The percentages for Coinsurance and Covered Services shown in this ***Schedule of Covered Services*** are not always calculated on actual charges. For an explanation on how Coinsurance is calculated, see the "Covered Expense" definition in the ***Important Definitions*** section.

Some Covered Services must be Precertified before the Member receives the services. Failure to obtain a required Precertification for a Covered Service could result in a reduction of benefits. More information on Precertification is found in the ***General Information*** section.

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Acupuncture[4]	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Note for Acupuncture shown above: Benefit Period Maximum: 18 In-Network/Out-of-Network visits		
Alcohol Or Drug Abuse And Dependency[3]		
Inpatient Hospital Detoxification and Rehabilitation	$150 Copayment per day, to a maximum of $750 per admission, after Deductible*	50%, after Deductible**
Hospital and Non-Hospital Residential Care	$150 Copayment per day, to a maximum of $750 per admission, after Deductible*	50%, after Deductible**
Outpatient Treatment		
Office Visit	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
All Other	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Telebehavioral Health	$10, Deductible does not apply	50%, after Deductible

* In-Network Benefit Period Maximum: Unlimited Inpatient days. This maximum is combined for all In-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits.

** Out-of-Network Benefit Period Maximum: 70 Inpatient days. This maximum is combined for all Out-of-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. This maximum is part of, not separate from, In-Network days maximum.

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Ambulance Services/Transport[4]		
Emergency	None, Deductible does not apply	None, Deductible does not apply
Non-Emergency	None, Deductible does not apply	50%, after Deductible
Autism Spectrum Disorders[4]	Same cost-sharing as any other medical service within the applicable medical service (For example, Therapy Services, Diagnostic Services, etc.)	Same cost-sharing as any other medical service within the applicable medical service (For example, Therapy Services, Diagnostic Services, etc.)
Note for Autism Spectrum Disorders shown above: Benefit Period Maximums and visit limits do not apply If this Program does not provide coverage for prescription drugs, Autism Spectrum Disorders medications are covered less the applicable Coinsurance per 30 day prescription order: Generic Coinsurance - 30% Brand Coinsurance - 30% Deductible does not apply		
Blood[3]	None, Deductible does not apply	50%, after Deductible
Colorectal Cancer Screening[4]	$75 Copayment per date of service, after Deductible	50%, after Deductible
Day Rehabilitation Program[4]	None, after Deductible	50%, after Deductible
Note for Day Rehabilitation Program shown above: Benefit Period Maximum: 30 In-Network/Out-of-Network visits		
Diabetic Education Program[4]	None, Deductible does not apply	Not Covered
Note for Diabetic Education Program shown above: Copayments, Deductibles and Maximum amounts do not apply to this benefit		
Diabetic Equipment And Supplies[4]	50%, after Deductible	50%, after Deductible
Durable Medical Equipment And Consumable Medical Supplies[4]	50%, after Deductible	50%, after Deductible
Note for Durable Medical Equipment And Consumable Medical Supplies shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Emergency Care Services[4]	$150 Copayment per visit (waived if admitted), Deductible does not apply	$150 Copayment per visit (waived if admitted), Deductible does not apply
Gender Dysphoria and Sexual Reassignment Therapy[4]	None, after Deductible	50%, after deductible
Home Health Care[4]	None, after Deductible	50%, after Deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Hospice Services[3]	None, after Deductible	50%, after Deductible
Note for Hospice Services shown above: Respite Care: Maximum of seven In-Network/Out-of-Network days every six months		
Hospital Services[2]		
Facility Charge	$150 Copayment per day, to a maximum of $750 per admission, after Deductible*	50%, after Deductible**
Professional Charge	None, Deductible does not apply	50%, after Deductible
* In-Network Benefit Period Maximum: Unlimited Inpatient days.This maximum is combined for all In-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. ** Out-of-Network Benefit Period Maximum: 70 Inpatient days. This maximum is combined for all Out-of-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. This maximum is part of, not separate from, In-Network days maximum.		
Immunizations[1]	None, Deductible does not apply	50%, Deductible does not apply
Injectable Medications[4]		
Specialty Drug		
Home/Office	None, Deductible does not apply	50%, after Deductible
Outpatient	$100 Copayment per injection, Deductible does not apply	50%, after Deductible
Standard Injectable Drugs	None, Deductible does not apply	50%, after Deductible
Note for Injectable Medications shown above: The cost-sharing amounts for injected or infused drugs set forth above are applicable to those injected or infused drugs administered to a Member who does not receive cost-sharing assistance such as coupons/copay cards provided by a drug manufacturer. In the event a Member does elect to receive such cost-sharing assistance, amounts paid or credited by a drug manufacturer on behalf of a Member will not accrue toward the satisfaction of the Member's Program Deductible or Out-of-Pocket Limit. Additionally, the Claims Administrator may elect to implement a program whereby each separate injected or infused drug will be paid by the Claims Administrator subject to variable copayment amounts. This variable copayment amount associated with an injected or infused drug or for certain other high-cost injected or infused drugs experienced by a Member will not result in a Member paying more cost-sharing out of pocket for an injected or infused drug than they would have paid absent the Claims Administrator's application of the program. Members who exhaust cost-sharing assistance available from a manufacturer will not be responsible for more cost-sharing for the drug or refill than the amount for which they were responsible while receiving such cost-sharing assistance		
Insulin And Oral Agents[4]	None, less the Copayment amount, if applicable	None, less the Copayment amount, if applicable
Note for Insulin and Oral Agents shown above: If this Program does not provide coverage for prescription drugs, insulin and oral agents are covered less the applicable Copayment per prescription order: Generic Copayment - $10 Brand Copayment - $15		

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Laboratory and Pathology Tests[4]		
Freestanding Laboratory	None, Deductible does not apply	50%, after Deductible
Hospital-Based Laboratory	None, Deductible does not apply	50%, after Deductible
Maternity/OB-GYN/Family Services[3]		
Artificial Insemination	None, after Deductible	50%, after Deductible
Elective Abortions		
Professional Service	$20 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Outpatient Facility Charges	$75 Copayment per date of service, after Deductible*	50%, after Deductible
	*Only one Copayment will apply depending upon place of service.	
Maternity/Obstetrical Care		
Professional Service	None, Deductible does not apply	50%, after Deductible
Facility Service: Inpatient/Birthing Center	$150 Copayment per day, to a maximum of $750 per admission, after Deductible	50%, after Deductible
Newborn Care	None, after Deductible	50%, after Deductible
Note for Newborn Care shown above: Cost-sharing does not apply for the first 31 days following birth		
Ovulation Induction	None, after Deductible	50%, after deductible
Medical Care[2]	None, after Deductible	50%, after Deductible
Medical Foods And Nutritional Formulas[4]	None, Deductible does not apply	50%, Deductible does not apply
Mental Health/Psychiatric Care[3]		
Inpatient	$150 Copayment per day, to a maximum of $750 per admission, after Deductible*	50%, after Deductible**
Outpatient		
Office Visit	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
All Other	$40 Copayment per visit, Deductible does not apply	50%, after Deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Telebehavioral Health	$10, Deductible does not apply	50%, after Deductible
* In-Network Benefit Period Maximum: Unlimited Inpatient days. This maximum is combined for all In-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. ** Out-of-Network Benefit Period Maximum: 70 Inpatient days. This maximum is combined for all Out-of-Network Inpatient Hospital Services, Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency benefits. This maximum is part of, not separate from, In-Network days maximum.		
Methadone Treatment(4)	None, Deductible does not apply	50%, after Deductible
Nutrition Counseling(1)	None, Deductible does not apply	50%, after Deductible
Note for Nutrition Counseling shown above: Benefit Period Maximum: 6 In-Network/Out-of-Network visits. Benefit Period Maximum does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Orthotics(4)	50%, after Deductible	50%, after Deductible
Note for Orthotics shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Podiatric Care(4)	None, after Deductible	50%, after Deductible
Preventive Care - Adult(1)	None, Deductible does not apply	50%, Deductible does not apply
Routine/Preventive Colonoscopy		
Preventive Plus (P+) Facility/Non-Hospital based Facility*	None, Deductible does not apply	Not Covered
Non-Preventive Plus (P+) Facility/Hospital based Facility	None, Deductible does not apply	50%, Deductible does not apply
* For $0 (None) Member cost-sharing to apply, all services must be performed by an In-Network gastroenterologist or a colon and rectal surgeon.		
Preventive Care - Pediatric(1)	None, Deductible does not apply	50%, Deductible does not apply
Primary Care Physician Office Visits/Retail Clinics(1)	$20 Copayment per visit, Deductible does not apply	50%, after Deductible
Private Duty Nursing Services(4)	None, after Deductible	50%, after Deductible
Note for Private Duty Nursing Services shown above: Benefit Period Maximum: 360 In-Network/Out-of-Network hours		
Prosthetic Devices(4)	50%, after Deductible	50%, after Deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Note for Prosthetic Devices shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Radiology Services - Non-Routine[4] (including MRI/MRA, CT scans, PET scans)		
Providers that are not Hospital based	$80 Copayment per visit, Deductible does not apply	50%, after Deductible
Providers that are Hospital based	$80 Copayment per visit, Deductible does not apply	50%, after Deductible
Radiology Services - Routine[4]		
Providers that are not Hospital based	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Providers that are Hospital based	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Diagnostic Mammograms	None, Deductible does not apply	50%, after Deductible
Skilled Nursing Facility Services[2]	$75 Copayment per day, to a maximum of $375 per admission, after Deductible	50%, after Deductible
Note for Skilled Nursing Facility Services shown above: Benefit Period Maximum: 120 In-Network/Out-of-Network Inpatient days Benefit Period Maximum does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Sleep Studies[4]		
Home/Freestanding Sleep Center	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Facility Charge	$40 Copayment per date of service, Deductible does not apply	50%, after Deductible
Smoking Cessation[1]	None, Deductible does not apply	50%, Deductible does not apply
Specialist Office Visits[4]	$40 Copayment per visit, Deductible does not apply	50%, after Deductible
Spinal Manipulation Services[4]	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Spinal Manipulation Services shown above: Benefit Period Maximum: 20 In-Network/Out-of-Network visits		

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Surgical Services[3]		
Outpatient Facility Charge	$75 Copayment per date of service, after Deductible	50%, after Deductible
Outpatient Professional Charge	None, Deductible does not apply	50%, after Deductible
Outpatient Anesthesia	None, Deductible does not apply	50%, after Deductible
Second Surgical Opinion	$40 Copayment per opinion, Deductible does not apply	50%, after Deductible
Note for Surgical Services shown above: If more than one surgical procedure is performed by the same Professional Provider during the same operative session, the Claims Administrator will pay 100% of the Covered Service for the highest paying procedure and 50% of the Covered Services for each additional procedure. Cost-sharing does not apply to Outpatient Surgery services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Therapy Services[4]		
Cardiac Rehabilitation Therapy	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Cardiac Rehabilitation Therapy shown above: Benefit Period Maximum: 36 In-Network/Out-of-Network sessions		
Chemotherapy	None, Deductible does not apply	50%, after Deductible
Note for Chemotherapy shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Dialysis	None, Deductible does not apply	50%, after Deductible
Note for Dialysis shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Infusion Therapy		
Home/Office	None, Deductible does not apply	50%, after Deductible
Outpatient	$100 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Infusion Therapy shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Orthoptic/Pleoptic Therapy	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Orthoptic/Pleoptic Therapy shown above: Lifetime Maximum: 8 In-Network/Out-of-Network sessions		

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Physical Therapy/Occupational Therapy		
Providers that are not Hospital based	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Providers that are Hospital based	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Physical Therapy/Occupational Therapy shown above: Benefit Period Maximum: 30 In-Network/Out-of-Network sessions of Physical Therapy/Occupational Therapy combined Benefit Period Maximum amounts that apply to Physical Therapy do not apply to the treatment of lymphedema related to mastectomy Benefit Period Maximum does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Pulmonary Rehabilitation Therapy	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Pulmonary Rehabilitation Therapy shown above: Benefit Period Maximum: 36 In-Network/Out-of-Network sessions		
Radiation Therapy	None, Deductible does not apply	50%, after Deductible
Note for Radiation Therapy shown above: Cost-sharing does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Speech Therapy	$40 Copayment per Provider per date of service, Deductible does not apply	50%, after Deductible
Note for Speech Therapy shown above: Benefit Period Maximum: 20 In-Network/Out-of-Network sessions Benefit Period Maximum does not apply to services that are prescribed for Mental Health/Psychiatric Care and Treatment for Alcohol Or Drug Abuse And Dependency		
Transplant Services(3)		
Blue Distinction Center and Blue Distinction+ Centers only		
Inpatient Facility Charges	$150 Copayment per day, to a maximum of $750 per admission, after Deductible	Not Covered
Outpatient Facility Charges	Not Covered	Not Covered
Travel and Lodging(4)	None, after Deductible	50%, after Deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Note for Travel and Lodging shown above: Travel Lifetime Maximum: $10,000 of Covered Services per Member. Lodging Covered Services are limited to $50 per Member, per night (up to $100, if a companion travels).		
Urgent Care Centers[4]	$50 Copayment per visit, Deductible does not apply	50%, after Deductible
Women's Preventive Care[1]	None, Deductible does not apply	50%, Deductible does not apply
Note for Women's Preventive Care shown above: **Contraceptives mandated by the Women's Preventive Services provision of PPACA, are covered at 100% for certain generic products and brand products. All other contraceptive products are not covered.**		

BENEFIT	If the Member utilizes a contracted vendor	If the Member does not utilize a contracted vendor
Virtual Care Services[4]		
Telemedicine Visit (Vendor/Virtual Provider)	Covered	Not Covered
Teledermatology	Not Covered	Not Covered
Telebehavioral Health	Covered	Not Covered
Telemedicine services are provided through Doctor on Demand. Please refer to Doctor on Demand materials for additional information about coverage and member cost sharing.		

(1) Located in the Primary & Preventive Care Section of the ***Description of Covered Services***
(2) Located in the Inpatient Section of the ***Description of Covered Services***
(3) Located in the Inpatient/Outpatient Section of the ***Description of Covered Services***
(4) Located in the Outpatient Section of the ***Description of Covered Services***

DESCRIPTION OF COVERED SERVICES

Subject to the exclusions, conditions and limitations of this Program, a Member is entitled to benefits for the Covered Services described in this ***Description of Covered Services*** section during a Benefit Period, subject to any Copayment, Deductible, Coinsurance, Out-of-Pocket Limit or Lifetime Maximum. These amounts and percentages, and other cost-sharing requirements are specified in the ***Schedule of Covered Services***.

Covered Services may be provided by either an In-Network or Out-of-Network Provider. However, the Member will maximize the benefits available when Covered Services are provided by a Provider that belongs to the Personal Choice Network (an In-Network Provider) and has a contract with the Claims Administrator to provide services and supplies to the Member. The Member will be held harmless for Out-of-Network differentials if: an In-Network Provider fails to provide written notice to the Member of the Provider's Out-of-Network status for certain services; or, an In-Network Provider provides a written order for certain services to be performed by an In-Network Provider that has Out-of-Network status for those services and that Provider performs such service. The ***General Information*** section provides more detail regarding In-Network and Out-of-Network Providers, the Personal Choice Network, and the reimbursement of Covered Services provided by Facility Providers and Professional Providers.

Some Covered Services must be Precertified before the Member receives the services. Precertification of services is a vital program feature that reviews Medical Necessity of certain procedures and/or admissions. In certain cases, Precertification helps determine whether a different treatment may be available that is equally effective yet less traumatic. Precertification also helps determine the most appropriate setting for certain services. Failure to obtain a required Precertification for a Covered Service could result in a reduction of benefits. More information on Precertification is found in the ***General Information*** section.

PRIMARY AND PREVENTIVE CARE

A Member is entitled to benefits for Primary Care and Preventive Care Covered Services when deemed Medically Necessary and billed for by a Provider. Cost-sharing requirements are specified in the ***Schedule of Covered Services***.

"Preventive Care" services generally describe health care services performed to catch the early warning signs of health problems. These services are performed when the Member has no symptoms of disease. "Primary Care" services generally describe health care services performed to treat an illness or injury.

The Claims Administrator reviews the schedule of Covered Services, at certain times. Reviews are based on recommendations from organizations such as:

- The American Academy of Pediatrics;
- The American College of Physicians;
- The U.S. Preventive Services Task Force; and
- The American Cancer Society.

Accordingly, the frequency and eligibility of Covered Services are subject to change. A list of Preventive Care Covered Services can be found in the Preventive Schedule document. A complete listing of recommendations and guidelines can be found at https://www.healthcare.gov/preventive-care-benefits/.

The Claims Administrator reserves the right to modify the Preventive Schedule document at any time. However, the Member has to be given a written notice of the change, before the change takes effect.

Immunizations
The Claims Administrator will provide coverage for the following:
- Pediatric immunizations;
- Adult immunizations; and
- The agents used for the immunizations.

All immunizations, and the agents used for them, must conform to the standards set by the *Advisory Committee on Immunization Practices (ACIP) of the Center for Disease Control, U.S. Department of Health and Human Services.*

Pediatric and adult immunization schedules can be found in the Preventive Schedule document.

The benefits for these pediatric immunizations are limited to Members under 21 years of age.

Nutrition Counseling
The Claims Administrator will provide coverage for nutrition counseling visits or sessions. However, they need to be performed and billed by any of the following Providers, in an office setting:
- By the Member's Physician;
- By a Specialist; or
- By a Registered Dietitian (RD).

This benefit is in addition to any other nutrition counseling Covered Services described in this Benefit Booklet.

Osteoporosis Screening (Bone Mineral Density Testing or BMDT)
The Claims Administrator will provide coverage for Bone Mineral Density Testing (BMDT), in accordance with the Preventive Schedule document. The method used needs to be one that is approved by the U.S. Food and Drug Administration. This test determines the amount of mineral in a specific area of the bone. It is used to measure bone strength, which depends on both bone density and bone quality. Bone quality refers to how the bone is built, architecture, turnover and mineralization of bone.

A BMDT must be prescribed by a Professional Provider legally authorized to prescribe such items under law.

Preventive Care - Adult
The Claims Administrator will provide coverage for routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

Preventive Care - Pediatric
The Claims Administrator will provide coverage for routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

Primary Care Physician Office Visits/Retail Clinics
The Claims Administrator will provide coverage for Medical Care visits, by a Primary Care Provider, for any of the following services:
- The examination of an illness or injury;
- The diagnosis of an illness or injury; and
- The treatment of an illness or injury.

For the purpose of this benefit, "Office Visits" include:
- Medical Care visits to a Provider's office;
- Medical Care visits by a Provider to a Member's residence; or
- Medical Care consultations by a Provider on an Outpatient basis.

In addition to Office Visits a Member may receive Medical Care at a Retail Clinic. Retail Clinics are staffed by certified family nurse practitioners, who are trained to diagnose, treat, and write prescriptions when clinically appropriate. Nurse practitioners are supported by a local Physician who is on-call during clinic hours to provide guidance and direction when necessary.

Examples of treatment and services that are provided at a Retail Clinic include, but are not limited to:
- Sore throat;
- Ear, eye, or sinus infection;
- Allergies;
- Minor burns;
- Skin infections or rashes; and
- Pregnancy testing.

Smoking Cessation
Smoking cessation includes clinical preventive services rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF) as described under the Preventive Services provision of the Patient Protection and Affordable Care Act.

Women's Preventive Care
The Claims Administrator will provide coverage for an initial physical examination for pregnant women to confirm pregnancy, screening for gestational diabetes, and other Covered Services, in accordance with the Preventive Schedule document. Covered Services and Supplies include, but are not limited to, the following:
- Routine Gynecological Exam, Pap Smear: Members are covered for one routine gynecological exam each Benefit Period. This includes the following:
  - A pelvic exam and clinical breast exam; and
  - Routine Pap smears.

  These must be done in accordance with the recommendations of the *American College of Obstetricians and Gynecologists*.
- Mammograms: Coverage will be provided for screening mammograms. The Claims Administrator will only provide coverage for benefits for mammography if the following applies:
  - It is performed by a qualified mammography service provider.
  - That service provider is properly certified by the appropriate state or federal agency.
  - That certification is done in accordance with the Mammography Quality Assurance Act of 1992.
- Breastfeeding comprehensive support and counseling from trained providers; access to breastfeeding supplies, including coverage for rental of hospital-grade breastfeeding pumps under Durable Medical Equipment supplier with Medical Necessity review; and coverage for lactation support and counseling provided during postpartum hospitalization, Mother's

Option visits, and obstetrician or pediatrician visits for pregnant and nursing women at no cost share to the Member when provided by an In-Network Provider.

- Contraception: The Women's Preventive Services Initiative recommends that adolescent and adult women have access to the full range of female-controlled contraceptives to prevent unintended pregnancy and improve birth outcomes. Contraceptive care should include contraceptive counseling, initiation of contraceptive use, and follow-up care. The full range of contraceptive methods for women currently identified by the U.S. Food and Drug Administration (FDA) include:
  - Sterilization surgery for women;
  - Surgical sterilization implant for women;
  - Implantable rod;
  - IUD copper;
  - IUD with progestin;
  - The shot or injection;
  - Oral contraceptives (combined pill);
  - Oral contraceptives (progestin only, and);
  - Oral contraceptives (extended or continuous use);
  - The contraceptive patch;
  - Vaginal contraceptive rings;
  - Diaphragm;
  - Contraceptive sponges;
  - Cervical caps;
  - Female condoms;
  - Spermicides;
  - Emergency contraception (levonorgestrel);and
  - Emergency contraception (ulipristal acetate).

  Although all FDA approved contraceptive methods and patient education and counseling, are covered, only certain contraceptive drug options in each category are covered at no cost share to the Member when provided by an In-Network Provider. Abortifacients are not considered contraceptives.

If a Member's Physician determines that they require more than one well-women visit annually to obtain all recommended preventive services (based on the women's health status, health needs and other risk factors), the additional visit(s) will be provided without cost-sharing.

INPATIENT SERVICES

Unless otherwise specified in this Benefit Booklet, services for Inpatient Care are Covered Services when they are:

- Deemed Medically Necessary;
- Provided by a Facility Provider and billed by a Provider; and
- Preapproved by the Claims Administrator.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

Hospital Services

- Ancillary Services

  The Claims Administrator will provide coverage for all ancillary services usually provided and billed for by Hospitals, except for personal convenience items. This includes, but is not limited to:
  - Meals, including special meals or dietary services, as required by the Member's condition;

- Use of operating room, delivery room, recovery room, or other specialty service rooms and any equipment or supplies in those rooms;
- Casts, surgical dressings, and supplies, devices or appliances surgically inserted within the body;
- Oxygen and oxygen therapy;
- Anesthesia when administered by a Hospital employee, and the supplies and use of anesthetic equipment;
- Therapy Services when administered by a person who is appropriately licensed and authorized to perform such services;
- All drugs and medications (including intravenous injections and solutions);
  - For use while in the Hospital;
  - Which are released for general use; and
  - Which are commercially available to Hospitals.
- Use of special care units, including, but not limited to intensive care units or coronary care units; and
- Pre-admission testing.

- Room and Board

  The Claims Administrator will provide coverage for general nursing care and such other services as are covered by the Hospital's regular charges for accommodations in the following:
  - An average semi-private room, as designated by the Hospital; or a private room, when designated by the Claims Administrator as semi-private for the purposes of this Program in Hospitals having primarily private rooms;
  - A private room, when Medically Necessary;
  - A special care unit, such as intensive or coronary care, when such a designated unit with concentrated facilities, equipment and supportive services is required to provide an intensive level of care for a critically ill patient;
  - A bed in a general ward; and
  - Nursery facilities.

  Benefits are provided up to the number of days specified in the ***Schedule of Covered Services***.

  A Copayment may apply to an In-Network Inpatient Admission, if specified in the ***Schedule of Covered Services***. For purposes of calculating the total Copayment due, an admission occurring within ten calendar days of discharge date from a previous admission shall be treated as part of the previous admission.

  In computing the number of days of benefits:
  - The Claims Administrator will count the day of the Member's admission; but not the day of the Member's discharge.
  - If the Member is admitted and discharged on the same day, it will be counted as one day.

  The Claims Administrator will only provide coverage for days spent during an uninterrupted stay in a Hospital.

It will not provide coverage for:
- Time spent outside of the Hospital, if the Member interrupts the stay and then stay past midnight on the day the interruption occurs; or
- Time spent in the Hospital after the discharge hour that the Member's attending Physician has recommended that further Inpatient care is not required.

Medical Care
The Claims Administrator will provide coverage for Medical Care rendered to the Member, in the following way, except as specifically provided.

It is Medical Care that is rendered:
- By a Professional Provider who is in charge of the case;
- While the Member is an Inpatient in a Hospital, Rehabilitation Hospital or Skilled Nursing Facility; and
- For a condition not related to Surgery, pregnancy, radiation therapy or Mental Illness.

Such care includes Inpatient intensive Medical Care rendered to the Member:
- While the Member's condition requires a Professional Provider's constant attendance and treatment; and
- For a prolonged period of time.

- Concurrent Care
  The Claims Administrator will provide coverage for the following services, while the Member is an Inpatient, when they occur together:
  - Services rendered to the Member by a Professional Provider:
    - Who is not in charge of the case; but
    - Whose particular skills are required for the treatment of complicated conditions.
  - Services rendered to the Member as an Inpatient in a:
    - Hospital;
    - Rehabilitation Hospital; or
    - Skilled Nursing Facility.

  This does not include:
  - Observation or reassurance of the Member;
  - Standby services;
  - Routine preoperative physical examinations;
  - Medical Care routinely performed in the pre- or post-operative or pre- or post-natal periods; or
  - Medical Care required by a Facility Provider's rules and regulations.

- Consultations
  The Claims Administrator will provide coverage for Consultation services when rendered in both of the following ways:
  - By a Professional Provider, at the request of the attending Professional Provider; and
  - While the Member is an Inpatient in a:
    - Hospital;
    - Rehabilitation Hospital; or
    - Skilled Nursing Facility.

  Benefits are limited to one consultation per consultant during any Inpatient confinement.

  Consultations do not include staff consultations which are required by the Facility Provider's rules and regulations.

Skilled Nursing Facility Services
The Claims Administrator will provide coverage for a Skilled Nursing Facility:
- When Medically Necessary as determined by the Claims Administrator.
- Up to the Maximum days specified in the ***Schedule of Covered Services***.

The Member must require treatment:
- By skilled nursing personnel;
- Which can be provided only on an Inpatient basis in a Skilled Nursing Facility.

A Copayment may apply to an In-Network Inpatient Admission, if specified in the ***Schedule of Covered Services***. For purposes of calculating the total Copayment due, an admission occurring within ten calendar days of discharge date from any previous admission shall be treated as part of the previous admission.

In computing the number of days of benefits:
- The Claims Administrator will count the day of the Member's admission; but not the day of the Member's discharge.
- If the Member is admitted and discharged on the same day, it will be counted as one day.

The Claims Administrator will only provide coverage for days spent during an uninterrupted stay in a Skilled Nursing Facility.

It will not provide coverage for:
- Time spent outside of the Skilled Nursing Facility, if the Member interrupts their stay and then stays past midnight on the day the interruption occurs;
- Time spent if the Member remains past midnight of the day on which the interruption occurred; or
- Time spent in the Skilled Nursing Facility after the discharge hour that the Member's attending Physician has recommended that further Inpatient care is not required.

INPATIENT/OUTPATIENT SERVICES

The Member is entitled to benefits for Covered Services while the Member is an Inpatient in a Facility Provider or on an Outpatient basis when both of the following happen:
- Deemed Medically Necessary; and
- Billed for by a Provider.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

Blood
The Claims Administrator will provide coverage for the administration of blood and blood processing from donors. In addition, benefits are also provided for:
- Autologous blood drawing, storage or transfusion.
  - This refers to a process that allows the Member to have their own blood drawn and stored for personal use.
  - One example would be self-donation, in advance of planned Surgery.
- Whole blood, blood plasma and blood derivatives:
  - Which are not classified as drugs in the official formularies; and
  - Which have not been replaced by a donor.

Hospice Services
The Claims Administrator will provide coverage for palliative and supportive services provided to a terminally ill Member through a Hospice program by a Hospice Provider. This also includes Respite Care.

- Who is eligible: The Member will be eligible for Hospice benefits if both of the following occur:
  - The Member's attending Physician certifies that the Member has a terminal illness, with a medical prognosis of six months or less; and
  - The Member elects to receive care primarily to relieve pain.
- The goal of care and what is included: Hospice Care provides services to make the Member as comfortable and pain-free as possible. This is primarily comfort care, and it includes:
  - Pain relief;
  - Physical care;
  - Counseling; and
  - Other services, that would help the Member cope with a terminal illness, rather than cure it.
- What happens to the treatment of the Member's illness: When the Member elects to receive Hospice Care:
  - Benefits for treatment provided to cure the terminal illness are no longer provided.
  - The Member can also change their mind and elect to *not* receive Hospice Care anymore.
- How long Hospice care continues: Benefits for Covered Hospice Services shall be provided until whichever occurs first:
  - The Member's discharge from Hospice Care; or
  - The Member's death.
- Respite Care for the Caregiver: If the Member were to receive Hospice Care primarily in the home, the Member's primary caregiver may need to be relieved, for a short period. In such a case, the Claims Administrator will provide coverage for the Member to receive the same kind of care in the following way:
  - On a short-term basis;
  - As an Inpatient; and
  - In a Medicare certified Skilled Nursing Facility.

  This can only be arranged when the Hospice considers such care necessary to relieve primary caregivers in the Member's home.

Maternity/OB-GYN/Family Services

- Artificial Insemination

  Services performed by a Professional Provider for the promotion of fertilization of a recipient's own ova (eggs):
  - By the introduction of mature sperm from partner or donor into the recipient's vagina or uterus, with accompanying:
    - Simple sperm preparation;
    - Sperm washing; and/or
    - Thawing.

- Elective Abortions

  The Claims Administrator will provide coverage for services provided in a Facility Provider that is a Hospital or Birth Center. It also includes services performed by a Professional Provider for the voluntary termination of a pregnancy by a Member, which is a Covered Expense under this Program.

- Maternity/Obstetrical Care
  The Claims Administrator will provide coverage for Covered Services rendered in the care and management of a pregnancy for a Member.
  - Pre-notification – The Claims Administrator should be notified of the need for maternity care within one month of the first prenatal visit to the Physician or midwife.
  - Facility and Professional Services – The Claims Administrator will provide coverage for:
    - Facility services: Provided by a Facility Provider that is a Hospital or Birth Center; and
    - Professional services: Performed by a Professional Provider or certified midwife.
  - Scope of Care – The Claims Administrator will provide coverage for:
    - Prenatal care; and
    - Postnatal care.
  - Type of delivery - Maternity care Inpatient benefits will be provided for:
    - 48 hours for vaginal deliveries; and
    - 96 hours for cesarean deliveries.

  Except as otherwise approved by the Claims Administrator.
  - Home Health Care for Early Discharge: In the event of early post-partum discharge from an Inpatient Admission:
    - Benefits are provided for Home Health Care, as provided for in the Home Health Care benefit.

- Newborn Care
  - A Member's newborn child will be entitled to benefits provided by this Program:
    - From the date of birth up to a maximum of 31 days.
  - Such coverage within the 31 days will include care which is necessary for the treatment of:
    - Medically diagnosed congenital defects;
    - Medically diagnosed birth abnormalities;
    - Medically diagnosed prematurity; and
    - Routine nursery care.
  - Coverage for a newborn may be continued beyond 31 days under conditions specified in the ***General Information*** section of this Benefit Booklet.

Mental Health/Psychiatric Care
The Claims Administrator will provide coverage for the treatment of Mental Illness and Serious Mental Illness based on the services provided and reported by the Provider. Upon request, the Claims Administrator will make available the criteria for Medical Necessity determinations made under the Program for Mental Health/Psychiatric Care to any current or potential Member, Dependent or In-Network Provider.

- Regarding the provision of care other than Mental Health/Psychiatric Care: When a Provider renders Medical Care, other than Mental Health/Psychiatric Care, for a Member with Mental Illness and Serious Mental Illness, payment for such Medical Care:
  - Will be based on the Medical Benefits available; and
  - Will not be subject to the Mental Health/Psychiatric Care limitations. Emergency Care will be considered In-Network Care.

- Inpatient Treatment
  The Claims Administrator will provide coverage, subject to the Benefit Period limitation(s) stated in the ***Schedule of Covered Services***, during an Inpatient Admission for treatment of Mental Illness and Serious Mental Illness. For maximum benefits, treatment must be received from an In-Network Facility Provider and Inpatient visits for the treatment of Mental Illness and Serious Mental Illness must be performed by an In-Network Professional Provider.

  Covered Services include treatments such as:
  - Psychiatric visits;
  - Psychiatric consultations;
  - Individual and group psychotherapy;
  - Electroconvulsive therapy;
  - Psychological testing; and
  - Psychopharmacologic management.

  A Copayment may apply to an In-Network Inpatient Admission, if specified in the ***Schedule of Covered Services***. For purposes of calculating the total Copayment due, an admission occurring within ten calendar days of discharge date from a previous admission shall be treated as part of the previous admission.

- Outpatient Treatment
  The Claims Administrator will provide coverage for Outpatient treatment of Mental Illness and Serious Mental Illness. For maximum benefits, treatment must be performed by an In-Network Professional Provider/In-Network Facility Provider.

  Covered Services include treatments such as:
  - Psychiatric visits;
  - Psychiatric consultations;
  - Individual and group psychotherapy;
  - Licensed Clinical Social Worker visits;
  - Master's Prepared Therapist visits;
  - Telebehavioral Health services;
  - Electroconvulsive therapy;
  - Psychological testing;
  - Psychopharmacologic management; and
  - Psychoanalysis.

- Benefit Period Maximums for Mental Health/Psychiatric Care
  All Inpatient Mental Health/Psychiatric Care for both Mental Illness and Serious Mental Illness are covered up to the Maximum day amount(s) per Benefit Period specified in the ***Schedule of Covered Services***. Out-of-Network Benefit Period maximums are part of, not separate from, In-Network Benefit Period maximums.

Routine Patient Costs Associated With Qualifying Clinical Trials

- The Claims Administrator provides coverage for Routine Patient Costs Associated with Participation in a Qualifying Clinical Trial (see the ***Important Definitions*** section).
- To ensure coverage and appropriate claims processing, the Claims Administrator must be notified in advance of the Member's participation in a Qualifying Clinical Trial. Benefits are payable if the Qualifying Clinical Trial is conducted by an In-Network Professional Provider, and conducted in an In-Network Facility Provider. If there is no comparable Qualifying Clinical Trial being performed by an In-Network Professional Provider, and in an In-Network

Facility Provider, then the Claims Administrator will consider the services by an Out-of-Network Provider, participating in the clinical trial, as covered if the clinical trial is deemed a Qualifying Clinical Trial (see ***Important Definitions*** section) by the Claims Administrator.

Surgical Services
The Claims Administrator will provide coverage for surgical services provided:
- By a Professional Provider, and/or a Facility Provider
- For the treatment of disease or injury.

Separate payment will not be made for:
- Inpatient preoperative care or all postoperative care normally provided by the surgeon as part of the surgical procedure.

Covered Services also include:
- Congenital Cleft Palate - The orthodontic treatment of congenital cleft palates:
  - That involve the maxillary arch (the part of the upper jaw that holds the teeth);
  - That is performed together with bone graft Surgery; and
  - That is performed to correct bony deficits that are present with extremely wide clefts affecting the alveolus.
- Mastectomy Care – The Claims Administrator will provide coverage for the following when performed after a mastectomy:
  - All stages of reconstruction of the breast on which the mastectomy has been performed;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses and physical complications all stages of mastectomy, including lymphedemas; and
  - Surgery to reestablish symmetry or alleviate functional impairment, including, but not limited to:
    - Augmentation;
    - Mammoplasty;
    - Reduction mammoplasty; and
    - Mastopexy.
- Coverage is also provided for:
  - The surgical procedure performed in connection with the initial and subsequent insertion or removal of Prosthetic Devices (either before or after Surgery) to replace the removed breast or portions of it;
  - The treatment of physical complications at all stages of the mastectomy, including lymphedemas. Treatment of lymphedemas is not subject to any benefit Maximum amounts that may apply to "Physical Therapy" services as provided under the subsection entitled "Therapy Services" of this section; and
  - Routine neonatal circumcisions and any voluntary surgical procedure for sterilization.

- <u>Anesthesia</u>
  - The Claims Administrator will provide coverage for the administration of Anesthesia:
    - In connection with the performance of Covered Services;
    - When rendered by or under the direct supervision of a Professional Provider other than the surgeon, assistant surgeon or attending Professional Provider (except an Obstetrician providing Anesthesia during labor and delivery and an oral surgeon providing services otherwise covered under this Benefit Booklet).
  - General Anesthesia, along with hospitalization and all related medical expenses normally Incurred as a result of the administration of general Anesthesia, when rendered in conjunction with dental care provided to Members age seven or under and for

developmentally disabled Members when determined by the Claims Administrator to be Medically Necessary and when a successful result cannot be expected for treatment under local Anesthesia, or when a superior result can be expected from treatment under general Anesthesia.

- Assistant at Surgery
  The Claims Administrator will provide coverage for an assistant surgeon's services if:
  - The assistant surgeon actively assists the operating surgeon in the performance of covered Surgery;
  - An intern, resident, or house staff member is not available; and
  - The Member's condition or the type of Surgery must require the active assistance of an assistant surgeon as determined by the Claims Administrator.

  Surgical assistance is not covered when performed by a Professional Provider who themselves performs and bills for another surgical procedure during the same operative session.

- Hospital Admission for Dental Procedures or Dental Surgery
  The Claims Administrator will provide coverage for a Hospital admission in connection with dental procedures or Surgery only when:
  - The Member has an existing non-dental physical disorder or condition; and
  - Hospitalization is Medically Necessary to ensure the Member's health.

  Dental procedures or Surgery performed during such a confinement will only be covered for the services described in "Oral Surgery" and "Assistant at Surgery" provisions.

- Oral Surgery
  The Claims Administrator will provide coverage for Covered Services provided by a Professional Provider and/or Facility Provider for:
  - Orthognathic Surgery - Surgery on the bones of the jaw (maxilla or mandible) to correct their position and/or structure for the following clinical indications only:
    - For accidents: The initial treatment of Accidental Injury/trauma (That is, fractured facial bones and fractured jaws), in order to restore proper function.
    - For congenital defects: In cases where it is documented that a severe congenital defect (That is, cleft palate) results in speech difficulties that have not responded to non-surgical interventions.
    - For chewing and breathing problems: In cases where it is documented (using objective measurements) that chewing or breathing function is materially compromised (defined as greater than two standard deviations from normal) where such compromise is not amenable to non-surgical treatments, and where it is shown that orthognathic Surgery will decrease airway resistance, improve breathing, or restore swallowing.
  - Other Oral Surgery - Defined as Surgery on or involving the teeth, mouth, tongue, lips, gums, and contiguous structures. Covered Service will only be provided for:
    - Surgical removal of impacted teeth which are partially or completely covered by bone;
    - Surgical treatment of cysts, infections, and tumors performed on the structures of the mouth; and
    - Surgical removal of teeth prior to cardiac Surgery, Radiation Therapy or organ transplantation.

  To the extent that the Member has available dental coverage, the Claims Administrator reserves the right to seek recovery from the Provider.

The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may, without consent of or notice to any person, release to or obtain from any other organization or person any information, with respect to any person, which the Claims Administrator deems necessary for such purposes. Any person claiming benefits under this Program shall furnish to the Claims Administrator such information as may be necessary to implement this provision.

- Second Surgical Opinion (Voluntary)
  The Claims Administrator will provide coverage for consultations for Surgery to determine the Medical Necessity of an elective surgical procedure.
  - "Elective Surgery" is that Surgery which is not of an Emergency or life threatening nature;
  - Such Covered Services must be performed and billed by a Professional Provider other than the one who initially recommended performing the Surgery.

