Everything you need to know about your health plan

Independence
Keystone Health Plan East
Welcome to Independence Blue Cross

Thank you for choosing Independence Blue Cross. Our goal is to provide you with health care coverage that can help you manage your health care needs. This Benefit Booklet will help you understand your Independence coverage so that you can take full advantage of your membership by becoming familiar with the benefits and services available to you.

You’ll find valuable information on:

- How to select a Primary Care Physician.
- What services are and are not covered by your health insurance.
- How decisions are made about what is covered.
- How to use our member website, ibxpress.com.
- How to get in touch with us if you have a problem.

If you have any other questions, feel free to call Customer Service at 1-800-ASK-BLUE (TTY: 711) and we will be happy to assist you.

Again, thank you for being a member of Independence Blue Cross. We look forward to providing you with quality health care coverage.

Introduction to your health plan

What is a primary care physician?

You have a Keystone Health Plan East HMO, which means you must choose a primary care physician (PCP) who will coordinate the overall medical care for you and your covered dependents. Your PCP is the doctor that will treat you for your basic health care needs.

Anytime you need to see a specialist, such as a cardiologist or dermatologist, your PCP will refer you to a specialist participating in the network. PCPs choose one radiology, physical therapy, and laboratory site to which they send their patients. If you need a service your PCP doesn’t provide, like diagnostic testing or hospitalization, your PCP will refer you to an in-network facility.

How you choose or change your PCP

To select or change your PCP, search our provider network. Visit www.ibx.com/providerfinder where you can search by specialty (for example internal medicine or pediatrics), location, gender preference, and distance.

There are two ways to choose or change your PCP:

**Online:** To select or change your doctor, visit www.ibxpress.com, our simple, convenient, and secure member website. Click on the Change my Primary Care Physician link under the Find a Doctor or Hospital section.

**Phone:** Call 1-800-ASK-BLUE (TTY: 711) and one of our Customer Service associates will take your PCP selection over the phone.

Using your ID card

You and your covered dependents will each receive an Independence Blue Cross identification (ID) card. It is important to take your ID card with you wherever you go because it contains information like what to pay when visiting your doctor, specialist, or the emergency room (ER), and your PCP’s contact information. You should present your ID card when you receive care, including doctor visits or when checking in at the ER.
The back of your ID card provides information about medical services, what to do in an emergency situation, and how to use your benefits.

If any information on your ID cards is incorrect, you misplace an ID card, or need to print out a temporary ID card, you may do so through www.ibxpress.com, our member website.

**IBX Wire**

When you receive your ID card, call the toll-free number on the sticker affixed to the card to confirm receipt. You will also be given the option to sign up for IBX Wire, a free messaging service. IBX Wire is an innovative way for you to receive timely and helpful communications on your smartphone. If you choose to opt in, you will have access to a private message board and will receive text messages about once every other week that communicate helpful, relevant information about your health plan, maximizing your benefits, and wellness programs.

**Locating a network physician or hospital**

You have access to our expansive provider network of physicians, specialists, and hospitals. You may search our provider network by going to www.ibx.com/providerfinder. You may search by specialty (e.g. internal or pediatrics), location, gender preference, and distance. You may also call 1-800-ASK-BLUE (TTY: 711) and a customer service associate will help you locate a provider.

**How to receive care**

**Scheduling an appointment**

Simply call your doctor’s office and request an appointment. If possible, call network providers 24 hours in advance if you are unable to make it to a scheduled appointment.

**Referrals**

You are required to get a referral from your PCP for specialty services. All referrals are done electronically, so you can get the care you need as quickly and conveniently as possible. You won’t need a referral for OB/GYN care, mammograms, mental health, or routine eye care. You may also check the status of your referral by logging on to ibxpress.com or on your iPhone or Android through the IBX App.

**Services that require preapproval before receiving care**

As a Keystone Health Plan East member, certain in-network services and all out-of-network services require preapproval prior to receiving care to ensure that the service you seek is medically necessary. Since your care is provided by your PCP, all necessary preapprovals will obtained for you by your PCP. It is important to understand that preapproval is not the same as the process for receiving referrals from your PCP.

**Using your preventive care benefits**

Quality care and prevention are vital to your long-term health and well-being. That’s why we cover 100 percent of certain preventive services, offering them without a copayment, coinsurance, or deductible if received from your PCP or other in-network provider.
Covered preventive services include, but are not limited to:

- screenings for:
  - breast, cervical, and colon cancer
  - vitamin deficiencies during pregnancy
  - diabetes
  - high cholesterol
  - high blood pressure

- routine vaccinations for children, adolescents, and adults as determined by the CDC (Centers for Disease Control and Prevention).

- women’s preventive health services, such as:
  - well-woman visits (annually);
  - screening for gestational diabetes;
  - human papillomavirus (HPV) DNA testing;
  - counseling for sexually transmitted infections;
  - counseling and screening for human immunodeficiency virus (HIV);
  - screening and counseling for interpersonal and domestic violence;
  - breastfeeding support, supplies (breast pumps), and counseling;
  - generic formulary contraceptives, certain brand formulary contraceptives, and FDA-approved over-the-counter female contraceptives with a prescription.

Be sure to consult with your PCP for preventive services and/or screenings.

**Wellness Guidelines**

Your health and wellness are important. That’s why we provide you with these nationally recommended tests and screenings to help you and your family stay healthy. We encourage you to take the time to review these guidelines and discuss them with your health care provider. Some of these services may require cost-sharing. *Additional resources along with tips to stay healthy and safe and topics to discuss with your health care provider are included.

To download our Wellness Guidelines, log on to www.ibxpress.com and click on the Health & Wellness Programs tab. Then click on Healthy Living, and then on Wellness Guidelines. You can also request a hard copy of the Wellness Guidelines by calling 1-800-ASK-BLUE (TTY: 711).

*The Wellness Guidelines are a summary of recommendations based on the U.S. Preventive Services Task Force and other nationally recognized sources. These recommendations have been reviewed by our network health care providers. This information is not a statement of benefits. Please refer to your health benefit plan contract/member handbook or benefits handbook for terms, limitations, or exclusions of your health benefits plan. Please contact our Customer Service department with questions about which preventive care benefits apply to you. The telephone number for Customer Service can be found on your ID card.

**Emergency care**

In the event of an emergency, go immediately to the emergency room of the nearest hospital. If you believe your situation is particularly severe, call 911 for assistance.

A medical emergency is typically thought of as a medical or psychiatric condition in which symptoms are so severe, that the absence of immediate medical attention could place one’s health in serious jeopardy. Most times, a hospital emergency room is not the most appropriate place for you to be treated.

Hospital emergency rooms provide emergency care and must prioritize patients’ needs. The most seriously hurt or ill patients are treated first. If you are not in that category, you could wait a long time.
Urgent Care

Urgent care is necessary treatment for a non-life-threatening, unexpected illness or accidental injury that requires prompt medical attention when your doctor is unavailable. Examples include sore throat, fever, sinus infection, ear ache, cuts, rashes, sprains, and broken bones.