Transplant Services
Transplant Services benefits are provided at Facility Providers designated by the Blue Cross and Blue Shield Association as a Blue Distinction Center and Blue Distinction+ Center. The Claims Administrator will provide a list of Facility Providers designated as a Blue Distinction Center and Blue Distinction+ Center. When the Blue Distinction Center or Blue Distinction+ Center facility is more than 100 miles from the Member's residence, certain travel & lodging expenses for the Member and one companion may be reimbursed if pre-authorized by the Claims Administrator. Travel is reimbursed between the Member's home and the facility for round trip (air, train, or bus) transportation costs (coach class only). If traveling by auto to the facility, mileage, parking and toll costs are reimbursed. To be eligible for travel & lodging reimbursement, the Member (or Provider) must pre-authorize evaluation and treatment, the Member must utilize a Blue Distinction Center or Blue Distinction+ Center facility and obtain preauthorization for travel and lodging. If it is determined by the Claims Administrator that the Transplant Services cannot be performed at a Blue Distinction Center or Blue Distinction+ Center, the Covered Person may obtain the Covered Services at a Preferred Facility Provider that is not designated as a Blue Distinction Center or Blue Distinction+ Center. No benefits are payable for Transplant Services provided at a Non-Preferred Facility Provider.

When a Member is the recipient of transplanted human organs, marrow, or tissues, benefits are provided for all Inpatient and Outpatient transplants, which are beyond the Experimental/Investigative stage. Benefits, are also provided for those services to the Member which are directly and specifically related to the covered transplantation. This includes services for the examination of such transplanted organs, marrow, or tissue and the processing of Blood provided to a Member:

- When both the recipient and the donor are Members, the payment of their respective medical expenses shall be covered by their respective benefit programs.
- When only the recipient is a Member, and the donor has no available coverage or source for funding, benefits provided to the donor will be charged against the recipient's coverage under this Program. The donor benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage, or coverage by the Claims Administrator or any government program. When only the recipient is a Member and the donor has available coverage or a source for funding, the donor must use such coverage or source for funding as no benefits are provided to the donor under this Program.

- When only the donor is a Member, the donor is entitled to the benefits of this Program for all related donor expenses, subject to the following additional limitations:
  - The benefits are limited to only those benefits not provided or available to the donor from any other source for funding or coverage in accordance with the terms of this Program; and
  - No benefits will be provided to the donor recipient.
- If any organ or tissue is sold rather than donated to the Member recipient, no benefits will be payable for the purchase price of such organ or tissue.

Treatment for Alcohol Or Drug Abuse And Dependency

- Alcohol Or Drug Abuse And Dependency is a disease that can be described as follows: It is an addiction to alcohol and/or drugs. It is also the compulsive behavior that results from this addiction.
  - This addiction makes it hard for a person to function well with other people.
  - It makes it hard for a person to function well in the work that they do.
  - It will also cause person's body and mind to become quite ill if the alcohol and/or drugs are taken away.
- The Claims Administrator will provide coverage for the care and treatment of Alcohol Or Drug Abuse And Dependency:
  - Provided by a licensed Hospital or licensed Facility Provider or an appropriately licensed behavioral health Provider.
  - Subject to the Maximum(s) shown in the ***Schedule of Covered Services***; and
  - According to the provisions outlined below.
- For maximum benefits, treatment must be received from an In-Network Provider.
- To Access Treatment for Alcohol Or Drug Abuse And Dependency:
  - Call the behavioral health management company at the phone number shown on the Members ID Card.

Upon request, the Claims Administrator will make available the criteria for Medical Necessity determinations made under the Program for Alcohol Or Drug Abuse And Dependency to any current or potential Member, Dependent or In-Network Provider.

- <u>Inpatient Treatment</u>
  - Inpatient Detoxification
    Covered Services include:
    - Lodging and dietary services;
    - Physician, Psychologist, nurse, certified addictions counselor, Master's Prepared Therapists, and trained staff services;
    - Diagnostic x-rays;
    - Psychiatric, psychological and medical laboratory testing; and
    - Drugs, medicines, use of equipment and supplies.

    A Copayment may apply to an In-Network Inpatient Admission, if specified in the ***Schedule of Covered Services***. For purposes of calculating the total Copayment due, any admission occurring within ten calendar days of discharge date from any previous admission shall be treated as part of the previous admission.

  - Hospital and Non-Hospital Residential Treatment
    Hospital or Non-Hospital Residential Treatment of Alcohol Or Drug Abuse And Dependency shall be covered on the same basis as any other illness covered under this Program.

Covered services include:
- Lodging and dietary services;
- Physician, Psychologist, nurse, certified addictions counselor and trained staff services;
- Rehabilitation therapy and counseling;
- Family counseling and intervention;
- Psychiatric, psychological and medical laboratory testing; and
- Drugs, medicines, use of equipment and supplies.

A Copayment may apply to an In-Network Inpatient Admission, if specified in the ***Schedule of Covered Services***. For purposes of calculating the total Copayment due, any admission occurring within ten calendar days of discharge date from any previous admission shall be treated as part of the previous admission.

- Outpatient Treatment
  - Covered services include:
    - Diagnosis and treatment of substance abuse, including Outpatient Detoxification by the appropriately licensed behavioral health Provider;
    - Appropriately licensed behavioral health providers including Physician, Psychologist, nurse, certified addictions counselor, Master's Prepared Therapists, and trained staff services;
    - Telebehavioral Health services;
    - Rehabilitation therapy and counseling;
    - Family counseling and intervention;
    - Psychiatric, psychological and medical laboratory testing; and
    - Medication management and use of equipment and supplies.

OUTPATIENT SERVICES

Unless otherwise specified in this Benefit Booklet, services for Outpatient Care are Covered Services when:
- Deemed Medically Necessary; and
- Billed for by a Provider.

Look in the ***Schedule of Covered Services*** section to find how much of those or other costs the Member is required to share (pay).

Acupuncture
The Claims Administrator will provide coverage for Acupuncture up to the limits specified in the ***Schedule of Covered Services*** for all Covered Services.

Ambulance Services/Transport
The Claims Administrator will provide coverage for ambulance services. However, these services need to be:
- Medically Necessary as determined by the Claims Administrator; and
- Used for transportation in a specially designed and equipped vehicle that is used only to transport the sick or injured and only when the following applies;
  - The vehicle is licensed as an ambulance, where required by applicable law;
  - The ambulance transport is appropriate for the Member's clinical condition;
  - The use of any other method of transportation, such as taxi, private car, wheel-chair van or other type of private or public vehicle transport would endanger the Member's health or be inappropriate for the Member's medical condition; and

- The ambulance transport satisfies the destination and other requirements as stated under Regarding Emergency Ambulance transport or Regarding Non-Emergency Ambulance transports.

In addition, the Claims Administrator will provide coverage for services provided by a licensed Emergency services Provider who initiates necessary intervention to evaluate and, if necessary, stabilize the condition of the Member and subsequently determines the Member does not require transport or the Member refuses to be transported. These services must be Medically Necessary as determined by the Claims Administrator.

Benefits are payable for air or sea ambulance transportation only if the Member's condition, and the distance to the nearest facility able to treat the Member's condition, justify the use of an alternative to land transport.

- Regarding Emergency Ambulance transport: The ambulance must be transporting the Member:
  - From the Member's home, or the scene of an accident or Medical Emergency;
  - To the nearest Hospital, or other Emergency Care Facility, that can provide the Medically Necessary Covered Services for the Member's condition.
- Regarding Non-Emergency Ambulance transports: Non-Emergency air or ground facility transport may be covered when Medically Necessary as determined by the Claims Administrator (For example, sending facility does not have the required services to effectively treat the Member, such as trauma or burn care). Non-Emergency air or ground transport may be covered to transport the Member back to an In-Network Facility Provider as determined by the Claims Administrator, when:
  - The transfer is Medically Necessary (as determined by the Claims Administrator's definition of Medical Necessity); and
  - The Member's medical condition requires uninterrupted care and attendance by qualified medical staff during transport by ground ambulance, or by air transport when transfer cannot be safely provided by land ambulance.

  Non-Emergency ambulance transports are not provided for family members or companions or for the convenience of the Member, the family, or the Provider treating the Member.

Autism Spectrum Disorders (ASD)
The Claims Administrator will provide coverage for the diagnostic assessment and treatment of Autism Spectrum Disorders (ASD) for members.

Diagnostic assessment is defined as Medically Necessary assessments, evaluations or tests performed in accordance with either of the following:
- A documented diagnosis can be made by a qualified licensed treating Professional Provider including a psychiatrist, pediatrician, pediatric neurologist, family practice Physician, child psychiatrist or Psychologist, psychiatric-behavioral health nurse practitioner consistent with state licensing requirements.
- The documented diagnosis incorporates the results of a validated autism assessment measures. Validated autism assessment measures may be performed by a qualified licensed Professional Provider including master's (For example, social worker, licensed professional counselor), Physicians, Psychologists, certified nurse practitioners, or psychiatric mental health nurse practitioners, as is consistent with state licensing requirements.

Treatment of Autism Spectrum Disorders shall be identified in an ASD Treatment Plan and shall include any Medically Necessary Pharmacy Care, Psychiatric Care, Psychological Care,

Rehabilitative Care and Therapeutic Care that is:

- Prescribed, ordered or provided by a licensed Physician, licensed Physician assistant, licensed Psychologist, Licensed Clinical Social Worker or Certified Registered Nurse practitioner;
- Provided by an Autism Service Provider, including a Behavior Specialist;
- Provided by a person, entity or group that works under the direction of an Autism Service Provider; or
- Provided through a school as part of an individualized education program.

An ASD Treatment Plan shall be developed by a licensed Physician or licensed Psychologist pursuant to a comprehensive evaluation or reevaluation performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics. The ASD Treatment Plan may be reviewed by the Claims Administrator once every six months. A more or less frequent review can be agreed upon by the Claims Administrator and the licensed Physician or licensed Psychologist developing the ASD Treatment Plan.

Treatment of Autism Spectrum Disorders will include any of the following Medically Necessary services that are listed in an ASD Treatment Plan developed by a licensed Physician or licensed Psychologist:

- Applied Behavioral Analysis - The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.
    - Pharmacy Care - Medications prescribed by a licensed Physician, licensed physician assistant or Certified Registered Nurse practitioner and any assessment, evaluation or test prescribed or ordered by a licensed Physician, licensed physician assistant or Certified Registered Nurse practitioner to determine the need or effectiveness of such medications. If this Program provides benefits for prescription drugs the ASD medications may be purchased at a pharmacy, subject to the cost-sharing arrangement applicable to the prescription drug coverage. If this Program does not provide coverage for prescription drugs, ASD medications may be purchased at a pharmacy, and the Member will be reimbursed at 100% less the applicable Coinsurance amount shown in the ***Schedule of Covered Services***. Benefits are available for up to a 30 day supply.

- Psychiatric Care - Direct or consultative services provided by a Physician who specializes in psychiatry.
- Psychological Care - Direct or consultative services provided by a Psychologist.
- Rehabilitative Care - Professional services and treatment programs, including applied behavioral analysis, provided by an Autism Service Provider to produce socially significant improvements in human behavior or to prevent loss of attained skill or function.
- Habilitative Care - Health care services provided by an Autism Service Provider that help an individual to keep, learn, or improve skills and functioning for daily living.
- Therapeutic Care - Services provided by speech language pathologists, occupational therapists or physical therapists.

Upon full or partial denial of coverage for any Autism Spectrum Disorders benefits, a Member shall be entitled to file an appeal. The appeal process will:

- Provide internal review followed by independent external review; and
- Have levels, expedited and standard appeal time frames, and other terms established by the Claims Administrator consistent with applicable Pennsylvania and federal law.

Appeal filing procedures will be described in notices denying any Autism Spectrum Disorders benefits. Full appeal process descriptions will be provided after a new appeal is initiated and can also be obtained at any time by contacting Member Services.

Colorectal Cancer Screening

The Claims Administrator will provide coverage for colorectal cancer screening for Symptomatic Members, Nonsymptomatic Members over age 50, and Nonsymptomatic Members under age 50 who are at high risk or increased risk for colorectal cancer. Coverage for colorectal cancer screening must be in accordance with the current American Cancer Society guidelines, and consistent with approved medical standards and practices. The method and frequency of screening to be utilized shall be:

- Coverage for Symptomatic Members shall include a colonoscopy, sigmoidoscopy or any combination of colorectal cancer screening tests at a frequency determined by a treating Physician.
- Coverage for Nonsymptomatic Members over age 50 shall include, but not be limited to:
  - An annual fecal occult blood test;
  - A sigmoidoscopy, a screening barium enema, or a test consistent with approved medical standards and practices to detect colon cancer, at least once every five years; and
  - A colonoscopy at least once every ten years.
- Coverage for Nonsymptomatic Members under age 50 who are at high or increased risk for colorectal cancer shall include a colonoscopy or any combination of colorectal cancer screening tests.

"Nonsymptomatic Member at high or increased risk" means a Member who poses a higher than average risk for colorectal cancer according to the current American Cancer Society guidelines on screening for colorectal cancer.

"Symptomatic Member" means a Member who experiences a change in bowel habits, rectal bleeding or persistent stomach cramps, weight loss or abdominal pain.

Consumable Medical Supplies

The Claims Administrator will provide coverage for the purchase of Consumable Medical Supplies when:

- It is used in the Member's home; and
- It is obtained through a Professional Provider.

Day Rehabilitation Program

The Claims Administrator will provide coverage for a Medically Necessary Day Rehabilitation Program when provided by a Facility Provider under the following conditions:

- Intensity of need for therapy: The Member must require intensive Therapy services, such as Physical, Occupational and/or speech Therapy 5 days per week for 4 to 7 hours per day;
- Ability to communicate: The Member must have the ability to communicate (verbally or non-verbally); their needs; they must also have the ability to consistently follow directions and to manage their own behavior with minimal to moderate intervention by professional staff;
- Willingness to participate: The Member must be willing to participate in a Day Rehabilitation Program; and

- Family support: The Member's family must be able to provide adequate support and assistance in the home and must demonstrate the ability to continue the rehabilitation program in the home.

Limitations: This benefit is subject to the limits shown in the ***Schedule of Covered Services***.

Diabetic Education Program
When prescribed by a Professional Provider legally authorized to prescribe such items under law, the Claims Administrator will provide coverage for diabetes Outpatient self-management training and education, including medical nutrition, for the treatment of:
- Insulin-dependent diabetes;
- Insulin-using diabetes;
- Gestational diabetes; and
- Noninsulin-using diabetes.

When Physician certification must occur: The attending Physician must certify that a Member requires diabetic education on an Outpatient basis, under the following circumstances:
- Upon the initial diagnosis of diabetes;
- Upon a significant change in the Member's symptoms or condition; or
- Upon the introduction of new medication or a therapeutic process in the treatment or management of the Member's symptoms or condition.

Requirements that must be met: Outpatient diabetic education services will be covered when they meet specific requirements.
- These requirements are based on the certification programs for Outpatient diabetic education developed by the American Diabetes Association and the Pennsylvania Department of Health.
- Specific requirements: Outpatient diabetic education services and education program must:
  - Be provided by an In-Network Provider; and
  - Be conducted under the supervision of a licensed health care professional with expertise in diabetes, and subject to the requirements of the Claims Administrator.

Covered services include Outpatient sessions that include, but may not be limited to, the following information:
- Initial assessment of the Member's needs;
- Family involvement and/or social support;
- Psychological adjustment for the Member;
- General facts/overview on diabetes;
- Nutrition including its impact on blood glucose levels;
- Exercise and activity;
- Medications;
- Monitoring and use of the monitoring results;
- Prevention and treatment of complications for chronic diabetes, (That is, foot, skin and eye care);
- Use of community resources; and
- Pregnancy and gestational diabetes, if applicable.

Diabetic Equipment and Supplies
- Coverage and costs: The Claims Administrator will provide coverage for diabetic equipment and supplies purchased from a Durable Medical Equipment Provider. This is subject to any applicable Deductible, Copayment and/or Coinsurance requirements applicable to Durable Medical Equipment benefits.

- When diabetic equipment and supplies can be purchased at a pharmacy: If this Program provides benefits for prescription drugs (other than coverage for insulin and oral agents only):
  - Certain Diabetic Equipment and Supplies, including insulin and oral agents, may be purchased at a pharmacy, if available;
  - This will be subject to the cost-sharing arrangements, applicable to the prescription drug coverage.
- When diabetic equipment and supplies are not available at a pharmacy:
  - The diabetic equipment and supplies will be provided under the Durable Medical Equipment benefit;
  - This will be subject to the cost-sharing arrangements applicable to Durable Medical Equipment.
- Covered Diabetic Equipment:
  - Blood glucose monitors;
  - Insulin pumps;
  - Insulin infusion devices; and
  - Orthotics and podiatric appliances for the prevention of complications associated with diabetes.
- Covered Diabetic Supplies:
  - Blood testing strips;
  - Visual reading and urine test strips;
  - Insulin and insulin analogs*;
  - Injection aids;
  - Insulin syringes;
  - Lancets and lancet devices;
  - Monitor supplies;
  - Pharmacological agents for controlling blood sugar levels*; and
  - Glucagon emergency kits.

* **Note:** If this Program does not provide coverage for prescription drugs, insulin and oral agents are covered as provided under the "Insulin and Oral Agents" benefits.

Diagnostic Services

The Claims Administrator will provide coverage for the following Diagnostic Services, when ordered by a Professional Provider and billed by a Professional Provider, and/or a Facility Provider:

- Routine Diagnostic Services, including, but not limited to:
  - Routine radiology: Consisting of x-rays, mammograms, ultrasound, and nuclear medicine;
  - Routine medical procedures: Consisting of ECG, EEG and other diagnostic medical procedures approved by the Claims Administrator; and
  - Allergy testing: Consisting of percutaneous, intracutaneous and patch tests.
- Non-Routine Diagnostic Services, including, but not limited to:
  - Nuclear Cardiology Imaging;
  - MRI/MRA;
  - CT Scans;
  - PET Scans; and
  - Sleep Studies.
- Diagnostic laboratory and pathology tests.
- Genetic testing and counseling.

This includes services provided to a Member at risk for a specific disease that is a result of:
- Family history; or
- Exposure to environmental factors that are known to cause physical or mental disorders.

When clinical usefulness of specific genetic tests has been established by the Claims Administrator, these services are covered for the purpose of:
- Diagnosis;
- Screening;
- Predicting the course of a disease;
- Judging the response to a therapy;
- Examining risk for a disease; or
- Reproductive decision-making.

Durable Medical Equipment
The Claims Administrator will provide coverage for the rental or, at the option of the Claims Administrator, the purchase of Durable Medical Equipment when:
- Prescribed by a Professional Provider and required for therapeutic use; and
- Determined to be Medically Necessary by the Claims Administrator.

Although an item may be classified as Durable Medical Equipment it may not be covered in every instance. Durable Medical Equipment, as defined in the ***Important Definitions*** section, that includes equipment that meets the following criteria:
- It is durable and can withstand repeated use. An item is considered durable if it can withstand repeated use, (That is, the type of item that could normally be rented). Medical Supplies of an expendable nature are not considered "durable" (For example, see the "Non-reusable supplies" provisions of the "Durable Medical Equipment" exclusion of the ***Exclusions - What Is Not Covered*** section of this Program);
- It customarily and primarily serves a medical purpose;
- It is generally not useful to a person without an illness or injury. The item must be expected to make a meaningful contribution to the treatment of the Member's illness, injury, or to improvement of a malformed body part; and
- It is appropriate for home use.

- Replacement and Repair:
  The Claims Administrator will provide coverage for the repair or replacement of Durable Medical Equipment when the equipment does not function properly; and is no longer useful for its intended purpose, in the following limited situations:
  - Due to a change in a Member's condition: When a change in the Member's condition requires a change in the Durable Medical Equipment the Claims Administrator will provide repair or replacement of the equipment;
  - Due to breakage: When the Durable Medical Equipment is broken due to significant damage, defect, or wear, the Claims Administrator will provide repair or replacement only if the equipment's warranty has expired and it has exceeded its reasonable useful life as determined by the Claims Administrator.

  Breakage under warranty: If the Durable Medical Equipment breaks while it is under warranty, replacement and repair is subject to the terms of the warranty. Contacts with the manufacturer or other responsible party to obtain replacement or repairs based on the warranty are the responsibility of:
  - The Claims Administrator in the case of rented equipment; and
  - The Member in the case of purchased equipment.

Breakage during reasonable useful lifetime: The Claims Administrator will not be responsible if the Durable Medical Equipment breaks during its reasonable useful lifetime for any reason not covered by warranty. (For example, the Claims Administrator will not provide benefits for repairs and replacements needed because the equipment was abused or misplaced.)

Cost to repair vs. cost to replace: The Claims Administrator will provide benefits to repair Durable Medical Equipment when the cost to repair is less than the cost to replace it. For purposes of replacement or repair of Durable Medical Equipment:

- Replacement means the removal and substitution of Durable Medical Equipment or one of its components necessary for proper functioning;
- A repair is a restoration of the Durable Medical Equipment or one of its components to correct problems due to wear or damage or defect.

Emergency Care Services

- The In-Network level of benefits provided: Benefits for Emergency Care Services provided by a Hospital Emergency Room or other Outpatient Emergency Facility are provided by the Claims Administrator. They are provided at the In-Network level of benefits, regardless of whether the Member is treated by an In-Network or Out-of-Network Provider.
- Where to call and where to go: If Emergency Services are required, whether the Member is located in or outside the Personal Choice Network service area: Call 911 or seek treatment immediately at the emergency department of the closest Hospital or Outpatient Emergency Facility.
- What Emergency Care is: Emergency Care services are Outpatient services and supplies provided by a Hospital or Facility Provider and/or Professional Provider for initial treatment of the Emergency.
- Examples of an Emergency include:
  - Heart attack;
  - Loss of consciousness or respiration;
  - Cardiovascular accident;
  - Convulsions;
  - Severe Accidental Injury; and
  - Other acute medical conditions as determined by the Claims Administrator.

Note: Should any dispute arise as to whether an Emergency existed or as to the duration of an Emergency: The determination by the Claims Administrator shall be final.

Gender Dysphoria and Sexual Reassignment Therapy

The Claims Administrator provides coverage for treatment of gender dysphoria including coverage for psychotherapy visits and hormone replacement therapy for all Members and Dependents. The Claims Administrator also provides coverage for surgical procedures to treat gender dysphoria for Members and Dependents where the services are prescribed by a licensed treating Provider acting within their scope of practice (in such cases, these services are treated as Medically Necessary), including:

- Genital reconstruction for male to female gender reassignment and female to male gender reassignment;
- Transmasculine and transfeminine top surgery;
- Facial reshaping; and
- Laryngeal shaving.

The Claims Administrator covers additional services to treat gender dysphoria when determined to be Medically Necessary for Members and Dependents.

Home Health Care

- Covered Services: The Claims Administrator will provide coverage for the following services when performed by a licensed Home Health Care Provider:
  - Professional services of appropriately licensed and certified individuals;
  - Intermittent skilled nursing care;
  - Physical Therapy;
  - Speech Therapy;
  - Well mother/well baby care following release from an Inpatient maternity stay; and
  - Care within 48 hours following release from an Inpatient Admission when the discharge occurs within 48 hours following a mastectomy.
- Regarding well mother/well baby care: With respect to well mother/well baby care following early release from an Inpatient maternity stay, Home Health Care services must be provided within 48 hours if:
  - Discharge occurs earlier than 48 hours of a vaginal delivery; or
  - Discharge occurs earlier than 96 hours of a cesarean delivery.

  No cost-sharing shall apply to these benefits when they are provided after an early discharge from the Inpatient maternity stay.
- Regarding other medical services and supplies: The Claims Administrator will also provide coverage for certain other medical services and supplies, when provided along with a primary service. Such other services and supplies include:
  - Occupational Therapy;
  - Medical social services; and
  - Home health aides in conjunction with skilled services and other services which may be approved by the Claims Administrator.
- Regarding Medical Necessity: Home Health Care benefits will be provided only when prescribed by the Member's attending Physician, in a written Plan Of Treatment and approved by the Claims Administrator as Medically Necessary.
- Regarding the issue of being confined: There is no requirement that the Member be previously confined in a Hospital or Skilled Nursing Facility prior to receiving Home Health Care.
- Regarding being Homebound: With the exception of Home Health Care provided to a Member, immediately following an Inpatient release for maternity care, the Member must be Homebound in order to be eligible to receive Home Health Care benefits by a Home Health Care Provider.

Injectable Medications

The Claims Administrator will provide coverage for injectable medications required in the treatment of an injury or illness when administered by a Professional Provider.

- Specialty Drugs
  - Refer to a medication that meets certain criteria including, but not limited to:
    - The drug is used in the treatment of a rare, complex, or chronic disease;
    - A high level of involvement is required by a healthcare provider to administer the drug;
    - Complex storage and/or shipping requirements are necessary to maintain the drug's stability;
    - The drug requires comprehensive patient monitoring and education by a healthcare provider regarding safety, side effects, and compliance; and
    - Access to the drug may be limited.

- Specialty Drugs can be categorized into different drug classes, including Gene Replacement Therapies. To obtain a list of Specialty Drugs please logon to www.ibx.com/resources/for-providers/policies-and-guidelines/pharmacy-information/specialty-drugs or call the Customer Service telephone number shown on the Member's Identification Card.
- Gene Replacement Therapies are eligible for coverage under the medical benefit and require Precertification from the Claims Administrator. The Claims Administrator has an established network of providers to administer Gene Replacement Therapies and can be found at: Gene-based therapies | Independence Blue Cross (ibx.com). Gene Replacement Therapies that are eligible for coverage are included on the Precertification list. This list can be found at: https://www.ibx.com/resources/for-providers/policies-and-guidelines/operations-management/preapproval-requirements.
- Copayments and Coinsurance apply:
  - The purchase of all Specialty Drugs is subject to:
    - A Copayment, if dispensed by an In-Network Provider; or
    - Coinsurance, if dispensed by an Out-of-Network Provider.
  - The Copayment and Coinsurance amounts are shown in the ***Schedule of Covered Services***.
- Copayment and Coinsurance amounts will apply:
  - To each 30 day supply of medication dispensed for medications administered on a regularly scheduled basis; or
  - To each course/series of injections if administered on an intermittent basis.

  A 90 day supply of medication may be dispensed for some medications that are used for the treatment of a chronic illness; in such a case, the Member will be subject to three Copayments, if applicable.

- Dual Coverage

  Coverage and costs: The Claims Administrator will provide coverage for an injectable medication in accordance with Medical Policy coverage criteria and the terms and conditions of this Benefit Booklet. This is subject to any applicable Deductible, Copayment and/or Coinsurance or Precertification requirements:
  - If the drug is covered under the "Injectable Medication" benefit of this Benefit Booklet and is administered by a healthcare Provider in a Hospital Outpatient facility, provider's office, ambulatory (or free-standing) infusion suite, home (through a home infusion vendor), inpatient Hospital, or any other health care facility, this drug is eligible for coverage under the medical benefit:
    - Injectable medications are subject to the cost-share specified in the ***Schedule of Covered Services***.
  - Certain injectable medications may have a different formulation that is deemed eligible for coverage under the prescription drug benefit, if the benefit exists for the drug and if the Member can safely self-administer the drug without the assistance of a healthcare Provider, in accordance with the drug's prescribing information:
    - Self-administered drugs are subject to the cost-sharing associated with the terms of the Member's prescription drug benefit.

  Cost-sharing amounts for a drug that may be eligible for coverage under the Member's medical benefit or prescription drug benefit may vary. Members should discuss these coverage options with their healthcare Provider. Member financial responsibilities (including Deductible, Copayment, and/or Coinsurance) depend on the terms and conditions of the Member's applicable benefit. These terms and conditions are subject to change.

- Standard Injectable Drugs
  - Standard Injectable Drugs refer to a medication that is either injectable or infusible, but is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug.
  - Standard Injectable Drugs include, but are not limited to:
    - Allergy injections and extractions; and
    - Injectable medications such as antibiotics and steroid injections that are administered by a Professional Provider.
  - Self-Administered Prescription Drugs generally are not covered.
  - For more information on Self-Administered Prescription Drugs:
    - Please refer to the ***Exclusions - What Is Not Covered*** section and the description of "Insulin and Oral Agents" coverage in the ***Description of Covered Services*** section.

Insulin and Oral Agents
The Claims Administrator will provide coverage for insulin and oral agents to control blood sugar as prescribed by a Physician and dispensed by a licensed pharmacy. Benefits are available for up to a 30 day supply when dispensed from a retail pharmacy.

Medical Foods and Nutritional Formulas
- The Claims Administrator will provide coverage for Medical Foods when provided for the therapeutic treatment of inherited errors of metabolism (IEMs) such as:
  - Phenylketonuria;
  - Branched-chain ketonuria;
  - Galactosemia; and
  - Homocystinuria.

  Coverage is provided when administered on an Outpatient basis, either orally or through a tube.

- The Claims Administrator will provide coverage for Nutritional Formulas when the Nutritional Formula is administered through a tube.

- The Claims Administrator will provide coverage for oral elemental formulas for an infant or child suffering from Severe Systemic Protein Allergy, food protein-induced enterocolitis syndrome, eosinophilic disorders, or short-bowel syndrome that do not respond to treatment with standard milk or soy protein formulas and casein hydrolyzed formulas.

- The Claims Administrator will provide coverage for Medical Foods and Nutritional Formulas when provided through a Durable Medical Equipment supplier or in connection with Infusion Therapy as provided for in this Program.

An estimated basal caloric requirement for Medical Foods and Nutritional Formula is not required for those with IEMs, or for when administered through a tube.

Non-Surgical Dental Services
The Claims Administrator will provide coverage only for:
- The initial treatment of Accidental Injury/trauma, (That is, fractured facial bones and fractured jaws), in order to restore proper function.

  Restoration of proper function includes the dental services required for the initial restoration or replacement of Sound Natural Teeth, required for the initial treatment for the Accidental Injury/trauma.

This includes:
- The first caps;
- Crowns;
- Bridges; and
- Dentures (but not dental implants).

- The preparation of the jaws and gums required for initial replacement of Sound Natural Teeth. Injury as a result of chewing or biting is not considered an Accidental Injury. See the exclusion of dental services in the ***Exclusions - What Is Not Covered*** section for more information on what dental services are not covered.

Orthotics (Devices Used for Support of Bones and Joints)
The Claims Administrator will provide coverage for:
- The first purchase and fitting: This is the initial purchase and fitting (per medical episode) of orthotic devices which are Medically Necessary as determined by the Claims Administrator. This does not include foot orthotics, unless the Member requires foot orthotics as a result of diabetes.
- Replacements due to growth: The replacement of covered orthotics for Dependent children when required due to natural growth.

Podiatric Care
The Claims Administrator will provide coverage for:
- Capsular or surgical treatment of bunions;
- Ingrown toenail Surgery; and
- Other non-routine Medically Necessary foot care.

In addition, for Members with peripheral vascular and/or peripheral neuropathic diseases, including but not limited to diabetes, benefits for routine foot care services are covered.

Private Duty Nursing Services
The Claims Administrator will provide coverage up to the number of hours as specified in the ***Schedule of Covered Services*** for Outpatient services for Private Duty Nursing performed by a Licensed Registered Nurse (RN) or a Licensed Practical Nurse (LPN) when ordered by a Physician and which are Medically Necessary as determined by the Claims Administrator.

Prosthetic Devices
The Claims Administrator will provide coverage for expenses Incurred for Prosthetic Devices (except dental prostheses) required as a result of illness or injury. Expenses for Prosthetic Devices are subject to medical review by the Claims Administrator to determine eligibility and Medical Necessity.

Such expenses may include, but not be limited to:
- The purchase, fitting, necessary adjustments and repairs of Prosthetic Devices which replace all or part of an absent body organ including contiguous tissue or which replace all or part of the function of an inoperative or malfunctioning body organ;
- The supplies and replacement of parts necessary for the proper functioning of the Prosthetic Device. Except coverage is not available for enhancements or deluxe supplies or convenience features that do not serve or contribute towards any clinically established physiological and/or functional improvements;
- Breast prostheses required to replace the removed breast or portions thereof as a result of mastectomy and prostheses inserted during reconstructive Surgery incident and subsequent to mastectomy; and

- Benefits are provided for the following visual Prosthetics when Medically Necessary and prescribed for one of the following conditions:
  - Initial contact lenses prescribed for treatment of infantile glaucoma;
  - Initial pinhole glasses prescribed for use after Surgery for detached retina;
  - Initial corneal or scleral lenses prescribed:
    - In connection with the treatment of keratoconus; or
    - To reduce a corneal irregularity other than astigmatism;
  - Initial scleral lenses prescribed to retain moisture in cases where normal tearing is not present or adequate; and
  - Initial pair of basic eyeglasses when prescribed to perform the function of a human lens (aphakia) lost as a result of:
    - Accidental Injury;
    - Trauma; or
    - Ocular Surgery.

  The repair and replacement provisions do not apply to this item.

Benefits for replacement of a Prosthetic Device or its parts will be provided:
- When there has been a significant change in the Member's medical condition that requires the replacement;
- If the prostheses breaks because it is defective;
- If the prostheses breaks because it exceeds its life expectancy, as determined by the manufacturer; or
- For a Dependent's child due to the normal growth process when Medically Necessary.

The Claims Administrator will provide benefits to repair Prosthetic Devices when the cost to repair is less than the cost to replace it. For purposes of replacement or repair of the prostheses, replacement means the removal and substitution of the prostheses or one of its components necessary for proper functioning. A repair is a restoration of the prostheses or one of its components to correct problems due to wear or damage. However, the Claims Administrator will not provide benefits for repairs and replacements needed because the prostheses was abused or misplaced.

If a Prosthetic Device breaks and is under warranty, it is the responsibility of the Member to work with the manufacturer to replace or repair it.

Specialist Office Visits
The Claims Administrator will provide coverage for Specialist Services Medical Care provided in the office by a Provider other than a Primary Care Provider.

For the purpose of this benefit "in the office" includes:
- Medical Care visits to a Provider's office;
- Medical Care visits by a Provider to the Member's residence; or
- Medical Care consultations by a Provider on an Outpatient basis.

Spinal Manipulation Services
The Claims Administrator will provide coverage for the detection and correction of structural imbalance or dislocation (subluxation) of the Member's spine resulting from, or related to any of the following:
- Distortion of, or in, the vertebral column;
- Misalignment of, or in, the vertebral column; or
- Dislocation (Subluxation) of, or in, the vertebral column.

The detection and correction can be done by: Manual or mechanical means (by hand or machine).

This service will be provided for, up to the limits specified in the ***Schedule of Covered Services*** for spinal manipulations.

Therapy Services
The Claims Administrator will provide coverage, subject to the Benefit Period Maximums specified in the ***Schedule of Covered Services***, for the following services prescribed by a Physician and performed by a Professional Provider, a therapist who is registered or licensed by the appropriate authority to perform the applicable therapeutic service, and/or Facility Provider, which are used in treatment of an illness or injury to promote recovery of the Member.

- Cardiac Rehabilitation Therapy
  Refers to a medically supervised rehabilitation program designed to improve a patient's tolerance for physical activity or exercise.

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells. The cost of these drugs/biologics is covered, provided if it meets all of the criteria listed below:
  - Drugs/biologics are approved by the U.S. Food and Drug Administration (FDA) as antineoplastic agents;
  - The FDA approved use is based on reliable evidence demonstrating positive effect on health outcomes and/or the use is supported by the established referenced Compendia identified in the Claims Administrator's policies; and
  - Drugs/biologics are eligible for coverage when they are injected or infused into the body by a Professional Provider.

  Note: If this Program does not provide coverage for prescription drugs, oral antineoplastic agents are covered as provided under the benefits described above.

- Dialysis
  The treatment of acute renal failure or chronic irreversible renal insufficiency for removal of waste materials from the body by hemodialysis, peritoneal dialysis, hemoperfusion, or chronic ambulatory peritoneal dialysis (CAPD), or continuous cyclical peritoneal dialysis (CCPD).

- Infusion Therapy
  The infusion of drug, hydration, or nutrition (parenteral or enteral) into the body by a Professional Provider. Infusion therapy includes all professional services, supplies, and equipment that are required to safely and effectively administer the therapy. Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to prepare the drug, administer the infusion, and monitor the Member. The type of Professional Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- Occupational Therapy
  Includes treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living. Coverage will also include services rendered by a registered, licensed occupational therapist.

- Orthoptic/Pleoptic Therapy
  Includes treatment through an evaluation and training session program for the correction of oculomotor dysfunction as a result of a vision disorder, eye Surgery, or injury resulting in the lack of vision depth perception.

- Physical Therapy
  Includes treatment by physical means, heat, hydrotherapy or similar modalities, physical agents, bio-mechanical and neuro-physiological principles, and devices to relieve pain, restore maximum function, and prevent disability following disease, injury, or loss of body part, including the treatment of functional loss following hand and/or foot Surgery.

- Pulmonary Rehabilitation Therapy
  Includes treatment through a multidisciplinary program which combines Physical Therapy with an educational process directed towards the stabilization of pulmonary diseases and the improvement of functional status.

- Radiation Therapy
  The treatment of disease by x-ray, radium, radioactive isotopes, or other radioactive substances regardless of the method of delivery, including the cost of radioactive materials supplied and billed by the Provider.

- Speech Therapy
  Includes treatment for the correction of a speech impairment resulting from disease, Surgery, injury, congenital anomalies, or previous therapeutic processes. Coverage will also include services by a speech therapist.

Travel and Lodging
The Claims Administrator will provide coverage for eligible travel and lodging expenses for Medical Care that is unavailable to be performed by an In-Network Provider within 100 miles of the Member's home address; or through virtual care. The travel and lodging benefit as defined by the Claims Administrator covers eligible expenses for the treatment of all Covered Expenses under this Program up to the Maximums specified in the *Schedule of Covered Services*. Services provided and travel/lodging benefits must comply with all applicable laws, including being legally permissible in the state where they are obtained.

- Travel allowances:
  - Travel is reimbursed between the Member's home and the treatment facility for round trip (air, train, bus, rideshare) transportation costs. Airfare must be for a regularly scheduled commercial flight (economy/coach class ticket only; one bag per Member, one bag for companion for each flight). If traveling by car to the treatment facility, mileage, parking, and toll costs are eligible for reimbursement. Mileage reimbursement will be based on the current Internal Revenue Service (IRS) medical mileage reimbursement. Please refer to the IRS website, www.irs.gov, for current rates; and
  - Reimbursement of eligible expenses Incurred by a Member and companion for lodging at a hotel/motel while away from home is set at the Maximums specified in the ***Schedule of Covered Services***;

- Companion: Coverage is provided if the companion's presence is necessary for the Member to receive services. Benefits are limited to one companion;
- Limits:
  - The Program covers travel and lodging costs up to the IRS limits in place on the date the expense is Incurred. The per day limits and requirements can change if IRS regulations change. Please refer to the IRS website, www.irs.gov, for details. This summary is not and should not be assumed to be, tax advice;
- Members are required to fill out and file the 'Medical Travel Claim Form' and submit to the Claims Administrator; and
- There is no Member cost-sharing associated with this travel and lodging benefit. However, the satisfaction of any applicable In-Network Deductible is required.

Urgent Care Centers

The Claims Administrator will provide coverage for Urgent Care Centers, when Medically Necessary as determined by the Claims Administrator.

- Urgent Care Centers are designed to offer immediate evaluation and treatment for health conditions that require medical attention:
  - In a non-Emergency situation;
  - That cannot wait to be addressed by the Member's Professional Provider or Retail Clinic.

Cost-sharing requirements are specified in the ***Schedule of Covered Services***.

Virtual Care Services

- Services Provided by a contracted vendor
  Virtual care services are provided by contracted vendors who are licensed to provide standard medical assessments, treatments, care and services to patients via the telephone or secure video when a Professional Provider is unavailable or inaccessible. These licensed Providers do not replace an existing Professional Provider relationship but enhances it with an efficient, convenient alternative for non-emergency medical problems. The applicable vendor Provider cost-sharing requirements are specified in the ***Schedule of Covered Services***. The Member will pay the applicable cost-sharing via credit or debit card prior to the consultation.
- Benefits Provided by Professional Provider
  Virtual care services are also covered, when provided by a Professional Provider and subject to the relevant cost-share applicable to that Provider. The Provider's eligibility will be determined by the Claims Administrator in the Claims Administrator's policies, who is licensed in the state where the virtual care service is being offered. Virtual care services are covered when the encounter takes place via a secure Health Insurance Portability and Accountability Act (HIPAA) - compliant interactive audio and video telecommunications system as specified in the Claims Administrator's policies.

EXCLUSIONS – WHAT IS NOT COVERED

Except as specifically provided in this Benefit Booklet, no benefits will be provided for services, supplies or charges:

Alternative Therapies/Complementary Medicine
For Alternative Therapies/Complementary Medicine, including but not limited to:
- Music therapy;
- Dance therapy;
- Equestrian/hippotherapy;
- Homeopathy;
- Primal therapy;
- Rolfing;
- Psychodrama;
- Vitamin or other dietary supplements and therapy;
- Naturopathy;
- Hypnotherapy;
- Bioenergetic therapy;
- Qi Gong;
- Ayurvedic therapy;
- Aromatherapy;
- Massage therapy;
- Therapeutic touch;
- Recreational, wilderness, educational and sleep therapies.

Ambulance Services/Transport
For ambulance services/transport except as specifically provided under this Program.

Assisted Fertilization Techniques
For assisted fertilization techniques such as, but not limited to, in-vitro fertilization, gamete intra-fallopian transfer (GIFT) and zygote intra-fallopian transfer (ZIFT).

Autism
- For the diagnosis and treatment of Autism Spectrum Disorders that is not included in the ASD Treatment Plan for Autism Spectrum Disorders.

Benefit Maximums
For charges Incurred for expenses in excess of Benefit Maximums as specified in the ***Schedule of Covered Services***.

Cognitive Rehabilitation Therapy
For Cognitive Rehabilitation Therapy, except when provided integral to other supportive therapies, such as, but not limited to physical, occupational and speech therapies in a multidisciplinary, goal-oriented and integrated treatment program designed to improve management and independence following neurological damage to the central nervous system caused by illness or trauma (For example: stroke, acute brain insult, encephalopathy).

Consumable Medical Supplies
For Consumable Medical Supplies, any item that meets the following criteria is not a covered Consumable Medical Supply and will not be covered:
- The item is for comfort or convenience.
- The item is not primarily medical in nature. Items not covered include, but are not limited to:
  - Ear plugs;
  - Ice pack;
  - Silverware/utensils;
  - Feeding chairs; and
  - Toilet seats.
- The item has features of a medical nature which are not required by the member's condition.
- The item is generally not prescribed by an eligible Provider.

Some examples of not covered Consumable Medical Supplies are:
- Incontinence pads;
- Lamb's wool pads;
- Face masks (surgical);
- Disposable gloves, sheets and bags;
- Bandages;
- Antiseptics; and
- Skin preparations.

Correctional Facility
- While a Member is incarcerated in any adult or juvenile penal or correctional facility or institution; or
- Care for conditions that federal, state or local law requires to be treated in a public facility.

Cosmetic Surgery
For services and operations for cosmetic purposes
- Which are done to improve the appearance of any portion of the body; and
- From which no improvement in physiologic function can be expected.

However, benefits are payable to correct:
- A condition resulting from an accident; and
- Functional impairment which results from a covered disease, injury or congenital birth defect.

This exclusion does not apply to mastectomy related charges as provided for and defined in the "Surgical Services" section in the ***Description of Covered Services***.

Cranial Prostheses (Including Wigs)
For cranial prostheses, including wigs intended to replace hair.

Dental Care
- For dental services related to:
  - The care, filling, removal or replacement of teeth, including dental implants to replace teeth or to treat congenital anodontia, ectodermal dysplasia or dentinogenesis imperfecta; and
  - The treatment of injuries to or diseases of the teeth, gums or structures directly supporting or attached to the teeth, except as otherwise specifically stated in this Benefit Booklet.

- Specific services not covered include, but are not limited to (unless otherwise described in this Benefit Booklet):
  - Apicoectomy (dental root resection);
  - Prophylaxis of any kind;
  - Root canal treatments;
  - Soft tissue impactions;
  - Alveolectomy;
  - Bone grafts or other procedures provided to augment an atrophic mandible or maxilla in preparation of the mouth for dentures or dental implants; and
  - Treatment of periodontal disease;
- For dental implants for any reason.
- For dentures, unless for the initial treatment of an Accidental Injury/trauma.
- For Orthodontic treatment, except for appliances used for palatal expansion to treat congenital cleft palate.
- For injury as a result of chewing or biting (neither is considered an Accidental Injury).

Diagnostic Screening Examinations
For diagnostic screening examinations, except for mammograms and preventive care as provided in the "Primary and Preventive Care", "Women's Preventive Care" and "Diagnostic Services" subsections of the ***Description of Covered Services***.

Drugs, Biologics, and Gene Therapies That Have Not Received Final/Standard/Traditional FDA Approval
For drugs, biologics, or gene therapies, **with the exception of cancer treatments**, that receive an accelerated approval based on surrogate endpoints with the requirement by the FDA to perform confirmatory trials to demonstrate clinical benefits **and not** of a final, standard, traditional FDA approval **for a period of 18 months after the accelerated approval.**

Monoclonal antibodies directed against amyloid for the treatment of Alzheimer's disease (For example, aducsnumab-avwa)

Delandistrogene moxeparvovec

Tofersen

Exon skipping drugs for Duchenne Muscular Dystrophy (DMD) (For example, Eteplirsen, Golodirsen, Viltolarsen, Casimersen)

Lecanemab-irmb (Leqembi)

Durable Medical Equipment
For the following examples of equipment that do not meet the definition of Durable Medical Equipment include, but are not limited to:
- Comfort and convenience items, such as massage devices, portable whirlpool pumps, telephone alert systems, bed-wetting alarms, and ramps.
- Equipment used for environmental control, such as air cleaners, air conditioners, dehumidifiers, portable room heaters, and heating and cooling plants.
- Equipment inappropriate for home use. This is an item that generally requires professional supervision for proper operation, such as:
  - Diathermy machines;
  - Medcolator;
  - Data transmission devices used for telemedicine purposes;

  - Pulse tachometer;
  - Translift chairs; and
  - Traction units.
- Non-reusable supplies other than a supply that is an integral part of the Durable Medical Equipment item required for the Durable Medical Equipment function. This means the equipment is not durable or is not a component of the Durable Medical Equipment.
- Equipment that is not primarily medical in nature. Equipment which is primarily and customarily used for a non-medical purpose may or may not be considered "medical" in nature. This is true even though the item may have some medically related use. Such items include, but are not limited to:
  - Equipment For Safety;
  - Exercise equipment;
  - Speech teaching machines;
  - Strollers;
  - Toileting systems;
  - Electronically-controlled heating and cooling units for pain relief;
  - Bathtub lifts;
  - Stairglides; and
  - Elevators.
- Equipment with features of a medical nature which are not required by the Member's condition, such as a gait trainer. The therapeutic benefits of the item cannot be clearly disproportionate to its cost, if there exists a Medical Necessity and realistically feasible alternative item that serves essentially the same purpose.
- Duplicate equipment for use when traveling or for an additional residence, whether or not prescribed by a Professional Provider.
- Services not primarily billed for by a Provider such as delivery, set-up and service activities and installation and labor of rented or purchased equipment.
- Modifications to vehicles, dwellings and other structures. This includes any modifications made to a vehicle, dwelling or other structure to accommodate a Member's disability or any modifications made to a vehicle, dwelling or other structure to accommodate a Durable Medical Equipment item, such as customization to a wheelchair.

Effective Date
Which were Incurred prior to the Member's Effective Date of coverage.

Experimental/Investigative
Which are Experimental/Investigative in nature, except, as approved by the Claims Administrator, Routine Patient Costs Associated With Qualifying Clinical Trials that meets the definition of a Qualifying Clinical Trial under this Benefit Booklet.

Foot Orthotics
For supportive devices for the foot (orthotics), such as, but not limited to:
- Foot inserts;
- Arch supports;
- Heel pads and heel cups; and
- Orthopedic/corrective shoes.

This exclusion does not apply to orthotics and podiatric appliances required for the prevention of complications associated with diabetes.

Hearing Aids
For hearing or audiometric examinations, and Hearing Aids and the fitting thereof; and, routine examinations. Services and supplies related to these items are not covered.

Cochlear electromagnetic hearing devices, a semi-implantable Hearing Aid, is not covered. Cochlear electromagnetic hearing devices are not considered cochlear implants.

High Cost Technical Equipment
For equipment costs related to services performed on high cost technological equipment as defined by the Claims Administrator, such as, but not limited to:
- Computer Tomography (CT) scanners;
- Magnetic Resonance Imagers (MRI); and
- Linear accelerators.

Unless the acquisition of such equipment by a Professional Provider was approved:
- Through the Certificate of Need (CON) process; and/or
- By the Claims Administrator.

Home Blood Pressure Machines
For home blood pressure machines, except for Members:
- With pregnancy-induced hypertension;
- With hypertension complicated by pregnancy;
- With end-stage renal disease receiving home dialysis; or
- Who are eligible for home blood pressure machine benefits as required based on ACA preventive mandates.

Home Health Care
For Home Health Care services and supplies in connection with Home health services for the following:
- Custodial services, food, housing, homemaker services, Home delivered meals and supplementary dietary assistance;
- Rental or purchase of Durable Medical Equipment;
- Rental or purchase of medical appliances (For example, braces) and Prosthetic Devices (For example, artificial limbs); supportive environmental materials and equipment, such as:
  - Handrails;
  - Ramps;
  - Telephones;
  - Air conditioners and similar services;
  - Appliances; and
  - Devices;
- Prescription drugs;
- Provided by family members, relatives, and friends;
- A Member's transportation, including services provided by voluntary ambulance associations for which the Member is not obligated to pay;
- Emergency or non-Emergency Ambulance services;
- Visiting teachers, friendly visitors, vocational guidance and other counselors, and services related to diversional Occupational Therapy and/or social services;
- Services provided to individuals (other than a Member released from an Inpatient maternity stay), who are not essentially Homebound for medical reasons; and
- Visits by any Provider personnel solely for the purpose of assessing a Member's condition and determining whether or not the Member requires and qualifies for Home Health Care services and will or will not be provided services by the Provider.

Hospice Care
For Hospice Care benefits for the following:
- Services and supplies for which there is no charge;
- Research studies directed to life lengthening methods of treatment;
- Services or expenses Incurred in regard to the Member's personal, legal and financial affairs (such as preparation and execution of a will or other disposition of personal and real property);
- Care provided by family members, relatives, and friends; and
- Private Duty Nursing.

Immediate Family
Rendered by a member of the Member's Immediate Family.

Immunizations for Employment or Travel
For Immunizations required for employment purposes or travel.

Intensive Behavioral Health Services/Pediatric Intensive Behavioral Health Services
For services designated as intensive behavioral health services/pediatric intensive behavioral health services (defined in Pennsylvania Medical Assistance Manual Chapter 1155), except as specifically provided under this Program (For example, Applied Behavioral Analysis).

Laboratory and Pathology Tests for Employment
For laboratory and pathology tests in connection with obtaining or continuing employment.

Lipedema
For Liposuction (Suction-Assisted Lipectomy) for the treatment of lipedema. This exclusion does not apply to:
- Liposuction (Suction-Assisted Lipectomy) for the treatment of lipedema when the Claims Administrator:
  - Determines the Liposuction (Suction-Assisted Lipectomy) is Medically Necessary; and
  - The Liposuction (Suction-Assisted Lipectomy) is limited to one procedure per area of the body per lifetime.

Medical Foods And Nutritional Formulas
- For appetite suppressants;
- For oral non-elemental nutritional supplements (For example, Boost, Ensure, NeoSure, PediaSure, Scandishake), casein hydrolyzed formulas (For example, Nutramigen, Alimentun, Pregestimil), or other nutritional products including, but not limited to, banked breast milk, basic milk, milk-based, and soy-based products. This exclusion does not apply to Medical Foods and Nutritional Formulas as provided for and defined in the "Medical Foods and Nutritional Formulas" section in the ***Description of Covered Services***;
- For elemental semi-solid foods (For example, Neocate Nutra);
- For products that replace fluids and electrolytes (For example, Electrolyte Gastro, Pedialyte);
- For oral additives (For example, Duocal, fiber, probiotics, or vitamins) and food thickeners (For example, Thick-It, Resource ThickenUp); and
- For supplies associated with the oral administration of formula (For example, bottles, nipples).

Medical Supplies
For Medical Supplies such as but not limited to thermometers, ovulation kits, early pregnancy or home pregnancy testing kits.

Medical Necessity
Which are not Medically Necessary as determined by the Claims Administrator for the diagnosis or treatment of illness or injury.

Mental Health/Psychiatric Care
- For vocational or religious counseling; and
- For activities that are primarily of an educational nature.

Military Service
For any loss sustained or expenses Incurred in the following ways:
- During military service while on active duty as a member of the armed forces of any nation; or
- As a result of enemy action or act of war, whether declared or undeclared.

Miscellaneous
- For care in a:
  - Long term care facility, including a:
    - Nursing home;
    - Assisted living facility; and
    - Board and care home;
  - Continuing care retirement facility;
  - Convalescent home;
  - School, with the exception of behavioral health services specified in the Claims Administrator's Medical Policies;
  - Camp, with the exception of behavioral health services specified in the Claims Administrator's Medical Policies; or
  - Institution for intellectually disabled children.
- For broken appointments.
- For telephone consultations.
- For completion of a claim form.
- For marriage counseling.
- For Custodial Care, domiciliary care or rest cures.
- Which are not billed and performed by a Provider as defined under this coverage as a "Professional Provider", "Facility Provider" or "Ancillary Service Provider" except as otherwise indicated under the subsections entitled:
  - "Therapy Services"; and
  - "Ambulance Services/Transport" in the ***Description of Covered Services*** section.
- Performed by a Professional Provider enrolled in an education or training program when such services are:
  - Related to the education or training program; and are
  - Provided through a Hospital or university.
- For weight reduction and premarital blood tests. This exclusion does not apply to nutrition visits as set forth in the ***Description of Covered Services*** section under the subsection entitled "Nutrition Counseling".
- For any Therapy Service provided for:
  - Work hardening activities/programs; or
  - Evaluations not associated with therapy.

Motor Vehicle
For injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is:
- Paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan; or
- Payable in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Law.

Non-Covered Services
Any services, supplies or treatments not specifically listed as covered benefits in this Program.

Obesity
For treatment of obesity, including, but not limited to:
- Weight management programs;
- Dietary aids, supplements, injections and medications;
- Pharmacological drugs for the treatment of obesity management;
- Weight training, fitness training, or lifestyle modification programs, including such programs provided under the supervision of a clinician; and
- Group nutrition counseling.

This exclusion does not apply to:
- Surgical procedures specifically intended to result in weight loss (including bariatric surgery) when the Claims Administrator:
  - Determines the Surgery is Medically Necessary; and
  - The Surgery is limited to one surgical procedure per lifetime regardless (or even) if:
    - A new or different diagnosis is the indication for the Surgery;
    - A new or different type of Surgery is intended or performed;
    - A revision, repeat, or reversal of any previous weight loss Surgery is intended or performed.

  The exclusion of coverage for a repeat, reversal or revision of a previous Surgery does not apply when the intended procedure is performed to treat technical failure or complication of a prior surgical procedure which if left untreated, would result in endangering the health of the Member. Failure to maintain weight loss or any condition resulting from or associated with obesity does not constitute technical failure.

- Nutrition counseling visits/sessions as described in the "Nutrition Counseling" provision in this Benefit Booklet.

Over-The-Counter Drugs
For over-the-counter drugs and any other medications that may be dispensed without a doctor's prescription, except for medications administered during an Inpatient Admission. This exclusion does not apply to over-the-counter medicines that are prescribed by a Physician in accordance with applicable law.

Personal Hygiene and Convenience Items
For personal hygiene and convenience items such as, but not limited to the following, whether or not recommended by a Provider:
- Air conditioners;
- Humidifiers;
- Physical fitness or exercise equipment;
- Radio;
- Beauty/barber shop services;

- Guest trays;
  Wigs;
- Chairlifts;
- Stairglides;
- Elevators;
- Sauna;
- Television;
- Spa or health club memberships;
- Whirlpool;
- Telephone;
- Guest Service; or
- Hot tub or equivalent device.

Physical Examinations
For routine physical examinations for non-preventive purposes, such as:
- Pre-marital examinations;
- Physicals for college;
- Camp or travel; and
- Examinations for insurance, licensing and employment.

Prescription Drugs
- For prescription drugs, except as may be provided by a prescription drug rider attached to this Benefit Booklet. This exclusion does NOT apply to insulin, insulin analogs and pharmacological agents for controlling blood sugar levels, as provided for the treatment of diabetes and contraceptive methods as reflected in the 'Contraception' provisions of the **Women's Preventive Care** subsection of the ***Description of Covered Services*** and patient education and counseling, not including abortifacient drugs, for certain generic products and brand products. All other contraceptives are excluded.
- For drugs and medicines for which the Member has coverage under a free-standing prescription drug program provided through the Enrolled Group.

Private Duty Nursing
- For Private Duty Nursing services in connection with the following:
  - Nursing care which is primarily custodial in nature; such as care that primarily consists of bathing, feeding, exercising, homemaking, moving the patient and giving oral medication;
  - Services provided by a nurse who ordinarily resides in the Member's home or is a member of the Member's Immediate Family; and
  - Services provided by a home health aide or a nurse's aide.
- For Inpatient Private Duty Nursing services.

Relative Counseling or Consultations
For counseling or consultation with a Member's relatives, or Hospital charges for a Member's relatives or guests, except as may be specifically provided or allowed in the "Treatment for Alcohol Or Drug Abuse And Dependency" or "Transplant Services" sections of the ***Description of Covered Service*s**.

Responsibility of Another Party
- For which a Member would have no legal obligation to pay, or another party has primary responsibility.
- Received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group.

Responsibility of Medicare
Claims paid or payable by Medicare when Medicare is primary. For purposes of this Program exclusion, coverage is not available for a service, supply or charge that is "payable under Medicare" when the Member is eligible to enroll for Medicare benefits, regardless of whether the Member actually enrolls for, pays applicable premium for, maintains, claims or receives Medicare benefits. The amount excluded for these claims will be either the amount "payable under Medicare" or the applicable plan fee schedule for the service, at the discretion of the Claims Administrator.

Reversal of a Sterilization
For any Surgery performed for the reversal of a sterilization procedure.

Routine Foot Care
As defined in the Claims Administrator's Medical Policy unless associated with Medically Necessary treatment of peripheral vascular disease and/or peripheral neuropathic disease, including but not limited to diabetes.

Self-Administered Prescription Drugs
For Self-Administered Prescription Drugs, regardless of whether the drugs are provided or administered by a Provider. Drugs are considered Self-Administered Prescription Drugs even when initial medical supervision and/or instruction is required prior to patient self-administration.

This exclusion does not apply to Self-Administered Prescription Drugs that are:
- Mandated to be covered by law, such as insulin or any drugs required for the treatment of diabetes, unless these drugs are covered by a Free-Standing Prescription Drug Contract issued to the Group by the Claims Administrator; or
- Required for treatment of an Emergency condition that requires a Self-Administered Prescription Drug.

Sexual Dysfunction
For sex therapy or other forms of counseling for treatment of sexual dysfunction when performed by a non-licensed sex therapist.

Skilled Nursing Facility
For Skilled Nursing Facility services in connection with the following:
- When confinement in a Skilled Nursing Facility is intended solely to assist the Member with the activities of daily living or to provide an institutional environment for the convenience of a Member;
- For the treatment of Alcohol And Drug Abuse Or Dependency, and Mental Illness; or
- After the Member has reached the maximum level of recovery possible for their particular condition and no longer requires definitive treatment other than routine Custodial Care.

Temporomandibular Joint Syndrome (TMJ)
For treatment of temporomandibular joint syndrome (TMJ), also known as craniomandibular disorders (CMD), with intraoral devices or with any non-surgical method to alter vertical dimension.

Termination Date
Which were or are Incurred after the date of termination of the Member's coverage except as provided in the ***General Information*** section.

Transplant Services
For Outpatient Transplant Services.

Travel and Lodging
For the following travel and lodging expenses (based on IRS guidelines), including, but not limited to:

- Alcohol/tobacco;
- Animal kennel fees;
- Automobile rental;
- Automobile depreciation, insurance, general repair or maintenance expenses;
- Childcare expenses;
- Entertainment (For example, movies, visits to museums, additional mileage for sightseeing, etc.);
- Expenses for persons other than the Member and their covered companion;
- Internet connection;
- Laundry/dry cleaning;
- Lost wages;
- Meals;
- Pet or animal expenses, other than service animals;
- Personal care items (For example, shampoo, deodorant, toothbrush, etc.);
- Security deposits;
- Souvenirs;
- Telephone calls/facsimile (fax);
- Taxes;
- Tips/gratuities; and
- Shipping services (For example, Fedex, UPS, USPS, etc.).

Veteran's Administration or Department of Defense
To the extent a Member is legally entitled to receive when provided by the Veteran's Administration or by the Department of Defense in a government facility reasonably accessible by the Member.

Vision

- For correction of myopia or hyperopia by means of corneal microsurgery, such as:
  - Keratomileusis;
  - Keratophakia;
  - Radial keratotomy and all related services.
- For eyeglasses, lenses or contact lenses and the vision examination for prescribing or fitting eyeglasses or contact lenses except as otherwise described in this Benefit Booklet.

Weight Reduction
Pharmacological drugs for weight reduction.

Worker's Compensation
For any occupational illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of:

- Worker's Compensation Law; or
- Any similar Occupational Disease Law or Act.

This exclusion applies whether or not the Member claims the benefits or compensation.

GENERAL INFORMATION

ELIGIBILITY, CHANGE AND TERMINATION RULES UNDER THE PROGRAM

Effective Date: The date the Group agrees that all eligible persons may apply and become covered for the benefits as set forth in this Program and described in this Benefit Booklet. If a person becomes an eligible person after the Group's Effective Date, that date becomes the eligible person's effective date under this Program.

Eligible Person
The Employee is eligible to be covered under this Program if the Employee is determined by the Group as eligible to apply for coverage and sign the Application.

Eligibility shall not be affected by the Employee's physical condition and determination of eligibility for the coverage by the employer shall be final and binding.

Eligible Dependent
The Employee's family is eligible for coverage (Dependent coverage) under this Program when the Employee is eligible for Employee coverage. An eligible Dependent is defined as the Employee's spouse under a legally valid existing marriage, the Employee's child(ren), including any stepchild, legally adopted child, a child placed for adoption or any child whose coverage is the Employee's responsibility under the terms of a qualified release or court order. The limiting age for covered children is the first of the month following the month in which they reach age 26.

In addition, a full-time student will be considered eligible for coverage when they are on a Medically Necessary leave of absence from an Accredited Educational Institution. The Dependent child will be eligible for coverage until the earlier of one year from the first day of the leave of absence or the date on which the coverage otherwise would terminate. The limiting age referenced above will be applicable regardless of the status of the Medically Necessary leave of absence.

A full-time student who is eligible for coverage under this Program who is:
- A member of the Pennsylvania National Guard or any reserve component of the U.S. armed forces and who is called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or
- A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch. 76 (relates to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

As proof of eligibility, the Employee must submit a form to the Claims Administrator approved by the Department of Military & Veterans Affairs (DMVA):
- Notifying the Claims Administrator that the Dependent has been placed on active duty;
- Notifying the Claims Administrator that the Dependent is no longer on active duty; or
- Showing that the Dependent has re-enrolled as a full-time student in an Accredited Educational Institution for the first term or semester starting 60 or more days after their release from active duty.

A Domestic Partner is also eligible for enrollment. As long as the Domestic Partnership exists, the child or children of a Domestic Partner shall be considered for eligibility under the Program as if they were the Member's own child or children. If the Member enrolls their Domestic Partner, the Member has an affirmative obligation to notify the Claims Administrator immediately if the Domestic Partnership terminates. Upon termination of the Domestic Partner relationship, coverage of the former Domestic Partner and the children of the former Domestic Partner shall terminate at the end of the current monthly term. The former Domestic Partner, and any of their previously covered children, shall be entitled, by applying within 60 days of such termination, to direct pay coverage of the type for which the former Domestic Partner and children are then qualified, at the rate then in effect. This direct pay coverage may be different from the coverage provided under this Benefit Booklet.

Eligibility will be continued past the limiting age for unmarried children, regardless of age, who are incapable of self-support because of mental or physical incapacitation and who are dependent on the Employee for over half of their support. The Claims Administrator may require proof of eligibility under the prior Claims Administrator's plan and also from time to time under this Program.

The newborn child(ren) of the Employee or the Employee's Dependent shall be entitled to the benefits provided by this Program from the date of birth for a period of 31 days. Coverage of newborn children within such 31 days shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. To be eligible for Dependent coverage beyond the 31 day period, the Employee must enroll the newborn child within such 31 days. To continue coverage beyond 31 days for a newborn child, who does not otherwise qualify for coverage as a Dependent, the Employee must apply within 31 days after the birth of the newborn and the appropriate rate, calculated from the 32nd day after birth, must be paid when billed.

A newly acquired Dependent shall be eligible for coverage under this Program on the date the Dependent is acquired provided that the Employee applies to the Claims Administrator for addition of the Dependent within 31 days after the Dependent is acquired and the Employee makes timely payment of the appropriate rate. If Application is made later than 31 days after the Dependent is acquired, coverage shall become effective on the first billing date following 30 days after the Employee's Application is accepted by the Claims Administrator.

A Dependent child of a custodial parent covered under this Program may be enrolled under the terms of a qualified medical release or court order, as required by law.

No Dependent may be eligible for coverage as a Dependent of more than one Member of the Enrolled Group. No individual may be eligible for coverage hereunder as a Member and as a Dependent of a Member at the same time.

Benefits to Which the Member Is Entitled
The liability of the Claims Administrator is limited to the benefits specified in this Benefit Booklet. The Claims Administrator's determination of the benefit provisions applicable for the services rendered to the Member shall be conclusive.

Termination of Coverage at Termination Of Employment Or Membership In The Group
When a Member ceases to be an eligible Employee or eligible Dependent, or the required contribution is not paid, the Member's coverage will terminate at the end of the last month for which payment was made. However, if benefits under this Program are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Member’s termination under this Program, the cost of such benefits will be the sole

responsibility of the Member. In that circumstance, the Claims Administrator will consider the effective date of termination of a Member under this Program to be not more than 60 days before the first day of the month in which the Group notified the Claims Administrator of such termination.

Consumer Rights
Each Member has the right to access, review and copy their own health and membership records and request amendments to their records. This includes information pertaining to claim payments, payment methodology, reduction or denial, medical information secured from other agents, plans or providers.

For more information about accessing, reviewing or copying records, call Member Services at the toll-free number referenced on the Identification Card.

Member/Provider Relationship
- The choice of a Provider is solely the Member's choice.
- The Claims Administrator does not furnish Covered Services but only makes payment for Covered Services received by persons covered under this Program. The Claims Administrator is not liable for any act or omission of any Provider. The Claims Administrator has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.

COVERAGE CONTINUATION

Termination of the Member's Coverage and Conversion Privilege Under This Program
- Termination of this Program - Termination of the Group coverage (this Program) automatically terminates all coverage for the Member (an Enrolled Employee) and the Member's eligible Dependents. The privilege of conversion to a conversion contract shall be available to any Member who has been continuously covered under the Program Document for at least three months (or covered for similar benefits under any group plan that this Program replaced).

  It is the responsibility of the Group or the Group's Applicant Agent to notify the Member and the Member's eligible Dependents of the termination of coverage. However, coverage will be terminated regardless of whether the notice is given.

  Rescission: If it is proven that the Member or the Member's eligible Dependent obtained or attempted to obtain benefits or payment for benefits, through fraud or intentional misrepresentation of material fact, the Claims Administrator, may, upon notice to the Member, terminate the coverage. The Member will receive written notice at least 30 days prior to termination but will have the right to utilize the ***Appeal of an Administrative Denial and Medical Necessary Appeal Process*** to appeal cancellation.

  The privilege of conversion is available for the Member and the Member's eligible Dependents except in the following circumstances:
  - The Group terminates this Program in favor of group coverage by another organization; or
  - The Group terminates the Member in anticipation of terminating this Program in favor of group coverage by another organization.

- Notice of Conversion - Written notice of termination and the privilege of conversion to a conversion contract shall be given within 60 days after the date of termination of this Program. Once the Member receives notice and the Member elects a conversion plan,

payment for coverage under the conversion contract must be made within 31 days. Evidence of insurability is not required. Upon receipt of this payment, the conversion contract will be effective on the date of the Member's termination under this Program.

Conversion coverage shall not be available if the Member is eligible for another health care program which is available in the Group where the Member is employed or with which the Member is affiliated to the extent that the conversion coverage would result in over-insurance.

If the Member's coverage or the coverage of the Member's eligible dependent terminates because of the Member's death, the Member's change in employment status, divorce of dependent spouse, or change in a dependent's eligibility status, the terminated Member will be eligible to apply within 31 days of termination (or termination of the continuation privileges under COBRA) to conversion coverage, of the type for which that Member is then qualified at the rate then in effect. This conversion coverage may be different from the coverage provided under this Program. Evidence of insurability is not required.

Continuation Of Coverage At Termination Of Employment Or Membership Due To Total Disability

The Member's protection under this Program may be extended after the date the Member ceases to be a Member under this Program because of termination of employment or membership in the Group. It will be extended if, on that date, the Member is Totally Disabled from an illness or injury. The extension is only for that illness or injury and any related illness or injury. It will be for the time the Member remains Totally Disabled from any such illness or injury, but not beyond 12 months if the Member ceases to be a Member because the Member's coverage under this Program ends.

Coverage under this Program will apply during an extension as if the Member was still a Member. In addition, coverage will apply only to the extent that other coverage for the Covered Services is not provided for the Member through the Claims Administrator by the Group. Continuation of coverage is subject to payment of the applicable premium.

Continuation Of Incapacitated Child

If an unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on the Member (an enrolled Employee) for over half of the child's support, the Member may apply to the Claims Administrator to continue coverage of such child under this Program upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon the child's marriage. Continuation of benefits under this provision will only apply if the child was eligible as a Dependent and mental or physical incapacity commenced prior to age 26.

The child must be unmarried, incapable of self-support and the disability must have commenced prior to attaining 26 years of age. The disability must be certified by the attending Physician; furthermore, the disability is subject to annual medical review. In a case where a handicapped child is over 26 years of age and joining the Claims Administrator for the first time, the handicapped child must have been covered under the prior Claims Administrator and submit proof from the prior Claims Administrator that the child was covered as a handicapped person.

When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)

The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or the Employee’s eligible Dependents to temporarily extend health care coverage.

INFORMATION ABOUT PROVIDER REIMBURSEMENT

The Member's Personal Choice Network Plan (this Program) is a program, which allows the Member to maximize the Member's health care benefits by utilizing the Personal Choice Network, which is comprised of Providers that have a contractual arrangement with the Claims Administrator. These Providers are called "In-Network Providers". In-Network Providers are doctors, Hospitals and other health care professionals and institutions that are part of the Personal Choice Network, which is designed to provide access to care through a selected managed network of Providers. Services by In-Network Providers are delivered through a selected, managed network of Providers designed to provide quality care. The Personal Choice Network includes Hospitals, Primary Care Physicians and specialists, and a wide range of Ancillary Service Providers, including suppliers of Durable Medical Equipment, Hospice care and Home Health Care Agencies, Skilled Nursing Facilities, Free Standing Dialysis Facilities and Ambulatory Surgical Facilities.

When the Member receives health care through a Provider that is a member of the Personal Choice Network, the Member incurs limited out-of-pocket expenses, and there are no claim forms to fill out. Benefits are also provided if the Member chooses to receive health care through a Provider that is not an In-Network Provider. However, the level of benefits will be reduced, and the Member will be responsible for a greater share of out-of-pocket expenses, and the amount of the Member's expenses could be substantial. The Member may have to reach a Deductible before receiving benefits, and the Member may be required to file a claim form.

A directory of the In-Network Providers who belong to the Personal Choice Network is available to the Member upon request. It will identify the Professional Providers who have agreed to become In-Network Professional Providers and will also identify the Hospitals in the Network with which the In-Network Professional Providers are affiliated. Also included in the directory is a listing of the Ancillary Service Providers affiliated with the Personal Choice Network. The directory is updated periodically throughout the year, and the Claims Administrator reserves the right to add or delete Physicians and/or Hospitals at any given time. It is important to know that continued participation of any one doctor, Hospital or other Provider cannot be guaranteed. For information regarding Providers that participate in the Personal Choice Network, call 1-800-ASK BLUE (TTY: 711).

The Claims Administrator covers only care that is "Medically Necessary". Medically Necessary care is care that is needed for the Member's particular condition and that the Member receives at the most appropriate level of service. Examples of different levels of service are Hospital Inpatient care, treatment in Short Procedure Units and Hospital Outpatient Care.

Some of the services the Member receives through this Program must be Precertified before the Member receives them, to determine whether they are Medically Necessary. Failure to Precertify services to be provided by an Out-of-Network Provider, when required, may result in a reduction of benefits. Precertification of services is a vital program feature that reviews the Medically Necessary of certain procedures/admissions. In certain cases, Precertification helps determine whether a different treatment may be available that is equally effective. Precertification also helps determine the most appropriate setting for certain services. Innovations in health care enable doctors to provide services, once provided exclusively in an Inpatient setting, in many different settings - such as an Outpatient department of a Hospital or a doctor’s office.

When the Member seeks medical treatment that requires Precertification, the Member is not responsible for obtaining the Precertification if treatment is provided by an In-Network Provider (That is, a Provider in the Personal Choice Network). In addition, if the In-Network Provider fails to obtain a required Precertification of services, the Member will be held harmless from any associated financial Penalties assessed by the Program as a result. If the request for Precertification is denied, the Member will be notified in writing that the admission/service will not be paid because it is considered to be medically inappropriate. If the Member decides to continue treatment or care that has not been approved, the Member will be asked to do the following:

- Acknowledge this in writing.
- Request to have services provided.
- State the Member's willingness to assume financial liability.

When the Member seeks treatment from an Out-of-Network Provider or a BlueCard Provider (excluding Inpatient Admissions), the Member is responsible for initiating the Precertification process. The Member or the Member's Provider should call the Precertification number listed on the Member's Identification Card, and give their name, facility's name, diagnosis, and procedure or reason for admission. Failure to Precertify required services will result in a reduction of benefits payable to the Member.

Payment Of Providers

- In-Network Provider Reimbursement

  Personal Choice reimbursement programs for health care Providers are intended to encourage the provision of quality, cost-effective care for Personal Choice members. Set forth below is a general description of Personal Choice reimbursement programs, by type of Personal Choice Network health care Provider.

  Please note that these programs may change from time to time, and the arrangements with particular Providers may be modified as new contracts are negotiated. If the Member has any questions about how the Member's health care Provider is compensated, the Member should speak to their healthcare Provider directly or contact Customer Services.

  - Physicians

    Personal Choice Network Physicians, including Primary Care Provider (PCPs) and specialists, are paid on a fee-for-service basis, meaning that payment is made according to the Claims Administrator's Personal Choice fee schedule for the specific medical services that the Physician performs.

  - Institutional Providers

    Hospitals: For most Inpatient medical and surgical services, Hospitals are paid per diem rates, which are specific amounts paid for each day a Member is in the Hospital. These rates usually vary according to the intensity of the Covered Services provided. Some Hospitals are also paid case rates, which are set dollar amounts paid for a complete Hospital stay related to a specific procedure or diagnosis, (For example, transplants). For most Outpatient and Emergency Services and procedures, most Hospitals are paid specific rates based on the type of Covered Service performed. For a few Covered Services, Hospitals are paid based on a percentage of billed charges. Most Hospitals are paid through a combination of the above payment mechanisms for various services.

    The Claims Administrator implemented a quality incentive program with a few Hospitals. This program provides increased reimbursement to these Hospitals based on them meeting specific quality criteria, including "Patient Safety Measures". Such patient safety

measures are consistent with recommendations by the President's Advisory Commission on Consumer Protection and Quality in the Health Care Industry and are designed to help reduce medical and medication errors. Other criteria are directed at improved patient outcomes, higher nursing staff ratios, and electronic submissions. This is a new incentive program that is expected to evolve over time.

Skilled Nursing Facilities, Rehabilitation Hospitals, and other care facilities: Most Skilled Nursing Facilities and other special care facilities are paid per diem rates, which are specific amounts paid for each day a Member is in the facility. These amounts may vary according to the intensity of the Covered Services provided.

Ambulatory Surgical Facilities (ASFs): Most ASFs are paid specific rates based on the type of Covered Service performed. For a few services, some ASFs are paid based on a percentage of billed charges.

- Physician Group Practices, Physician Associations and Integrated Delivery Systems
  Certain Physician group practices, independent physician associations (IPAs) and integrated hospital/physician organizations called Integrated Delivery Systems (IDS) employ or contract with individual Physicians to provide medical services. These groups are paid as described in the Physician's reimbursement section outlined above. These groups may pay their affiliated Physicians a salary and/or provide incentives based on production, quality, service, or other performance standards.

- Ancillary Service Providers, certain Facility Providers and Mental Health/Psychiatric Care and Alcohol Or Drug Abuse And Dependency Providers
  Ancillary Service Providers, such as Durable Medical Equipment Providers, laboratory Providers, Home Health Care Agencies, and mental health/psychiatric care and Alcohol and Drug Abuse Providers are paid on the basis of fee-for-service payments according to the Claims Administrator's Personal Choice fee schedule for the specific Covered Services performed.In some cases, such as for mental health/psychiatric care and Alcohol and Drug Abuse benefits, one vendor arranges for all such services through a contracted set of providers. The Claims Administrator reimburses the contracted Providers of these vendors on a fee-for-service basis. An affiliate of Independence Blue Cross has less than a 1% ownership interest in this mental health/psychiatric care and Alcohol and Drug Abuse vendor.

- Payment of Out-of-Network Providers
  For Covered Services received from an Out-of-Network Provider when the Consolidated Appropriations Act ("CAA") does not apply to the Covered Services, payment will be made directly to the Member and the Member will be responsible for reimbursing the Out-of-Network Provider. However, Claims Administrator reserves the right, in its sole discretion, to make payments directly to the Out-of-Network Provider. For Covered Services that fall within the scope of the CAA, payment will be made directly to the Out-of-Network Provider in accordance with the provisions of the CAA.

- Payment Methods
  A Member or the Provider may submit bills directly to the Claims Administrator, and, to the extent that benefits are payable within the terms and conditions of this Benefit Booklet, reimbursement will be furnished as detailed below. The Member's benefits for Covered Services are based on the rate of reimbursement as set forth under "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

- Facility Providers
  - In-Network Facility Providers
    In-Network Facility Providers are members of the Personal Choice Network and have a contractual arrangement with the Claims Administrator for the provision of services to Members. Benefits will be provided as specified in the ***Schedule of Covered Services*** for Covered Services which have been performed by an In-Network Facility Provider. The Claims Administrator will compensate In-Network Facility Providers in accordance with the contracts entered into between such Providers and the Claims Administrator. BlueCard Providers will be compensated by the Blue Cross and Blue Shield Plans with which they contract. No payment will be made directly to the Member for Covered Services rendered by any In-Network Facility Provider.

  - Out-of-Network Facility Providers
    Out-of-Network Facility Providers include facilities that are not part of the Personal Choice Network. The Claims Administrator may have a contractual arrangement with a facility even if it is not part of the Personal Choice Network.

    The Claims Administrator will provide benefits for Covered Services provided by an Out-of-Network Facility Provider at the Out-of-Network Coinsurance level specified in the ***Schedule of Covered Services***. The reimbursement rate is specified under "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

    If the Claims Administrator determines that Covered Services were for Emergency Care as defined herein, the Member is protected from surprise billing or balance billing. The Member cannot be balanced billed for the Emergency Services. This includes services the Member may receive after the Member is in stable condition, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed for these post-stabilization services. Emergency admissions must be certified within two business days of admission, or as soon as reasonably possible, as determined by the Claims Administrator. Payment for Emergency Services provided by Out-of-Network Providers will be based upon the methodology established by the CAA.

    Once Covered Services are rendered by a Facility Provider, the Claims Administrator will not honor a Member's request not to pay for claims submitted by the Facility Provider. The Member will have no liability to any person because of its rejection of the request.

- Professional Providers
  - In-Network Providers
    The Claims Administrator is authorized by the Member to make payment directly to the In-Network Professional Providers furnishing Covered Services for which benefits are provided under this Program. In-Network Professional Providers have agreed to accept the rate of reimbursement determined by a contract as payment in full for Covered Services. BlueCard Providers will be compensated by the Blue Cross and Blue Shield Plans with which they contract. In-Network Professional Providers will make no additional charge to Members for Covered Services except in the case of certain Copayments, Coinsurance or other cost-sharing features as specified under this Program. The Member is responsible within 60 days of the date in which the Claims Administrator finalizes such services to pay, or make arrangements to pay, such amounts to the In-Network Professional Provider.

Benefit amounts, as specified in the ***Schedule of Covered Services*** of this Program, refer to Covered Services rendered by a Professional Provider which are regularly included in such Provider's charges and are billed by and payable to such Provider. Any dispute between the In-Network Professional Provider and a Member with respect to balance billing shall be submitted to the Claims Administrator for determination. The decision of the Claims Administrator shall be final.