You may visit an urgent care center which offers a convenient, safe, and affordable treatment alternative to emergency room care when you can’t get an appointment with your own doctor.

Retail health clinic

Retail health clinics are another alternative when you can’t get an appointment with your own doctor for non-emergency care. Retail health clinics use certified nurse practitioners who treat minor, uncomplicated illness or injury. Some retail health clinics may also offer flu shots and vaccinations.

Not sure what facility to use? Go to www.ibx.com/findcarenow to help you decide where to go for care.

You’re covered while traveling

You can travel with the peace of mind knowing that Blue goes with you wherever you go. If you need medical care when you are away from home, you should follow these guidelines:

- In a true emergency, go to the nearest ER.
- In an urgent care situation, find a provider in the area. Call 1-800-810-BLUE (TTY: 711) to find an in-network provider in the area. You may also visit an urgent care center for medical issues if an in-network provider is unavailable and if you do not require the medical services of an emergency room.
- Prior to visiting a physician’s office, it will be necessary for you to obtain a preapproval.

Guest membership

Guest membership is a temporary courtesy enrollment in another HMO (Host) plan that enables members who are living away from home to receive a comprehensive range of medical benefits, including routine and preventive services. A Guest Member remains an IBC member, pays premiums to IBC, but is also enrolled to receive benefits of the host plan while in their service area.

Keystone Health Plan East subscribers may be eligible to be on a Guest Membership for up to a 12 month period (6 months followed by 6 months upon approval of a renewal request). Dependents may be eligible to be on a Guest Membership for a period of up to 12 months without a renewal request. Members who are eligible to participate must also meet the following criteria:

- Long-term traveler — available to qualified HMO subscribers and dependents that are away from home for at least 90 consecutive days (3 months), but not more than 180 days (6 months) or group renewal date.
- Families apart — available to qualified dependents of the subscriber that do not reside in our service area for 90 or more consecutive days.
- Students — available to qualified dependents of the subscribers that are out of our service area for 90 or more consecutive days attending school.

For example

When to go to the ER:
- heart attack
- electrical burn

When to go to an urgent care center:
- sore throat
- ear ache

Out of the area and need care?

Call 1-800-810-BLUE (TTY: 711) to find an in-network provider in the area.
Receiving services for mental health, alcohol, or substance abuse treatment

If you require outpatient or inpatient mental health or substance abuse services, a written referral from your PCP is not necessary. Magellan Behavioral Health administers your Keystone Health Plan East mental health and substance abuse benefits and can be reached by calling 1-800-ASK-BLUE (TTY: 711). Refer to the terms and conditions of your group health plan to find out if you have coverage for mental health and substance abuse benefits.

Stay Connected

On ibxpress.com you can conveniently and securely view your benefits and claims information and use the tools that help you take control of your health. As an Independence Blue Cross member, you and your dependents 14 years of age and older can create your own accounts on ibxpress.com.

Register on ibxpress.com

To register, simply go to ibxpress.com, click Register, and then follow the directions. You will need information from your ID card to register, so be sure to have it handy.

Once you’re registered, log on to ibxpress.com to:

- view your benefits information;
- review claims information;
- review annual out-of-pocket expenses;
- request a replacement ID card and print a temporary ID card;
- change your PCP;
- view and print referrals;
- download forms.

Online tools to help make informed health care decisions

ibxpress.com also provides you with tools and resources to help you make informed health care decisions:

Provider Finder and Hospital Finder help you find the participating doctors and hospitals that are equipped to handle your needs. Simple navigation helps you get fast and accurate results. Plus, when you select your health plan type your results are customized based on your network, making it easy to locate a participating doctor, specialist, hospital, or other medical facility. You’ll even be able to read patient ratings and reviews and rate your doctors and write your own reviews.

Symptom checker provides a comprehensive tool to help you understand your symptoms – and what to do about them.

- Health Encyclopedia provides information on more than 160 health topics and the latest news on common conditions.
- Treatment Cost Estimator helps you estimate your costs within certain geographic areas for hundreds of common conditions — including tests, procedures, and health care visits, so you can plan and budget for your expenses. You even have access to tools and programs to help you make lifestyle changes by helping you get started, setting reachable goals, and giving you ways to track your progress.
• **Personal Health Profile** gives a clear picture of what you are doing right and ways to stay healthy. After completing the Personal Health Profile, you will receive a confidential and personalized action plan.

• **My Health Assistant** is a personal coaching tool that provides an interactive, targeted approach to healthy behavior change.

• **Health Trackers** allow you to track your blood pressure, cholesterol, body fat, and even exercises.

• **Personal Health Record** helps you store, maintain, track, and manage your health information in one centralized and secure location. Your Personal Health Record is updated once we process claims received from participating providers.

**Manage your health on the go with the IBX App**

Download the free IBX App for your smartphone to help you make the most of your health plan. The IBX App gives you easy access to your health care coverage 24/7, wherever you are. Use the Doctor’s Visit Assistant on the IBX App to:

• view and share your ID card
• check the status of referrals and claims
• access your health history and prescribed medications
• record notes and upload photos of symptoms to discuss with your doctor

The IBX App also offers expanded provider search capabilities and other ways to manage your health on the go:

• find doctors, hospitals, urgent care centers, and Patient-centered Medical Homes
• access benefit information
• track deductibles and spending account balances

Download from the App store or Google Marketplace. Log in to the App with the same username and password you use for ibxpress.com.

**Save money with wellness discounts from Blue365®**

You can enjoy exclusive value-added discounts and offers on programs and services from leading national companies. Blue365 gives you an easy-to-use, valuable resource to save on healthy programs and services. Visit [www.blue365deals.com](http://www.blue365deals.com) to see the latest discounts.

**Connect with us on Facebook and Twitter**

“Like” the Independence Blue Cross page on Facebook or follow us on Twitter, and you’ll find a whole new approach to making healthy lifestyle changes, one step at a time.

• Receive health and wellness tips that can help you improve your well-being.
• Enter contests and promotions.
• Connect with other health-minded fans.
• Learn how to incorporate fitness, good nutrition, and stress management into your everyday life with practical advice.
Customer Support

When you need us, we’re here for you. You can contact us to discuss anything pertaining to your health care, including:

- benefits and eligibility
- claims status
- requesting a new ID card
- wellness programs

Email

To send a secure email to Customer Service, log on to www.ibxpress.com and click on the Contact Us link. On the Contact Us page you will see a link that allows you to send your inquiries or comments directly to Customer Service.

Mail

Independence Blue Cross
1901 Market Street
Philadelphia, PA 19103-1480

Our walk-in service, located at 1919 Market Street, 2nd Floor, is open Monday through Friday from 8 a.m. to 5 p.m.

Call

Call 1-800-ASK-BLUE (TTY: 711) to speak to one of our experienced Customer Service team members, who are available to answer your questions Monday through Friday, 8 a.m. to 6 p.m.

Services for members with special needs

If a language other than English is your primary language, call Customer Service at 1-800-ASK-BLUE (TTY: 711) and they will work with you through an interpreter over the telephone to help you understand your benefits and answer any questions you may have.

Key terms

You will find key terms and definitions in detail included in the benefit booklet. You may also view the glossary of key terms in Health Care Reform by visiting ibx.com/HCR_Glossary.
Using your prescription drug benefits
Find out how to fill prescriptions

Independence Blue Cross Prescription Drug Program
Your prescription drug benefit program, administered by FutureScripts®, an independent company, provides many advantages to help you easily and safely obtain the prescription drugs you need at an affordable cost.

Take a look at the advantages:

• **Easy to use.** A national network of retail pharmacies will recognize and accept your member identification (ID) card.

• **Low out-of-pocket expenses.** When you use a participating pharmacy, your out-of-pocket costs are based on a discounted price, fixed copayments, or coinsurance.

• **No paperwork.** You don’t have to file a claim form or wait for reimbursement when you use a participating pharmacy.

• **High level of safety.** When you fill a prescription at a participating pharmacy, your pharmacy can identify harmful drug interactions and other dangers by viewing your drug history.

• For maintenance drugs needed to treat ongoing or chronic conditions
  – **Home delivery.** Your program may allow you to receive drugs right at your door when ordered through the mail order service, eliminating time spent waiting in line at the pharmacy counter.
  – Mail order purchases allow you to get a larger supply of drugs than what might be available to you at the retail pharmacy. And, depending upon your plan design, your out-of-pocket expenses may be lower and you won’t have to visit the pharmacy as often.

How to fill your prescription at a retail pharmacy
Present your ID card and your prescription at a FutureScripts participating pharmacy for your plan. The pharmacist will confirm your eligibility for benefits and determine your share of the cost of your prescription. Your doctor may also electronically submit your prescription to your pharmacy.

Participating pharmacies
A pharmacy is considered participating if it is in the FutureScripts pharmacy network for your plan. The FutureScripts network is a large national network of retail pharmacies. When you’re traveling, you will find that most of the pharmacies in all 50 states accept your ID card and can fill your prescription for the same cost you pay at home, if you use a participating pharmacy.

There is no need to select just one pharmacy to fill your prescription needs.

To locate a participating pharmacy, visit [www.ibxpress.com](http://www.ibxpress.com) or call the number on your ID card.
Non-participating pharmacies

If your prescription is filled at a pharmacy that does not participate in the network for your plan, you will have to pay the pharmacy’s regular charge right at the counter. Then, depending on your plan design, you may submit a prescription reimbursement claim form for partial reimbursement to the address noted on the form. Your reimbursement check should arrive within 14 days from the day your claim form is received.

Keep in mind that your plan sponsor selected Independence Blue Cross (IBC) and/or its subsidiaries based in part on the discounted drug prices that FutureScripts has negotiated. When you use a non-participating pharmacy that has not agreed to charge a discounted price, it costs your plan more money; part of that cost is passed on to you.

Mail order pharmacy

If your doctor has prescribed a medication that you’ll need to take regularly over a long period of time, the mail-order service is an excellent way to get a long-lasting supply and, depending on your plan, reduce your out-of-pocket costs.

Mail order is convenient and safe to use

If you choose mail order, your doctor can prescribe a supply that will last up to 90 days. This means that you can get three times as many doses of your maintenance medication at one time through mail order.

Mail order prescriptions have been safely handled through the mail for many years. When your order is received, a team of registered, licensed pharmacists checks your prescription against the record of all drugs dispensed to you by a FutureScripts network pharmacy. This process ensures that every prescription is reviewed for safety and accuracy before it is mailed to you.

If there are questions about your prescription, a pharmacist will contact your doctor before your medication is dispensed. Your medication will be sent to your home within ten days from the date your legible and complete order is received. There may be times when you need a prescription right away. On these occasions, you should have your prescription filled at a local participating pharmacy. If you need medication immediately, but you will be taking it on an ongoing basis, ask your doctor to write two separate prescriptions: you can have the first prescription filled locally for an initial 30-day supply of your medication, and you can send the second prescription to FutureScripts for a 90-day supply provided through the mail.

How to begin using mail order pharmacy:

1. When you are prescribed a chronic or “maintenance” drug therapy, ask your doctor to write the prescription for a 90-day supply, plus refills. Make sure your doctor knows that you have a mail-order service so that you get one 90-day prescription and not three 30-day prescriptions, because the cost of the three 30-day prescriptions may be more than the cost for one 90-day prescription. If you’re taking medication now, ask your doctor for a new prescription.

2. Complete the FutureScripts Mail Service Order Form with your first order only. Forms and envelopes are available by calling the number on your ID card, or you can download the form from www.ibxpress.com.

3. Be sure to answer all the questions, and include your member ID number. An incomplete form can cause a delay in processing. Send the completed Mail Service Order Form, your original 90-day prescription, and your payment instructions to FutureScripts.

4. Your mail order request will be processed and your medication sent to you within 14 days from the day FutureScripts receives your order, along with instructions for future refills. Standard shipping is via U.S. Mail and is free of charge. Narcotic substances and refrigerated medicines will be shipped by FedEx® at no additional charge. Your order will be shipped to the address you provided on the form.
How can my doctor order a prescription for me?

Doctors may call our toll-free number to prescribe your medication(s).

Doctors may fax prescriptions. In addition to the prescription information your doctor must provide member ID number, patient name and patient date of birth. Note: To be legally valid, the fax must originate from the physician’s office. All state laws apply.

You will be dispensed the lower-priced generic drug (if manufactured) unless your doctor writes “brand medically necessary” or “dispense as written” on your prescription, or you indicate that you do not want the generic version of your brand drug on the Mail Service Order Form. A Mail Service Order Form will be included with each mail order delivery.

Paying for mail order services

Your payment can be a check or money order (made payable to FutureScripts), or you can complete the credit card portion of the Mail Service Order Form. FutureScripts accepts Visa, MasterCard®, Discover®, and American Express®. Please do not send cash. If you are uncertain of your payment, call the number on your ID card. If the payment you enclose is incorrect, you will be sent either a reimbursement check or an invoice, as appropriate.

Mail order refills

When you receive a medication through the mail order service, you will also receive a notice showing the number of refills allowed by your doctor. To avoid the risk of being without your medication, mail the refill notice and your payment two weeks before you expect your present supply to run out. You can also manage and order your refills online through ibxpress.com or over the phone using the pharmacy benefits number on the back of your ID card.

The refill notice will include the date when you should reorder and the number of refills you have left. Remember, most prescriptions are valid for a maximum of one year. Please note: PRN (take as needed) refills in the Commonwealth of Pennsylvania are limited to five times or six months, whichever is less.

If you have any questions concerning this program, please contact FutureScripts using the phone number on the back of your ID card.

Self-administered Specialty Drug Coverage

Self-injectables and other oral specialty drugs that can be administered by you, the patient, or by a caregiver outside of the doctor’s office are covered under your IBC prescription drug benefits administered by FutureScripts. Filling your prescription for a specialty drug via the FutureScripts Specialty Pharmacy Program can save you money and provide you with support by a pharmacist very experienced with specialty medications and their side-effects.