Once Covered Services are rendered by a Professional Provider, the Claims Administrator will not honor a Member's request not to pay for claims submitted by the Professional Provider. The Claims Administrator will have no liability to any person because of its rejection of the request.

- Emergency Care by Out-of-Network Providers
  If the Claims Administrator determines that Covered Services provided by an Out-of-Network Provider were for Emergency Care, the Member is protected from surprise billing or balance billing and will be subject to the In-Network cost-sharing levels. Penalties that ordinarily would be applicable to Out-of-Network Covered Services will not be applied. For Emergency Care and other Out-of-Network Providers, such as ambulance and air ambulance services, the Claims Administrator will reimburse the Out-of-Network Provider directly for Covered Services based upon the methodology established by the CAA. In these situations, the Member cannot be balanced billed for the Emergency Services. This includes services the Member may receive after the Member is in stable condition, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed for these post-stabilization services. For payment of Covered Services provided by an Out-of-Network Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. Inpatient admissions for Emergency Care must be certified within two business days of admission, or as soon as reasonably possible, as determined by the Claims Administrator. Payment for Emergency Services provided by Out-of-Network Providers will be based upon the methodology established by the CAA.

- Out-of-Network Hospital-Based Provider Reimbursement
  When the Member receives Covered Services from an Out-of-Network Hospital-Based Provider while the Member is an Inpatient at an In-Network Hospital or other In-Network Facility Provider and are being treated by an In-Network Professional Provider, the Member will receive the In-Network cost-sharing level of benefits for the Covered Services provided by the Out-of-Network Hospital-Based Provider. For Covered Services outside the scope of the CAA, payment will be made to the Member, who will be responsible for reimbursing the Out-of-Network Hospital-Based Provider. For Covered Services within the scope of the CAA, the Claims Administrator will reimburse the Out-of-Network Hospital-Based Provider directly based upon the methodology established by the CAA. The Member cannot be balanced billed by the Out-of-Network Hospital-Based Provider, and the Out-of-Network Hospital-Based Provider cannot ask the Member to give up their right under the CAA not to be balanced billed. For payment of Covered Services provided by an Out-of-Network Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. Payment for services provided by Out-of-Network Hospital-Based Providers will be based upon the methodology established by the CAA.

If the Member receives other services at an In-Network Hospital or other In-Network Facility Provider, Out-of-Network Providers cannot balance bill the Member, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed.

Note that when the Member elects to see an Out-of-Network Hospital-Based Provider for follow-up care or any other service where the Member has the ability to select an In-Network Provider and the CAA does not apply to the Covered Service, the Covered Services will be covered at an Out-of-Network benefit level. Except for Emergency Care, if an Out-of-Network Provider admits the Member to a Hospital or other Facility Provider, Covered Services provided by an Out-of-Network Hospital-Based Provider will be reimbursed at the Out-of-Network benefit level. For such Covered Services, payment will be made to the Member and the Member will be responsible for reimbursing the Out-of-Network Hospital-Based Provider. For payment of Covered Services provided by an Out-of-Network Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

- Inpatient Hospital Consultations by an Out-of-Network Professional Provider
  When the Member receives Covered Services for an Inpatient hospital consultation from an Out-of-Network Professional Provider while the Member is Inpatient at an In-Network Facility Provider, and the Covered Services are referred by an In-Network Professional Provider, the Member will receive the In-Network cost-sharing level of benefits for the Inpatient hospital consultation. The Claims Administrator will reimburse the Out-of-Network Professional Provider at an In-Network rate directly. For certain Out-of-Network Hospital-Based Providers (For example, anesthesiologists, hospitalists and other Providers as defined by the CAA), the Claims Administrator will reimburse the Out-of-Network Hospital-Based Provider directly based upon the methodology established by the CAA. For certain Providers, the Member cannot be balanced billed by the Out-of-Network Professional Provider, and the Out-of-Network Professional Provider cannot ask the Member to give up their right under the CAA not to be balanced billed.

  For such Covered Services not within the scope of the CAA, payment will be made to the Member and the Member will be responsible for reimbursing the Out-of-Network Professional Provider. For payment of Covered Services provided by an Out-of-Network Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. For Covered Services within the scope of the CAA, payment for consultation services provided by Out-of-Network Professional Providers will be made directly to the Provider based upon the methodology established by the CAA.

  The Out-of-Network Professional Provider cannot balance bill the Member, unless the Member gives written consent and gives up the right under the CAA not to be balanced billed.

  Note that when the Member elects to see an Out-of-Network Professional Provider for follow-up care or any other service when the Member has the ability to select an In-Network Provider, and the CAA does not apply to the Covered Service, the Covered Services will be covered at an Out-of-Network benefit level. Except for Emergency Care and other Covered Services within the scope of the CAA, if an Out-of-Network Professional Provider admits the Member to a Hospital or other Facility Provider, services provided by Out-of-Network Professional Provider will be

reimbursed at the Out-of-Network benefit level. For such Covered Services, payment will be made to the Member and the Member will be responsible for reimbursing the Out-of-Network Professional Provider. For payment of Covered Services provided by an Out-of-Network Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

- Out-of-Network Air Ambulance Providers
  For air ambulance services provided by an Out-of-Network Provider, the Member is protected from surprise billing or balance billing and will be subject to the In-Network cost-sharing levels. Penalties that ordinarily would be applicable to Out-of-Network Covered Services will not be applied. The Claims Administrator will reimburse the Out-of-Network Provider directly based upon the methodology established by the CAA. In this instance the specified Out-of-Network Provider will not bill the Member for amounts in excess of the Claims Administrator's payment for air ambulance services and the Member cannot be balanced billed for the air ambulance services provided by an Out-of-Network Provider. Payment for air ambulance services provided by Out-of-Network Providers, will be based upon the methodology established by the CAA.

- Out-of-Network Professional Provider Reimbursement
  Except as set forth above, when a Member seeks care from an Out-of-Network Professional Provider, benefits will be provided to the Member at the Out-of-Network Coinsurance level specified in the ***Schedule of Covered Services***. For payment of Covered Services provided by an Out-of-Network Professional Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet. When a Member seeks care and receives Covered Services from an Out-of-Network Professional Provider, the Member will be responsible to reimburse the Out-of-Network Professional Provider for the difference between the Claims Administrator's payment and the Out-of-Network Professional Provider's charge.

– Ancillary Service Providers
  - In-Network Ancillary Service Providers
    In-Network Ancillary Service Providers include members of the Personal Choice Network that have a contractual relationship with the Claims Administrator for the provision of services or supplies to Members. Benefits will be provided as specified in the ***Schedule of Covered Services*** for the provision of services or supplies provided to Members by In-Network Ancillary Service Providers. The Claims Administrator will compensate In-Network Ancillary Service Providers in the Personal Choice Network in accordance with the contracts entered into between such Providers and the Claims Administrator. No payment will be made directly to the Member for Covered Services rendered by any In-Network Ancillary Service Provider.

  - Out-of-Network Ancillary Service Providers
    Out-of-Network Ancillary Service Providers are not members of the Personal Choice Network. Benefits will be provided to the Member at the Out-of-Network Coinsurance level specified in the ***Schedule of Covered Services***. The Member will be penalized by the application of higher cost-sharing as detailed in the ***Schedule of Covered Services***. For payment of Covered Services provided by an Out-of-Network Ancillary Service Provider, please refer to the definition of "Covered Expense" in the ***Important Definitions*** section of this Benefit Booklet.

When a Member seeks care and receives Covered Services from an Out-of-Network Ancillary Service Provider, the Member will be responsible to reimburse the Out-of-Network Ancillary Service Provider for the difference between the Claims Administrator's payment and the Out-of-Network Ancillary Service Provider's charge.

- Assignment of Benefits to Providers
  The right of a Member to receive benefit payments under this Program is personal to the Member and is not assignable in whole or in part to any person, Hospital, or other entity nor may benefits of this Program be transferred, either before or after Covered Services are rendered. However, a Member can assign benefit payments to the custodial parent of a Dependent covered under this Program, as required by law.

BlueCard Program

- Out-of-Area Services

  Overview

  The Claims Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever the Member accesses healthcare services outside of the geographic area the Claims Administrator serves, the claims for these services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

  When the Member receives care outside of the Claims Administrator's service area, the Member will receive it from one of two kinds or providers. Most providers ("participating providers") contract with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). Some providers ("nonparticipating providers") don't contract with the Host Blue. The Claims Administrator explains below how the Claims Administrator pays both kinds of providers.

  Inter-Plan Arrangements Eligibility - Claim Types

  All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by the Claims Administrator to provide the specific service or services.

  - BlueCard® Program
    Under the BlueCard® Program, when the Member receives Covered Services within the geographic area served by a Host Blue, the Claims Administrator will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

    When the Member receives Covered Services outside the Claims Administrator's service area and the claim is processed through the BlueCard Program, the amount the Member pays for Covered Services is calculated based on the lower of:
    - The billed charges for Covered Services; or
    - The negotiated price that the Host Blue makes available to the Claims Administrator.

Often this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the Member's healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with the Member's 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 also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price the Claims Administrator has used for the Member's claim because they will not be applied after a claim has already been paid.

– Special Cases: Value-Based Programs

BlueCard® Program

If the Member receives Covered Services under a Value-Based Program inside a Host Blue's service area, the Member will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments.

Value-Based Programs: Negotiated (non-BlueCard Program) Arrangements

If the Claims Administrator has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Group on the Member's behalf, the Claims Administrator will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

– Nonparticipating Providers Outside the Claims Administrator's Service Area

- Member Liability Calculation
  When Covered Services are provided outside of the Claims Administrator's service area by nonparticipating providers, the amount the Member pays for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

- Exceptions
  In certain situations, the Claims Administrator may use other payment methods, such as billed charges for Covered Services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount the Claims Administrator will pay for services provided by nonparticipating providers. In these situations, the Member may be liable for the difference between the amount that the nonparticipating provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph.

– Blue Cross Blue Shield Global Core

If the Member is outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter “BlueCard service area”), the Member may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. The Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core assists the Member with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when the Member receives care from providers outside the BlueCard service area, the Member will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

If the Member needs medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, the Member should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) (TTY: 711) or call collect at 1.804.673.1177 (TTY: 711), 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- Inpatient Services
  In most cases, if the Member contacts the service center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for the Member's deductibles, coinsurance, etc. In such cases, the hospital will submit the Member's claims to the service center to begin claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to receive reimbursement for Covered Services. **The Member must contact the Claims Administrator to obtain precertification for non-emergency inpatient services.**

- Outpatient Services
  Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require the Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

SERVICES AND SUPPLIES REQUIRING PRECERTIFICATION

Precertification Review

When required, Precertification review evaluates the Medical Necessity, including the appropriateness of the setting, of proposed services for coverage under the Member’s benefit plan. Examples of these services include planned or elective Inpatient Admissions and selected Outpatient procedures. For groups located in the Personal Choice Network service area, Precertification review may be initiated by the Provider or the Member depending on whether the Provider is a Personal Choice Network Provider. For Member’s located outside the Claims Administrator's Personal Choice Network who are accessing BlueCard Providers, the Member is responsible for initiating or requesting the Provider to initiate the Precertification review (excluding Inpatient Admissions). Where Precertification review is required, the Claims Administrator's coverage of the proposed procedure is contingent upon the review being completed and receipt of the approval certification. Coverage penalties may be applied where Precertification review is required for a procedure but is not obtained.

While the majority of services requiring Precertification review are reviewed for Medical Necessity of the requested procedure setting (For example, Inpatient, Short Procedure Unit, or Outpatient setting), other elements of the Medical Necessity of the procedure may not always be evaluated and may be automatically approved based on the procedure or diagnosis for which the procedure is requested or an agreement with the performing provider. Precertification review is not required for Emergency services and is not performed where an agreement with the Claims Administrator's local In-Network Provider does not require such review.

The following information provides more specific information of this Program's Precertification requirements.

- Inpatient Pre-Admission Review
  - In-Network Inpatient Admissions
    In accordance with the criteria and procedures described above, Inpatient Admissions, other than an Emergency or maternity admission, must be Precertified in accordance with the standards of the Claims Administrator as to the Medical Necessity of the admission. The Precertification requirements for Emergency admissions are set forth in the "Emergency Admission Review" subsection of this ***General Information*** section. An In-Network Hospital, Skilled Nursing Facility, or other Facility Provider in the Personal Choice Network will verify the Precertification at or before the time of admission. The Hospital, Skilled Nursing Facility or other Facility Provider, is responsible to Precertify an Inpatient Admission under the BlueCard Program. The Claims Administrator will not authorize the Hospital, Skilled Nursing Facility or other Facility Provider admission if Precertification is required and is not obtained in advance. For Member's who reside in the Claims Administrator's local Personal Choice Network service area, the Claims Administrator will hold the Member harmless and the Member will not be financially responsible for admissions to Hospitals, Skilled Nursing Facilities or other Facility Providers in the Personal Choice Network which fail to conform to the pre-admission certification requirements unless:
    - The Provider provides prior written notice that the admission will not be paid by the Claims Administrator; and
    - The Member acknowledges this fact in writing together with a request to be admitted which states that the Member will assume financial liability for such Facility Provider admission.

  - Out-of-Network Inpatient Admissions
    For an Out-of-Network Inpatient Admission, the Member is responsible to have the admission (other than for an Emergency or maternity admission) certified in advance as an approved admission.
    - To obtain Precertification, the Member is responsible to contact or have the admitting Physician or other Facility Provider contact the Claims Administrator prior to admission to the Hospital, Skilled Nursing Facility, or other Facility Provider. The Claims Administrator will notify the Member, admitting Physician and the Facility Provider of the determination. The Member is eligible for Inpatient benefits at the Out-of-Network level shown in the ***Schedule of Covered Services*** if, and only if, prior approval of such benefits has been certified in accordance with the provisions of this Benefit Booklet.

- If such prior approval for a Medically Necessary Inpatient Admission has not been certified as required, there will be a Penalty for non-compliance and the amount, as shown below, will be deemed not to be Covered Services under this Program. Such Penalty, and any difference in what is covered by the Claims Administrator and the Member's obligation to the Provider, will be the sole responsibility of, and payable by, the Member.

  If a Member elects to be admitted to the Facility Provider after review and notification that the reason for admission is not approved for an Inpatient level of care, Inpatient benefits will not be provided and the Member will be financially liable for non-covered Inpatient charges.
- If Precertification is denied, the Member, the Physician or the Facility Provider may appeal the determination and submit information in support of the claim for Inpatient benefits. A final determination concerning eligibility for Inpatient benefits will be made and the Member, Physician, or Facility Provider will be so notified.

- Emergency Admission Review
  - In-Network Admissions
    It is the responsibility of the In-Network Provider to notify the Claims Administrator of the In-Network Emergency admission.

  - Out-of-Network Provider Admissions
    - Members are responsible for notifying the Claims Administrator of an Out-of-Network Provider Emergency admission within two business days of the admission, or as soon as reasonably possible, as determined by the Claims Administrator.
    - Failure to initiate Emergency admission review will result in a reduction in Covered Expense for Out-of-Network services. Such Penalty, as shown below, will be the sole responsibility of, and payable by, the Member.
    - If the Member elects to remain hospitalized after the Claims Administrator and the attending Physician have determined that an Inpatient level of care is not Medically Necessary, the Member will be financially liable for non-covered Inpatient charges from the date of notification.

- Concurrent and Retrospective Review
  Concurrent review may be performed while services are being performed. This may occur during an Inpatient stay and typically evaluates the expected and current length of stay to determine if continued hospitalization is Medically Necessary. When performed, the review assesses the level of care provided to the Member and coordinates discharge planning. Concurrent review continues until the patient is discharged. Not all Inpatient stays are reviewed concurrently. Concurrent Review is generally not performed where an Inpatient Facility is paid based on a per case or diagnosis-related basis, or where an agreement with the Facility does not require such review.

  Retrospective/Post Service review:
  Retrospective review occurs after services have been provided. This may be for a variety of reasons, including the Claims Administrator not being notified of a Member's admission until after discharge or where medical charts are unavailable at the time of concurrent review. Certain services are only reviewed on a retrospective/post-service basis.

  In addition to these standard utilization reviews, the Claims Administrator also may determine coverage of certain procedures and other benefits available to Members through Prenotification as required by the Member's benefit plan, and discharge planning.

Pre-notification. Pre-notification is advance notification to the Claims Administrator of an Inpatient Admission or Outpatient service where no Medical Necessity review is required, such as maternity admissions/deliveries. Pre-notification is primarily used to identify Members for Concurrent review needs, to ascertain discharge planning needs proactively, and to identify Members who may benefit from Case Management programs.

Discharge Planning. Discharge Planning is performed during an Inpatient Admission and is used to identify and coordinate a Member's needs and benefits coverage following the Inpatient stay, such as covered home care, ambulance transport, acute rehabilitation, or Skilled Nursing Facility placement. Discharge Planning involves the Claims Administrator's authorization of covered post-Hospital services and identifying and referring Members to Disease Management or Case Management benefits.

Selective Medical Review. In addition to the foregoing requirements, the Claims Administrator reserves the right, under its utilization and quality management programs, to perform a medical review prior to, during or following the performance of certain Covered Services ("Selective Medical Review") that are otherwise not subject to review as described above. In addition, the Claims Administrator reserves the right to waive medical review for certain Covered Services for certain Providers, if the Claims Administrator determines that those Providers have an established record of meeting the utilization and/or quality management standards for these Covered Services. Coverage penalties are not applied to Members where required Selective Medical Review is not obtained by the Provider.

Other Precertification Requirements
Precertification is required by the Claims Administrator in advance for certain services. **To obtain a list of services that require Precertification, please go to www.ibx.com/preapproval or call the Customer Service telephone number that is listed on the Member's Identification Card.** When a Member plans to receive any of these listed procedures, the Claims Administrator will review the Medical Necessity for the procedure or treatment in accordance with the criteria and procedures described above and grant prior approval of benefits accordingly. In certain circumstances the requirement for precertification may be altered or waived at the discretion of the Claims Administrator. The Claims Administrator may retrospectively review these services.

Surgical, diagnostic and other procedures, listed on the Precertification requirements list, that are performed during an Emergency, as determined by the Claims Administrator, do not require Precertification. However, the Claims Administrator should be notified within two business days of Emergency services for such procedures, or as soon as reasonably possible, as determined by the Claims Administrator.

- In-Network Care
  In-Network Providers in the Personal Choice Network must contact the Claims Administrator to initiate Precertification. The Claims Administrator will verify the results of the Precertification with the Member and with the In-Network Provider. If the In-Network Provider is a BlueCard Provider, however, the Member must initiate Precertification (excluding Inpatient Admissions).

  If such prior approval is not obtained and the Member undergoes the surgical, diagnostic or other procedure or treatment that requires Precertification, then benefits will be provided for Medically Necessary treatment, subject to a Penalty.

For In-Network Providers in the Personal Choice Network, the Claims Administrator will hold the Member harmless and the Member will not be financially responsible for this financial Penalty for the In-Network Provider's failure to comply with the Precertification requirements or determination, unless a Member elects to receive the treatment after review and written notification that the procedure is not covered as Medically Necessary. In which case benefits will not be provided and the Member will be financially liable for non-covered charges.

- Out-of-Network Care
  For Out-of-Network Care and care provided by BlueCard Providers (excluding Inpatient Admissions), the Member is responsible to have the Provider performing the service contact the Claims Administrator to initiate Precertification. The Claims Administrator will verify the results of the Precertification with the Member and the Provider.

  If such prior approval is not obtained and the Member undergoes the surgical, diagnostic or other procedure or treatment that requires Precertification, then benefits will be provided for Medically Necessary treatment, but the Provider's charge less any applicable Coinsurance, Copayments, Deductibles shall be subject to a Penalty, as reflected below. Such Penalty, and any difference in what is covered by the Claims Administrator and the Member's obligation to the Provider, will be the sole responsibility of, and payable by, the Member.

Precertification Penalty:
If the Provider is a BlueCard Provider of another Blue Plan (excluding Inpatient Admissions) or the Member uses an Out-of-Network Provider, the Member must obtain Precertification if required. The Member will be subject to a 20% reduction in benefits if Precertification is not obtained.

In addition to the Precertification requirements referenced above, the Member should contact the Claims Administrator for certain categories of treatment (listed below) so that the Member will know prior to receiving treatment whether it is a Covered Service. This applies to In-Network Providers in the Personal Choice Network and to Members (and their Providers) who elect to receive treatment provided by either BlueCard Providers or Out-of-Network Providers. Those categories of treatment (in any setting) include:
- Any surgical procedure that may be considered potentially cosmetic;
- Any procedure, treatment, drug or device that represents "emerging technology"; and
- Services that might be considered Experimental/Investigative.

The Member's Provider should be able to assist in determining whether a proposed treatment falls into one of these three categories. Also, the Claims Administrator encourages the Member's Provider to place the call for the Member.

For more information, please see the ***Important Notices*** section of this Benefit Booklet that pertain to Experimental/Investigative Services, Cosmetic services, Medically Necessary services and Emerging Technology.

Out-Of-Area Care for Dependent Students
If an unmarried Dependent child is a full-time student in an Accredited Educational Institution located outside the area served by the Personal Choice Network, the student may be eligible to receive Out-of-Network care at the In-Network level of benefits. Charges for treatment will be paid at the In-Network level of benefits when the Dependent student receives care from Providers as described in the "BlueCard Program" subsection of the ***General Information*** section. However, treatment provided by an educational facility's infirmary for Urgent Care, (For example, may also be paid at the In-Network level of benefits, but the Claims Administrator should be notified within 48 hours of treatment to insure Covered Services are treated as In-

Network Covered Services). Nothing in this provision will act to continue coverage of a Dependent child past the date when such child's coverage would otherwise be terminated under this Program.

UTILIZATION REVIEW PROCESS AND CRITERIA

Utilization Review Process

A basic condition of IBC's, and its subsidiary QCC Insurance Company's ("the Claims Administrator") benefit plan coverage is that in order for a health care service to be covered or payable, the services must be Medically Necessary. To assist the Claims Administrator in making coverage determinations for requested health care services, the Claims Administrator uses established IBC Medical Policies and medical guidelines based on clinically credible evidence to determine the Medical Necessity of the requested services. The appropriateness of the requested setting in which the services are to be performed is part of this assessment. The process of determining the Medical Necessity of requested health care services for coverage determinations based on the benefits available under a Member's benefit plan is called utilization review.

It is not practical to verify Medical Necessity on all procedures on all occasions; therefore, certain procedures may be determined by the Claims Administrator to be Medically Necessary and automatically approved based on the accepted Medical Necessity of the procedure itself, the diagnosis reported or an agreement with the performing Provider. An example of such automatically approved services is an established list of services received in an Emergency room which has been approved by the Claims Administrator based on the procedure meeting Emergency criteria and the severity of diagnosis reported (For example, rule out myocardial infarction, or major trauma). Other requested services, such as certain elective Inpatient or Outpatient procedures may be reviewed on a procedure specific or setting basis.

Utilization review generally includes several components which are based on when the review is performed. When the review is required before a service is performed it is called a Precertification review. Reviews occurring during a hospital stay are called a concurrent review, and those reviews occurring after services have been performed are called either retrospective or post-service reviews. The Claims Administrator follows applicable state and federally required standards for the timeframes in which such reviews are to be performed.

Generally, where a requested service is not automatically approved and must undergo Medical Necessity review, nurses perform the initial case review and evaluation for coverage approval using the Claims Administrator's Medical Policies, established guidelines and evidence-based clinical criteria and protocols; however only a Medical Director employed by the Claims Administrator may deny coverage for a procedure based on Medical Necessity. The evidence-based clinical protocols evaluate the Medical Necessity of specific procedures and the majority are computer-based. Information provided in support of the request is entered into the computer-based system and evaluated against the clinical protocols. Nurses apply applicable benefit plan policies and procedures, taking into consideration the individual Member's condition and applying sound professional judgment. When the clinical criteria are not met, the given service request is referred to a Medical Director for further review for approval or denial. Independent medical consultants may also be engaged to provide clinical review of specific cases or for specific conditions. Should a procedure be denied for coverage based on lack of Medical Necessity, a letter is sent to the requesting Provider and Member in accordance with applicable law.

The Claims Administrator's utilization review program encourages peer dialogue regarding coverage decisions based on Medical Necessity by providing Physicians with direct access to the Claims Administrator's Medical Directors to discuss coverage of a case. Medical Directors and nurses are salaried, and contracted external Physician and other professional consultants are compensated on a per case reviewed basis, regardless of the coverage determination. The Claims Administrator does not specifically reward or provide financial incentives to individuals performing utilization review services for issuing denials of coverage. There are no financial incentives for such individuals which would encourage utilization review decisions that result in underutilization.

Clinical Criteria, Guidelines and Resources
The following guidelines, clinical criteria and other resources are used to help make Medical Necessity coverage decisions:

Clinical Decision Support Criteria: Clinical Decision Support Criteria is an externally validated and computer-based system used to assist the Claims Administrator in determining Medical Necessity. This evidence-based, Clinical Decision Support Criteria is nationally recognized and validated. Using a model based on evaluating intensity of service and severity of illness, these criteria assist our clinical staff evaluating the Medical Necessity of coverage based on a Member's specific clinical needs. Clinical Decision Support Criteria helps promote consistency in the Claims Administrator's plan determinations for similar medical issues and requests, and reduces practice variation among the Claims Administrator's clinical staff to minimize subjective decision-making.

Clinical Decision Support Criteria may be applied for Covered Services including but not limited to the following:
- Some elective surgeries-settings for Inpatient and Outpatient procedures (For example, hysterectomy and sinus Surgery);
- Inpatient hospitalizations;
- Inpatient Rehabilitation;
- Home Health;
- Durable Medical Equipment;
- Skilled Nursing Facility.

Centers for Medicare and Medicaid Services (CMS) Guidelines: A set of guidelines adopted and published by CMS for coverage of services by Medicare for Medicare Members.

IBC Medical Policies: IBC maintains an internally developed set of policies that document the coverage and conditions for certain medical/surgical procedures and ancillary services.

Covered Services for which IBC's Medical Polices are applied include, but are not limited to:
- Ambulance;
- Infusion;
- Speech Therapy;
- Occupational Therapy;
- Durable Medical Equipment;
- Review of potential cosmetic procedures.

IBC (and QCC) Internally Developed Guidelines: A set of guidelines developed specifically by IBC (and QCC), as needed, with input by clinical experts based on accepted practice guidelines within the specific fields and reflecting IBC Medical Policies for coverage.

Delegation of Utilization Review Activities And Criteria
In certain instances, the Claims Administrator has delegated certain utilization review activities, including Precertification review, concurrent review, and Case Management, to integrated delivery systems and/or entities with an expertise in medical management of a certain membership population (such as, Neonates/premature infants) or type of benefit or service (such as mental health/psychiatric care and Alcohol and Drug Abuse or radiology). In such instances, a formal delegation and oversight process is established in accordance with applicable law and nationally-recognized accreditation standards. In such cases, the delegate's utilization review criteria are generally used, with the Claims Administrator's approval.

Utilization Review and Criteria for Mental Health/Psychiatric Care and Alcohol and Drug Abuse Services
Utilization Review activities for mental health/psychiatric care and Alcohol and Drug Abuse services have been delegated by IBC (and QCC) to a behavioral health management company, which administers the mental health/psychiatric care and Alcohol and Drug Abuse benefits for the majority of the Claims Administrator's Members.

COORDINATION OF BENEFITS

Coordination of Benefits
This Program's Coordination of Benefits (COB) provision is designed to conserve funds associated with health care.

- Definitions
  In addition to the Definitions of this Program for purposes of this provision only:
  "Plan" shall mean any group arrangement providing health care benefits or Covered Services through:
  - Individual, group, (except hospital indemnity plans), blanket (except student accident) or franchise insurance coverage;
  - The Plan, health maintenance organization and other prepayment coverage;
  - Coverage under labor management trusted plans, union welfare plans, Employer organization plans, or Employee benefit organization plans; and
  - Coverage under any tax supported or government program to the extent permitted by law.

- Determination of Benefits
  COB applies when an Employee has health care coverage under any other group health care plan (Plan) for services covered under this Program, or when the Employee has coverage under any tax-supported or governmental program unless such program's benefits are, to the extent permitted by law, excess to those of any private insurance coverage. When COB applies, payments may be coordinated between the Claims Administrator and the other Plan in order to avoid duplication of benefits.

  Benefits under this Program will be provided in full when the Claims Administrator is primary, that is, when the Claims Administrator determines benefits first. If another Plan is primary, the Claims Administrator will provide benefits as described below.

When an Employee has group health care coverage under this Program and another Plan, the following will apply to determine which coverage is primary:

- If the other Plan does not include rules for coordinating benefits, such other Plan will be primary.
- If the other Plan includes rules for coordinating benefits:
  - The Plan covering the patient other than as a Dependent shall be primary.
  - The Plan covering the patient as a Dependent of the parent whose date of birth, excluding year of birth, occurs earlier in the calendar year shall be primary, unless the child's parents are separated or divorced and there is no joint custody agreement. If both parents have the same birthday, the Plan which covered the parent longer shall be primary.
  - Except as provided in the following paragraph, if the child's parents are separated or divorced and there is no joint custody agreement, benefits for the child are determined as follows:
    - First, the Plan covering the child as a Dependent of the parent with custody;
    - Then, the Plan of the spouse of the parent with custody of the child;
    - Finally, the Plan of the parent not having custody of the child.
  - When there is a court decree which establishes financial responsibility for the health care expenses of the Dependent child and the Plan covering the parent with such financial responsibility has actual knowledge of the court decree, benefits of that Plan are determined first.
  - If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined above in the paragraph that begins "The Plan covering the patient as a Dependent...".
- The Plan covering the patient as an Employee who is neither laid off nor retired (or as that Employee's Dependent) is primary to a Plan which covers that patient as a laid off or retired Employee (or as that Employee's Dependent). However, if the other Plan does not have the rule described immediately above and if, as a result, the Plans do not agree on the order of benefits, this rule does not apply.
- If none of the above rules apply, the Plan which covered the Employee longer shall be primary.

- Effect on Benefits

  When the Claims Administrator's Plan is secondary, the benefits under this Program will be reduced so that the Claims Administrator will pay no more than the difference, if any, between the benefits provided under the other Plan for services covered under this Program and the total Covered Services provided to the Employee. Benefits payable under another Plan include benefits that would have been payable had the claim been duly made therefore. In no event will the Claims Administrator payment exceed the amount that would have been payable under this Program if the Claims Administrator were primary.

  When the benefits are reduced under the primary Plan because an Employee does not comply with the Plan provision, or does not maximize benefits available under the primary Plan, the amount of such reduction will not be considered an allowable benefit. Examples of such provisions are Penalties and increased Coinsurance related to Precertification of admissions and services, In-Network Provider arrangements and other cost-sharing features.

Certain facts are needed to apply COB. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may, without consent of or notice to any person, release to or obtain from any other organization or person any information, with respect to any person, which the Claims Administrator deems necessary for such purposes. Any person claiming benefits under this Program shall furnish to the Claims Administrator such information as may be necessary to implement this provision. The Claims Administrator, however, shall not be required to determine the existence of any other Plan or the amount of benefits payable under any such Plan, and the payment of benefits under this Program shall be affected by the benefits that would be payable under any and all other Plans only to the extent that the Claims Administrator is furnished with information relative to such other Plans.

- Right of Recovery
  Whenever payments which should have been made under this Program in accordance with this provision have been made under any other Plan, the Claims Administrator shall have the right, exercisable alone and in its sole discretion, to pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Amounts so paid shall be deemed to be benefits provided under this Program and, to the extent of such payments, the Claims Administrator shall be fully discharged from liability under this Program.

  Whenever payments have been made by the Claims Administrator in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, the Claims Administrator shall have the right to recover such payments to the extent of such excess from among one or more of the following, as the Claims Administrator shall determine:
  - The person the Claims Administrator has paid or for whom they have paid;
  - Insurance companies; or
  - Any other organizations.

  The Member, on the Member's own behalf and on behalf of the Member's Dependents, shall, upon request, execute and deliver such instruments and papers as may be required and do whatever else is reasonably necessary to secure such rights to the Claims Administrator.

SUBROGATION AND REIMBURSEMENT RIGHTS

The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:
- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Claims Administrator reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Claims Administrator to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  Subrogation Rights
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  Reimbursement Rights
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The Claims Administrator has a right to full reimbursement.

  Lien
  By accepting benefits for Covered Services from the Claims Administrator, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Claims Administrator the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Claims Administrator to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Claims Administrator has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Claims Administrator is reimbursed in full.

Constructive Trust
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Claims Administrator.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Claims Administrator will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing. The recovery rights of the Claims Administrator will not be reduced by the "common fund" doctrine.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

Obligations of Member
- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.

- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Claims Administrator paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  Subrogation Rights
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  Reimbursement Rights
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

Obligations of Member

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator’s ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

IMPORTANT: Failure to Cooperate
If the Member fails or refuses to sign forms or documents as requested or otherwise fail or refuse to cooperate or abide by any of the obligations described above, the Claims Administrator or Plan Administrator, as applicable, has full discretion and authority to reduce or withhold benefit payments to recover subrogation/reimbursement amounts that are owed and/or to terminate the Member's participation in the Program.

CLAIM PROCEDURES

How To File A Claim
The Member is never required to file a claim when Covered Services are provided by In-Network Providers. When the Member receives care from an Out-of-Network Provider, the Member will need to file a claim to receive benefits. If the Member does not have a claim form, the Member should call the Claims Administrator's Member Services Department at the number listed on the Member's Identification Card, and a claim form will be sent to the Member. The Member should fill out the claim form and return it with their itemized bills to the Claims Administrator at the address listed on the claim form no later than 20 days after completion of the Covered Services. The claim should include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the service or supply was rendered.

If it was not possible to file the claim within the 20-day period, the Member's benefits will not be reduced, but in no event will the Claims Administrator be required to accept the claim more than 12 months after the end of the Benefit Period in which the Covered Services are rendered.

Release Of Information
Each Member agrees that any person or entity having information relating to an illness or injury for which benefits are claimed under this Program may furnish to the Claims Administrator, upon its request, any information (including copies of records relating to the illness or injury). In addition, the Claims Administrator may furnish similar information to other entities providing similar benefits at their request.

The Claims Administrator may furnish other plans or plan sponsored entities with membership and/or coverage information for the purpose of claims processing or facilitating patient care.

When the Claims Administrator needs to obtain consent for the release of personal health information, authorization of care and treatment, or to have access to information from a Member who is unable to provide it, the Claims Administrator will obtain consent from the parent, legal guardian, next of kin, or other individual with appropriate legal authority to make decisions on behalf of the Member.

Limitation Of Actions
No legal action may be taken to recover benefits prior to 60 days after notice of claim has been given as specified above, and no such action may be taken later than three years after the date Covered Services are rendered.

Claim Forms
The Claims Administrator will furnish to the Member or to the Group, for delivery to the Member, such claim forms as are required for filing proof of loss for Covered Services provided by Out-of-Network Providers.

Timely Filing
The Claims Administrator will not be liable under this Program unless proper notice is furnished to the Claims Administrator that Covered Services have been rendered to a Member. Written notice must be given within 90 days after completion of the Covered Services. The notice must include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the service or supply was rendered.

Failure to give notice to the Claims Administrator within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will the Claims Administrator be required to accept notice more than 12 months after the end of the Benefit Period in which the Covered Services are rendered.

The above is not applicable to claims administered by In-Network Providers.

Time of Payment of Claims
Claim payments for benefits payable under this Program will be processed immediately upon receipt of due written proof of loss. Subject to due written proof of loss, all benefits for loss for which this Program provides periodic benefits will be paid not more than 30 days after receipt of proof of loss and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claims
If any indemnity of this Program shall be payable to the estate of the Member, or to a Member or beneficiary who is a minor or otherwise not competent to give a valid release, the Claims Administrator may pay such indemnity, up to an amount not exceeding $1,000, to any relative by blood or connection by marriage of the Member or beneficiary who is deemed by the Claims Administrator to be equitably entitled thereto. Any payment made by the Claims Administrator in good faith pursuant to this provision shall fully discharge the Claims Administrator to the extent of such payment.

Physical Examinations and Autopsy
The Claims Administrator at its own expense shall have the right and opportunity to examine the Member when and so often as it may reasonably require during the pendency of claim under this Program; and the Claims Administrator shall also have the right and opportunity to make an autopsy in case of death, where it is not prohibited by law.

Special Circumstances
In the event that Special Circumstances result in a severe impact to the availability of providers and services, to the procedures required for obtaining benefits for Covered Services under this Program (For example, obtaining Precertification, use of In-Network Providers), or to the administration of this Program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period as required by the Special Circumstances as defined below.

The Claims Administrator shall make a good faith effort to provide access to Covered Services in so far as practical and according to its best judgment. Neither the Claims Administrator nor the Providers in the Claims Administrator's PPO network shall incur liability or obligation for delay or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances as recognized in the community, and by the Claims Administrator and appropriate regulatory authority, are extraordinary circumstances not within the control of the Claims Administrator, including but not limited to:

- Major disaster;
- Epidemic;
- Pandemic;
- The complete or partial destruction of facilities;
- Riot;
- Civil insurrection; or
- Public health emergency.

COMPLAINT AND APPEAL PROCESS

Informal Member Complaint Process

The Claims Administrator has a process for Members to express informal Complaints. To register a Complaint (as opposed to an Appeal as discussed below), Members should call the Member Services Department at the telephone number on the back of their Identification Card or write to the Claims Administrator at the following address:

General Correspondence
1901 Market Street
Philadelphia, PA 19103

Most Member concerns are resolved informally at this level. However, if the Claims Administrator is unable to immediately resolve the Member Complaint, it will be investigated, and the Member will receive a response in writing within 30 days.

Member Appeal Process

Filing an Appeal

The Claims Administrator maintains procedures for the resolution of Member Appeals. Internal Appeals may be filed within 180 calendar days of the Member's or designee's receipt of an adverse benefit determination from the Claims Administrator. The Member may designate either the Provider or another authorized representative to represent the Member on the Appeal. After obtaining the Member's authorization, either the Provider or another authorized representative requests a change of a previous decision made by the Claims Administrator by following the procedures described here. (In order to authorize someone else to be the Member's representative for the Appeal, the Member must complete a valid authorization form. The Member should contact the Claims Administrator as directed below to obtain a "Member/Enrollee Authorization to Appeal by Provider or Other Representative" form or for questions regarding the requirements for an authorized representative.)

The Member or other authorized person on behalf of the Member, may request an Appeal by calling or writing to the Claims Administrator, as defined in the letter notifying the Member of the decision or as follows:

Member Appeals Department	Toll Free Phone: 1-888-671-5276
P.O. Box 41820	Toll Free Fax: 1-888-671-5274 or
Philadelphia, PA, 19101-1820	Phila. Fax: 215-988-6558

The Member or designee is entitled to a full and fair review. Specifically, at all Appeal levels the Member or designee may submit additional information pertaining to the case, to the Claims Administrator. The Member or designee may specify the remedy or corrective action being sought. At the Member's request, the Claims Administrator will provide access to and copies of

all relevant documents, records, and other information that are not confidential, proprietary, or privileged. The Claims Administrator will automatically provide the Member or designee with any new or additional evidence considered, relied upon, or generated by the Claims Administrator in connection with the Appeal, which is used to formulate the rationale. Such evidence is provided as soon as possible and in advance of the date the adverse notification is issued. This information is provided to the Member or designee at no charge.

The Claims Administrator will not terminate or reduce an-ongoing course of treatment without providing the Member or designee with advance notice and the opportunity for advanced review.

Individuals with urgent care conditions or who are receiving an on-going course of treatment may proceed with an expedited external review at the same time as the internal expedited Appeals process.

If the Appeal is upheld, the letter states the reason(s) for the decision. If a benefit provision, internal, rule, guideline, protocol, or other similar criterion is used in making the determination, the Member may request copies of this information at no charge. If the decision is to uphold the denial, there is an explanation of the scientific or clinical judgment for the determination. The letter also indicates the qualifications of the individual who decided the Appeal and their understanding of the nature of the Appeal. The Member or designee may request in writing, at no charge, the name of the individual who participated in the decision to uphold the denial.