The administration of a self-injectable drug by a medical professional is covered under your IBC medical benefit, even if you obtained the self-injectable through the FutureScripts Specialty Pharmacy Program. However, the drug itself will be covered under your IBC prescription drug benefit.

The self-injectable drugs that are covered under IBC medical plans include drugs that:

* are required by law to be covered under both medical benefits and pharmacy benefits (for example, insulin);
* are required for emergency treatment, such as self-injectables that counteract allergic reactions.

An independent pharmacy benefits management (PBM) company, FutureScripts, 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. Independence Blue Cross 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 most benefit plans, prescription drugs are subject to a member copayment.

Independence Blue Cross is an independent licensee of the Blue Cross and Blue Shield Association. FutureScripts, an OptumRX company, is an independent company that provides pharmacy benefit management services.
Vision

The clear solution to your vision care needs

Use your Vision benefits

Vision problems are among the most prevalent health issues in the United States. Nearly 176 million American adults wear some form of vision correction.* An eye exam can help prevent vision problems and help detect more serious chronic health conditions, such as diabetes, hypertension, and heart disease.

Your vision plan gives you access to timely treatment and covered services like refraction, glaucoma screenings, and dilation that will help paint a picture of your overall health.

Freedom of provider choice

You have access to the Davis Vision provider network, which includes more than 57,000 ophthalmologists, optometrists, and regional and national retailers, including Visionworks.

Choose from an extensive frame collection

You can select any frame from the Davis Vision Exclusive Frame Collection of stylish, contemporary frames covered in full, or with a minimal copay. You also have the freedom to use your frame allowance at any network location toward any frame on the market today. This includes Visionworks, which has over an average of 2,000 frames to choose from per store.

The Davis Vision Exclusive Frame Collection features over 200 of the latest frames to mirror the fit, function, and fashion needs of today's vision care consumer. Every frame or lens purchased at a participating provider is backed by an unconditional one-year breakage warranty for repair or replacement.

Coverage for contacts and laser vision correction

You can purchase replacement contact lenses through DavisVisionContacts.com, a mail-order contact lens replacement program. Davis Vision Contacts will ship replacement contact lenses or solution anywhere the same day and you are guaranteed low prices.

If you're interested in Laser Vision Correction, you can receive up to 25 percent off a participating provider's usual and customary fees, or 5 percent off any participating provider's advertised specials on laser vision correction services.

You can also view your benefits online through ibxpress.com. You can:

• check eligibility;
• locate a participating provider;
• view the Davis Vision Collection of frames.

View your benefits online
visit www.ibxpress.com
Visionworks retail centers offer affordability, choice, and convenience

Visionworks optical retail centers are a cornerstone of the provider network and support IBC’s commitment to choice. Visionworks retail centers are located across the Philadelphia five-county area, surrounding counties, and states, making it convenient to find one close to you.

Visionworks has high-quality eyeglasses, designer frames, and a wide variety of contact lenses, reading glasses, and specialty lenses all at great prices. With a dedication to quality, durability, and variety, Visionworks provides you with all you need to find the right look. Visionworks also has one of the largest selections of fun and fashionable kid’s eyeglasses in the eyewear industry. Kids 13 and younger receive free impact and scratch-resistant lenses.

Since you have IBC Vision Care benefits, you receive even more savings at Visionworks on items, such as:

- high-quality designer and exclusive brands frames;
- eyeglass lenses;
- contact lenses;
- sunglasses;
- vision correction.

*VisionWatch - The Vision Council Member Benefit Reports, The Vision Council & Jobson, 12ME September 2009

Independence Blue Cross is an independent licensee of the Blue Cross and Blue Shield Association.
IBC Vision Care is administered by Davis Vision, an independent company. An affiliate of Independence Blue Cross has a financial interest in Visionworks, a separate company.

To find a Visionworks near you, go to www.visionworks.com.

If you have any questions about your IBC Vision Care, call 1-800-ASK-BLUE (TTY: 711).
KEYSTONE HEALTH BENEFITS PLAN

Administered by

Keystone Health Plan East, Inc.
("Keystone" or "the Claims Administrator")*
*independent corporation operating under a license
from Blue Cross and Blue Shield Association

A Pennsylvania corporation
Located at:
1901 Market Street
P.O. Box 7516
Philadelphia, PA 19103-7516
Language Access Services

If you, or someone you’re helping, has questions about Keystone Health Plan East, Inc., you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-275-2583 TTY 711.

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Keystone Health Plan East, Inc., tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-800-275-2583 TTY 711.

如对Keystone Health Plan East, Inc. 有任何问题，敬请您或您所帮助的人联系所提供的免费多语言信息服务。翻译服务请拨打 1-800-275-2583。

Nếu quý vị hoặc người mà quý vị đang trợ giúp có câu hỏi về Keystone Health Plan East, Inc., quý vị có quyền nhận được trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để yêu cầu thông dịch viên, hãy gọi số 1-800-275-2583.

Если у вас или лица, которому вы помогаете, имеются вопросы по поводу программы Keystone Health Plan East, Inc., то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-800-275-2583.


Keystone Health Plan East, Inc. 와 관련하여 궁금한 사항이 있으신 경우, 귀하 또는 귀하의 지원을 받는 사람의 관련 정보 및 지원을 해당 언어로 무료로 받으실 수 있습니다. 동역사를 상담하셔면 1-800-275-2583 로 전화해 주십시오.

Se tu o qualcuno che stai aiutando avete domande su Keystone Health Plan East, Inc., hai il diritto di ottenere gratuitamente aiuto e informazioni nella tua lingua. Per parlare con un interprete, puoi chiamare il numero 1-800-275-2583.

إذا كان لديك أو لدى شخص تساعد أمنة بخصوص Keystone Health Plan East, Inc. فليس لديك الحق في الحصول على المعلومات الضرورية بلهلك دون أي تكلفة. للتواصل مع مترجم اتصل بـ 1-800-275-2583.

Si vous, ou quelqu’un que vous aidez, a des questions a propos de Keystone Health Plan East, Inc., vous avez le droit d’obtenir gratuitement de l’aide et l’information dans votre langue. Pour parler à un interprète, appelez 1-800-275-2583.

Wenn Sie selbst oder eine Person, der Sie helfen, Fragen über Keystone Health Plan East, Inc. haben, so haben Sie das Recht, kostenlos Hilfe und Informationen in Ihrer Sprache anzufragen. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-800-275-2583 an.

को तमने अथवा तमे कोन्हे महान के स्थान तेमाही कोन्हे कोस्टो के Keystone Health Plan East, Inc. विश्व पुरोहित तो तमने महान अथवा तेमाही लागाठांत कोस्टो अथवा विश्व मेलावालों अधिकार दे के कुशांश सारे वात रद्दा माटे, आ 1-800-275-2583 पर कोल करे.

Jeśli Ty lub osoba, której pomagasz macie pytania odnośnie do programu Keystone Health Plan East, Inc., mogą Państwo uzyskać bezpłatną informację i pomoc w Waszym języku. Aby porozmawiać z tłumaczem, proszę zadzwonić pod numer 1-800-275-2583.