Types of Appeals

Following are the two types of Appeals and the issues they address:

- **Internal Standard (non-urgent) Medical Necessity Appeals** - An Appeal by or on behalf of a Member that focuses on issues of Medical Necessity and requests the Claims Administrator to change its decision to deny or limit the provision of a Covered Service. Medical Necessity Appeals include Appeals of adverse benefit determinations based on medical judgement and the exclusions for Experimental/Investigative or cosmetic services. A Claim Administrator's Medical Director (MDR) is the decision maker for Medical Necessity Appeals. This individual holds an active unrestricted license to practice medicine. Either the Claim Administrator's MDR or an independent consultant function as the same/similar specialist. The same/similar specialist is in the same/similar specialty as the individual who is managing the Member's care, The independent consultant is a licensed Physician, Psychologist, or other health care professional, who has no previous involvement with the case and is not a subordinate of anyone previously involved in the case.

  For each of the two levels of Medical Necessity Appeal, a different MDR is the decider of the Appeal. For both levels of Appeal, the MDR has no previous involvement with the case and is not a subordinate of anyone previously involved.

  The same/similar specialist review is typically part of the first level Appeal. However, if additional information is submitted prior to the second level of Appeal, an MDR or independent consultant who has no previous involvement with the case and is not the subordinate of anyone who was previously involved in the case, conducts a second same/similar specialist review.

- **Administrative Appeal** - A dispute or objection by a Member regarding the following: operations or management policies of a health care plan, non-covered services, coverage limitations, participating or non-participating provider status, cost sharing requirements,

certain surprise medical bills received by a Member from an out-of-network Provider, and rescissions of coverage (except for failure to pay premiums or coverage contributions), that has not been resolved by the Claims Administrator. An employee of the Claims Administrator is the decision maker for the level 1 Administrative Appeal. This individual has had no previous involvement with the case and is not a subordinate of anyone involved with a previous adverse determination. A different employee of the Claims Administrator decides the level 2 Appeal. This individual has no prior involvement in the case and is not the subordinate of anyone previously involved.

Internal Standard Appeals

Pre-service Appeal - An Appeal for benefits that, under the terms of this Group Program Document, must be pre-certified or pre-approved (either in whole or in part) before medical care is obtained for coverage to be available. For a standard Pre-Service Appeal, a maximum of 15 calendar days is available for each of the two levels of internal Appeal.

Post-service Appeal - An Appeal for benefits that is not a Pre-service Appeal. (Post-service Appeals concerning claims for services that the Member has already obtained do not qualify for review as Expedited/Urgent Appeals.) For a standard Post-Service Appeal, a maximum of 30 calendar days is available for each of the two levels of internal Appeal.

For prescription non-formulary exception requests, the decision is made, and notification is sent to the Member/designee within 72 hours for each level of Appeal.

The decision of the Claims Administrator is sent to the Member or designee in writing within the timeframe noted above.

Internal Urgent/Expedited Appeals Review:

An urgent expedited Appeal is any Appeal for medical care or treatment with respect to which the application of the time periods for making non-urgent determinations could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, or in the opinion of a Physician with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Appeal.

The Appeals review process for an urgent/expedited Appeal mirrors the process described above under the section entitled "Types of Appeal".

The expedited review is completed promptly based on the Member's health condition, but no later than 72 hours after receipt of the expedited Appeal request by the Claims Administrator. Within 72 hours after receipt of the expedited Appeal, the Claims Administrator notifies the Member or designee by telephone of the determination. The determination is sent in writing within 72 hours after the Member or designee has received the verbal notification.

For prescription non-formulary exception requests, the Claims Administrator notifies the Member or designee of the determination in writing within 24 hours after the receipt of the request from the Member or designee.

The Member or designee may also file an expedited external Medical Necessity Appeal at the same time as filing an internal expedited Medical Necessity Appeal.

If not satisfied with the standard or expedited decision from the Claims Administrator, the Member or designee has the right to initiate an external Appeal as described below.

External Review Process via an Independent Review Organization (IRO)

Types of Services Eligible for An External Review
Under the Federal Independent Review Organization (IRO) process, Members or their designee may request an External Review that is based on any of the following:

- Medical Necessity and medical judgement Appeals, including when a health care Provider requests an authorization for additional treatment that was not approved by the Plan.
- Appropriateness of service.
- Health care setting.
- Effectiveness of a covered benefit.
- Level of care.

When a Member seeks coverage for specialized care from an out-of-network health care Provider because they believe that an in-network health care Provider cannot effectively do the procedure or manage their care.

Disputes regarding the Program's compliance with the surprise billing and cost-sharing protections under Sections 2799a-1 and 2799a-2 of the Public Health Services Act and regulations promulgated thereunder, including:

- Any determination of whether an Appeal is for emergency services or for consideration of compliance with the cost sharing and surprise billing protections.
- Clarification as to whether a claim for items and/or services from non-participating health care Providers at an in-network facility are subject to the No Surprise Act protections.
- Clarification as to whether an individual was in a condition to receive a notice about the No Surprise Act protections and have given informed consent to waive those protections.

Determine whether a claim for services and items is coded correctly and consistent with the treatment the individual received.

Determine whether cost-sharing was appropriately calculated for claims for ancillary services provided by an out-of-network health care Provider at an in-network facility.

Rescissions of coverage, except for non-payment of premiums or coverage contributions

Standard External Review Process - The Claims Administrator follows the Federal Independent Review Organization (IRO) Process. The Member or designee may request an External Review via an IRO by calling or writing to the Claims Administrator within four months of receipt of the internal Appeal decision letter. The Member or designee is not required to pay any of the costs associated with the External Review.

The Member or designee may only request an External Review after exhausting the Claims Administrator's internal Appeal process. The Member or designee shall be deemed to have exhausted the internal Appeal process if the Claims Administrator has failed to comply with the requirements of the internal claims, utilization review and or Appeals process, unless the failure or failures are based on de minimis (minor) violations that do not cause and are not likely to cause prejudice or harm to the Member or designee.

Preliminary Review

Within five business days of the Claims Administrator's receipt of an External Appeal request from the Member or designee, the Claims Administrator conducts a preliminary review of the request to determine the following:

- The Member is or was covered at the time the health care service or item was requested (in the case where services or items require pre-authorization) or provided in the case of retrospective reviews.
- The adverse benefit determination or final adverse benefit determination does not relate to the Member's failure to meet the eligibility requirements under the terms of the Program.
- The Member has exhausted the Program's internal Appeal process.
- The Member has provided all the information and forms required to process an external Appeal.

Within one business day after completion of the preliminary review, the Claims Administrator sends written notification to the Member or designee. If the request is complete but not eligible for an external review, the notice must include the reasons for the lack of ineligibility. If additional information or material is needed for the Claims Administrator to process the external Appeal request, the notification identifies that information. The Member or designee has 48 hours from their receipt of the notification to submit the required information to the Claims Administrator.

If the request is eligible, the Claims Administrator assigns the external review to an IRO which is accredited by a nationally recognized accrediting organization such as NCQA (National Committee for Quality Assurance). The IRO referral process provides for the following:

- The Claims Administrator ensures that the IRO process is not biased.
- The Claims Administrator contracts with four separate IROs and rotates assignments among them.
- As required by Federal law, the IRO is not eligible for financial incentives based on the likelihood they will support the denial.
- The IRO has no direct or indirect professional, familial, or financial conflicts of interest with the Claims Administrator, with the Member, or the designee. The Claims Administrator's arrangements for assignment of an IRO and payment for the services of an IRO do not constitute a conflict of interest.
- The consultant assigned by the IRO to review the Appeal request, has no prior involvement with the case and is not a subordinate of anyone previously involved.
- The assigned consultant is in the same/similar specialty as the individual managing the Member's care.

Within five business days of the IRO assignment, the Claims Administrator sends the IRO all the information and documents considered in making the adverse determination electronically via the applicable IRO portal.

For a standard external review, the IRO makes the decision and sends notification to the Member or designee within 45 calendar days of their receipt of the request. For prescription non-formulary exception requests, the IRO sends notification to the Member or designee within 72 hours of their receipt of the request.

Expedited External Review Process

The Member or designee may request an External Review for urgent/expedited situations through an IRO. Additionally, the Member or the designee may request a concurrent internal and external expedited external review. The Member or designee is not required to pay any of the costs.

Preliminary Review - Immediately upon request for an external expedited Appeal, the Claims Administrator determines the eligibility and reviewability of the request as follows.

- The Member is or was covered at the time the health care service or item was requested (in the case where services or items require pre-authorization) or provided in the case of retrospective reviews.
- The adverse benefit determination or final adverse benefit determination does not relate to the Member's failure to meet eligibility requirements under the terms of the Program.
- The Member has provided all the information and forms required to process an expedited external Appeal.

Upon determination that an expedited external review request is eligible for an external review, the Claims Administrator assigns an IRO and electronically sends all information and documents considered in the adverse benefit determination to the IRO via the applicable portal.

The IRO reviews the case file, makes a decision, and sends notification to the Member or designee within 72 hours of their receipt of the external Appeal request. For prescription non-formulary exception requests, the IRO reviews the case file, makes the decision, and notifies the Member or designee within 24 hours of their receipt of the request.

All IRO overturn decisions (both standard and expedited) are binding on the Claims Administrator and Plan Administrator. If the decision of the IRO is that the services are eligible, the Claims Administrator authorizes the service and/or pays the claims. The Member is notified in writing of the time and procedure for claim payment and/or approval of the service in the event of an overturn of the Internal Appeal. The Claims Administrator implements the IRO's decision within the time, if any, specified by the IRO.

IMPORTANT DEFINITIONS

The terms below have the following meaning when describing the benefits in this Benefit Booklet. They will be helpful to you (the Member) in fully understanding your benefits.

Accidental Injury
Injury to the body that is solely caused by an accident, and not by any other causes.

Accredited Educational Institution
A publicly or privately operated academic institution of higher learning which:
- Provides recognized courses or a course of instruction.
- Confers any of the following, when a student completes the course of study:
  - A diploma;
  - A degree; or
  - Another recognized certification of completion.
- Is duly recognized, and declared as such, by the appropriate authority, as follows:
  - An authority of the state in which such institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to Colleges and Universities; and Technical or specialized schools.

Acupuncture
A therapeutic procedure performed by the insertion of one or more specially manufactured solid metallic needles into a specific location(s) on the body. The intent is to stimulate Acupuncture points, with or without subsequent manual manipulation.

Alcohol Or Drug Abuse And Dependency
Any use of alcohol or other drugs which produces a pattern of pathological use that:
- Causes impairment in the way people relate to others; or
- Causes impairment in the way people function in their jobs or careers; or
- Produces a dependency that makes a person physically ill, when the alcohol or drug is taken away.

Alternative Therapies/Complementary Medicine
Complementary and alternative medicine, is defined as a group of diverse medical and health care systems, practices, and products, currently not considered to be part of conventional medicine based on recognition by the National Institutes of Health.

Ambulatory Surgical Facility
A facility operated, licensed or approved as an Ambulatory Surgical Facility by the responsible state agency, which provides specialty or multispecialty Outpatient surgical treatment or procedure that is not located on the premises of a Hospital.

It is a Facility Provider which:
- Has an organized staff of Physicians;
- Is licensed as required; and
- Has been approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); or
- Has been approved by the Accreditation Association for Ambulatory Health Care, Inc.; or
- Has been approved by the Claims Administrator.

It is also a Facility Provider which:
- Has permanent facilities and equipment for the primary purposes of performing surgical procedures on an Outpatient basis;
- Provides treatment, by or under the supervision of Physicians and nursing services, whenever the patient is in the facility;
- Does not provide Inpatient accommodations; and
- Is not, other than incidentally, a facility used as an office or clinic for the private practice of a Professional Provider.

Ancillary Service Provider
An individual or entity that provides Covered Services, supplies or equipment such as, but not limited to:
- Infusion Therapy Services;
- Durable Medical Equipment; and
- Ambulance services.

Anesthesia
The process of giving the Member an approved drug or agent, in order to:
- Cause the Member's muscles to relax;
- Cause the Member to lose feeling; or
- Cause the Member to lose consciousness.

Appeal
A request by a Member, or the Member's representative or Provider, acting on the Member's behalf upon written consent, to change a previous decision made by the Claims Administrator.
- Administrative Appeal: An Appeal by or on behalf of a Member that focuses on unresolved disputes or objections regarding coverage terms such as contract exclusions and non-covered benefits. Administrative Appeal may present issues related to Medical Necessity, but these are not the primary issues that affect the outcome of the Appeal.
- Medical Necessity Appeal: A request for the Claims Administrator to change its decision, based primarily on Medical Necessity, to deny or limit the provision of a Covered Service.
- Expedited Appeal: A faster review of a Medical Necessity Appeal, conducted when the Claims Administrator determines that a delay in decision making would seriously jeopardize the Member's life, health, or ability to regain maximum function.

Applicant And Employee/Member
You, the Employee who applies for coverage under the Program.

Application And Application Card
The request of the Applicant for coverage:
- Either written or via electronic transfer; and
- Set forth in a format approved by the Claims Administrator.

Attention Deficit Disorder
A disease that makes a person have a hard time paying attention; be too impulsive; and be overly active.

Autism Service Provider
A person, entity or group that provides treatment of Autism Spectrum Disorders (ASD), using an ASD Treatment Plan, and that is either:
- Licensed or certified in this Commonwealth; or
- Enrolled in the Commonwealth's medical assistance program on or before the effective date of the Pennsylvania Autism Spectrum Disorders law.

An Autism Service Provider shall include a Behavioral Specialist.

Autism Spectrum Disorders (ASD)
Any of the Pervasive Developmental Disorders defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), or its successor.

Autism Spectrum Disorders Treatment Plan (ASD Treatment Plan)
A plan for the treatment of Autism Spectrum Disorders:
- Developed by: A licensed Physician or licensed Psychologist who is a Professional Provider; and
- Based on: A comprehensive evaluation or reevaluation, performed in a manner consistent with the most recent clinical report or recommendations of the American Academy of Pediatrics.

Behavioral Specialist
An individual with appropriate certification or licensure by the applicable state, who designs, implements or evaluates a behavior modification intervention component of an ASD (Autism Spectrum Disorder) Treatment Plan, through Applied Behavioral Analysis which includes:
- Skill acquisition and reduction of problematic behavior;
- Improve function and/or behavior significantly; or
- Prevent loss of attained skill or function.

Benefit Period
The specified period of time as shown in the ***Schedule of Covered Services*** within which the Member has to use Covered Services in order to be eligible for payment by their Claims Administrator. A charge shall be considered Incurred on the date the service or supply was provided to the Member.

Birth Center
A Facility Provider approved by the Claims Administrator which:
- Is primarily organized and staffed to provide maternity care;
- Is where a woman can go to receive maternity care and give birth;
- Is licensed as required in the state where it is situated; and
- Is under the supervision of a Physician or a licensed certified midwife.

BlueCard Program
A program that allows a Member travelling or living outside of their plan’s area to receive coverage for services at an "In-Network" benefit level if the Member receives services from Blue Cross Blue Shield providers that participate in the BlueCard Program.

BlueCard Provider
A Provider that participates in the BlueCard Program as an In-Network Provider.

Care Coordinator Fee
A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Case Management
Comprehensive Case Management programs serve Members who have been diagnosed with an illness or injury that is complex, catastrophic, or chronic.

The objectives of Case Management are to:
- Make it easier for Members to get the service and care they need in an efficient way;
- Link the Member with appropriate health care or support services;
- Assist Providers in coordinating prescribed services;
- Monitor the quality of services delivered; and
- Improve Members' health outcomes.

Case Management supports Members and Providers by:
- Locating services;
- Coordinating services; and/or
- Evaluating services.

These steps are taken, across various levels and sites of care, for a Member who has been diagnosed with a complex, catastrophic or chronic illness and/or injury.

Certified Registered Nurse
Any one of the following types of nurses who are certified by the state Board of Nursing or a national nursing organization recognized by the State Board of Nursing:
- A certified registered nurse anesthetist;
- A certified registered nurse practitioner;
- A certified entreostomal therapy nurse;
- A certified community health nurse;
- A certified psychiatric mental health nurse; or
- A certified clinical nurse specialist.

This excludes any registered professional nurses employed by:
- A health care facility; or
- An anesthesiology group.

Cognitive Rehabilitation Therapy
Cognitive rehabilitation is a medically prescribed, multidisciplinary approach that consists of tasks that:
- Establish new ways for a person to compensate for brain function that has been lost due to injury, trauma, stroke, or encephalopathy; or
- Reinforce or re-establish previously learned patterns of behavior.

It consists of a variety of therapy modalities which lessen and ease problems caused by deficits in:
- Attention;
- Visual processing;
- Language;
- Memory;
- Reasoning; and
- Problem solving.

Cognitive rehabilitation is performed by any of the following professionals, using a team approach:

- A Physician;
- A neuropsychologist;
- A Psychologist; as well as, a physical, occupational or speech therapist.

Coinsurance
A type of cost-sharing in which the Member assumes a percentage of the Covered Expense for Covered Services (such as 20%). The Coinsurance percentage is listed in the ***Schedule of Covered Services***.

It is the amount that the Member is obliged to pay for covered medical services, after the Member has satisfied any Copayment(s) or Deductible(s) required by this Program.

Compendia
Compendia are reference documents used by the Claims Administrator to determine if a prescription drug should be covered. Compendia provide:

- Summaries of how drugs work;
- Information about which drugs are recommended to treat specific diseases; and
- The appropriate dosing schedule for each drug.

Over the years, some Compendia have merged with other publications. The Claims Administrator only reviews current Compendia when making coverage decisions.

Complaint
Any expression of dissatisfaction, verbal or written, by a Member.

Conditions For Departments (for Qualifying Clinical Trials)
The conditions described in this paragraph, for a study or investigation conducted by the Department of Veteran Affairs, Defense or Energy, are that the study or investigation has been reviewed and approved through a system of peer review that the Government determines:

- To be comparable to the system of peer review of studies and investigations used by the National Institutes of Health (NIH); and
- Assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review.

Consumable Medical Supply
Non-durable medical supplies that cannot withstand repeated use, are usually disposable, and are generally not useful to a person in the absence of illness or injury.

Copayment
A type of cost-sharing in which the Member pays a flat dollar amount each time a Covered Service is provided (such as a $10 or $15 Copayment per office visit). Copayments, if any, are identified in the ***Schedule of Covered Services***.

Covered Expense
Refers to the basis on which a Member's Deductibles, Coinsurance, benefit Maximums and benefits are calculated.

- For Covered Services provided by a Facility Provider, the term "Covered Expense" means the following:
  - For Covered Services provided by an In-Network Facility Provider, "Covered Expense" means the amount payable to the Provider under the contractual arrangement in effect with the Claims Administrator.

- For Covered Services provided by an Out-of-Network Facility Provider, "Covered Expense" for Outpatient services means the lesser of the Medicare Allowable Payment for Facilities or the Facility Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Facility Provider's charges for Covered Services.
- For Covered Services provided by an Out-of-Network Facility Provider, "Covered Expense" for Inpatient services means the lesser of the Medicare Allowable Payment for Facilities or the Facility Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by the applicable Claims Administrator's proprietary fee schedule for the closest analogous Covered Service.

- For Covered Services provided by a Professional Provider, "Covered Expense" means the following:
  - For Covered Services by an In-Network Professional Provider or BlueCard Provider, "Covered Expense" means the rate of reimbursement for Covered Services that the Professional Provider has agreed to accept as set forth by contract with the Claims Administrator, or the BlueCard Provider;
  - For an Out-of-Network Professional Provider, "Covered Expense" means the lesser of the Medicare Professional Allowable Payment or of the Provider's charges for Covered Services. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Professional Provider's charges for Covered Services.
- For Covered Services provided by an Ancillary Service Provider, "Covered Expense" means the following:
  - For Covered Services provided by an In-Network Ancillary Service Provider or BlueCard Provider "Covered Expense" means the amount payable to the Provider under the contractual arrangement in effect with the Claims Administrator or BlueCard Provider.
  - For Covered Services provided by an Out-of-Network Ancillary Service Provider, "Covered Expense" means the lesser of the Medicare Ancillary Allowable Payment or the Provider's charges. For Covered Services that are not recognized or reimbursed by the Medicare traditional program, the amount is determined by reimbursing the lesser of the Claims Administrator's applicable proprietary fee schedule or the Provider's charges. For Covered Services not recognized or reimbursed by the Medicare traditional program or the Claims Administrator's applicable proprietary fee schedule, the amount is determined by reimbursing 50% of the Out-of-Network Ancillary Service Provider's charges for Covered Services.
- Nothing in this section shall be construed to mean that the Claims Administrator would provide coverage for services other than Covered Services.

Covered Service
A service or supply specified in this Benefit Booklet for which benefits will be provided by the Claims Administrator.

Custodial Care (Domiciliary Care)
Care provided primarily for Maintenance of the patient or care which is designed essentially:
- To assist the patient in meeting their activities of daily living; and
- Which is not primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition.

Custodial Care includes help in tasks which do not require the technical skills or professional training of medical or nursing personnel in order to be performed safely and effectively.

Such tasks include, but are not limited to:
- Walking;
- Bathing;
- Dressing;
- Feeding;
- Preparation of special diets; and
- Supervision over self-administration of medications.

Day Rehabilitation Program
A level of Outpatient Care consisting of four to seven hours of daily rehabilitative therapies and other medical services five days per week.
The Member returns home:
- Each evening; and
- For the entire weekend.

Therapies provided may include a combination of therapies, such as:
- Physical Therapy;
- Occupational Therapy; and
- Speech Therapy.

Other medical services such as:
- Nursing services;
- Psychological therapy; and
- Case Management services.

Day Rehabilitation sessions also include a combination of:
- One-to-one therapy; and
- Group therapy.

Deductible
A specified amount of Covered Expense for the Covered Services that is Incurred, by the Member, before the Claims Administrator will assume any liability.
- A specific dollar amount that the Member's Claims Administrator may require that the Member pay out-of-pocket each Benefit Period, before the Program begins to make payments for claims.

Detoxification
The process by which a person who is alcohol or drug intoxicated, or alcohol or drug dependent, is assisted under the following circumstances:
- In a state licensed Facility Provider; or
- In the case of opiates, by an appropriately licensed behavioral health provider, in an ambulatory (Outpatient) setting.

This treatment process will occur through the period of time necessary to eliminate, by metabolic or other means, any or each of the following problems:

- The intoxicating alcohol or drug;
- Alcohol or drug dependency factors; or
- Alcohol in combination with drugs, as determined by a licensed Physician, while keeping the physiological and psychological risk to the patient at a minimum.

Domestic Partner (Domestic Partnership)

An individual of a Domestic Partnership consisting of two people, each of whom:

- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this Domestic Partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partnership agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

  The Claims Administrator reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

Durable Medical Equipment (DME)

Equipment that meets the following criteria:

- It is durable. (That is, an item that can withstand repeated use.)
- It is medical equipment. (That is, equipment that is primarily and customarily used for medical purposes, and is not generally useful in the absence of illness or injury.)
- It is generally not useful to a person without an illness or injury.
- It is appropriate for use in the home.

Durable Medical Equipment includes, but is not limited to:

- Diabetic supplies;
- Canes;
- Crutches;
- Walkers;
- Commode chairs;
- Home oxygen equipment;
- Hospital beds;
- Traction equipment; and
- Wheelchairs.

Effective Date
The date on which coverage for a Member begins under the Program. All coverage begins at 12:01 a.m. on the date reflected on the records of the Claims Administrator.

Emergency
The sudden and unexpected onset of a medical or psychiatric condition manifesting itself in acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
- Placing the Member's health, or in the case of a pregnant Member, the health of the unborn child, in jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency Care
Covered Services and supplies provided to a Member in, or for, an Emergency:
- By a Hospital or Facility Provider and/or Professional Provider; and
- On an Outpatient basis; and
- In a Hospital Emergency Room or Outpatient Emergency Facility.

Employee
An individual of the Group contracting with the Claims Administrator and:
- Who meets the eligibility requirements for enrollment; and
- Who, at enrollment, is specified as meeting the eligibility requirements; and
- In whose name the Identification Card is issued.

Equipment For Safety
Equipment used to keep people safe.

These are:
- Items that are not primarily used for the diagnosis, care or treatment of disease or injury.
- Items which are primarily used to prevent injury or provide a safe surrounding.

Examples include:
- Restraints;
- Safety straps;
- Safety enclosures; and
- Car seats.

Essential Health Benefits
A set of health care service categories that must be covered by certain plans in accordance with the Affordable Care Act. Essential health benefits must include items and services within at least the following 10 categories:
- Ambulatory patient services;
- Emergency services;
- Hospitalization;
- Maternity and newborn care;
- Mental health and substance use disorder services, including behavioral health treatment;
- Prescription Drugs;
- Rehabilitative and habilitative services and devices;
- Laboratory services;
- Preventive and wellness services and chronic disease management; and
- Pediatric services, including oral and vision care.

Experimental/Investigative Services
A drug, biological product, device, medical treatment or procedure, or diagnostic test which meets any of the following criteria:

- Is the subject of: Ongoing clinical trials;
- Is the research, experimental, study or investigational arm of an ongoing clinical trial(s) or is otherwise under a systematic, intensive investigation to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis;
- Is not of proven benefit for the particular diagnosis or treatment of the Member's particular condition;
- Is not generally recognized by the medical community, as clearly demonstrated by Reliable Evidence, as effective and appropriate for the diagnosis or treatment of the Member's particular condition; or
- Is generally recognized, based on Reliable Evidence, by the medical community as a diagnostic or treatment intervention for which additional study regarding its safety and efficacy for the diagnosis or treatment of the Member's particular condition, is recommended.

Any drug, biological product, device, medical treatment or procedure, or diagnostic test is not considered Experimental/Investigative if it meets all of the criteria listed below:

- When required, the drug, biological product, device, medical treatment or procedure, or diagnostic test must have final approval from the appropriate governmental regulatory bodies (For example, FDA).
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test meets technical standards, is clinically valid, and has a definite positive effect on health outcomes.
- Reliable Evidence demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test leads to measurable improvement in health outcomes (That is, the beneficial effects outweigh any harmful effects).
- Reliable Evidence clearly demonstrates that the drug, biological product, device, medical treatment or procedure or diagnostic test is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable.
- Reliable Evidence clearly demonstrates that improvement in health outcomes, as defined in the previous bullet, is possible in standard conditions of medical practice, outside clinical investigatory settings.
- Reliable Evidence shows that the prevailing opinion among experts regarding the drug, biological product, device, medical treatment or procedure or diagnostic test is that studies or clinical trials have determined its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment for a particular diagnosis.

Any approval granted as an interim step in the FDA regulatory process (For example, An Investigational New Drug Exemption as defined by the FDA), is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of a drug or biological product (For example, infusible agent) for another diagnosis, condition, or in a manner that does not align with the FDA approval shall require that one or more of the established reference Compendia identified in the Claims Administrator policies recognize the usage as appropriate medical treatment.

Facility Provider
An institution or entity licensed, where required, to provide care.

Such facilities include:
- Ambulatory Surgical Facility;
- Birth Center;
- Free Standing Dialysis Facility;
- Free Standing Ambulatory Care Facility;
- Home Health Care Agency;
- Hospice;
- Hospital;
- Non-Hospital Facility;
- Psychiatric Hospital;
- Rehabilitation Hospital;
- Residential Treatment Facility;
- Short Procedure Unit;
- Skilled Nursing Facility.

Family Coverage
Coverage purchased for the Member and one or more of the Member's Dependents.

Free Standing Ambulatory Care Facility
A Facility Provider, other than a Hospital, that provides treatment or services on an Outpatient or partial basis.

In addition, the facility:
- Is not, other than incidentally, used as an office or clinic for the private practice of a Physician.
- Is licensed by the state in which it is located and be accredited by the appropriate regulatory body.

Free Standing Dialysis Facility
A Facility Provider that provides dialysis services for people who have serious kidney disease.

In addition, the facility:
- Is primarily engaged in providing dialysis treatment, Maintenance or training to patients on an Outpatient or home care basis.
- Is licensed or approved by the appropriate governmental agency; and
- Is approved by the Claims Administrator.

Gene Replacement Therapy
The scientific development of a functional copy of a missing, non-functioning, or mutated gene, designed to be infused or injected into the body to restore normal function. Examples of Gene Replacement Therapy include Luxturna® (voretigene neparvovec-rzyl) and Zolgensma® (onasemnogene abeparvovec-xioi).

Group or (Enrolled Group)
A group of Employees which has been accepted by the Claims Administrator, consisting of all those Applicants whose charges are remitted by the Applicant's Agent together with all the Employees, listed on the Application Cards or amendments thereof, who have been accepted by the Claims Administrator.

Hearing Aid
A device that amplifies sound through simple acoustic amplification or through transduction of sound waves into mechanical energy that is perceived as sound. A Hearing Aid is comprised of:
- A microphone to pick up sound;
- An amplifier to increase the sound;
- A receiver to transmit the sound to the ear; and
- A battery for power.

A Hearing Aid may also have a transducer that changes sound energy into a different form of energy. The separate parts of a Hearing Aid can be packaged together into a small self-contained unit, or may remain separate or even require surgical implantation into the ear or part of the ear. Generally, a Hearing Aid will be categorized into one of the following common styles:
- Behind-The-Ear;
- In-The-Ear;
- In-The-Canal;
- Completely-In-The-Canal; or
- Implantable (Can Be Partial or Complete).

A Hearing Aid is not a cochlear implant.

Home
For purposes of the Home Health Care and Homebound Covered Services only, this is the place where the Member lives.

This place may be:
- A private residence/domicile;
- An assisted living facility;
- A long-term care facility; or
- A Skilled Nursing Facility at a custodial level of care.

Homebound
Being unable to safely leave Home due to severe restrictions on the Member’s mobility.

A person can be considered Homebound when: Leaving Home would do the following:
- Involve a considerable effort by the Member; and
- Leave the Member unable to use transportation, without another's assistance.

The following individuals will NOT automatically be considered Homebound: But must meet both requirements shown above:
- A child;
- An unlicensed driver; or
- An individual who cannot drive.

Home Health Care Provider
A Facility Provider, approved by the Claims Administrator, that is engaged in providing, either directly or through an arrangement, health care services to Members:
- On an intermittent basis in the Member's Home.
- In accordance with an approved home health care Plan Of Treatment.

Hospice
A Facility Provider that is engaged in providing palliative care rather than curative care to terminally ill individuals.

The Hospice must be:
- Certified by Medicare to provide Hospice services, or accredited as a Hospice by the appropriate regulatory agency; and
- Appropriately licensed in the state where it is located.

Hospital
An approved facility that provides Inpatient, as well as Outpatient Care, and that meet the requirements listed below.

The term Hospital specifically refers to a short-term, acute care, general Hospital which has been approved by The Joint Commission on Accreditation of Healthcare Organizations; and/or by the American Osteopathic Hospital Association or by the Claims Administrator, and which meets the following requirements:
- Is a duly licensed institution;
- Is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians;
- Has organized departments of medicine;
- Provides 24-hour nursing service by or under the supervision of Registered Nurses;
- Is not, other than incidentally, any of the following:
  - Skilled Nursing Facility;
  - Nursing home;
  - School;
  - Custodial Care home;
  - Health resort;
  - Spa or sanitarium;
  - Place for rest;
  - Place for aged;
  - Place for treatment of Mental Illness;
  - Place for treatment of Alcohol or Drug Abuse;
  - Place for provision of rehabilitation care;
  - Place for treatment of pulmonary tuberculosis;
  - Place for provision of Hospice care.

Hospital-Based Provider
A Physician who provides Medically Necessary services in a Hospital or other In-Network Facility Provider and meets the requirements listed below:
- The Medically Necessary services must be supplemental to the primary care being provided in the Hospital or In-Network Facility Provider;
- The Medically Necessary services must be those for which the Member has limited or no control of the selection of such Physician;

- Hospital-Based Providers include Physicians in the specialties of:
  - Radiology;
  - Anesthesiology;
  - Pathology; and/or
  - Other specialties, as determined by the Claims Administrator.

When these Physicians provide services other than in the Hospital or other In-Network Facility, they are not considered Hospital-Based Providers.

Identification Card (ID Card)
The currently effective card issued to the Member by the Claims Administrator which must be presented when a Covered Service is requested.

Immediate Family
The Employee's:
- Spouse;
- Parent;
- Child, stepchild;
- Brother, sister; or
- Persons who ordinarily reside in the household of the Member.

Incurred
A charge shall be considered Incurred (acquired) on the date a Member receives the service or supply for which the charge is made.

Independent Clinical Laboratory
A laboratory that performs clinical pathology procedure and that is not affiliated or associated with a:
- Hospital;
- Physician; or
- Facility Provider.

In-Network Ancillary Service Provider
An Ancillary Service Provider that is:
- A member of the Personal Choice Network or is a BlueCard Provider; and
- Has agreed to a rate of reimbursement determined by contract for the provision of "in-network" Covered Services to Members.

In-Network Facility Provider
A Facility Provider that is:
- A member of the Personal Choice Network or is a BlueCard Provider; and
- Has agreed to a rate of reimbursement determined by contract for the provision of "in-network" Covered Services to Members.

In-Network Professional Provider
A Professional Provider that is:
- A member of the Personal Choice Network or is a BlueCard Provider; and
- Has agreed to a rate of reimbursement determined by contract for the provision of "in-network" Covered Services to Members.

In-Network Provider
A Facility Provider, Professional Provider or Ancillary Service Provider that is:
- A member of the Personal Choice Network or is a BlueCard Provider; and
- Authorized to perform specific "in-network" Covered Services at the In-Network level of benefits.

Inpatient Admission (Inpatient)
The actual entry of a Member, who is to receive Inpatient services as a registered bed patient, and for whom a room and board charge is made, into any of the following:
- Hospital;
- Extended care facility; or
- Facility Provider.

The Inpatient Admission shall continue until such time as the Member is actually discharged from the facility.

Inpatient Care For Alcohol Or Drug Abuse And Dependency
The provision of medical, nursing, counseling or therapeutic services 24 hours a day in a Hospital or Non-Hospital Facility, according to individualized treatment plans.

Intensive Outpatient Program
A planned, structured program that coordinates and uses the services of various health professionals, to treat patients in crisis who suffer from:
- Mental Illness;
- Serious Mental Illness; or
- Alcohol Or Drug Abuse And Dependency.

Intensive Outpatient Program treatment is an alternative to Inpatient Hospital treatment or Partial Hospitalization treatment and focuses on alleviation of symptoms and improvement in the level of functioning required to stabilize the patient until they are able to transition to less intensive Outpatient treatment, as required.

Licensed Clinical Social Worker
A social worker who:
- Has graduated from a school accredited by the Council on Social Work Education with a Doctoral or Master's Degree; and
- Is licensed by the appropriate state authority.

Licensed Practical Nurse (LPN)
A nurse who:
- Has graduated from a formal practical or nursing education program; and
- Is licensed by the appropriate state authority.

Life-Threatening Disease Or Condition (for Qualifying Clinical Trials)
Any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Limiting Age For Dependents
The age at which a child is no longer eligible as a Dependent under the Member's coverage. The Limiting Age for covered children is shown in the ***General Information*** section.

Maintenance
A continuation of the Member's care and management when:
- The maximum therapeutic value of a Medically Necessary treatment plan has been achieved;
- No additional functional improvement is apparent or expected to occur;
- The provision of Covered Services for a condition ceases to be of therapeutic value; and
- It is no longer Medically Necessary.

This includes Maintenance services that seek to:
- Prevent disease;
- Promote health; and
- Prolong and enhance the quality of life.

Managed Care Organization (MCO)
A generic term for any organization that manages and controls medical service.

It includes:
- HMOs;
- PPOs;
- Managed indemnity insurance programs; and
- Managed Blue Cross or Blue Shield programs.

Master's Prepared Therapist
A therapist who:
- Holds a Master's Degree in an acceptable human services-related field of study;
- Is licensed as a therapist at an independent practice level; and
- Is licensed by the appropriate state authority to provide therapeutic services for the treatment of Mental Health/Psychiatric Services (including treatment of Serious Mental Illness).

Maximum
A limit on the amount of Covered Services that a Member may receive. The Maximum may apply to all Covered Services or selected types. When the Maximum is expressed in dollars, this Maximum is measured by the Covered Expenses, less Deductibles, Coinsurance and Copayment amounts paid by Members for the Covered Services to which the Maximum applies. The Maximum may not be measured by the actual amounts paid by the Claims Administrator to the Providers. A Maximum may also be expressed in number of days or number of services for a specified period of time.
- Benefit Maximum - the greatest amount of a specific Covered Service that a Member may receive.
- Lifetime Maximum - the greatest amount of Covered Services that a Member may receive in the Member's lifetime.

Medical Care
Services rendered by a Professional Provider for the treatment of an illness or injury. These are services that must be rendered within the scope of their license.

Medical Foods
Liquid nutritional products which are specifically formulated to treat one of the following genetic diseases: phenylketonuria, branched-chain ketonuria, galactosemia, homocystinuria.

Medically Necessary (Medical Necessity)
Shall mean:

- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of:
  - Preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient, that are:
  - In accordance with generally accepted standards of medical practice;
  - Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
  - Not primarily for the convenience of the patient, Physician, or other health care provider;
  - Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease; and
  - Furnished in the most appropriate and cost-effective setting (site of care) that is appropriate to the Member's medical needs and condition, based on the Member's current medical condition and any required monitoring or additional services that may coincide with the delivery of this service.
- For these purposes, "generally accepted standards of medical practice" means standards that are based on:
  - Credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, Physician Specialty Society recommendations; and
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

Medical Policy
Medical Policy is used to determine whether Covered Services are Medically Necessary. Medical Policy is developed based on various sources including, but not limited to:

- Peer-reviewed scientific literature published in journals and textbooks; and
- Guidelines put forth by governmental agencies; and
- Respected professional organizations; and
- Recommendations of experts in the relevant medical specialty.

Medicare
The programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

Medicare Allowable Payment for Facilities
The payment amount, as determined by the Medicare program, for the Covered Service for a Facility Provider.

Medicare Ancillary Allowable Payment
The payment amount, as determined by the Medicare program, for the Covered Service for an Ancillary Service Provider.

Medicare Professional Allowable Payment
The payment amount, as determined by the Medicare program, for the Covered Service based on the Medicare Par Physician Fee Schedule - Pennsylvania Locality 01.

Member
An enrolled Employee or their Eligible Dependent(s) who have satisfied the specifications of the ***General Information*** section.

A Member does NOT mean any person who is eligible for Medicare, except as specifically stated in this Benefit Booklet.

Mental Illness
Any of various conditions, wherein mental treatment is provided by a qualified mental health Provider.

- These various conditions must be categorized as mental disorders by the most current edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual (DSM).
- For purposes of this Program, conditions categorized as Mental Illness do not include those conditions listed under Serious Mental Illness or Autism Spectrum Disorders.
- The benefit limits for Mental Illness, Serious Mental Illness, and Autism Spectrum Disorders are separate and not cumulative.

Methadone Treatment
Provision and supervision of methadone hydrochloride in prescribed doses for the treatment of opioid dependency.

Negotiated Arrangement a.k.a., Negotiated National Account Arrangement
An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Non-Hospital Facility
A Facility Provider, licensed by the Department of Health for the care or treatment of Members diagnosed with Alcohol Or Drug Abuse And Dependency. This does NOT include transitional living facilities.

Non-Hospital Facilities, shall include, but not be limited to the following, for Partial Hospitalization programs:

- Residential Treatment Facilities; and
- Free Standing Ambulatory Care Facilities.

Non-Hospital Residential Treatment
The provision of medical, nursing, counseling, or therapeutic services to Members diagnosed with Alcohol Or Drug Abuse And Dependency:

- In a residential environment;
- According to individualized treatment plans.

Nutritional Formula
Liquid nutritional products which are formulated to supplement or replace normal food products.

Out-of-Network Ancillary Service Provider
An Ancillary Service Provider that is NOT a member of the Personal Choice Network or is NOT a BlueCard Provider.

Out-of-Network Facility Provider
A Facility Provider that is NOT a member of the Personal Choice Network or is NOT a BlueCard Provider.

Out-of-Network Professional Provider
A Professional Provider who is NOT a:
- Member of the Personal Choice Network; or
- BlueCard Provider.

Out-of-Network Provider
A Facility Provider, Professional Provider or Ancillary Service Provider that is NOT a:
- Member of the Personal Choice Network; or
- BlueCard Provider.

Out-of-Pocket Limit
A specified dollar amount of Covered Expense Incurred by the Member for Covered Services in a Benefit Period. The Out-of-Pocket Limits are calculated as follows:

- The In-Network Out-of-Pocket Limit expense includes Copayments, Coinsurance and Deductibles, if applicable. The amount of the In-Network Care Individual Out-of-Pocket Limit and In-Network Care Family Out-of-Pocket Limit will only include expenses for Essential Health Benefits. When the In-Network Out-of-Pocket Limit is reached, the level of benefits is increased as set forth in the ***Schedule of Covered Services***.
- The Out-of-Network Out-of-Pocket Limit expense includes Coinsurance, but does not include any Copayments, Penalties, or amounts that exceed the Claims Administrator's payment (see the definition for "Covered Expense" for more details). When the Out-of-Network Out-of-Pocket Limit is reached, the level of benefits is increased, as specified in the ***Schedule of Covered Services***.

Outpatient Care (or Outpatient)
Medical, nursing, counseling or therapeutic treatment provided to a Member who does not require an overnight stay in a Hospital or other Inpatient Facility.

Outpatient Diabetic Education Program
An Outpatient Diabetic Education Program, provided by an In-Network Provider that has been recognized by the Department of Health or the American Diabetes Association as meeting the national standards for Diabetes Patient Education Programs established by the National Diabetes Advisory Board.

Partial Hospitalization
Medical, nursing, counseling or therapeutic services that are:
- Provided on a planned and regularly scheduled basis in a Hospital or Facility Provider; and
- Designed for a patient who would benefit from more intensive services than are offered in Outpatient treatment (Intensive Outpatient Program or Outpatient office visit) but who does not require Inpatient confinement.

Penalty
A type of cost-sharing in which the Member is assessed a percentage reduction in benefits payable for failure to obtain Precertification of certain Covered Services. Penalties, if any, are identified and explained in detail in the ***General Information*** section.

Personal Choice Network
The network of Providers with whom the Claims Administrator has contractual arrangements.

Pervasive Developmental Disorders (PDD)
Disorders characterized by severe and pervasive impairment in several areas of development:
- Reciprocal social interaction skills;
- Communication skills; or
- The presence of stereotyped behavior, interests and activities.

Examples are:
- Asperger's syndrome; and
- Childhood disintegrative disorder.

Physician
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), licensed and legally entitled to practice medicine in all its branches, perform Surgery and dispense drugs.

Plan Of Treatment
A plan of care which is prescribed in writing by a Professional Provider for the treatment of an injury or illness. The Plan of Treatment should include goals and duration of treatment, and be limited in scope and extent to that care which is Medically Necessary for the Member's diagnosis and condition.

Precertification (or Precertify)
Prior assessment by the Claims Administrator or a designated agent that proposed services, such as hospitalization, are Medically Necessary for a Member and covered by this Program. Payment for services depends on whether the Member and the category of service are covered under this Program.

Preferred Provider Organization (PPO)
A type of managed care plan that:
- Offers the freedom to choose a Physician like a traditional health care plan; and
- Provides the Physician visits and preventive benefits normally associated with an HMO (Health Maintenance Organization).

In a PPO, an individual is:
- Not required to select a primary care Physician to coordinate care; and
- Not required to obtain referrals to see specialists.

Prenotification (Prenotify)
The requirement that a Member provide prior notice to the Claims Administrator that proposed services, such as maternity care, are scheduled to be performed.
- No Penalty will be applied for failure to comply with this requirement.
- Payment for services depends on whether the Member and the category of service are covered under this Program.
- To Prenotify, the Member should call the telephone number on the ID card, prior to obtaining the proposed service.

Preventive Care
Means:
- Evidence-based items or services that are rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force with respect to the Member;
- Immunizations for routine use for Members of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Member;

- Evidence-informed preventive care and screenings for Members who are infants, children, and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;
- Evidence-informed preventive care and screenings for Members as included in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- Any other evidence-based or evidence-informed items as determined by the federal and/or state law.

Primary Care Provider
A Professional Provider as listed in the Personal Choice Network directory under "Primary Care Physicians" (General Practice, Family Practice or Internal Medicine), "Obstetricians/Gynecologists" or "Pediatricians".

Primary Care Services
Basic, routine Medical Care traditionally provided to individuals with:
- Common illnesses; and
- Common injuries; and
- Chronic illnesses.

Private Duty Nursing
Private Duty Nursing is Medically Necessary, complex skilled nursing care provided in the Member's private residence by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN). It provides continuous monitoring and observation of a Member who requires frequent skilled nursing care on an hourly basis. Private Duty Nursing must be ordered by a Professional Provider who is involved in the oversight of the Member's care, in accordance with the Provider's scope of practice.

Professional Provider
A person or practitioner with an unrestricted, unsanctioned license, who is licensed, where required, and performing services within the scope of such licensure. The Professional Providers are:
- Audiologist;
- Autism Service Provider;
- Behavior Specialist;
- Certified Midwife;
- Certified Registered Nurse;
- Chiropractor;
- Dentist;
- Independent Clinical Laboratory;
- Licensed Clinical Social Worker;
- Master's Prepared Therapist;
- Optometrist;
- Physical Therapist;
- Physician;
- Physician Assistant;
- Podiatrist;
- Psychologist;
- Registered Dietitian;
- Speech-Language Pathologist;
- Teacher of the hearing impaired.

Program
The benefit plan provided by the Group through an arrangement with the Claims Administrator.

Prosthetics (or Prosthetic Devices)
Devices (except dental Prosthetics), which replace all or part of:
- An absent body organ including contiguous tissue; or
- The function of a permanently inoperative or malfunctioning body organ.

Provider
A Facility Provider, Professional Provider or Ancillary Service Provider licensed where required.

Provider Incentive
An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group/population of Members.

Psychiatric Hospital
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing diagnostic and therapeutic services for the Inpatient treatment of Mental Illness.
- Such services are provided by or under the supervision of an organized staff of Physicians.
- Continuous nursing services are provided under the supervision of a Registered Nurse.

Psychologist
A Psychologist who is:
- Licensed in the state in which they practice; or
- Otherwise duly qualified to practice by a state in which there is no Psychologist licensure.

Qualified Individual (for Clinical Trials)
A Member who meets the following conditions:
- The Member is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other Life-Threatening Disease or Condition; and
- Either:
  - The referring health care professional is a health care provider participating in the clinical trial and has concluded that the Member's participation in such trial would be appropriate based upon the individual meeting the conditions described above; or
  - The Member provides medical and scientific information establishing that their participation in such trial would be appropriate based upon the Member meeting the conditions described above.

Qualifying Clinical Trial
A phase I, II, III, or IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease Or Condition and is described in any of the following:
- Federally funded trials: the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - The National Institutes of Health (NIH);
  - The Centers for Disease Control and Prevention (CDC);
  - The Agency for Healthcare Research and Quality (AHRQ);
  - The Centers for Medicare and Medicaid Services (CMS);

- Cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA);
- Any of the following, if the Conditions For Departments are met:
  - The Department of Veterans Affairs (VA);
  - The Department of Defense (DOD); or
  - The Department of Energy (DOE).

- The study of investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration (FDA); or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

In the absence of meeting the criteria listed above, the Clinical Trial must be approved by the Claims Administrator as a Qualifying Clinical Trial.

Registered Dietitian (RD)
A dietitian registered by a nationally recognized professional association of dietitians.

- A Registered Dietitian (RD) is a food and nutrition expert who has met the minimum academic and professional requirements to qualify for the credential "RD".

Registered Nurse (R.N.)
A nurse who:

- Has graduated from a formal program of nursing education (diploma school, associate degree or baccalaureate program); and
- Is licensed by the appropriate state authority.

Rehabilitation Hospital
A Facility Provider, approved by the Claims Administrator, which is primarily engaged in providing rehabilitation care services on an Inpatient basis.

- Rehabilitation care services consist of:
  - The combined use of medical, social, educational, and vocational services to enable patients disabled by disease or injury to achieve the highest possible level of functional ability.
- Services are provided by or under:
  - The supervision of an organized staff of Physicians.
- Continuous nursing services are provided:
  - Under the supervision of a Registered Nurse.

Reliable Evidence
Peer-reviewed reports of clinical studies that have been designed according to accepted scientific standards such that potential biases are minimized to the fullest extent, and generalizations may be made about safety and effectiveness of the technology outside of the research setting. Studies are to be published or accepted for publication, in medical or scientific journals that meet nationally recognized requirements for scientific manuscripts and that are generally recognized by the relevant medical community as authoritative. Furthermore, evidence-based guidelines from respected professional organizations and governmental entities may be considered Reliable Evidence if generally accepted by the relevant medical community.

Residential Treatment Facility
A Facility Provider licensed and approved by the appropriate government agency and approved by the Claims Administrator, which provides treatment for:
- Mental Illness;
- Serious Mental Illness; or
- Alcohol Or Drug Abuse And Dependency to partial, Outpatient or live-in patients who do not require acute Medical Care.

Retail Clinics
Retail Clinics are staffed by certified nurse practitioners trained to diagnose, treat and write prescriptions when clinically appropriate.
- Services are available to treat basic medical needs for: Urgent Care.
- Examples of needs are:
  - Sore throat;
  - Ear, eye or sinus infection;
  - Allergies;
  - Minor burns;
  - Skin infections or rashes; and
  - Pregnancy testing.

Routine Patient Costs Associated With Qualifying Clinical Trials
Routine patient costs include all items and services consistent with the coverage provided under this Program that is typically covered for a Qualified Individual who is not enrolled in a clinical trial.

Routine patient costs do NOT include:
- The investigational item, device, or service itself;
- Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Self-Administered Prescription Drug
A Prescription Drug that can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required. Examples of Self-Administered Prescription Drugs include, but are not limited to:
- Oral drugs;
- Self-Injectable Drugs;
- Inhaled drugs; and
- Topical drugs.

Self-Injectable Prescription Drug (Self-Injectable Drug)
A Prescription Drug that:
- Is introduced into a muscle or under the skin with a syringe and needle; and
- Can be administered safely and effectively by either the Member or a caregiver without medical supervision, regardless of whether initial medical supervision and/or instruction is required.

Serious Mental Illness
Means any of the following biologically based Mental Illnesses: As defined by the American Psychiatric Association, in the most recent edition of the International Classification of Diseases (ICD) or Diagnostic and Statistical Manual of Mental Disorders (DSM):
- Schizophrenia;
- Bipolar disorder;
- Obsessive-compulsive disorder;
- Major depressive disorder;
- Panic disorder;
- Anorexia nervosa;
- Bulimia nervosa;
- Schizo-affective disorder;
- Delusional disorder; and
- Any other Mental Illness that is considered to be "Serious Mental Illness" by law.

Benefits are provided for diagnosis and treatment of these conditions when:
- Determined to be Medically Necessary; and
- Provided by a Provider.

Covered Services may be provided on an Outpatient or Inpatient basis.

Severe Systemic Protein Allergy
Means allergic symptoms to ingested proteins of sufficient magnitude to cause:
- Weight loss or failure to gain weight;
- Skin rash;
- Respiratory symptoms; and
- Gastrointestinal symptoms of significant magnitude to cause gastrointestinal bleeding and vomiting.

Short Procedure Unit
A unit which is approved by the Claims Administrator and which is designed to handle the following kinds of procedures on an Outpatient basis:
- Lengthy diagnostic procedures; or
- Minor surgical procedures.

In the absence of a Short Procedure Unit these are procedures which would otherwise have resulted in an Inpatient Admission.

Skilled Nursing Facility
An institution or a distinct part of an institution, other than one which:
- Is primarily for the care and treatment of Mental Illness, tuberculosis, or Alcohol Or Drug Abuse And Dependency.

It is also an institution which:
- Is accredited as a Skilled Nursing Facility or extended care facility by the Joint Commission on Accreditation of Healthcare Organizations; or
- Is certified as a Skilled Nursing Facility or extended care facility under the Medicare Law; or
- Is otherwise acceptable to the Claims Administrator.

Sleep Studies
Refers to the continuous and simultaneous monitoring and recording of various physiologic and pathophysiologic sleep parameters. Sleep tests are performed to:
- Diagnose sleep disorders (For example, narcolepsy, sleep apnea, parasomnias);

- Initiate treatment for a sleep disorder; and/or
- Evaluate an individual's response to therapies such as continuous positive airway pressure (CPAP) or bi-level positive airway pressure device (BPAP).

Sound Natural Teeth
Teeth that are:
- Stable;
- Functional;
- Free from decay and advanced periodontal disease;
- In good repair at the time of the Accidental Injury/trauma; and
- Are not man-made.

Specialist Services
All Professional Provider services providing Medical Care or mental health/psychiatric care in any generally accepted medical or surgical specialty or subspecialty.

Specialty Drug
A medication that meets certain criteria including, but not limited to:
- The drug is used in the treatment of a rare, complex, or chronic disease.
- A high level of involvement is required by a Professional Provider to administer the drug.
- Complex storage and/or shipping requirements are necessary to maintain the drug's stability.
- The drug requires comprehensive patient monitoring and education by a Professional Provider regarding safety, side effects, and compliance.
- Access to the drug may be limited.
- Some Generic Drugs are included in this category and are subject to the Specialty Drug cost-sharing.

The Claims Administrator reserves the right to determine which Specialty Drug vendors and/or Professional Providers can dispense or administer certain Specialty Drugs.

Standard Injectable Drug
A medication that is either injectable or infusible:
- But is not defined by the Claims Administrator to be a Self-Administered Prescription Drug or a Specialty Drug. Instead, these drugs need to be administered by a Professional Provider.

Standard Injectable Drugs include, but are not limited to:
- Allergy injections and extractions; and
- Injectable medications such as antibiotics and steroid injections that are administered by a Professional Provider.

Surgery
The performance of generally accepted operative and cutting procedures including:
- Specialized instrumentations;
- Endoscopic examinations; and
- Other invasive procedures.

Payment for Surgery includes an allowance for related Inpatient preoperative and postoperative care.

Treatment of burns, fractures and dislocations are also considered Surgery.

Therapy Service
The following services or supplies prescribed by a Physician and used for the treatment of an illness or injury to promote the recovery of the Member:

- Cardiac Rehabilitation Therapy
  Medically supervised rehabilitation program designed to improve a patient's tolerance for physical activity or exercise.

- Chemotherapy
  The treatment of malignant disease by chemical or biological antineoplastic agents used to kill or slow the growth of cancerous cells.

- Dialysis
  The treatment that removes waste materials from the body for people with:
  - Acute renal failure; or
  - Chronic irreversible renal insufficiency.

- Infusion Therapy
  The infusion of:
  - Drug;
  - Hydration; or
  - Nutrition (parenteral or enteral);
  - Into the body by a Professional Provider.

  Infusion therapy includes: All professional services, supplies, and equipment that are required to safely and effectively administer the therapy.

  Infusion may be provided in a variety of settings (For example, home, office, Outpatient) depending on the level of skill required to:
  - Prepare the drug;
  - Administer the infusion; and
  - Monitor the Member.

  The type of Professional Provider who can administer the infusion depends on whether the drug is considered to be a Specialty Drug infusion or a Standard Injectable Drug infusion, as determined by the Claims Administrator.

- Occupational Therapy
  Medically prescribed treatment concerned with improving or restoring neuromusculoskeletal (nerve, muscle and bone) functions which have been impaired by:
  - Illness or injury;
  - Congenital anomaly (a birth defect); or
  - Prior therapeutic intervention.

  Occupational Therapy also includes medically prescribed treatment concerned with improving the Member’s ability to perform those tasks required for independent functioning, where such function has been permanently lost or reduced by:
  - Illness or injury;
  - Congenital anomaly (a birth defect); or
  - Prior therapeutic intervention (Prior treatment).

  This does NOT include services specifically directed towards the improvement of vocational skills and social functioning.

- Orthoptic/Pleoptic Therapy
  Medically prescribed treatment for the correction of oculomotor dysfunction resulting in the lack of vision depth perception.

  Such dysfunction results from:
  - Vision disorder;
  - Eye Surgery; or
  - Injury.

  Treatment involves a program which includes evaluation and training sessions.

- Physical Therapy
  Medically prescribed treatment of physical disabilities or impairments resulting from:
  - Disease;
  - Injury;
  - Congenital anomaly; or
  - Prior therapeutic intervention by the use of therapeutic exercise and other interventions that focus on improving:
    - Posture;
    - Mobility;
    - Strength;
    - Endurance;
    - Balance;
    - Coordination;
    - Joint Mobility;
    - Flexibility; and
    - The functional activities of daily living.

- Pulmonary Rehabilitation Therapy
  A multidisciplinary, comprehensive program for Members who have a chronic lung disease. Pulmonary rehabilitation is designed to:
  - Reduce symptoms of disease;
  - Improve functional status; and
  - Stabilize or reverse manifestations of the disease.

- Radiation Therapy
  The treatment of disease by:
  - X-Ray;
  - Gamma ray;
  - Accelerated particles;
  - Mesons; or
  - Neutrons, radium, radioactive isotopes, or other radioactive substances regardless of the method of delivery.

- Speech Therapy
  Medically prescribed services that are necessary for the diagnosis and/or treatment of speech and language disorders, due to conditions or events that result in communication disabilities and/or swallowing disorders:
  - Disease;

- Surgery;
- Injury;
- Congenital and developmental anomalies (birth defects); or
- Previous therapeutic processes.

Total Disability (or Totally Disabled)
Means that a Covered Employee who, due to illness or injury:
- Cannot perform any duty of their occupation or any occupation for which the Employee is, or may be, suited by education, training and experience; and
- Is not, in fact, engaged in any occupation for wage or profit.

A Dependent is totally disabled if: They cannot engage in the normal activities of a person in good health and of like age and sex.

The Totally Disabled person must be under the regular care of a Physician.

Urgent Care
Urgent Care needs are for sudden illness or Accidental Injury that require prompt medical attention but are not life-threatening and are not Emergency medical conditions when your Professional Provider is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care.

Urgent Care Centers
Facility Provider designed to offer immediate evaluation and treatment for sudden health conditions and accidental injuries that:
- Require medical attention in a non-Emergency situation; and
- When the Member's Professional Provider's office is unavailable.

Urgent Care is not the same as: Emergency Services (see definition of "Urgent Care" above).

Value-Based Program (VBP)
An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

IMPORTANT NOTICES

Regarding Experimental/Investigative Treatment:

The Claims Administrator does not cover treatment it determines to be Experimental/Investigative in nature because that treatment is not accepted by the general medical community for the condition being treated or not approved as required by federal or governmental agencies. However, the Claims Administrator acknowledges that situations exist when a Member and their Physician agree to utilize Experimental/Investigative treatment. If a Member receives Experimental/Investigative treatment, the Member shall be responsible for the cost of the treatment. A Member or their Physician should contact the Claims Administrator to determine whether a treatment is considered Experimental/Investigative. The term "Experimental/Investigative" is defined in the ***Important Definitions*** section.

Regarding Treatment Which Is Not Medically Necessary:

The Claims Administrator only covers treatment which it determines Medically Necessary. An In-Network Provider accepts the Claims Administrator's decision and contractually is not permitted to bill the Member for treatment which the Claims Administrator determines is not Medically Necessary unless the In-Network Provider specifically advises the Member in writing, and the Member agrees in writing that such services are not covered by the Claims Administrator, and that the Member will be financially responsible for such services. An Out-of-Network Provider, however, is not obligated to accept the Claims Administrator's determination and the Member may not be reimbursed for treatment which the Claims Administrator determines is not Medically Necessary. The Member is responsible for these charges when treatment is received by an Out-of-Network Provider. The Member can avoid these charges simply by choosing an In-Network Provider for the Members care. The term "Medically Necessary" is defined in the ***Important Definitions*** section.

Regarding Treatment for Cosmetic Purposes:

The Claims Administrator does not cover treatment which it determines is for cosmetic purposes because it is not necessitated as part of the Medically Necessary treatment of an illness, injury or congenital birth defect. However, the Claims Administrator acknowledges that situations exist when a Member and their Physician decide to pursue a course of treatment for cosmetic purposes. In such cases, the Member is responsible for the cost of the treatment. A Member or their Physician should contact the Claims Administrator to determine whether treatment is for cosmetic purposes. The exclusion for services and operations for cosmetic purposes is detailed in the ***Exclusions - What Is Not Covered*** section.

Regarding Coverage for Emerging Technology:

While the Claims Administrator does not cover treatment it determines to be Experimental/Investigative, it routinely performs technology assessments in order to determine when new treatment modalities are safe and effective. A technology assessment is the review and evaluation of available clinical and scientific information from expert sources. These sources include but are not limited to articles published by governmental agencies, national peer review journals, national experts, clinical trials, and manufacturer’s literature. The Claims Administrator uses the technology assessment process to assure that new drugs, procedures or devices ("emerging technology") are safe and effective before approving them as Covered Services. When new technology becomes available or at the request of a practitioner or Member, the Claims Administrator researches all scientific information available from these

expert sources. Following this analysis, the Claims Administrator makes a decision about when a new drug, procedure or device has been proven to be safe and effective and uses this information to determine when an item becomes a Covered Service for the condition being treated or not approved as required by federal or governmental agencies. A Member or their Provider should contact the Claims Administrator to determine whether a proposed treatment is considered "emerging technology" and whether the Provider is considered an eligible Provider to perform the "emerging technology" Covered Service. The Claims Administrator maintains the discretion to limit eligible Providers for certain "emerging technology" Covered Services.

Regarding Use of Out-of-Network Providers

While Personal Choice has an extensive network, it may not contain every provider that the Member elects to see. To receive the Maximum benefits available under this Program, the Member must obtain Covered Services from In-Network Providers that participate in the Personal Choice Network or is a BlueCard Provider.

In addition, the Members Personal Choice program allows the Member to obtain Covered Services from Out-of-Network Providers. If the Member uses an Out-of-Network Provider the Member will be reimbursed for Covered Services but will incur significantly higher out-of-pocket expenses including Deductibles, Coinsurance. In certain instances, the Out-of-Network Provider also may charge the Member for the balance of the Provider's bill. This is true regardless of the reason the Member uses an Out-of-Network Provider including, but not limited to, by choice, for level of expertise, for convenience, for location, because of the nature of the services, based on the recommendation of a Provider or network sufficiency. However, if Emergency Care is provided by certain Out-of-Network Providers (For example, ambulance services), in accordance with applicable law, the Claims Administrator will reimburse the Out-of-Network Provider at an In-Network rate directly. In this instance the specified Out-of-Network Provider will not bill the Member for amounts in excess of the Claims Administrator's payment for the Emergency Care. For payment of Covered Services provided by an Out-of-Network Provider, please refer to the definition of "Covered Expense".

For Covered Services received from an Out-of-Network Provider, payment will be made directly to the Member and the Member will be responsible for reimbursing the Out-of-Network Provider. However, the Claims Administrator reserves the right, in its sole discretion, to make payments directly to the Out-of-Network Provider.

For specific terms regarding Out-of-Network Providers, please refer to the following sections: ***Important Definitions***; including but not limited to the definition of "Covered Expense" and "Out-of-Network Provider", Payment of Providers and Payment Methods.

Regarding Non-Discrimination Rights

The Member has the right to receive health care services without discrimination:

- Based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- For Medically Necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- Based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- Related to gender transition if such denial or limitation results in discriminating against a transgender individual.

Discretionary Authority

The Claims Administrator or Plan Administrator, as applicable, retains discretionary authority to interpret the benefit plan and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Claims Administrator or Plan Administrator, as applicable, determines in its discretion that the Member is entitled to them.

REMEMBER: Whenever a Provider suggests a new treatment option that may fall under the category of "Experimental/Investigative", "cosmetic", or "emerging technology", the Member, or their Provider, should contact the Claims Administrator for a coverage determination. That way the Member and the Provider will know in advance if the treatment will be covered by the Claims Administrator.

In the event the treatment is not covered by the Claims Administrator, the Member can make an informed decision about whether to pursue alternative treatment options or be financially responsible for the non-covered service.

For more information on when to contact the Claims Administrator for coverage determinations, please see the Precertification and Prenotification requirements in the *General Information* section.

RIGHTS AND RESPONSIBILITIES

To obtain a list of "Rights and Responsibilities", please log on to https://www.ibx.com/quality-management#member or the Member should call the Customer Service telephone number that is listed on their Identification Card to receive a printed copy.

2025 PREVENTIVE SCHEDULE

This schedule is a reference tool for planning your preventive care. It lists items and services required under the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended.

In accordance with the PPACA, this schedule is reviewed and updated periodically based on the recommendations of the U.S. Preventive Services Task Force, Health Resources and Services Administration, U.S. Centers for Disease Control and Prevention, U.S. Department of Health and Human Services, and other applicable laws and regulations. Accordingly, the content of this schedule is subject to change. Your specific needs for preventive services may vary according to your personal risk factors. Your healthcare provider is always your best resource for determining if you are at increased risk for a condition. Some services may require precertification/preapproval. If you have questions about this schedule, precertification/preapproval, or your benefit coverage, please call the Customer Service number on the back of your ID card.

PREVENTIVE CARE SERVICES FOR ADULTS

VISITS	
Preventive exams Services that may be provided during the preventive exam include but are not limited to the following: • High blood pressure screening • Behavioral counseling for skin cancer prevention • Obesity screening • Unhealthy drug use screening	One exam annually for all adults
SCREENINGS	
Abdominal aortic aneurysm (AAA) screening	Once in a lifetime for asymptomatic males ages 65 to 75 years with a history of smoking
Anxiety Screening	Adults ages 64 years or younger
Barium Enema	Once every 5 years beginning at age 50. When limit is exhausted treat as diagnostic.
Colorectal cancer screening	Adults ages 45 to 75 years using any of the following tests: • Fecal occult blood testing: once a year • Highly sensitive fecal immunochemical testing: once a year • Flexible sigmoidoscopy: once every 5 years • CT colonography: once every 5 years • Stool DNA testing: once every 3 years Colonoscopy: once every 10 years
Depression and suicide risk screening	All adults
Hepatitis B virus (HBV) screening	All asymptomatic adults at high risk for HBV infection
Hepatitis C virus (HCV) screening	All asymptomatic adults ages 18 years to 79 years

High blood pressure screening	Adults ages 18 years or older with increased risk once a year Adults ages 18 to 39 years with no other risk factors once every 3 to 5 years Adults ages 40 years or older once a year
Human immunodeficiency virus (HIV) screening	All adults
Latent tuberculosis infection screening	Asymptomatic adults ages 18 years or older at increased risk for tuberculosis
Lipid disorder screening	Adults 40 years or older once every 4 years
Lung cancer screening	Adults ages 50 to 80 years who have a 20 pack-year smoking history and currently smoke or have quit within the past 15 years
Prediabetes and type 2 diabetes mellitus screening and intensive counseling interventions	Abnormal blood glucose and type 2 diabetes screening for adults ages 35 to 70 years who are overweight or obese Intensive behavioral counseling interventions for individuals ages 35 to 70 years who are overweight or obese with abnormal blood glucose up to 32 sessions per year
Prostate Screening	Prostate screening beginning at age 40. • One Digital Rectal Exam per benefit period • One prostate specific antigen screening per benefit period When limit is exhausted treat as diagnostic.
Syphilis infection screening	All adults at increased risk for syphilis infection
Unhealthy alcohol use screening and behavioral counseling interventions	Screening for all adults not diagnosed with alcohol abuse or dependence or not seeking treatment for alcohol abuse or dependence Behavioral counseling in a primary care setting for individuals with a positive screening result
THERAPY AND COUNSELING	
Behavioral counseling for prevention of sexually transmitted infections	All sexually active adults
Behavioral interventions for weight loss to prevent obesity-related morbidity and mortality	Behavioral intervention for adults with a body mass index (BMI) of 30 kg/m^2 or higher
Exercise interventions for the prevention of falls	Community-dwelling adults age 65 years and older with an increased risk of falls
Behavioral counseling interventions to promote a healthful diet and physical activities for cardiovascular disease prevention	Adults diagnosed as overweight or obese with known cardiovascular disease risk factors
Nutritional counseling for weight management	6 visits per year for all individuals Adults with behavioral health conditions that impact weight or nutritional status
Tobacco use counseling	All adults who use tobacco products

Work-up and follow-up services for pre-exposure prophylaxis for the prevention of HIV	Adults at high risk for HIV infection
MEDICATIONS	
Pre-exposure prophylaxis for the prevention of HIV infection	Adults at high risk for HIV infection
Prescription bowel preparation	Adults 45 years and older when used in conjunction with a preventive colorectal cancer screening procedure, i.e., flexible sigmoidoscopy, colonoscopy, virtual colonoscopy
Statins for the primary prevention of cardiovascular disease	Adults ages 40 to 75 with no history of cardiovascular disease, with one or more risk factor for cardiovascular disease and a 10-year cardiovascular disease event risk of greater than 10%
Tobacco cessation medication	All adults who use tobacco products

IMMUNIZATIONS
Adult Immunization Schedule: https://www.cdc.gov/vaccines/schedules/downloads/adult/adult-combined-schedule.pdf

PREVENTIVE CARE SERVICES FOR FEMALES, INCLUDING PREGNANT FEMALES

VISITS	
Prenatal Care Visits Services that may be provided during the prenatal care visits include, but are not limited to the following: • Preeclampsia Screening	For all pregnant females
Postpartum Care Visit	For all postpartum females
Well-woman visits Services that may be provided during the well-woman visit include but are not limited to the following: • BRCA-related cancer risk assessment • Counseling for the prevention of obesity • Discussion of chemoprevention for breast cancer • Instruction on fertility awareness-based methods, including the lactation amenorrhea method • Intimate partner violence screening • Primary care interventions to promote and support breastfeeding • Recommended preventive preconception and prenatal care services • Urinary incontinence Screening	At least annually
SCREENINGS	
Anxiety Screening	All females
Bacteriuria screening	All asymptomatic pregnant females at 12 to 16 weeks' gestation or at the first prenatal visit, if later
Behavioral counseling for prevention of sexually transmitted infections	All sexually active adolescents and adults
BRCA-related cancer risk assessment, genetic counseling, and BRCA mutation testing	Genetic counseling for asymptomatic females with an ancestry associated with BRCA gene mutations, personal history or family history of a BRCA-related cancer BRCA mutation testing, as indicated, following genetic counseling
Breast cancer screening (2D or 3D mammography)	All females ages 40 years and older

Cervical cancer screening (Pap test)	Ages 21 to 65: Every 3 years Ages 30 to 65: Every 5 years with a combination of Pap test and human papillomavirus (HPV) testing, for those who want to lengthen the screening interval
Chlamydia and Gonorrhea screening	Sexually active females ages 24 years and younger or older sexually active females who are at increased risk for infection
Counseling interventions to prevent perinatal depression	Pregnant or postpartum females at increased risk for perinatal depression without a current diagnosis of depression 20 sessions over a 70-week period
Diabetes screening after pregnancy	Females with a history of gestational diabetes who are currently not pregnant and who have not been previously diagnosed with type 2 diabetes mellitus
Depression and suicide risk screening	All pregnant and postpartum females
Gestational diabetes mellitus screening	Asymptomatic pregnant females after 24 weeks of gestation or at the first prenatal visit for pregnant females identified to be at high risk for diabetes
Hepatitis B virus (HBV) screening	All pregnant females or asymptomatic adolescents and adults at high risk for HBV infection
Human immunodeficiency virus (HIV) screening	All pregnant females All individuals ages 15 years and older All children under age 15 years at increased risk of infection
Human papillomavirus (HPV) screening	Age 30 years and older: Every 5 years Ages 30 to 65 years: Every 5 years with a combination of Pap test and HPV testing, for those that want to lengthen the screening interval
Osteoporosis (bone mineral density) screening	Every 2 years for females younger than age 65 years who are at increased risk for osteoporosis Every 2 years for females ages 65 years and older without a history of osteoporotic fracture or without a history of osteoporosis secondary to another condition
RhD incompatibility screening	All pregnant females and follow-up testing for females at higher risk
Syphilis screening	All pregnant females at first prenatal visit For high-risk pregnant females, repeat testing in the third trimester and at delivery Females at increased risk for syphilis infection
Tobacco use counseling	All pregnant females who smoke tobacco products
Unhealthy alcohol use screening and behavioral counseling interventions	Screening for all pregnant females Behavioral counseling in a primary care setting with a positive screening result

MEDICATIONS	
Breast cancer chemoprevention	Asymptomatic females ages 35 years and older without a prior diagnosis of breast cancer, ductal carcinoma in situ, or lobular carcinoma in situ, who are at high risk for breast cancer and at low risk for adverse effects from breast cancer chemoprevention
Folic acid	Daily folic acid supplements for all females planning for or capable of pregnancy
Low-dose aspirin	Aspirin for pregnant females who are at high risk for preeclampsia after 12 weeks of gestation
MISCELLANEOUS	
Breastfeeding supplies/support/counseling	Comprehensive lactation support/counseling for all pregnant women and during the postpartum period Breastfeeding supplies
Reproductive education and counseling, contraception, and sterilization	All females with reproductive capacity

PREVENTIVE CARE SERVICES FOR CHILDREN

VISITS	
Pediatric prenatal exams	All expectant parents for the purpose of establishing a pediatric medical home
Preventive exams Services that may be provided during the preventive exam include but are not limited to the following: • Behavioral counseling for skin cancer prevention • Blood pressure screening • Congenital heart defect screening • Counseling and education provided by healthcare providers to prevent initiation of tobacco use • Developmental surveillance • Dyslipidemia risk assessment • Hearing risk assessment for children 29 days or older • Height, weight, and body mass index measurements • Obesity screening • Oral health risk assessment • Risk assessment of sudden cardiac arrest and sudden cardiac death	All children up to age 21 years, with preventive exams provided at: • 3-5 days after birth • By 1 month • 2 months • 4 months • 6 months • 9 months • 12 months • 15 months • 18 months • 24 months • 30 months • 3 years-21 years: annual exams
SCREENINGS	
Alcohol, tobacco, and drug use screening and behavioral counseling intervention	Annually for all children ages 11 years and older Annual behavioral counseling in a primary care setting for children with a positive screening result for drug or alcohol use/misuse
Anxiety screening	For children ages 8 years and older
Autism and developmental screening	All children
Behavioral/social/emotional screening	All children
Bilirubin screening	All newborns
Chlamydia screening	All sexually active children up to age 21 years
Depression and suicide risk screening	Annually for all children ages 12 years to 21 years
Dyslipidemia screening	Following a positive risk assessment or in children where laboratory testing is indicated
Gonorrhea screening	All sexually active children up to age 21 years
Hearing screening for newborns	All newborns
Hearing screening for children 29 days or older	Following a positive risk assessment or in children where hearing screening is indicated

Hepatitis B virus (HBV) screening	All asymptomatic adolescents at high risk for HBV infection
Human immunodeficiency virus (HIV) screening	All children
Iron deficiency screening	All children
Lead poisoning screening	All children at risk of lead exposure
Newborn screening panel (for example, congenital hypothyroidism, hemoglobinopathies {sickle cell disease}, phenylketonuria {PKU})	All newborns
Syphilis screening	All sexually active children up to age 21 years
Vision screening	All children up to age 21 years
ADDITIONAL SCREENING SERVICES AND COUNSELING	
Behavioral counseling for prevention of sexually transmitted infections	Semiannually for all sexually active adolescents
Nutritional Counseling for Weight Management	6 visits per year for all individuals Adults with behavioral health conditions that impact weight or nutritional status
Obesity screening and behavioral counseling	Screening is part of the preventive exam for children ages 6 years and older. Behavioral counseling for children ages 6 years and older with an age- and sex-specific body mass index (BMI) in the 95th percentile or greater
MEDICATIONS	
Fluoride	Oral fluoride for children ages 6 months to 16 years whose water supply is deficient in fluoride
Prophylactic ocular topical medication for gonorrhea	All newborns within 24 hours after birth
MISCELLANEOUS	
Fluoride varnish application	Every 3 months for all infants and children starting at age of primary tooth eruption to age 12 years
Tuberculosis testing	All children up to age 21 years

IMMUNIZATIONS (NOTE: FOR AGE 19 TO 21 YEARS, REFER TO THE ADULT SCHEDULE LISTED ABOVE)
Children Immunization Schedule: https://www.cdc.gov/vaccines/schedules/downloads/child/0-18yrs-child-combined-schedule.pdf

PREMIUM DRUG PROGRAM

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

QCC INSURANCE COMPANY
(Hereafter called "The Claims Administrator")

Your benefits are entirely funded by your employer. QCC Insurance Company provides administrative and claims payment services only.

BASIC PRESCRIPTION DRUG PROGRAM

Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

English: ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-275-2583 (TTY: 711) or speak to your provider.

العربية: انتباه: إذا كنت تتحدث العربية، فيمكنك الحصول على مساعدة لغوية مجانية. كما تتوفر الوسائل والخدمات المساعدة والمناسبة مجانًا لضمان وصول المعلومات إليك بصيغ ميسّرة ومناسبة. يُرجى الاتصال على الرقم 3852-572-008-1 (TTY: 711) أو يمكنك التحدث مع مقدم الرعاية الخاص بك.

বাংলা: দৃষ্টি আকর্ষণ: যদি আপনি বাংলাভাষী হন, তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবা উপলব্ধ। অ্যাক্সেসিবল ফরম্যাটে তথ্য প্রদান করার জন্য উপযুক্ত সহায়ক উপকরণ ও পরিষেবা বিনামূল্যে উপলব্ধ। 1-800-275-2583 (TTY: 711) নম্বরে কল করুন বা আপনার প্রদানকারীর সঙ্গে যোগাযোগ করুন।

普通话: 注意：如果您说普通话，我们将为您免费提供语言协助服务。我们还免费提供适当的辅助工具和服务，确保以无障碍格式传递信息。请致电 1-800-275-2583（TTY：711）或咨询服务提供者。

Français: ATTENTION : Si vous parlez français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et des services supplémentaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-275-2583 (TTY: 711) ou parlez-en à votre fournisseur.

Kreyòl Ayisyen: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis asistans pou lang ki disponib pou ou. Gen èd ak sèvis oksilyè apwopriye pou bay enfòmasyon nan fòma aksesib ki disponib tou gratis. Rele nan 1-800-275-2583 (TTY: 711) oswa pale ak founisè w la.

ગુજરાતી: ધ્યાન આપો: જો તમે ગુજરાતી બોલો છો, તો તમારી માટે મફત ભાષા સહાયતા સેવા ઉપલબ્ધ છે. સુલભ સ્વરૂપમાં માહિતી પૂરી પાડવા માટે યોગ્ય સહાયક સાધનો અને સેવાઓ પણ મફતમાં ઉપલબ્ધ છે. 1-800-275-2583 (TTY: 711) પર કૉલ કરો અથવા તમારા પ્રદાતાનો સંપર્ક કરો.

हिंदी: ध्यान दें: अगर आप हिंदी बोलते हैं, तो आपके लिए भाषा संबंधी सहायता सेवाएँ मुफ़्त में उपलब्ध हैं। सुलभ फ़ॉर्मेट में जानकारी प्रदान करने के लिए उचित सहायक सहायता और सेवाएँ भी मुफ़्त में मिलती हैं। 1-800-275-2583 (TTY: 711) पर कॉल करें या अपने प्रदाता से बात करें।

Italiano: ATTENZIONE: Se parli Italiano, puoi trovare disponibili servizi gratuiti di assistenza linguistica. Gratuitamente, sono inoltre disponibili ausili e servizi di supporto adeguati per fornire informazioni in formati accessibili. Chiama il numero 1-800-275-2583 (TTY: 711) oppure rivolgiti al tuo fornitore.

日本語: 注意: 日本語話者の方には、無料の言語支援サービスをご提供しています。アクセシビリティ情報を提供するための適切な補助やサービスも無料でご利用いただけます。1-800-275-2583 (TTY: 711) にお電話くださるか、または、プロバイダーにお問い合わせください。

한국어를: 주의: 한국어를 구사하시는 경우 무료 언어 보조 서비스를 이용할 수 있습니다. 접근성 높은 형식으로 정보를 제공하기 위한 적절한 보조 도구 및 서비스 역시 무료로 이용 가능합니다. 1-800-275-2583 (TTY: 711) 에 전화하시거나 서비스 제공업체에 문의하세요.

Diné bizaad: BAA'ÁKONÍNÍZIN: Diné bizaad bee yáníłti'go, t'áá jiik'eh saad bee áka'aná'awo' bee áka'anída'awo'í ná hóló. T'áadoole'é binahjį' bee adahodooníłí diné bich'į' anídahazt'i'í bee bika'anída'awo'í beego bee baa dahane'í baa dahwiizt'i'go hadadilyaaígíí ałdó' t'áá jiik'eh hǫlǫ́. Kohjį' 1-800-275-2583 (TTY: 711) hodíilnih doodago níka'análawo'í bich'į' hanidziih.