Si ou memm, oswa yon moun w ap ede, gen kesyon konsènan Keystone Health Plan East, Inc., ou gen dwa pou resewa ed ak enfomasyon nan lang ou gratis. Pou pale ak yon entèpre, rele 1-800-275-2583.
Se você, ou alguém a quem você está ajudando, tem perguntas sobre o Keystone Health Plan East, Inc., você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-800-275-2583.

Dii kwe’è stah nilinígi Keystone Health Plan East, Inc. handa yi’èego bina idilkidgo éi doodago háida biká anilyeedigii t’áado le’è yina’idilkidgo bee ná ahóot’i dií t’áá hazaadic’ehjí háká a’doowolgo bee haz’á doo biááh ilinígóó. Ata’ halne’igii kojí bich’í’ hodilinh 1-800-275-2583.

Kung ikaw, o ang taong iyong tinutulungan, ay may mga katanungan tungkol sa Keystone Health Plan East, Inc., may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makaasap ang isang interpreter, tumawag sa 1-800-275-2583.

ご本人やお客様の周りの人が Keystone Health Plan East, Inc. についてご質問などがある場合、無料でご希望の言語でのサポートや情報を入手することができます。インタプリタをご利用する方は、1-800-275-2583 までお電話ください。

أذكر شيئاً شخصيًا كه وى كسك سم كنيد، دأ رابطه با استكمال نياز يه برباخت هر نوع هزينة، اطلاعات مربوطه را به زبان خود دریافت نمایید. جهت گفتگو با یک مترجم، با شماره 1-800-275-2583 تماس حاصل فرمایید.
Nondiscrimination Notice & Notice of Availability of Auxiliary Aids & Services

Keystone Health Plan East, Inc. complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Keystone Health Plan East, Inc. does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Keystone Health Plan East, Inc.:
- Provides free aids and services to people with disabilities 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 services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact our Civil Rights Coordinator. If you believe that Keystone Health Plan East, Inc. 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. You have five ways to file a grievance:
- In person or by mail:
  Keystone Health Plan East, Inc.
  ATTN: Civil Rights Coordinator
  1901 Market Street
  Philadelphia, PA 19103
- By phone: 888-377-3933 (TTY 711)
- By fax: 215-761-0245
- By email: civilrightsoffice@ibx.com

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, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

INTRODUCTION

Welcome to the Health Benefits Plan established by the Group and administered by Keystone Health Plan East, Inc. Keystone has entered into an arrangement with the Group to provide claims administration services and to make its Provider networks available for this Program.

This Benefit Booklet is a description of the terms, conditions and procedures required to be followed in order to receive the benefits and Covered Services to which the Member is entitled. Covered Services 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 section of this Benefit Booklet.

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 Member's Effective Date of coverage; or
- The Administrative Services Only Agreement anniversary date coinciding with or next following that service's effective date.

Please read this Benefit Booklet thoroughly and keep it handy. It will answer most questions regarding the Claims Administrator's procedures and services. If Members have any questions, they should contact their Plan Administrator or call the 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 Administrative Services Only Agreement 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 Administrative Services Only Agreement 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

<table>
<thead>
<tr>
<th>Benefit Period</th>
<th>Calendar Year (1/1 - 12/31)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Out-of-Pocket Maximum</strong></td>
<td></td>
</tr>
<tr>
<td>Per Member</td>
<td>$7,150</td>
</tr>
<tr>
<td>Per Family</td>
<td>$14,300</td>
</tr>
</tbody>
</table>

The Out-of-Pocket Maximum is the maximum dollar amount that a Member pays for Covered Services within a Benefit Period. The Out-of-Pocket Maximum includes Deductibles, Copayments and Coinsurance amounts, if applicable, for Essential Health Benefits. It does not include any amounts above the Allowed Amount for a specific Provider, or the amount for any services not covered under this Benefit Booklet.

If the Member has met Out-of-Pocket Maximum in this Benefit Period and their Provider continues to ask for cost sharing, the Member should contact Customer Service.

This maximum includes Copayments required under the Vision benefit, if made a part of this Program.

<table>
<thead>
<tr>
<th>Lifetime Benefit Maximum</th>
<th>Unlimited</th>
</tr>
</thead>
</table>
## Schedule of Covered Services

The Member is entitled to benefits for the Covered Services described in their Benefit Booklet, subject to any Coinsurance, Copayment or Limitations described below.

If the Participating Provider's usual fee for a Covered Service is less than the Coinsurance or Copayment shown in this schedule, the Member is only responsible to pay the Participating Provider's usual fee. The Participating Provider is required to remit any Coinsurance or Copayment overpayment directly to the Member. Contact Customer Service at the phone number on the Member ID Card with any questions regarding this.

The Member's Primary Care Physician or Specialist must obtain Preapproval from the Health Benefit Plan to confirm this Program's coverage for certain Covered Services. If the Member's Primary Care Physician or Specialist provides a Covered Service or Referral without obtaining the Health Benefit Plan's Preapproval, the Member is not responsible for payment for that Covered Service. The Member can access a complete list of services that require Preapproval, by logging onto www.ibx.com/My Benefits Information tab, or by calling Customer Service at the phone number listed on the Member ID Card to have the list mailed to them.