Pennsilfaanisch-Deitsch: WICHDICH: Wann du Deitsch schwetzscht, kenne mer dich Schprooch-Hilf beigriege, unni as es dich ennich eppes koschde zellt. Mir kenne dich aa differnti Sadde Hilf beigriege, wasewwer as brauchscht fer Information griege, aa fer nix. Call 1-800-275-2583 (TTY: 711) odder schwetz mit dei Provider.

Polski: UWAGA: Jeśli jesteś osobą polskojęzyczną, pamiętaj, że oferujemy bezpłatne usługi pomocy językowej. Bezpłatnie dostępne są również odpowiednie materiały pomocnicze i usługi informacyjne w przystępnych formatach. Zadzwoń na numer 1-800-275-2583 (TTY: 711) lub porozmawiaj z dostawcą usług.

Português: ATENÇÃO: se você fala português, há serviços gratuitos de assistência linguística disponíveis. Também são disponibilizados gratuitamente para suporte e serviços auxiliares apropriados para o fornecimento de informações. Ligue para 1-800-275-2583 (TTY: 711) ou entre em contato com seu prestador.

Русский: Внимание! Если вы говорите по-русски, вам доступны бесплатные услуги переводчика. Также бесплатно предоставляются соответствующие вспомогательные услуги по предоставлению информации в доступных форматах. Звоните по телефону 1-800-275-2583 (TTY: 711) или обратитесь к своему провайдеру.

Español: ATENCIÓN: Si habla español, hay servicios gratuitos de asistencia lingüística disponibles. También hay ayudas y servicios auxiliares disponibles y sin cargo en formatos accesibles para brindarle información. Llame al 1-800-275-2583 (TTY: 711) o hable con su prestador.

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, available para sa iyo ang mga libreng serbisyo sa tulong sa wika. Available din ang naaangkop na mga auxiliary aid at serbisyo para magbigay ng impormasyon sa mga naa-access na format nang walang bayad. Tumawag sa 1-800-275-2583 (TTY: 711) o makipag-usap sa iyong provider.

తెలుగు: గమనిక: మీరు తెలుగు మాట్లాడితే, ఉచిత భాష సహాయ సేవలు మీకు అందుబాటులో ఉన్నాయి. అందుబాటులో ఉన్న ఫార్మాట్‌లలో సమాచారాన్ని అందించడానికి తగిన సహాయక పరికరాలు అలాగే సేవలు కూడా ఉచితంగా లభిస్తాయి. 1-800-275-2583 (TTY: 711) నంబర్‌కు కాల్ చేయండి లేదా మీ ప్రొవైడర్‌తో మాట్లాడండి.

Українська: Увага! Якщо ви говорите українською, вам доступні безплатні послуги перекладача. Також безоплатно надаються відповідні допоміжні послуги з надання інформації в доступних форматах. Телефонуйте за номером 1-800-275-2583 (TTY: 711) або зверніться до свого провайдера.

Tiếng Việt: LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi có dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Bạn cũng có thể nhận được các công cụ và dịch vụ hỗ trợ khác để giúp tiếp cận thông tin dễ dàng hơn, hoàn toàn miễn phí. Vui lòng gọi 1-800-275-2583 (TTY: 711) hoặc liên hệ với nhà cung cấp dịch vụ của bạn để được hỗ trợ.

Yorùbá: ÀKÍYÈSÍ: Tí o bá nsọ Yorùbá, àwọn iṣẹ́ àtilẹhin èdè lọ́fẹ̀ẹ́ wà lárọwọ́tó rẹ. Awọn iṣẹ́ àtilẹhìn ìrànlọ́wọ́ tó yẹ láti pèsè ìwífúnni ni ọna iráàyèsi kíka wà lárọwọ́tó bakanna lọ́fẹ̀ẹ́. Pe 1-800-275-2583 (TTY: 711) tàbi ki ó bá olùpèsè rẹ sọ̀rọ̀.

Discrimination Is Against the Law

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan:

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

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator.

If you believe that this Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: our Civil Rights Coordinator, in person or by mail: 1901 Market Street, Philadelphia, PA 19103, by phone: 1-888-377-3933 (TTY: 711), by fax: 215-761-0245, or by email: **civilrightscoordinator@1901market.com**.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

This notice is available at the following website: **www.healthinsurancehosting.com/notices**.

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BASIC PRESCRIPTION DRUG PROGRAM

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SECTION 1.

INTRODUCTION

This Benefit Booklet has been prepared so that the Member may become acquainted with the Prescription Drug program available to employees who are eligible and enrolled in it. The benefits described are subject to the terms of the Group Program Document issued by QCC Insurance Company (referred to as the Health Benefit Plan). Changes impacting this Benefit Booklet will be evidenced by a Notice of Change to the Benefit Booklet and/or a revised edition of the Benefit Booklet.

Benefits will not be available for services to a greater extent or for a longer period than is Medically Necessary, as determined by the Claims Administrator. The amount of benefits for Prescription Drugs will not be more than the amount charged by the Pharmacy and will not be greater than any maximum amount or limit described or referred to in this Benefit Booklet.

See "Important Notice" below:

Important Notice: Regarding Experimental Drugs Or Investigative Drugs

The Claims Administrator does not cover Drugs it determines to be experimental or investigative in nature because those Drugs are not accepted by the general medical community for the condition being treated or not approved as required by federal or governmental agencies. However, the Claims Administrator acknowledges that situations exist when a Member and the Member's Physician agree to utilize Experimental Drugs or Investigative Drugs. If a Member is prescribed and dispensed Experimental Drugs or Investigative Drugs, the Member shall be responsible for the cost of the Drugs. A Member or the Member's Physician may contact the Claims Administrator to determine whether a Drug is considered an Experimental Drug or Investigative Drug. The term "Experimental Drug or Investigative Drug" is defined in the ***Important Definitions*** section of this Benefit Booklet.

Important Notice: Regarding Treatment Which Is Not Medically Necessary

The Claims Administrator only covers Drugs which it determines Medically Necessary. A Member Pharmacy accepts our decision and will not bill the Member for Drugs which the Claims Administrator determines are not Medically Necessary without the Member's consent. A Non-Member Pharmacy, however, is not obligated to accept the Claims Administrator's determination and the Member may not be reimbursed for Drugs which the Claims Administrator determines are not Medically Necessary. The Member is responsible for these charges when Drugs are dispensed by a Non-Member Pharmacy. The Member can avoid these charges simply by choosing a Member Pharmacy for their care.

The terms "Medically Necessary", "Member Pharmacy", and "Non-Member Pharmacy" are defined in the ***Important Definitions*** section of this Benefit Booklet.

Important Notice: Regarding Drugs Used For Cosmetic Purposes

The Claims Administrator does not cover Drugs which it determines are prescribed for cosmetic purposes because they are not necessitated as part of the Medically Necessary treatment of an illness, injury or congenital birth defect. However, the Claims Administrator acknowledges that

situations exist when a Member and the Member's Physician decide to pursue a course utilizing Drugs used for Cosmetic Purposes. In such cases, the Member is responsible for the cost of the Drugs. A Member or the Member's Physician may contact the Claims Administrator to determine whether a Drug is considered prescribed for cosmetic purposes.

The term "Drugs used for Cosmetic Purposes" is defined in the ***Important Definitions*** section of this Benefit Booklet.

Regarding Non-Discrimination Rights:

The Member has the right to receive health care services without discrimination:

- Based on race, ethnicity, age, mental or physical disability, genetic information, color, religion, gender, national origin, source of payment, sexual orientation, or sex, including stereotypes and gender identity, pre-existing conditions, health status, and marital status;
- For Medically Necessary health services made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender;
- Based on an individual's sex assigned at birth, gender identity, or recorded gender, if it is different from the one to which such health service is ordinarily available;
- Related to gender transition if such denial or limitation results in discriminating against a transgender individual.

Discretionary Authority

The Claims Administrator or Plan Administrator, as applicable, retains discretionary authority to interpret the benefit plan and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Claims Administrator or Plan Administrator, as applicable, determines in its discretion that the Member is entitled to them.

SECTION 2.

PRESCRIPTION DRUG BENEFITS

Subject to the Exclusions, conditions and limitations of the Program, a Member is entitled to benefits for Prescription Drugs as described in this Benefit Booklet's ***Prescription Drug Benefits*** section subject to any Copayment, Coinsurance or Deductible, and in the amounts as specified below. For services which are not provided by a Member Pharmacy, the Member may pay a higher Copayment, Coinsurance level and/or Deductible as described below.

Prescription Drugs Ordered From A Member Pharmacy
Benefits will be provided for covered Prescription Drugs appearing on the Drug Formulary and that are prescribed by a Physician and dispensed by a Member Pharmacy in accordance with the Prescription Drug Order presented by the Member or the Member's Health Care Practitioner. Benefits are available for up to a 30 day supply, or the appropriate therapeutic limit, whichever is less.

Benefits are also available for diabetic supplies such as blood testing strips, insulin syringes and lancets. A Member Pharmacy will furnish requested Prescription Drugs in accordance with the terms and conditions of the Group Program Document and will not collect from or charge a Member any amount in excess of the applicable Copayment and Coinsurance, and/or Deductible.

The Claims Administrator will only provide benefits for covered Specialty Drugs through the Claims Administrator's Specialty Pharmacy Program for the appropriate cost sharing indicated in the "Copayments And Coinsurance" subsection of the ***Prescription Drug Benefits*** section for Member Pharmacies. Benefits are available for up to a 30 day supply*. No benefits shall be provided for Prescription Drugs obtained from a Specialty Pharmacy other than the Claims Administrator's designated Specialty Pharmacy.

* Select Specialty Drugs will be subject to 'split fill' for the initial/subsequent fills. Each prescription may be dispensed in two separate amounts. The first amount is dispensed without delay. The second amount may be dispensed subsequently, allowing time for any necessary clinical intervention due to medication side effects that may require dose modification or therapy discontinuation. The Member's cost share is prorated for each amount of the split fill.

Prescription Drugs Ordered From A Non-Member Pharmacy
Benefits will be provided for covered Prescription Drugs appearing on the Drug Formulary and that are prescribed by a Physician and dispensed to a Member for Prescription Drugs purchased by a Member from a Non-Member Pharmacy if:
- Prescription Drugs were dispensed subject to a Prescription Drug Order;
- The Member submits to the Claims Administrator a completed claim form and proper proof of payment; and
- The Prescription Drug is not excluded under the Group Program Document.

The Claims Administrator shall reimburse the Member's Allowable Charges less any applicable Deductible, Copayment and Coinsurance for up to a 30 day supply of the purchased Prescription Drug, or the appropriate therapeutic limit, whichever is less.

Prescription Drugs Ordered From A Member Mail Order Pharmacy
Benefits shall be provided for covered Prescription Drugs appearing on the Drug Formulary, for chronic conditions ordered by mail by a Member or the Member's prescribing Health Care Practitioner and submits to a Member Mail Order Pharmacy a written Prescription Drug Order specifying the amount of the Prescription Drug to be supplied. Benefits shall be available for up to a 90 day supply of a Covered Drug, or the appropriate therapeutic limit, whichever is less, subject to the amount specified in the Prescription Drug Order and applicable law. In addition, benefits shall also be provided for covered Prescription Drugs prescribed by a Physician for a chronic condition and dispensed by a designated retail Pharmacy or a participating Act 207 retail Pharmacy. The cost sharing indicated in the "Copayments and Coinsurance" subsection for Member Mail Order Pharmacies will apply. Benefits are available for up to a 90-day supply. To verify that a retail Pharmacy is a designated retail Pharmacy or a participating Act 207 Pharmacy, access www.ibx.com.

Prescription Drugs Ordered From A Non-Member Mail Order Pharmacy
No benefits shall be provided for Prescription Drugs obtained by mail from a Non-Member Mail Order Pharmacy.

Refills Of Prescription Drug Orders
If the applicable Prescription Drug Order and law allow, benefits shall be provided for refills of Prescription Drugs obtained from a Member Pharmacy, a Non-Member Pharmacy, or a Member Mail Order Pharmacy according to the terms and conditions set out above. No benefits shall be provided for refills of Prescription Drugs obtained by mail from a Non-Member Mail Order Pharmacy.

Ordering And Delivery Costs
Except for benefits described herein for Prescription Drugs obtained from a Member Mail Order Pharmacy, benefits shall not be provided for costs associated with ordering and/or delivery of drugs from pharmacies. Such costs include, but are not limited to, transportation, telephone, mail, courier or parcel service costs.

Copayments And Coinsurance
Benefits for Prescription Drugs are subject to payment by a Member of the following amounts to the dispensing Pharmacy:

- Member Pharmacies:
  - $20 per Prescription Drug Order or refill for a Generic Prescription Drug.
  - $75 per Prescription Drug Order or refill for a Preferred Brand Prescription Drug and diabetic supplies, except for glucometers and lancets.
  - $100 per Prescription Drug Order or refill for a Non-Preferred Drug Prescription Drug.
- Non-Member Pharmacies:
  30% of Allowable Charges per Prescription Drug Order or refill for Covered Prescription Drugs and diabetic supplies.
- Member Mail Order Pharmacies†:
  - $20 per Prescription Drug Order or refill for up to a 30 day supply of a Generic Prescription Drug.
  - $40 per Prescription Drug Order or refill for a 31-90 day supply of a Generic Prescription Drug.
  - $75 per Prescription Drug Order or refill for up to a 30 day supply of a Preferred Brand Prescription Drug and diabetic supplies, except for glucometers and lancets.
  - $150 per Prescription Drug Order or refill for a 31-90 day supply of a Preferred Brand Prescription Drug and diabetic supplies, except for glucometers and lancets.

- $100 per Prescription Drug Order or refill for up to a 30 day supply of a Non-Preferred Drug Prescription Drug.
- $200 per Prescription Drug Order or refill for a 31-90 day supply of a Non-Preferred Drug Prescription Drug.

† 31-90 day supplies of drugs to treat chronic conditions are available at the mail order Pharmacy and a designated retail Pharmacy

The cost-sharing amounts for a specialty Drug prescription or for certain other high-cost Prescription Drugs set forth above are applicable to those Prescription Drugs dispensed to a Member who does not receive cost-sharing assistance such as coupons provided by a drug manufacturer. In the event a Member does elect to receive such cost-sharing assistance, amounts paid or credited by a drug manufacturer on behalf of a Member will not accrue toward the satisfaction of the Member's Deductible or Out-of-Pocket Limit. Additionally, each separate Prescription Order or refill for the Prescription Drug will be paid by the Claims Administrator subject to the Member's Coinsurance of 30%. Members who exhaust cost-sharing assistance available from a manufacturer will not be responsible for more cost-sharing for the Prescription Drug or refill than the amount for which they were responsible while receiving such cost-sharing assistance.

Out-of-pocket expenses incurred by a Member for Prescription Drug benefits will be included in the calculation of the Member's overall medical plan out-of-pocket limit.

For questions concerning whether a particular Prescription Drug appears on the Drug Formulary, the Member may call the Member Services telephone number referenced on the Member's Identification Card. Information about criteria and formulary exceptions can be found in the formulary guide located on the pharmacy benefits manager's website. The Member may also obtain information about how to request an exception by calling Customer Service at the phone number on the Identification Card.

Administrative Procedures
Members shall comply with administrative procedures established and furnished to Members by the Claims Administrator and Pharmacy Benefits Manager to obtain the benefits described in the Program. Such procedures shall include, but are not limited to, using forms supplied by a Member Mail Order Pharmacy to order Covered Drugs from Member Mail Order Pharmacy, and submitting to the Member Mail Order Pharmacy a brief history of Member's Prescription Drug usage.

Information about criteria and how cost-share will be determined for tier and formulary exceptions can be found in the Formulary Exception Policy. Tier exceptions can only be requested for coverage of Non-Preferred Drugs at the preferred drug tier for brand drugs or at the generic tier for generic products. The policy is available at www.ibx.com/formularyexceptionspolicy. The Member may request a hardcopy of the policy or obtain information about how to request an exception by calling Customer Service at the phone number on the Identification Card.

SECTION 3.

PRESCRIPTION DRUG EXCLUSIONS

Except as specifically provided in this Benefit Booklet, no benefits shall be provided for the following:

- Drugs not appearing on the Drug Formulary, except where an exception has been granted;
- Drugs dispensed without a Prescription Drug Order except insulin and diabetic supplies, such as diabetic blood testing strips, lancets and glucometers;
- Prescription Drugs for which there is an equivalent that does not require a Prescription Drug Order (That is, over-the-counter medicines), whether or not prescribed by a physician. This exclusion does not apply to insulin and certain drugs that are specifically designated by the Claims Administrator;
- Drugs obtained through mail order Prescription Drug services of a Non-Member Mail Order Pharmacy;
- Devices of any type, even though such devices may require a Prescription Drug Order including, but not limited to, ostomy supplies, therapeutic devices, artificial appliances, hypodermic needles, syringes, vials or similar devices. This exclusion does not apply to:
  - Devices used for the treatment or maintenance of diabetic conditions and syringes used for the injection of insulin; and
  - Devices known as spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines;
- Convenience Pack drugs which combine two or more individual drug products into a single package with a unique national drug code;
- Drugs dispensed to a Member while a patient in a facility including, but not limited to, a hospital, skilled nursing facility, institution, Health Care Practitioner's office or freestanding facility;
- Drugs which are not Medically Necessary as determined by the Claims Administrator;
- Drugs used for cosmetic purposes as determined by the Claims Administrator as not part of the Medically Necessary treatment of an illness, injury or congenital birth defect;
- Drugs which are experimental or investigative in nature as determined by the Claims Administrator;
- Drugs which are not prescribed by an appropriately licensed Health Care Practitioner;
- Drugs prescribed for persons other than the requesting Employee or their Dependents;
- Injectable drugs, including infusion therapy drugs that are covered under the Group's medical plan;

- Drugs for any loss sustained or expenses incurred while on active duty as a member of the armed forces of any nation or losses sustained or expenses incurred; as a result of enemy action or act of war, whether declared or undeclared;

- Drugs for which benefits are provided by the Veteran's Administration or by the Department of Defense for members of the armed forces of any nation while on active duty;

- Drugs for any occupational illness or bodily injury arising out of, or in the course of, employment for which the Member has a valid and collectible benefit under any Workers' Compensation Law, Occupational Disease Law, United States Longshoremen's Act or Harbor Worker's Compensation Act, whether or not the Member claims the benefits or compensation;

- Drugs for injuries resulting from the maintenance or use of a motor vehicle if such Drugs are paid under a plan or policy of motor vehicle insurance, including a certified self-insured plan;

- Drugs for which the Member would have no obligation to pay;

- Drugs furnished without charge to the Member;

- Drugs which have been paid under the Claims Administrator 's Comprehensive Major Medical or Personal Choice Contract, covering this same Employer Group;

- Pharmacological therapy for weight reduction or diet agents;

- Dietary Supplements, amino acid supplements, health foods, and prescription vitamins except for pre-natal and pediatric vitamins;

- Smoking deterrent agents. This exclusion does not apply to prescribed smoking deterrent agents;

- Injectables used for the treatment of infertility when they are prescribed solely to enhance or facilitate conception;

- The administration or injection of Drugs;

- Blood and blood products;

- Intravenous drugs and intravenous solutions administered by home infusion companies;

- Drugs for a use not approved by the U.S. Food and Drug Administration;

- Drugs not approved by the Claims Administrator or prescribed drug amounts exceeding the eligible dosage limits established by the Claims Administrator.

- Drugs, biologics, or gene therapies, **with the exception of cancer treatments**, that receive an accelerated approval based on surrogate endpoints with the requirement by the FDA to perform confirmatory trials to demonstrate clinical benefits **and not** of a final, standard, traditional FDA approval **for a period of 18 months after the accelerated approval.**

Monoclonal antibodies directed against amyloid for the treatment of Alzheimer's disease (For example, aducsnumab-avwa)

Delandistrogene moxeparvovec

Tofersen

Exon skipping drugs for Duchenne Muscular Dystrophy (DMD) (For example, Eteplirsen, Golodirsen, Viltolarsen, Casimersen)

Lecanemab-irmb (Leqembi)

SECTION 4.

ELIGIBILITY UNDER THE PROGRAM

Effective Date: The date the Group agrees that all Eligible Persons may apply and become covered for the benefits as set forth in the Program and described in this Benefit Booklet.

Eligible Person
The Member is eligible to be covered under this Prescription Drug Program if the Member is determined by the Group as eligible to apply for coverage and sign the Application.

Eligibility shall not be affected by the Member's physical condition and determination of eligibility for the coverage by the Employer shall be final and binding.

Eligible Dependent
The Member's family is eligible for coverage (Dependent coverage) when the Member is eligible for Employee coverage. An Eligible Dependent is defined as the Member's spouse under a legally valid existing marriage, the Member's children whom the Member continuously financially support or whose coverage is the Member's responsibility under the terms of a qualified medical child support order (including stepchildren, children legally placed for adoption and the Member or the Member's spouse's legally adopted children). The limiting age for covered children is the first of the month following the month in which they reach age 26.

In addition, a full-time student will be considered eligible for coverage when they are on a Medically Necessary leave of absence from an Accredited Educational Institution. The Dependent child will be eligible for coverage until the earlier of one year from the first day of the leave of absence or the date on which the coverage otherwise would terminate. The limiting age referenced above will be applicable regardless of the status of the Medically Necessary leave of absence.

A full-time student who is eligible for coverage under the coverage who is:
- A member of the Pennsylvania National Guard or any reserve component of the U.S. armed forces and who is called or ordered to active duty, other than active duty for training for a period of 30 or more consecutive days; or
- A member of the Pennsylvania National Guard who is ordered to active state duty, including duty under Pa. C.S. Ch. 76 (relates to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

Eligibility for these Dependents will be extended for a period equal to the duration of the Dependent's service on duty or active state duty or until the individual is no longer a full-time student regardless of the age of the Dependent when the educational program at the Accredited Educational Institution was interrupted due to military duty.

As proof of eligibility, the Employee must submit a form to the Claims Administrator approved by the Department of Military & Veterans Affairs (DMVA):
- Notifying the Claims Administrator that the Dependent has been placed on active duty;
- Notifying the Claims Administrator that the Dependent is no longer on active duty;
- Showing that the Dependent has re-enrolled as a full-time student in an Accredited Educational Institution for the first term or semester starting 60 or more days after their release from active duty.

Eligibility will be continued past the limiting age for unmarried children, regardless of age, who are incapable of self-support because of mental or physical incapacitation and who are dependent on the Member for over half of their support. The Claims Administrator may require proof of the Member's eligibility under the prior Claims Administrator 's plan and also from time to time under this Prescription Drug Program.

The newborn child(ren) of any Member shall be entitled to the benefits provided by the Claims Administrator from the date of birth for a period of 31 days. Coverage of newborn children within such 31 days shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. To be eligible for Dependent coverage beyond the 31 day period, the Member must enroll the newborn child within such 31 days. To continue coverage beyond 31 days for a newborn child, who does not otherwise qualify for coverage as a Dependent, the Member must apply within 31 days after the birth of the newborn and the appropriate rate must be paid when billed.

A newly acquired Dependent shall be eligible for coverage under this coverage on the date the Dependent is acquired provided that the Member applies to the Claims Administrator for addition of the Dependent within 31 days after the Dependent is acquired and the Member makes timely payment of the appropriate rate. If Application is made later than 31 days after the Dependent is acquired, coverage shall become effective on the first billing date following 30 days after the Member's Application is accepted by the Claims Administrator.

A Dependent child of a custodial parent covered under this coverage may be enrolled under the terms of a qualified release or court order, as required by law.

A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the coverage as if they were the child of the Applicant, as long as the Domestic Partnership exists.

No Dependent may be eligible for coverage as a Dependent of more than one Employee of the Enrolled Group. No individual may be eligible for coverage hereunder as an Employee and as a Dependent of an Employee at the same time.

SECTION 5.

GENERAL INFORMATION

Benefits To Which Members Are Entitled
The liability of the Claims Administrator is limited to the benefits specified in this Benefit Booklet and as set forth in the Group Program document. No person other than a Member is entitled to receive benefits as provided under this Program. Benefits for Covered Services specified under the Program will be provided only for services and supplies that are rendered by a provider specified in the ***Important Definitions*** section of this Benefit Booklet.

Termination Of Coverage At Termination Of Employment Or Membership In The Group
When a Member ceases to be an Eligible Employee or Eligible Dependent, or the required contribution is not paid, the Member's coverage will terminate at the end of the last month for which payment was made. However, if benefits under this Program are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Member's termination under this Program, the cost of such benefits will be the sole responsibility of the Member. In that circumstance, the Claims Administrator will consider the effective date of termination of a Member under this Program to be not more than 60 days before the first day of the month in which the Contractholder notified the Claims Administrator of such termination.

When The Employee Terminates Employment - Continuation Of Coverage Provisions Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)
The Employee should contact their Employer for more information about COBRA and the events that may allow the Employee or the Employee's eligible Dependents to temporarily extend health care coverage.

Continuation Of Incapacitated Child
If an unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on the Member for over half of their support, the Member may apply to the Claims Administrator to continue coverage of such child under this Program upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon the child's marriage. Continuation of benefits under this provision will only apply if the child was eligible as a Dependent and mental or physical incapacity commenced prior to age 26.

The disability must be certified by the attending Physician; furthermore, the disability is subject to annual medical review. In a case where a handicapped child is over the limiting age and joining the Claims Administrator for the first time, the handicapped child must have been covered under the prior Claims Administrator and submit proof from the prior Claims Administrator that the child was covered as a handicapped person.

When The Member Files A Claim
When the Member needs to file a claim, the Member should fill out the claim form and return it with the Member's itemized bills to QCC Insurance Company no later than 20 days after the Member's Prescription Drugs are provided to the Member. The claim should include the date and information required by the Claims Administrator to determine benefits. An expense will be considered Incurred on the date the Prescription Drugs are rendered.

If it was not possible to file the claim within the 20-day period, the Member's benefits will not be reduced, but in no event will the Claims Administrator be required to accept the claim more than two years after the end of the Benefit Period in which the Prescription Drugs were rendered.

Release Of Information
Each Member agrees that any person or entity having information relating to an illness or injury, for which benefits are claimed under this Program, may furnish to the Claims Administrator any information (including copies of records relating to the illness or injury).

In addition, the Claims Administrator may furnish similar information to other entities providing similar benefits at their request.

The Claims Administrator shall provide to the Contractholder at the Contractholder's request certain information regarding claims and charges submitted to the Claims Administrator in a mutually acceptable format. The parties understand that any information provided to the Contractholder will be adjusted by the Claims Administrator to prevent the disclosure of the identity of any Member or other patient treated by said providers. The Contractholder shall reimburse the Claims Administrator for the actual costs of preparing and providing said information.

The Claims Administrator may also furnish membership and/or coverage information to affiliated Claims Administrator s or other entities for the purpose of claims processing or facilitating patient care.

Limitation Of Actions
No legal action may be taken to recover benefits prior to 60 days after notice of claim has been given as specified above, and no such action may be taken later than three years after the date Covered Drugs are dispensed.

Claim Forms
The Claims Administrator will furnish to the Member making the claim, or to the Contractholder, for delivery to such Member, such forms as are required for filing proof of loss.

Member/Provider Relationship
- The choice of a provider is solely the Member's.
- The Claims Administrator does not furnish Covered Drugs but only makes payment for Covered Drugs received by Members. The Claims Administrator is not liable for any act or omission of any provider. The Claims Administrator has no responsibility for a provider's failure or refusal to render Covered Drugs to a Member.

Agency Relationships
The Contractholder is the agent of the Member, not the Claims Administrator.

Identification Cards And Benefit Booklets
The Claims Administrator will provide Identification Cards to Members or to the Contractholder, depending on the direction of the Contractholder. The Claims Administrator will also provide to each Member of an Enrolled Group a Benefit Booklet describing the benefits provided under the Group Contract .

Applicable Law
The Group Contract is entered into, interpreted in accordance with, and is subject to the laws of the Commonwealth of Pennsylvania.

Member Rights
A Member shall have no rights or privileges as to the benefits provided under this Program except as specifically provided herein.

Assignment
The Group Contract and the benefits hereunder are not assignable by the Contractholder or any Member in whole or in part to any person, Pharmacy or other entity, except where required by law in the case of a custodial parent of a Dependent covered under the Group Contract .

Notice
Any notice required under the Group Contract must be in writing. Notice given to a Member will be given to the Member in care of the Contractholder, or sent to the Member's last address furnished to the Claims Administrator by the Contractholder. The Contractholder, the , or a Member may, by written notice, indicate a new address for giving notice.

Subrogation and Reimbursement Rights
The Employee Retirement Income Security Act (ERISA) applies to many health benefit plans and, to comply with legal requirements that relate specifically to ERISA-governed plans, this Benefit Booklet describes "Subrogation and Reimbursement Rights" in two sections:

- Subrogation and Reimbursement Rights When The Program Is Governed By ERISA; and
- Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA.

However, the fact that these Rights are described in separate sections using different language does not mean or imply that the Rights are substantively different or that the Rights described in one section are greater or lesser than the Rights described in the other section. Under both sections, the Claims Administrator reserves right the pursue subrogation recoveries and the Member has an obligation to fully reimburse the Claims Administrator to the fullest extent permitted by law.

- **Subrogation and Reimbursement Rights When The Program Is Governed By ERISA**

  By accepting benefits for Covered Services, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

Subrogation Rights
Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

Reimbursement Rights
If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The Claims Administrator has a right to full reimbursement.

Lien
By accepting benefits for Covered Services from the Claims Administrator, the Member agrees to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by the Member, or anyone acting on the Member's behalf, from any Responsible Third Party. As a result, the Member must repay to the Claims Administrator the full amount of the medical expenses that were paid to the Member or on the Member's behalf out of the amounts recovered from the Responsible Third Party (plus the costs and fees that are incurred by the Claims Administrator to enforce these rights) first, before funds are allotted toward any other form of damages, whether or not there is an admission of fault or liability by the Responsible Third Party. The Claims Administrator has a lien on any amounts recovered by the Member from a Responsible Third Party, regardless of whether or not the amount is designated as payment for medical expenses. This lien will remain in effect until the Claims Administrator is reimbursed in full.

Constructive Trust
If the Member (or anyone acting on the Member's behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), the Member agrees to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition the Member agrees to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the member's behalf, plus the attorney's fees and the costs of collection incurred by the Claims Administrator.

- These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
- These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).

- These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.
- The Claims Administrator is entitled to recover the full amount of the benefits paid to the Member or on the Member's behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Member has been made whole or received full compensation for other damages (including property damage or pain and suffering). The recovery rights of the Claims Administrator will not be reduced by the "made whole" doctrine or "double recovery" doctrine.
- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing. The recovery rights of the Claims Administrator will not be reduced by the "common fund" doctrine.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

Obligations of Member

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator's ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.

- Serve as trustee for any and all monies paid to (or payable to) the Member or for the Member's benefit by any Responsible Third Party to the full extent the Claims Administrator paid benefits for an injury or illness.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

- **Subrogation and Reimbursement Rights When The Program Is Not Governed By ERISA**

  By accepting benefits for Allowable Charges, the Member agrees that the Claims Administrator has the right to enforce subrogation and reimbursement rights to the extent permitted by law. This section explains these rights and the responsibilities of each Member pertaining to subrogation and reimbursement. The term Member includes Eligible Dependents. The term Responsible Third Party refers to any person or entity, including any insurance company, health benefits plan or other third party, that has an obligation (whether by contract, common law or otherwise) to pay damages, pay compensation, provide benefits or make any type of payment to the Member for an injury or illness.

  The Claims Administrator or the Plan Administrator, as applicable, retains full discretionary authority to interpret and apply these subrogation and reimbursement rights based on the facts presented. The right of subrogation or reimbursement is not enforceable if prohibited by statute or regulation.

  Subrogation Rights
  Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Member and the Member has a right to receive damages, compensation, benefits or payments of any kind (whether by a court judgment, settlement or otherwise) from a Responsible Third Party. The Claims Administrator is subrogated to the Member's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes the Member's right to pursue and receive the damages, compensation, benefits or payments from the Responsible Third Party to the full extent that the Claims Administrator has reimbursed the Member for medical expenses or paid medical expenses on the Member's behalf, plus the costs and fees that are incurred by the Claims Administrator to enforce these rights. The right to pursue a subrogation claim is not contingent upon whether or not the Member pursues the Responsible Third Party for any recovery.

  Reimbursement Rights
  If a Member obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Member must fully reimburse the Claims Administrator for all medical expenses that were paid to the Member or on the Member's behalf, to the extent permitted by law.
  - These subrogation and reimbursement rights apply regardless of whether money is received through a court decision, settlement, or any other type of resolution.
  - These subrogation and reimbursement rights apply even if the recovery is designated or described as covering damages other than medical expenses (such as property damage or pain and suffering).
  - These subrogation and reimbursement rights apply with respect to any recoveries made by the Member, including amounts recovered under an uninsured or underinsured motorist policy.

- The Claims Administrator will not pay, offset any recovery, or in any way be responsible for attorneys' fees or costs associated with pursuing a claim against a Responsible Third Party unless the Claims Administrator agrees to do so in writing.
- In addition to any Coordination of Benefits rules described in this Benefit Booklet, the benefits paid by the Claims Administrator will be secondary to any no-fault auto insurance benefits and to any worker's compensation benefits (no matter how any settlement or award is characterized) to the fullest extent permitted by law.
- These subrogation and reimbursement rights apply and will not be decreased, restricted, or eliminated in any way if the Member receives or has the right to recover no-fault insurance benefits.
- All rights under this section are enforceable against the heirs, estate, legal guardians or legal representatives of the Member.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on the Member's part.

Obligations of Member

- Immediately notify the Claims Administrator or its designee in writing if the Member asserts a claim against a Responsible Third Party, whether informally or through judicial or administrative proceedings.
- Immediately notify the Claims Administrator or its designee in writing whenever a Responsible Third Party contacts the Member or the Member's representative - or the Member or the Member's representative contact a Responsible Third Party - to discuss a potential settlement or resolution.
- Refuse any offer to settle, adjust or resolve a claim for damages, benefits or compensation that involves an injury, illness or medical expenses in any way, unless and until the Member receives written authorization from the Claims Administrator or its delegated representative.
- Fully cooperate with the Claims Administrator and its designated representative, as needed, to allow for the enforcement of these subrogation and reimbursement rights and promptly supply information/documentation when requested and promptly execute any and all forms/documents that may be needed.
- Avoid taking any action that may prejudice or harm the Claims Administrator’s ability to enforce these subrogation and reimbursement rights to the fullest extent possible.
- Fully reimburse the Claims Administrator or its designated representative immediately upon receiving compensation of any kind (whether by court judgment, settlement or otherwise) from a Responsible Third Party.
- All of these Obligations apply to the heirs, estate, legal guardians or legal representatives of the Member.

IMPORTANT: Failure to Cooperate

If the Member fails or refuses to sign forms or documents as requested or otherwise fail or refuse to cooperate or abide by any of the obligations described above, the Claims Administrator or Plan Administrator, as applicable, has full discretion and authority to reduce or withhold benefit payments to recover subrogation/reimbursement amounts that are owed and/or to terminate the Member's participation in the Program.

Professional Judgment

A Pharmacist shall not be required to fill any Prescription Drug Order which in their professional judgment should not be filled.

Delivery Of Prescription Drugs
The Claims Administrator shall not be responsible for delay in the delivery of a Prescription Drug.

Limitations Of Health Benefit Plan Liability
The Claims Administrator shall not be liable for injuries or damage resulting from acts or omissions of any Claims Administrator officer or Member or of any provider or other person furnishing services or supplies to the Member; nor shall the Claims Administrator be liable for injuries or damage resulting from the dissemination of information for the purpose of claims processing or facilitating patient care.

Liability For Prescription Drugs
- The Claims Administrator shall not be liable for any claims or demand arising out of, on in connection with, the manufacturing, compounding, dispensing or use of any drug covered under this Program.
- The Claims Administrator shall not be liable for any abuse, physical dependency, or overdose which is the result of the Member's misuse or mismanagement of a Prescription Drug.
- If the Claims Administrator determines Prescription Drug usage by the Member or the Member's Eligible Dependents appears to exceed usage generally considered appropriate under the circumstances, the Claims Administrator shall have the right to direct the Member or the Member's Eligible Dependents to one Pharmacy for all future Prescription Drug Covered Services.
- In certain cases, the Claims Administrator may determine that the use of certain Prescription Drugs for a Member's medical condition requires pre-certification for Medical Necessity. The Claims Administrator also reserves the right to establish eligible dosage limits of certain Prescription Drugs covered by the Claims Administrator.

Payment Of Providers
A Pharmacy Benefits Manager (PBM) administers our Prescription Drug benefits, and is responsible for providing a network of participating pharmacies and processing pharmacy claims. The PBM also negotiates price discounts with pharmaceutical manufacturers and provides drug utilization and quality reviews. Price discounts may include rebates from a drug manufacturer based on the volume purchased. The Claims Administrator anticipates that it will pass on a high percentage of the expected rebates it receives from its PBM through reductions in the overall cost of pharmacy benefits. Under some circumstances, the Claims Administrator may use a portion of the rebates received from its PBM to lower the drug price used for purposes of determining what the Member should pay based on Member benefits at the time a rebatable drug is dispensed to the Member at an In-Network Pharmacy. Under most benefit plans, Prescription Drugs are subject to a Member's cost-sharing, including Copayment, Coinsurance and Deductible, as applicable.

Special Circumstances
In the event that Special Circumstances result in a severe impact to the availability of providers and services, or to the procedures required for obtaining benefits for Covered Services under this Program (For Example, obtaining Precertification, use of Participating Providers), or to the administration of this Program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements or cost-sharing of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period as required by the Special Circumstances as defined below.

The Claims Administrator shall make a good faith effort to provide access to Covered Services in so far as practical and according to its best judgment. Neither the Claims Administrator nor the Claims Administrator providers shall incur liability or obligation for delay or failure to provide or arrange for Covered Services if such failure or delay is caused by Special Circumstances.

Special Circumstances, as recognized in the community, and by the Claims Administrator and appropriate regulatory authority, are extraordinary circumstances not within the control of the Claims Administrator, including but not limited to:

- Major disaster;
- Epidemic;
- Pandemic;
- The complete or partial destruction of facilities;
- Riot;
- Civil insurrection; or
- Public health emergency.

SECTION 6.

RESOLVING PROBLEMS

(COMPLAINT AND APPEAL PROCESS)

Informal Member Complaint Process
The Claims Administrator has a process for Members to express informal Complaints. To register a Complaint (as opposed to an appeal as discussed below), Members should call the Member Services Department at the telephone number on the back of their Identification Card or write to the Claims Administrator at the following address:

General Correspondence
1901 Market Street
Philadelphia, PA 19103

Most Member concerns are resolved informally at this level. However, if the Claims Administrator is unable to immediately resolve the Member Complaint, it will be investigated, and the Member will receive a response in writing within 30 days.

Member Appeal Process
Filing an Appeal
The Claims Administrator maintains procedures for the resolution of Member appeals. Internal appeals may be filed within 180 calendar days of the Member's or designee's receipt of an adverse benefit determination from the Claims Administrator. The Member may designate either the Provider or another authorized representative to represent the Member on the appeal. After obtaining the Member's authorization, either the Provider or another authorized representative requests a change of a previous decision made by the Claims Administrator by following the procedures described here. (In order to authorize someone else to be the Member's representative for the appeal, the Member must complete a valid authorization form. The Member should contact the Claims Administrator as directed below to obtain a "Member/Enrollee Authorization to Appeal by Provider or Other Representative" form or for questions regarding the requirements for an authorized representative.)

The Member or other authorized person on behalf of the Member, may request an appeal by calling or writing to the Claims Administrator, as defined in the letter notifying the Member of the decision or as follows:

Member Appeals Department	Toll Free Phone: 1-888-671-5276
P.O. Box 41820	Toll Free Fax: 1-888-671-5274 or
Philadelphia, PA, 19101-1820	Phila. Fax: 215-988-6558

The Member or designee is entitled to a full and fair review. Specifically, at all appeal levels the Member or designee may submit additional information pertaining to the case, to the Claims Administrator. The Member or designee may specify the remedy or corrective action being sought. At the Member's request, the Claims Administrator will provide access to and copies of all relevant documents, records, and other information that are not confidential, proprietary, or privileged.

The Claims Administrator will automatically provide the Member or designee with any new or additional evidence considered, relied upon, or generated by the Claims Administrator in connection with the appeal, which is used to formulate the rationale. Such evidence is provided as soon as possible and in advance of the date the adverse notification is issued. This information is provided to the Member or designee at no charge.