### Benefit Cost-Sharing

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Cost-Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alcohol or Drug Abuse And Dependency Treatment (Including Detoxification Services)</strong>&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Inpatient Alcohol Or Drug Abuse And Dependency Treatment Admissions</td>
<td>$200 Copayment per day, to a maximum of $600 per admission</td>
</tr>
<tr>
<td>Outpatient Alcohol Or Drug Abuse And Dependency Treatment Visits/Sessions</td>
<td>$40 Copayment per visit/session</td>
</tr>
<tr>
<td><strong>Ambulance</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Emergency Services</td>
<td>None</td>
</tr>
<tr>
<td>Non-Emergency Services</td>
<td>None</td>
</tr>
<tr>
<td><strong>Blood</strong>&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><strong>Day Rehabilitation Program</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><em>Note for Day Rehabilitation Program shown above: Benefit Period Maximum: 30 visits</em></td>
<td></td>
</tr>
<tr>
<td><strong>Diabetic Education Program</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><em>Note for Diabetic Education Program shown above: Coinsurance, Copayments and Maximum amounts do not apply to this benefit</em></td>
<td></td>
</tr>
<tr>
<td><strong>Diabetic Equipment And Supplies</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>30% of the contracted fee schedule amount for a Durable Medical Equipment Provider.</td>
</tr>
<tr>
<td><strong>Diagnostic Services - Non-Routine</strong>&lt;sup&gt;(4)&lt;/sup&gt; (including MRI/MRA, CT scans, PET scans)</td>
<td>$80 Copayment per date of Service</td>
</tr>
<tr>
<td><strong>Diagnostic Services – Routine</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>$40 Copayment per date of Service</td>
</tr>
<tr>
<td><strong>Durable Medical Equipment</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>30% of the contracted fee schedule amount for a Durable Medical Equipment Provider.</td>
</tr>
<tr>
<td>BENEFIT</td>
<td>COST-SHARING</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td><strong>Emergency Care Services</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>$150 Copayment (not waived if admitted)</td>
</tr>
<tr>
<td>Note for the Emergency Services shown above:</td>
<td>The emergency room copayment will be the PCP Office Visit Copayment if you notify us that you were directed to the emergency room by your Primary Care Physician or the Health Benefit Plan, and the services could have been provided in your Primary Care Physician’s office.</td>
</tr>
<tr>
<td><strong>Home Health Care</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><strong>Hospice Services</strong>&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>Inpatient Hospice Service</td>
<td>None</td>
</tr>
<tr>
<td>Outpatient Hospice Services</td>
<td>None</td>
</tr>
<tr>
<td>Professional Service</td>
<td>None</td>
</tr>
<tr>
<td>Facility Service for Respite Care</td>
<td>None</td>
</tr>
<tr>
<td>Note for Hospice Services shown above:</td>
<td>Respite Care: Maximum of seven days every six months.</td>
</tr>
<tr>
<td><strong>Hospital Services</strong>&lt;sup&gt;(2)&lt;/sup&gt;</td>
<td>$200 Copayment per day, to a maximum of $600 per admission*</td>
</tr>
<tr>
<td><strong>Immunizations</strong>&lt;sup&gt;(1)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><strong>Injectable Medications</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>Specialty Injectable Drugs</td>
<td>$75 Copayment per injection</td>
</tr>
<tr>
<td>Standard Injectable Drugs</td>
<td>None</td>
</tr>
<tr>
<td><strong>Laboratory and Pathology Tests</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><strong>Maternity/OB-GYN/Family Services</strong>&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>Artificial Insemination</td>
<td>$20 Copayment per visit</td>
</tr>
<tr>
<td><strong>Elective Abortions</strong></td>
<td>$20 Copayment</td>
</tr>
<tr>
<td>Professional Service</td>
<td>$100 Copayment per Outpatient surgical procedure performed.</td>
</tr>
<tr>
<td>Outpatient Facility Services</td>
<td>$100 Copayment</td>
</tr>
<tr>
<td><strong>Maternity/Obstetrical Care</strong></td>
<td>Single Copayment of $20</td>
</tr>
<tr>
<td>Professional Service</td>
<td>$200 Copayment per day, to a maximum of $600 per admission*</td>
</tr>
<tr>
<td>Facility Service</td>
<td>None</td>
</tr>
<tr>
<td><strong>Newborn Care</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Medical Care</strong>&lt;sup&gt;(2)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td><strong>Medical Foods and Nutritional Formulas</strong>&lt;sup&gt;(1)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>BENEFIT</td>
<td>COST-SHARING</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Mental Health Care&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Inpatient Mental Health Care Admissions</td>
<td>$200 Copayment per day, to a maximum of $600 per admission*</td>
</tr>
<tr>
<td>Outpatient Mental Health Care Visits/Sessions</td>
<td>$40 Copayment per visit/session</td>
</tr>
<tr>
<td>Inpatient Serious Mental Illness Health Care Admissions</td>
<td>$200 Copayment per day, to a maximum of $600 per admission*</td>
</tr>
<tr>
<td>Outpatient Serious Mental Illness Health Care Visits/Sessions</td>
<td>$40 Copayment per visit/session</td>
</tr>
<tr>
<td>Preventive Care – Adult&lt;sup&gt;(1)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>Preventive Care – Pediatric&lt;sup&gt;(1)&lt;/sup&gt;</td>
<td>None</td>
</tr>
<tr>
<td>Primary Care Physician Office Visits/Retail Clinic - Non-Preventive&lt;sup&gt;(1)&lt;/sup&gt; (Includes Home Visits, Retail Clinic Visits, and Outpatient Consultations)</td>
<td>$20 Copayment per visit</td>
</tr>
<tr>
<td>Private Duty Nursing Services&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>10% of the Participating Provider's contracted fee schedule amount.</td>
</tr>
<tr>
<td>Note for Private Duty Nursing Services shown above: Benefit Period Maximum: 360 hours.</td>
<td></td>
</tr>
<tr>
<td>Prosthetic Devices&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>30%</td>
</tr>
<tr>
<td>Skilled Nursing Facility Services&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>$50 Copayment per day, to a maximum of $250 per admission</td>
</tr>
<tr>
<td>Note for Skilled Nursing Facility Services shown above: Benefit Period Maximum: 120 Inpatient days.</td>
<td></td>
</tr>
<tr>
<td>Specialist Office Visits&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>$40 Copayment per visit</td>
</tr>
<tr>
<td>Spinal Manipulation Services&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>$40 Copayment per visit</td>
</tr>
<tr>
<td>Note for Spinal Manipulation Services shown above: Benefit Period Maximum: 20 visits.</td>
<td></td>
</tr>
<tr>
<td>Surgical Services&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Outpatient Facility Charge</td>
<td>$100 Copayment per Outpatient surgical procedure performed</td>
</tr>
<tr>
<td>Outpatient Anesthesia</td>
<td>None</td>
</tr>
<tr>
<td>Second Surgical Opinion (Voluntary)</td>
<td>$40 Copayment per opinion</td>
</tr>
<tr>
<td>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 Health Benefit Plan will pay 100% of the contracted fee schedule amount, less any required Member Copayments for the highest paying procedure and 50% of the contracted fee schedule amount for each additional procedure.</td>
<td></td>
</tr>
<tr>
<td>BENEFIT</td>
<td>COST-SHARING</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Therapy Services (4)</td>
<td></td>
</tr>
<tr>
<td>Cardiac Rehabilitation Therapy</td>
<td>$40 Copayment per session</td>
</tr>
<tr>
<td>Note for Cardiac Rehabilitation Therapy shown above:</td>
<td>Benefit Period Maximum: 36 sessions.</td>
</tr>
<tr>
<td>Chemotherapy</td>
<td>None</td>
</tr>
<tr>
<td>Dialysis</td>
<td>None</td>
</tr>
<tr>
<td>Infusion Therapy</td>
<td>None</td>
</tr>
<tr>
<td>Orthoptic/Pleoptic Therapy</td>
<td>$40 Copayment per session</td>
</tr>
<tr>
<td>Note for Orthoptic/Pleoptic Therapy shown above:</td>
<td>Lifetime Maximum: 8 sessions</td>
</tr>
<tr>
<td>Physical Therapy/Occupational Therapy</td>
<td>$40 Copayment per session</td>
</tr>
<tr>
<td>Note for Physical Therapy/Occupational Therapy shown above:</td>
<td>Benefit Period Maximum: 30 sessions</td>
</tr>
<tr>
<td></td>
<td>Benefit Period Maximum amounts that apply to Physical Therapy do not apply to the treatment of lymphedema related to mastectomy.</td>
</tr>
<tr>
<td>Pulmonary Rehabilitation Therapy</td>
<td>$40 Copayment per session</td>
</tr>
<tr>
<td>Note for Pulmonary Rehabilitation Therapy shown above:</td>
<td>Benefit Period Maximum: 36 sessions.</td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td>None</td>
</tr>
<tr>
<td>Speech Therapy</td>
<td>$40 Copayment per session</td>
</tr>
<tr>
<td>Note for Speech Therapy shown above:</td>
<td>Benefit Period maximum: 20 sessions</td>
</tr>
<tr>
<td>Transplant Services (3)</td>
<td>Applicable Inpatient or Outpatient Facility or Professional Provider Coinsurance or Copayments will apply</td>
</tr>
<tr>
<td>Urgent Care Centers (4)</td>
<td>$40 Copayment per visit</td>
</tr>
<tr>
<td>Women's Preventive Care (1)</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>FOR BENEFITS PROVIDED BY MDLIVE®:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telemedicine Services (4)</td>
<td>$20 fee per Provider per date of service</td>
</tr>
<tr>
<td>Provided by MDLIVE®</td>
<td></td>
</tr>
<tr>
<td>BENEFIT</td>
<td>COST-SHARING</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>Inpatient Copayment Waiver Provision</strong></td>
<td></td>
</tr>
<tr>
<td>* If an inpatient Copayment is shown in this schedule, it applies to each admission, readmission or transfer of a Member for Covered Services for Inpatient treatment of any condition. For purposes of calculating the total Copayment due, any admission occurring within ten days of discharge from any previous admission shall be treated as part of the previous admission.</td>
<td></td>
</tr>
</tbody>
</table>

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, the Member is entitled to benefits for the Covered Services described in this Description of Covered Services section. The Member may be responsible for applicable cost sharing or there may be limits on services as specified in the Schedule of Covered Services section of the Benefit Booklet. Additional benefits may be provided by the Group through the addition of a Rider. If applicable, this benefit information is also included with this Benefit Booklet. Please take time to read this Description of Covered Services and the Schedule of Covered Services, and use them as references whenever services are required.

More detailed information on eligibility, terms and conditions of coverage, and contractual responsibilities is contained in the Group's Contract with the Claims Administrator. This is available through the Group benefits administrator.

Most Covered Services are provided or arranged by the Member's Primary Care Physician. In the event there is no Participating Provider to provide the specialty or subspecialty services that the Member needs, a Referral to a Non-Participating Provider will be arranged by the Member’s Primary Care Physician, with approval by the Claims Administrator. See Access to Primary, Specialist, And Hospital Care in the General Information section for procedures for obtaining Preapproval for use of a Non-Participating Provider.

Some Covered Services must be Preapproved before the Member can receive the services. The Primary Care Physician or Referred Specialist must seek the Claims Administrator’s approval and confirm that coverage is provided for certain services. Preapproval of services is a vital program feature that reviews Medical Necessity of certain procedures and/or admissions. In certain cases, Preapproval helps determine whether a different treatment may be available that is equally effective yet less traumatic. Preapproval also helps determine the most appropriate setting for certain services.

If a Primary Care Physician or Referred Specialist provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment. To access a complete list of services that require Preapproval, log onto www.ibx.com, or the Member can call Customer Service at the phone number listed on the Member’s ID Card to have the list mailed to the Member.

If the Member should have questions about any information in this Benefit Booklet or need assistance at any time, please feel free to contact Customer Service by calling the telephone number shown on the Member’s ID Card.

PRIMARY AND PREVENTIVE CARE

The Member is entitled to benefits for Primary and Preventive Care Covered Services when:

- The Member's Primary Care Physician (PCP) either provides or arranges for these Covered Services, as noted.
- The Member's Primary Care Physician (PCP) provides a Referral, when one is required, to a Participating Professional Provider when their condition requires a Specialist’s Services.
If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:

- They will be covered, when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone number found on the Member's ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from the Member's Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services.

**Note:** Cost-sharing requirements, if any, 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.

To access the Preventive Schedule document, log onto the HMO website at: www.ibx.com/preventive_services or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you.
**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 must conform to the standards of 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 may be found in the Preventive Schedule document.

To access the Preventive Schedule document, log onto the HMO website at: [www.ibx.com/preventive_services](http://www.ibx.com/preventive_services) or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you.

**Nutrition Counseling for Weight Management**

The Claims Administrator will provide coverage for nutrition counseling visits or sessions for the purpose of weight management. 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 Referred Specialist; or
- By a Registered Dietitian (RD).

This benefit is in addition to any other nutrition counseling Covered Services described in this Benefit Booklet. The Member does not need a Referral from their Primary Care Physician to obtain services for Nutrition Counseling for Weight Management.

**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.

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

To access the Preventive Schedule document, log onto the HMO website at: [www.ibx.com/preventive_services](http://www.ibx.com/preventive_services) or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you.
**Preventive Care - Adult**

Adult Preventive Care includes routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

To access the Preventive Schedule document, log onto the HMO website at: [www.ibx.com/preventive_services](http://www.ibx.com/preventive_services) or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you.

**Preventive Care - Pediatric**

Pediatric Preventive Care includes routine physical examinations, including a complete medical history, and other Covered Services, in accordance with the Preventive Schedule document.

To access the Preventive Schedule document, log onto the HMO website at: [www.ibx.com/preventive_services](http://www.ibx.com/preventive_services) or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you.

**Primary Care Physician Office Visits/Retail Clinics**

The Health Benefit Plan will provide coverage for Medical Care visits, by a Primary Care Physician, for any of the following services:

- The examination of an illness or injury;
- The diagnosis of an illness or injury;
- The treatment of an illness or injury;

For the purpose of this benefit, "Office Visits" include:

- Medical Care visits to a Primary Care Physician's office;
- Medical Care visits to a Member’s residence;
- Medical Care consultations on an Outpatient basis;
- Medical Care visits to the Member’s Primary Care Physician’s office, during and after regular office hours; or
- Emergency visits and visits to a Member’s residence, if within the Service Area.

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.
**Women’s Preventive Care**

Women’s Preventive Care includes 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.

To access the Preventive Schedule document, log onto the HMO website at: [www.ibx.com/preventive_services](http://www.ibx.com/preventive_services) or you can call Customer Service at the phone number listed on your ID Card to have the list mailed to you. Covered Services and Supplies include, but are not limited to, the following:

- **Routine Gynecological Exam, Pap Smear.** Female Members are covered for one (1) 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 and diagnostic mammograms without Referral. The Claims Administrator will only provide benefits for mammography if the following applies:
  - It is performed by a qualified mammography service Provider.
  - It is performed by a Participating Provider who 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 DME 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.**

- **Contraception:** Food and Drug Administration-approved contraceptive methods, including contraceptive devices, injectable contraceptives, IUDs and implants; sterilization procedures, and patient education and counseling, not including abortifacient drugs, at no cost share to the Member. Contraception drugs and devices are covered under this Program unless otherwise covered under the Prescription Drug benefit issued with this Program.
INPATIENT SERVICES

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

- Deemed Medically Necessary;
- Provided or Referred by the Member’s Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:

- They will be covered, when the Referral is issued by the Member’s Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone number found on the Member’s ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from Member’s Primary Care Physician.