The Claims Administrator will not terminate or reduce an-ongoing course of treatment without providing the Member or designee with advance notice and the opportunity for advanced review.

Individuals with urgent care conditions or who are receiving an on-going course of treatment may proceed with an expedited external review at the same time as the internal expedited appeals process.

If the appeal is upheld, the letter states the reason(s) for the decision. If a benefit provision, internal, rule, guideline, protocol, or other similar criterion is used in making the determination, the Member may request copies of this information at no charge. If the decision is to uphold the denial, there is an explanation of the scientific or clinical judgment for the determination. The letter also indicates the qualifications of the individual who decided the appeal and their understanding of the nature of the appeal. The Member or designee may request in writing, at no charge, the name of the individual who participated in the decision to uphold the denial.

Types of Appeals
Following are the two types of appeals and the issues they address:

- **Internal Standard (non-urgent) Medical Necessity Appeals** - An appeal by or on behalf of a Member that focuses on issues of Medical Necessity and requests the Claims Administrator to change its decision to deny or limit the provision of a Covered Service. Medical Necessity appeals include appeals of adverse benefit determinations based on medical judgement and the exclusions for Experimental/Investigative or cosmetic services. A Claim Administrator's Medical Director (MDR) is the decision maker for Medical Necessity appeals. This individual holds an active unrestricted license to practice medicine. Either the Claim Administrator's MDR or an independent consultant function as the same/similar specialist. The same/similar specialist is in the same/similar specialty as the individual who is managing the Member's care. The independent consultant is a licensed Physician, Psychologist, or other health care professional, who has no previous involvement with the case and is not a subordinate of anyone previously involved in the case.

  For each of the two levels of Medical Necessity appeal, a different MDR is the decider of the appeal. For both levels of appeal, the MDR has no previous involvement with the case and is not a subordinate of anyone previously involved.

  The same/similar specialist review is typically part of the first level appeal. However, if additional information is submitted prior to the second level of appeal, an MDR or independent consultant who has no previous involvement with the case and is not the subordinate of anyone who was previously involved in the case, conducts a second same/similar specialist review.

- **Administrative Appeal** - A dispute or objection by a Member regarding the following: operations or management policies of a health care plan, non-covered services, coverage limitations, participating or non-participating provider status, cost sharing requirements, certain surprise medical bills received by a Member from an out-of-network Provider, and rescissions of coverage (except for failure to pay premiums or coverage contributions), that has not been resolved by the Claims Administrator. An employee of the Claims Administrator is the decision maker for the level 1 Administrative Appeal. This individual has had no previous involvement with the case and is not a subordinate of anyone involved with a previous adverse determination. A different employee of the Claims Administrator decides the level 2 appeal. This individual has no prior involvement in the case and is not the subordinate of anyone previously involved.

Internal Standard Appeals
Pre-service Appeal - An appeal for benefits that, under the terms of this Group Program Document, must be pre-certified or pre-approved (either in whole or in part) before medical care is obtained for coverage to be available. For a standard Pre-Service Appeal, a maximum of 15 calendar days is available for each of the two levels of internal appeal.

Post-service Appeal - An appeal for benefits that is not a Pre-service Appeal. (Post-service Appeals concerning claims for services that the Member has already obtained do not qualify for review as Expedited/Urgent appeals.) For a standard Post-Service Appeal, a maximum of 30 calendar days is available for each of the two levels of internal appeal.

For prescription non-formulary exception requests, the decision is made, and notification is sent to the Member/designee within 72 hours for each level of appeal.

The decision of the Claims Administrator is sent to the Member or designee in writing within the timeframe noted above.

Internal Urgent/Expedited Appeals Review:
An urgent expedited appeal is any appeal for medical care or treatment with respect to which the application of the time periods for making non-urgent determinations could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, or in the opinion of a Physician with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal.

The appeals review process for an urgent/expedited appeal mirrors the process described above under the section entitled "Types of Appeal".

The expedited review is completed promptly based on the Member's health condition, but no later than 72 hours after receipt of the expedited appeal request by the Claims Administrator. Within 72 hours after receipt of the expedited appeal, the Claims Administrator notifies the Member or designee by telephone of the determination. The determination is sent in writing within 72 hours after the Member or designee has received the verbal notification.

For prescription non-formulary exception requests, the Claims Administrator notifies the Member or designee of the determination in writing within 24 hours after the receipt of the request from the Member or designee.

The Member or designee may also file an expedited external Medical Necessity appeal at the same time as filing an internal expedited Medical Necessity appeal.

If not satisfied with the standard or expedited decision from the Claims Administrator, the Member or designee has the right to initiate an external appeal as described below.

External Review Process via an Independent Review Organization (IRO)

Types of Services Eligible for An External Review
Under the Federal Independent Review Organization (IRO) process, Members or their designee may request an External Review that is based on any of the following:

- Medical Necessity and medical judgement appeals, including when a health care Provider requests an authorization for additional treatment that was not approved by the Plan.
- Appropriateness of service.
- Health care setting.
- Effectiveness of a covered benefit.
- Level of care.

When a Member seeks coverage for specialized care from an out-of-network health care Provider because they believe that an in-network health care Provider cannot effectively do the procedure or manage their care.

Disputes regarding the Program's compliance with the surprise billing and cost-sharing protections under Sections 2799a-1 and 2799a-2 of the Public Health Services Act and regulations promulgated thereunder, including:

- Any determination of whether an appeal is for emergency services or for consideration of compliance with the cost sharing and surprise billing protections.
- Clarification as to whether a claim for items and/or services from non-participating health care Providers at an in-network facility are subject to the No Surprise Act protections.
- Clarification as to whether an individual was in a condition to receive a notice about the No Surprise Act protections and have given informed consent to waive those protections.

Determine whether a claim for services and items is coded correctly and consistent with the treatment the individual received.

Determine whether cost-sharing was appropriately calculated for claims for ancillary services provided by an out-of-network health care Provider at an in-network facility.

Rescissions of coverage, except for non-payment of premiums or coverage contributions

Standard External Review Process - The Claims Administrator follows the Federal Independent Review Organization (IRO) Process. The Member or designee may request an External Review via an IRO by calling or writing to the Claims Administrator within four months of receipt of the internal appeal decision letter. The Member or designee is not required to pay any of the costs associated with the External Review.

The Member or designee may only request an External Review after exhausting the Claims Administrator's internal appeal process. The Member or designee shall be deemed to have exhausted the internal appeal process if the Claims Administrator has failed to comply with the requirements of the internal claims, utilization review and or appeals process, unless the failure or failures are based on de minimis (minor) violations that do not cause and are not likely to cause prejudice or harm to the Member or designee.

Preliminary Review

Within five business days of the Claims Administrator's receipt of an External Appeal request from the Member or designee, the Claims Administrator conducts a preliminary review of the request to determine the following:

- The Member is or was covered at the time the health care service or item was requested (in the case where services or items require pre-authorization) or provided in the case of retrospective reviews.
- The adverse benefit determination or final adverse benefit determination does not relate to the Member's failure to meet the eligibility requirements under the terms of the Program.
- The Member has exhausted the Program's internal appeal process.
- The Member has provided all the information and forms required to process an external appeal.

Within one business day after completion of the preliminary review, the Claims Administrator sends written notification to the Member or designee. If the request is complete but not eligible for an external review, the notice must include the reasons for the lack of ineligibility. If additional information or material is needed for the Claims Administrator to process the external appeal request, the notification identifies that information. The Member or designee has 48 hours from their receipt of the notification to submit the required information to the Claims Administrator.

If the request is eligible, the Claims Administrator assigns the external review to an IRO which is accredited by a nationally recognized accrediting organization such as NCQA (National Committee for Quality Assurance). The IRO referral process provides for the following:

- The Claims Administrator ensures that the IRO process is not biased.
- The Claims Administrator contracts with four separate IROs and rotates assignments among them.
- As required by Federal law, the IRO is not eligible for financial incentives based on the likelihood they will support the denial.
- The IRO has no direct or indirect professional, familial, or financial conflicts of interest with the Claims Administrator, with the Member, or the designee. The Claims Administrator's arrangements for assignment of an IRO and payment for the services of an IRO do not constitute a conflict of interest.
- The consultant assigned by the IRO to review the appeal request, has no prior involvement with the case and is not a subordinate of anyone previously involved.
- The assigned consultant is in the same/similar specialty as the individual managing the Member's care.

Within five business days of the IRO assignment, the Claims Administrator sends the IRO all the information and documents considered in making the adverse determination electronically via the applicable IRO portal.

For a standard external review, the IRO makes the decision and sends notification to the Member or designee within 45 calendar days of their receipt of the request. For prescription non-formulary exception requests, the IRO sends notification to the Member or designee within 72 hours of their receipt of the request.

Expedited External Review Process

The Member or designee may request an External Review for urgent/expedited situations through an IRO. Additionally, the Member or the designee may request a concurrent internal and external expedited external review. The Member or designee is not required to pay any of the costs.

Preliminary Review - Immediately upon request for an external expedited appeal, the Claims Administrator determines the eligibility and reviewability of the request as follows.

- The Member is or was covered at the time the health care service or item was requested (in the case where services or items require pre-authorization) or provided in the case of retrospective reviews.
- The adverse benefit determination or final adverse benefit determination does not relate to the Member's failure to meet eligibility requirements under the terms of the Program.
- The Member has provided all the information and forms required to process an expedited external appeal.

Upon determination that an expedited external review request is eligible for an external review, the Claims Administrator assigns an IRO and electronically sends all information and documents considered in the adverse benefit determination to the IRO via the applicable portal.

The IRO reviews the case file, makes a decision, and sends notification to the Member or designee within 72 hours of their receipt of the external appeal request. For prescription non-formulary exception requests, the IRO reviews the case file, makes the decision, and notifies the Member or designee within 24 hours of their receipt of the request.

All IRO overturn decisions (both standard and expedited) are binding on the Claims Administrator and Plan Administrator. If the decision of the IRO is that the services are eligible, the Claims Administrator authorizes the service and/or pays the claims. The Member is notified in writing of the time and procedure for claim payment and/or approval of the service in the event of an overturn of the Internal Appeal. The Claims Administrator implements the IRO's decision within the time, if any, specified by the IRO.

SECTION 7.

IMPORTANT DEFINITIONS

For the purpose of this Program, the terms below have the following meaning:

Accredited Educational Institution
A publicly or privately operated academic institution of higher learning which:
- Provides recognized courses or a course of instruction.
- Confers any of the following, when a student completes the course of study:
  - A diploma;
  - A degree; or
  - Another recognized certification of completion.
- Is duly recognized, and declared as such, by the appropriate authority, as follows:
  - An authority of the state in which such institution must also be accredited by a nationally recognized accrediting association as recognized by the United States Secretary of Education.

The definition may include, but is not limited to Colleges and Universities; and Technical or specialized schools.

Allowable Charges
For services rendered by a Member Pharmacy, the amount that the Claims Administrator has negotiated to pay the Member Pharmacy as total reimbursement for Prescription Drugs, and for services rendered by a Non-Member Pharmacy, the lesser of the Non-Member Pharmacy's charges for the Covered Drug, or 150% of Average Wholesale Price for the same Covered Drug.

Applicant and Employee/Member
Applicant and Employee/Member shall mean you, the individual who applies for coverage which the Claims Administrator has entered into with the Employer/Group. For Purposes of this Program, Employee and Member are interchangeable terms.

Application and Application Card
The request, either written or via electronic transfer, of the Applicant for benefits under this Program, set forth in a format approved by the Claims Administrator, whether such written request was made under a prior Program that has been superseded by this Program, or under this Program.

Authorized Generics
Brand Name Drugs that are marketed without the brand name on its label. An Authorized Generic may be marketed by the Brand Name Drug company, or another company with the brand company’s permission. Unlike a standard Generic Drug, the Authorized Generic is not approved by the Food and Drug Administration (FDA) abbreviated new drug application process (ANDA). For cost sharing purposes Authorized Generics are treated as Brand Name Drugs.

Brand Name or Brand Name Drug
A Prescription Drug approved by the U.S. Food and Drug Administration (FDA) through the new drug application (NDA) process and in compliance with applicable state law and regulations. For purposes of this Program, the term "Brand Name Drug" shall also include Authorized Generics and devices which includes spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines.

Chronic Drugs
A Covered Drug recognized by the Claims Administrator for the treatment of chronic or long term conditions including, but not limited to, cardiac disease, hypertension, diabetes, lung disease and arthritis. For purposes of the Program, the term "Chronic Drugs" shall also mean the following diabetic supplies that may not require a Prescription Drug Order:
- Insulin syringes;
- Diabetic blood testing strips; and
- Lancets.

Coinsurance
A percentage of Allowable Charges which must be paid by the Member toward the cost for filling or refilling a Prescription Drug Order for Prescription Drugs.

Complaint
Any expression of dissatisfaction, verbal or written, by a Member.

Convenience Pack
A combination of two or more individual drug products into a single package with a unique national drug code. Products included in a Convenience Pack may include prescription products, over-the-counter products, and/or products not approved by the Food and Drug Administration (FDA).

Copayment
A specified amount which must be paid by the Member toward the cost for filling or refilling a Prescription Drug Order for Prescription Drugs.

Cosmetic Drug or Drugs Used For Cosmetic Purposes
Drugs which are determined by the Claims Administrator to be:
- For other than the treatment of illness, injuries, congenital birth defect or restoration of physiological function; or
- For cleansing, beautifying, promoting attractiveness or altering the appearance of any part of the human body.

Covered Drug
Prescription Drugs, including Self-Administered Prescription Drugs, which are:
- Appearing on the Drug Formulary, or where an exception has been granted;
- Prescribed for a Member by a Health Care Practitioner who is appropriately licensed to prescribe Drugs;
- Prescribed for a use that has been approved by the Federal Food and Drug Administration; and
- Medically Necessary, as determined by the Claims Administrator.

Insulin shall be considered a Covered Drug where Medically Necessary.

Deductible
A specified amount of Allowable Charges, usually expressed in dollars, that must be Incurred by a Member before the Claims Administrator will assume any liability for all or part of the remaining Allowable Charges.

Dentist
A person who is a Doctor of Dentistry Science (DDS) or a Doctor of Dental Medicine (D.M.D.), licensed and legally entitled to practice dentistry and dispense drugs.

Dependent
- The Applicant's spouse under a legally valid existing marriage.
- The children, (including stepchildren, children legally placed for adoption, and legally adopted children of the Applicant or the Applicant's spouse) who are continuously financially supported by the Applicant, or whose coverage is the responsibility of the Applicant under the terms of a qualified release or court order. The limiting age for covered children is the first of the month following the month in which they reach age 26.

Domestic Partner (Domestic Partnership)
A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the Program as if they were the child of the Applicant, as long as the domestic partnership exists.

A member of a Domestic Partnership is one of two partners, each of whom:
- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
- Is not related to the other partner by adoption or blood;
- Is the sole Domestic Partner of the other partner, with whom the person has a close committed and personal relationship, and has been a member of this Domestic Partnership for the last six months;
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner;
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships; and
- Demonstrates financial interdependence by submission of proof of three or more of the following documents:
  - A Domestic Partner agreement;
  - A joint mortgage or lease;
  - A designation of one of the partners as beneficiary in the other partner's will;
  - A durable property and health care powers of attorney;
  - A joint title to an automobile, or joint bank account or credit account; or
  - Such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

  The Claims Administrator reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

Drug
A substance which is:
- Recognized in the *Approved Drug Products with Therapeutic Equivalent and Evaluations* (The FDA Orange Book);
- Intended for use in the treatment of disease or injury; and
- Not a device or a component, part or accessory of a device.

Drug Formulary
A list of Covered Drugs, usually by their generic names, and indications for their use. A formulary is intended to include a sufficient range of medicines to enable physicians, dentists, and, as appropriate, other practitioners to prescribe all Medically Necessary treatment of a Member's condition.

Effective Date
According to the ***Eligibility Under The Program*** section, the date on which the Member's coverage begins.

Employee/Member
An individual of the Group who meets the eligibility requirements for enrollment, who is so specified for enrollment, and in whose name the Identification Card is issued.

Experimental Drug or Investigative Drug
A drug, biological product, or select device which meets any of the following criteria:
- Is the subject of: Ongoing clinical trials;
- Is the research, experimental, study or investigational arm of an ongoing clinical trial(s) or is otherwise under a systematic, intensive investigation to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis;
- Is not of proven benefit for the particular diagnosis or treatment of the Member’s particular condition;
- Is not generally recognized by the medical community, as clearly demonstrated by Reliable Evidence, as effective and appropriate for the diagnosis or treatment of the Member’s particular condition; or
- Is generally recognized, based on Reliable Evidence, by the medical community as a diagnostic or treatment intervention for which additional study regarding its safety and efficacy for the diagnosis or treatment of the Member’s particular condition, is recommended.

Any drug, biological product, or select device is not considered experimental/investigative if it meets all of the criteria listed below:
- When required, the drug, biological product, or select device must have final approval from the appropriate governmental regulatory bodies (For example, FDA).
- Reliable Evidence demonstrates that the drug, biological product, or select device meets technical standards, is clinically valid, and has a definite positive effect on health outcomes.
- Reliable Evidence demonstrates that the drug, biological product, select device leads to measurable improvement in health outcomes (That is, the beneficial effects outweigh any harmful effects).
- Reliable Evidence clearly demonstrates that the drug, biological product, or select device is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable.

- Reliable Evidence clearly demonstrates that improvement in health outcomes, as defined in the previous bullet, is possible in standard conditions of medical practice, outside clinical investigatory settings.
- Reliable Evidence shows that the prevailing opinion among experts regarding the drug, biological product, or select device is that studies or clinical trials have determined its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment for a particular diagnosis.

Any approval granted as an interim step in the FDA regulatory process (For example, An Investigational New Drug Exemption as defined by the FDA), is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of a drug or biological product (For example, infusible agent) for another diagnosis, condition, or in a manner that does not align with the FDA approval shall require that one or more of the established reference Compendia identified in the Claims Administrator policies recognize the usage as appropriate medical treatment.

Family Coverage
Coverage for the Employee and one or more of the Employee's Dependents.

Generic Drug
Any form of a particular Prescription Drug which is:
- Sold by a manufacturer other than the original patent holder;
- Approved by the U.S. Food and Drug Administration as being generically equivalent through the FDA abbreviated new drug application (ANDA) process; and
- In compliance with applicable state laws and regulations.

Group or (Enrolled Group)
A group of Employees which has been accepted by the Claims Administrator, consisting of all those Applicants whose charges are remitted together with all the Employees and Dependents, listed on the Application Cards or amendments thereof, who have been accepted by the Claims Administrator.

Health Care Practitioner
A Physician, Dentist, podiatrist, nurse practitioner or other person licensed, registered and certified as required by law to prescribe Drugs in the course of their professional practice.

Identification Card
The currently effective card issued to the Member by the Claims Administrator.

Immediate Family
The Employee's:
- Spouse;
- Parent;
- Child, stepchild;
- Brother, sister; or
- Persons who ordinarily reside in the household of the Member.

Incurred
A charge shall be considered Incurred on the date a Member receives the service or supply for which the charge is made.

Medically Necessary (Medical Necessity)
Shall mean:

- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of:
  - Preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.
- Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient, that are:
  - In accordance with generally accepted standards of medical practice;
  - Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
  - Not primarily for the convenience of the patient, Physician, or other health care provider; and
  - Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.
- For these purposes, "generally accepted standards of medical practice" means standards that are based on:
  - Credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, Physician Specialty Society recommendations; and
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

Member Mail Order Pharmacy
A Pharmacy which has entered into an agreement to provide the Claims Administrator's Members with the mail order prescription drug services described in the Program.

Member Pharmacy
A Pharmacy which has entered into an agreement to provide the Claims Administrator's Members with the prescription drug services described in the Program other than mail order prescription drug services.

Non-Member Mail Order Pharmacy
Any Pharmacy which has not entered into an agreement to provide the Claims Administrator's Members with mail order prescription drug services.

Non-Member Pharmacy
A Pharmacy which has not entered into an agreement to provide any prescription drug services to the Claims Administrator's Members.

Non-Preferred Drug
These drugs generally have one or more generic alternatives or preferred brand options within the same drug class. Some Generic Drugs are included in this category and are subject to the Non-Preferred Drug cost-sharing.

Pharmacist
A person who is legally licensed to practice the profession of Pharmacology and who regularly practices such profession in a Pharmacy.

Pharmacy
Any establishment which is registered and licensed as a Pharmacy with the appropriate state licensing agency and in which Prescription Drugs are regularly compounded and dispensed by a Pharmacist.

Pharmacy Benefits Manager (PBM)
An entity that has entered into a contract with the Claims Administrator to perform prescription drug claims processing and related administrative services, and has agreed to arrange for the provision of pharmacy services to the Claims Administrator's Members.

Physician
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), licensed, and legally entitled to practice medicine in all its branches, perform surgery and dispense Drugs.

Preferred Brand
These drugs have been selected for their reported medical effectiveness, safety, and value. These drugs generally do not have generic equivalents.

Prescription Drug
- Any medication which by federal and/or state laws may be dispensed with a Prescription Drug Order; and
- Insulin.

The list of covered Prescription Drugs is subject to change from time to time at the sole discretion of the Claims Administrator.

Prescription Drug Order
The request in accordance with applicable laws and regulations for medication issued by a Health Care Practitioner who is licensed to prescribe Drugs.

Reliable Evidence
Peer-reviewed reports of clinical studies that have been designed according to accepted scientific standards such that potential biases are minimized to the fullest extent, and generalizations may be made about safety and effectiveness of the technology outside of the research setting. Studies are to be published or accepted for publication, in medical or scientific journals that meet nationally recognized requirements for scientific manuscripts and that are generally recognized by the relevant medical community as authoritative. Furthermore, evidence-based guidelines from respected professional organizations and governmental entities may be considered Reliable Evidence if generally accepted by the relevant medical community.

Self-Administered Prescription Drug
A Prescription Drug that can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required. Examples of Self-Administered Prescription Drugs include, but are not limited to:
- Oral Drugs;
- Self-Injectable Drugs;
- Inhaled Drugs; and
- Topical Drugs.

Self-Injectable Prescription Drug (Self-Injectable Drug)
A Prescription Drug that:
- Is introduced into a muscle or under the skin by means of a syringe and needle; and
- Can be administered safely and effectively by either the Member or a caregiver, without medical supervision, regardless of whether initial medical supervision and/or instruction is required.

Specialty Drug
A medication that meets certain criteria including, but not limited to:
- The drug is used in the treatment of a rare, complex, or chronic disease.
- A high level of involvement is required by a Health Care Practitioner to administer the drug.
- Complex storage and/or shipping requirements are necessary to maintain the drug's stability.
- The drug requires comprehensive patient monitoring and education by a Health Care Practitioner regarding safety, side effects, and compliance.
- Access to the drug may be limited.
- Some Generic Drugs are included in this category and are subject to the Specialty Drug cost-sharing.

The Claims Administrator reserves the right to determine which Specialty Drug vendors and/or Health Care Practitioners can dispense or administer certain Specialty Drugs.

INDEPENDENCE BLUE CROSS
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION[1]

PLEASE REVIEW IT CAREFULLY.

Independence Blue Cross[2] ("Independence") values you as a customer, and protection of your privacy is very important to us. In conducting our business, we will create and maintain records that contain protected health information about you and the health care provided to you as a member of our health plans.

Note: "Protected health information" or "PHI" is information about you, including information that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We protect your privacy by:

- limiting who may see your PHI;
- limiting how we may use or disclose your PHI;
- informing you of our legal duties with respect to your PHI;
- explaining our privacy policies; and
- adhering to the policies currently in effect.

The definition of PHI also includes race, ethnicity, language, gender identity and sexual orientation information transmitted or maintained in any form or medium by Independence.[3]

This Notice describes our privacy practices, which include how we may use, disclose, collect, handle, and protect our members' protected health information. We are required by certain federal and state laws to maintain the privacy of your protected health information. We also are required by the federal Health Insurance Portability and Accountability Act (or "HIPAA") Privacy Rule to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information.

[1] If you are enrolled in a self-insured group benefit program, this Notice is not applicable. If you are enrolled in such a program, you should contact your Group Benefit Manager for information about your group's privacy practices. If you are enrolled in the Federal Employee Service Benefit Plan, you will receive a separate Notice.

[2] For purposes of this Notice, "Independence Blue Cross" refers to the following companies: Independence Blue Cross, Independence Assurance Company, Keystone Health Plan East, QCC Insurance Company, and Vista Health Plan, Inc. – independent licensees of the Blue Cross and Blue Shield Association.

[3] Independence Blue Cross does not use race, ethnicity, language, gender identity and sexual orientation information for underwriting, rate setting, denial of services, coverage or benefits determinations.

This revised Notice took effect on January 1, 2024, and will remain in effect until we replace or modify it.

Copies of this Notice
You may request a copy of our Notice at any time. If you want more information about our privacy practices, or have questions or concerns, please contact Member Services by calling the telephone number on the back of your Member Identification Card, or contact us using the contact information at the end of this Notice.

Changes to this Notice
The terms of this Notice apply to all records that are created or retained by us which contain your PHI. We reserve the right to revise or amend the terms of this Notice. A revised or amended Notice will be effective for all of the PHI that we already have about you, as well as for any PHI we may create or receive in the future. We are required by law to comply with whatever Privacy Notice is currently in effect. You will be notified of any material change to our Privacy Notice before the change becomes effective. When necessary, a revised Notice will be mailed to the address that we have on record for the contract holder of your member contract, and will also be posted on our web site at www.ibx.com.

Potential Impact of State Law
The HIPAA Privacy Rule generally does not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Rule, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and disclosures of the protected health information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

How We May Use and Disclose Your Protected Health Information (PHI)
In order to administer our health benefit programs effectively, we will collect, use and disclose PHI for certain of our activities, including payment of covered services and health care operations.

The following categories describe the different ways in which we may use and disclose your PHI. Please note that every permitted use or disclosure of your PHI is not listed below. However, the different ways we will, or might, use or disclose your PHI do fall within one of the permitted categories described below.

Treatment: We may disclose information to doctors, pharmacies, hospitals and other health care providers who take care of you to assist in your treatment or the coordination of your care.

Payment: We may use and disclose your PHI for all payment activities including, but not limited to, collecting premiums or to determine or fulfill our responsibility to provide health care coverage under our health plans. This may include coordinating benefits with other health care programs or insurance carriers, such as Medicare or Medicaid. For example, we may use and disclose your PHI to pay claims for services provided to you by doctors or hospitals which are covered by your health plan(s), or to determine if requested services are covered under your health plan. We may also use and disclose your PHI to conduct business with other Independence Blue Cross affiliate companies.

Health Care Operations: We may use and disclose your PHI to conduct and support our business and management activities as a health insurance issuer. For example, we may use and disclose your PHI to determine our premiums for your health plan, to conduct quality assessment and improvement activities, to conduct business planning activities, to conduct fraud detection programs, to conduct or arrange for medical review, or to engage in care coordination of health care services.

We may also use and disclose your PHI to offer you one of our value added programs like smoking cessation or discounted health related services, or to provide you with information about one of our disease management programs or other available Independence Blue Cross health products or health services.

We may also use and disclose your PHI to provide you with reminders to obtain preventive health services, and to inform you of treatment alternatives and/or health related benefits and services that may be of interest to you.

Marketing: Your PHI will not be sold, used or disclosed for marketing purposes without your authorization except where permitted by law. Such exceptions may include: a marketing communication to you that is in the form of (a) a face-to-face communication, or (b) a promotional gift of nominal value.

Release of Information to Plan Sponsors: Plan sponsors are employers or other organizations that sponsor a group health plan. We may disclose PHI to the plan sponsor of your group health plan as follows:

- We may disclose "summary health information" to your plan sponsor to use to obtain premium bids for providing health insurance coverage or to modify, amend or terminate its group health plan. "Summary health information" is information that summarizes claims history, claims expenses, or types of claims experience for the individuals who participate in the plan sponsor's group health plan;
- We may disclose PHI to your plan sponsor to verify enrollment/disenrollment in your group health plan;
- We may disclose your PHI to the plan sponsor of your group health plan so that the plan sponsor can administer the group health plan; and
- If you are enrolled in a group health plan, your plan sponsor may have met certain requirements of the HIPAA Privacy Rule that will permit us to disclose PHI to the plan sponsor. Sometimes the plan sponsor of a group health plan is the employer. In those circumstances, we may disclose PHI to your employer. You should talk to your employer to find out how this information will be used.

Research: We may use or disclose your PHI for research purposes if certain conditions are met. Before we disclose your PHI for research purposes without your written permission, an Institutional Review Board (a board responsible under federal law for reviewing and approving research involving human subjects) or Privacy Board reviews the research proposal to ensure that the privacy of your PHI is protected, and to approve the research.

Required by Law: We may disclose your PHI when required to do so by applicable law. For example, the law requires us to disclose your PHI:

- When required by the Secretary of the U.S. Department of Health and Human Services to investigate our compliance efforts; and
- To health oversight agencies, to allow them to conduct certain Health Oversight Activities described below.

Public Health Activities: We may disclose your PHI to public health agencies for public health activities that are permitted or required by law, such as to:

- prevent or control disease, injury or disability;
- maintain vital records, such as births and deaths;
- report child abuse and neglect;
- notify a person about potential exposure to a communicable disease;
- notify a person about a potential risk for spreading or contracting a disease or condition;
- report reactions to drugs or problems with products or devices;
- notify individuals if a product or device they may be using has been recalled; and
- notify appropriate government agency(ies) and authority(ies) about the potential abuse or neglect of an adult patient, including domestic violence.

Health Oversight Activities: We may disclose your PHI to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Health oversight agencies seeking this information include government agencies that oversee: (i) the health care system; (ii) government benefit programs; (iii) other government regulatory programs; and (iv) compliance with civil rights laws.

Lawsuits and Other Legal Disputes: We may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process once we have met all administrative requirements of the HIPAA Privacy Rule.

Law Enforcement: We may disclose your PHI to law enforcement officials under certain conditions. For example, we may disclose PHI:

- to permit identification and location of witnesses, victims, and fugitives;
- in response to a search warrant or court order;
- as necessary to report a crime on our premises;
- to report a death that we believe may be the result of criminal conduct; or
- in an emergency, to report a crime.

Coroners, Medical Examiners, or Funeral Directors: We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. We also may disclose, as authorized by law, information to funeral directors so that they may carry out their duties.

Organ and Tissue Donation: We may use or disclose your PHI to organizations that handle organ and tissue donation and distribution, banking, or transplantation.

To Prevent a Serious Threat to Health or Safety: As permitted by law, we may disclose your PHI if we believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

Military and National Security: We may disclose to military authorities the PHI of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials PHI required for lawful intelligence, counter-intelligence, and other national security activities.

Inmates: If you are a prison inmate, we may disclose your PHI to the prison or to a law enforcement official for: (1) the prison to provide health care to you; (2) your health and safety, and the health and safety of others; or (3) the safety and security of the prison.

Underwriting: We will not use genetic information about you for underwriting purposes.

Workers' Compensation: As part of your workers' compensation claim, we may have to disclose your PHI to a worker's compensation carrier.

To You: When you ask us to, we will disclose to you your PHI that is in a "designated record set." Generally, a designated record set contains medical, enrollment, claims and billing records we may have about you, as well as other records that we use to make decisions about your health care benefits. You can request the PHI from your designated record set as described in the section below called "Your Privacy Rights Concerning Your Protected Health Information."

To Your Personal Representative: If you tell us to, we will disclose your PHI to someone who is qualified to act as your personal representative according to any relevant state laws. In order for us to disclose your PHI to your personal representative, you must send us a completed Independence Blue Cross Personal Representative Designation Form and documentation that supports the person's qualification according to state law (such as a power of attorney or guardianship). To request the Independence Blue Cross Personal Representative Designation Form, please contact Member Services at the telephone number listed on the back of your Member Identification card, print the form from our web site at www.ibx.com, or write us at the address at the end of this Notice. However, the HIPAA Privacy Rule permits us to choose not to treat that person as your personal representative when we have a reasonable belief that: (i) you have been, or may be, subjected to domestic violence, abuse or neglect by the person; (ii) treating the person as your personal representative could endanger you; or (iii) in our professional judgment, it is not in your best interest to treat the person as your personal representative.

To Family and Friends: Unless you object, we may disclose your PHI to a friend or family member who has been identified as being involved in your health care. We also may disclose your PHI to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. If you are not present or able to agree to these disclosures of your PHI, then we may, using our professional judgment, determine whether the disclosure is in your best interest.

Parents as Personal Representatives of Minors: In most cases, we may disclose your minor child's PHI to you. However, we may be required to deny a parent's access to a minor's PHI according to applicable state law.

Health Information Exchanges

We share your health information electronically through certain Health Information Exchanges ("HIEs"). A HIE is a secure electronic data sharing network. In accordance with applicable federal and state privacy and security requirements, regional health care providers participate in HIEs to exchange patient information in real-time to help facilitate delivery of health care, avoid duplication of services, and more efficiently coordinate care. As a participant in HIEs, Independence shares your health information we may have received when a claim has been submitted for services you have received among authorized participating providers, such as physicians, hospitals, and health systems for the purpose of treatment, payment and health care operations as permitted by law.
During an emergency, patients and their families may forget critical portions of their medical history which may be very important to the treating physician who is trying to make a quick, accurate diagnosis in order to treat the sick patient. Independence, through its participation in an HIE, makes pertinent medical history, including diagnoses, studies, lab results, medications and the treating physicians we may receive on a claim available to participating emergency room physicians while the patient is receiving care. This is invaluable to the physician, expediting the diagnosis and proper treatment of the patient.

Your treating providers who participate with an HIE, and also submit health information with the HIE, will have the ability to access your health information through the HIE and send records to your treating physicians. Through direct requests to the HIE, we will receive various types of protected health information such as pharmacy or laboratory services, or information when you have been discharged from a hospital which may be used to coordinate your care, provide case management services, or otherwise reduce duplicative services and improve the overall quality of care to our members. All providers that participate in HIEs agree to comply with certain privacy and security standards relating to their use and disclosure of the health information available through the HIE.

As an Independence member, you have the right to opt-out which means your health information will not be accessible through the HIE. Through the regional HIE (https://healthshareexchange.org/patient-options-opt-out-back/) website or the State HIE (https://www.dhs.pa.gov/providers/Providers/Pages/Health%20Information%20Technology/Health-Information-Exchange-Citizens.aspx) website consumers or providers can access an online, fax, or mail form permitting patients to remove themselves (opt-out) or reinstate themselves (opt back in) to the HIE. It will take approximately one business day to process an opt-out request. If you choose to opt-out of the HIE, your health care providers will not be able to access your information through the HIE. Even if you opt-out, this will not prevent your health information from being made available and released through other means (i.e. fax, secure email) to authorized individuals, such as network providers for paying claims, coordinating care, or administering your health benefits in accordance with the law and in the normal course of conducting our business as permitted under applicable law. For more information on HIEs, please go to https://healthshareexchange.org/consumers/ or to https://www.dhs.pa.gov/providers/Providers/Pages/Health%20Information%20Technology/Health-Information-Exchange-Citizens.aspx.

Right to Provide an Authorization for Other Uses and Disclosures

- Other uses and disclosures of your PHI that are not described above will be made only with your written authorization.
- You may give us written authorization permitting us to use your PHI or disclose it to anyone for any purpose.
- We will obtain your written authorization for uses and disclosures of your PHI that are not identified by this Notice, or are not otherwise permitted by applicable law.

Any authorization that you provide to us regarding the use and disclosure of your PHI may be revoked by you in writing at any time. After you revoke your authorization, we will no longer use or disclose your PHI for the reasons described in the authorization. Of course, we are unable to take back any disclosures that we have already made with your authorization. We may also be required to disclose PHI as necessary for purposes of payment for services received by you prior to the date when you revoked your authorization.

Your authorization must be in writing and contain certain elements to be considered a valid authorization. For your convenience, you may use our approved Independence Blue Cross Authorization Form. To request the Independence Blue Cross Authorization Form, please contact Member Services at the telephone number listed on the back of your Member Identification card, print the form from our web site at www.ibx.com, or write us at the address at the end of this Notice.

Your Privacy Rights Concerning Your Protected Health Information (PHI)
You have the following rights regarding the PHI that we maintain about you. Requests to exercise your rights as listed below must be in writing. For your convenience, you may use our approved Independence Blue Cross form(s). To request a form, please contact Member Services at the telephone number listed on the back of your Member Identification card or write to us at the address listed at the end of this Notice.

Right to Access Your PHI: You have the right to inspect or get copies of your PHI contained in a designated record set. Generally, a “designated record set” contains medical, enrollment, claims and billing records we may have about you, as well as other records that we may use to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

You may request that we provide copies of your PHI in a format other than photocopies such as by electronic means in certain situations. We will use the format you request unless we cannot practicably do so. We may charge a reasonable fee for copies of PHI (based on our costs), for postage, and for a custom summary or explanation of PHI. You will receive notification of any fee(s) to be charged before we release your PHI, and you will have the opportunity to modify your request in order to avoid and/or reduce the fee. In certain situations, we may deny your request for access to your PHI. If we do, we will tell you our reasons in writing, and explain your right to have the denial reviewed.

Right to Amend Your PHI: You have the right to request that we amend your PHI if you believe there is a mistake in your PHI, or that important information is missing. Approved amendments made to your PHI will also be sent to those who need to know, including (where appropriate) Independence Blue Cross’s vendors (known as "Business Associates"). We may also deny your request if, for instance, we did not create the information you want amended. If we deny your request to amend your PHI, we will tell you our reasons in writing, and explain your right to file a written statement of disagreement.

Right to an Accounting of Certain Disclosures: You may request, in writing, that we tell you when we or our Business Associates have disclosed your PHI (an "Accounting"). Any accounting of disclosures will **not** include those we made:

- for payment, or health care operations;
- to you or individuals involved in your care;
- with your authorization;
- for national security purposes;
- to correctional institution personnel; or
- before April 14, 2003.

The first accounting in any 12-month period is without charge. We may charge you a reasonable fee (based on our cost) for each subsequent accounting request within a 12- month period. If a subsequent request is received, we will notify you of any fee to be charged, and we will give you an opportunity to withdraw or modify your request in order to avoid or reduce the fee.

Right to Request Restrictions: You have the right to request, in writing, that we place additional restrictions on our use or disclosure of your PHI. We are not required to agree to your request. However, if we do agree, we will be bound by our agreement except when required by law, in emergencies, or when information is necessary to treat you. An approved restriction continues until you revoke it in writing, or until we tell you that we are terminating our agreement to a restriction.

Right to Request Confidential Communications: You have the right to request that we use alternate means or an alternative location to communicate with you in confidence about your PHI. For instance, you may ask that we contact you by mail, rather than by telephone, or at work, rather than at home. Your written request must clearly state that the disclosure of all or part of your PHI at your current address or method of contact we have on record could be an endangerment to you. We will require that you provide a reasonable alternate address or other method of contact for the confidential communications. In assessing reasonableness, we will consider our ability to continue to receive payment and conduct health care operations effectively, and the subscriber's right to payment information. We may exclude certain communications that are commonly provided to all members from confidential communications. Examples of such communications include benefit booklets and newsletters.

Right to a Paper Copy of This Notice: You have the right to receive a paper copy of our Notice of Privacy Practices. You can request a copy at any time, even if you have agreed to receive this Notice electronically. To request a paper copy of this Notice, please contact Member Services at the telephone number on the back of your Member Identification Card.

Right to Notification of a Breach of Your PHI: You have the right to and will be notified following a breach of your unsecured PHI or if a security breach occurs involving your PHI.

Your Right to File a Privacy Complaint
If you believe your privacy rights have been violated, or if you are dissatisfied with Independence Blue Cross's privacy practices or procedures, you may file a complaint with the Independence Blue Cross Privacy Office and with the Secretary of the U.S. Department of Health and Human Services.

You will not be penalized for filing a complaint.

To file a privacy complaint with us, you may contact Member Services at the telephone number on the back of your member ID card, or you may contact the Privacy Office as follows:

Independence Blue Cross Privacy Office
P.O. Box 41762
Philadelphia, PA 19101 – 1762

Fax: 215-241-4023 or 1-888-678-7006 (toll-free)
E-mail: Privacy@ibx.com
Phone: 215-241-4735 or 1-888-678-7005 (toll-free)

Independence Blue Cross offers products through its subsidiaries Independence Assurance Company, Independence Hospital Indemnity Plan, Keystone Health Plan East, and QCC Insurance Company — independent licensees of the Blue Cross and Blue Shield Association.

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