Self-Referrals are excluded, except for Emergency Services or if covered by a Rider. The only time the Member can self-refer is for Emergency Services.

Note: Cost-sharing requirements, if any, are specified in the Schedule of Covered Services.

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.

(The Claims Administrator reserves the right to apply quantity level limits as conveyed by the FDA or
the Claims Administrator’s Pharmacy and Therapeutics Committee for certain Prescription Drugs)

- 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.

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 Participating Professional Provider who is in charge of the case;
- While the Member is an Inpatient in a Participating Facility Provider that is a Hospital, Rehabilitation
Hospital or Skilled Nursing Facility; and
- For a condition not related to Surgery, pregnancy, or Mental Illness.

Such care includes Inpatient intensive Medical Care rendered to the Member:

- While the Member’s condition requires a Referred Specialist 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 Referred Specialist:
  - 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 in a Participating Facility Provider 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 Participating Facility Provider’s rules and regulations.

**Consultations**
The Claims Administrator will provide coverage for Consultation services when rendered in a Participating Facility Provider in both of the following ways:

– By a Referred Specialist, at the request of the attending Participating Professional Provider and;
– While the Member is an Inpatient in a:
  ➢ Hospital;
  ➢ Rehabilitation Hospital; or
  ➢ Skilled Nursing Facility.

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

**Skilled Nursing Facility**
The Claims Administrator will provide coverage for a Participating Skilled Nursing Care Facility:

– When Medically Necessary as determined by this Claims Administrator
– When the Member require treatment by skilled nursing personnel which can be provided:
  – Only on an Inpatient basis
  – Only in a Skilled Nursing Care Facility
– As long as the services are not considered Custodial or Domiciliary Care. Benefits are limited to semi-private accommodations (or an allowance equal to this rate which may be applied to private accommodations)

During the Member’s admission, members of the Claims Administrator’s Care Management and Coordination team are monitoring the Member’s stay.

They do this to:

– Assure that a plan for the Member’s discharge is in place; and
– Make sure that the Member has a smooth transition from the facility to home or other setting.
– A case manager will work closely with the Member’s Primary Care Physician, or the Referred Specialist to help with the Member’s discharge. If necessary, they will arrange for other medical services, as well.
Should the Member’s Primary Care Physician, or Referred Specialist, agree with the Claims Administrator that continued stay in a Skilled Nursing Facility is no longer required:

- The Member will be notified in writing of this decision.
- Should the Member decide to remain in the facility after its notification, the facility has the right to bill the Member after the date of the notification.
- The Member may appeal this decision through the Grievance appeal process.

**INPATIENT/OUTPATIENT SERVICES**

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

- Deemed Medically Necessary;
- Provided or Referred by the Member’s Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider:

- They will be covered when the Referral is issued by the Member’s Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral is valid for 90 days from the date it was issued. This is the case, as long as the Member is still enrolled in this Claims Administrator.
- If the Member receives any bills from the Provider contact Customer Service at the telephone number found on the Member’s ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from the Member’s Primary Care Physician.

**Self-Referrals are excluded, except for Emergency Services or if covered by a Rider.** The only time the Member can self-refer is for Emergency Services.

**Note:** Cost-sharing requirements, if any, are specified in the *Schedule of Covered Services*.

**Blood**

The Health Benefit Plan 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 Prescription 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 Participating Hospice Provider.

- Who is eligible: The Member will be eligible for Hospice benefits if both of the following occur:
  - The Member’s attending Primary Care Physician or Referred Specialist certifies that the Member has a terminal illness, with a medical prognosis of six months or less.
  - 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**
  Facility services provided by a Participating Facility Provider and services performed by a Referred Specialist Specialist for the promotion of fertilization of a female 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 Participating Facility Provider that is a Hospital or Birth Center. It also includes services performed by a Referred Specialist for the voluntary termination of a pregnancy by a Member.

- **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 Participating Facility Provider that is a Hospital or Birth Center; and
    - Professional services: Performed by a Referred Specialist or certified nurse midwife;
    - The Claims Administrator will provide coverage for certain services provided by a Referred Specialist for elective home births.
  - Scope of Care - The Claims Administrator will provide coverage for:
    - Prenatal care;
    - Postnatal care; and
    - Complications of pregnancy and childbirth.
  - Type of delivery - Maternity care Inpatient benefits will be provided for:
    - 48 hours for vaginal deliveries; and
    - 96 hours for cesarean deliveries.
  - 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 Care and Serious Mental Illness Health Care**

The Claims Administrator will provide coverage for the treatment of Mental Health Care and Serious Mental Illness Health Care based on the services provided and reported by the Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

Regarding a non-mental health provider who renders non-mental health care: When a Participating Professional Provider other than a Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider, renders Medical Care to the Member other than Mental Health Care or Serious Mental Illness Health Care:

- Coverage for such Medical Care will be based on the medical benefits available as shown in the Schedule of Covered Services included with this Benefit Booklet.

A Referral from the Member’s Primary Care Physician is not required to obtain Inpatient or Outpatient Mental Health Care or Serious Mental Illness Health Care. Instead:

- Contact the Member’s Primary Care Physician; or
- Call the Mental Health phone number shown on the Member’s ID card.

**Inpatient Mental Health Care and Serious Mental Illness Health Care**: Benefits are provided for Covered Services during an Inpatient Mental Health Care or Serious Mental Illness Health Care admission for the treatment of a Mental Illness, including a Serious Mental Illness provided by a Participating Behavioral Health/Alcohol Or Drug Abuse and Dependency. Inpatient Care Covered Services include treatments such as:

- Psychiatric visits;
- Psychiatric consultations;
- Individual and group psychotherapy;  
- Electroconvulsive therapy;
- Psychological testing; and
- Psychopharmacologic management

**Outpatient Mental Health Care and Serious Mental Illness Health Care**: The Claims Administrator will provide coverage for Covered Services during an Outpatient Mental Health Care or Serious Mental Illness Health Care visit for:

- The treatment of a Mental Illness, including a Serious Mental Illness; and
- Provided by a Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.
Outpatient Care Covered Services include treatments such as:

- Psychiatric visits;
- Psychiatric consultations;
- Individual and group psychotherapy;
- Participating Licensed Clinical Social Worker visits;
- Masters Prepared Therapist visits;
- Electroconvulsive therapy;
- Psychological testing; and
- Psychopharmacologic management, and psychoanalysis.

All Intensive Outpatient Program and Partial Hospitalization services must be approved by the Claims Administrator.

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 a Participating Provider, and conducted in a Participating Facility Provider. If there is no comparable Qualifying Clinical Trial being performed by a Participating Provider, and in a Participating Facility Provider, then, the Claims Administrator will consider the services by a Non-Participating 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 Participating Professional Provider, and/or a Participating 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: 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; and

– 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.

- **Anesthesia**
  The Claims Administrator will provide coverage for the administration of Anesthesia:

  – In connection with the performance of Covered Services; and
  – When rendered by or under the direct supervision of a Referred Specialist other than the surgeon, assistant surgeon or attending Referred Specialist.

- **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.

- **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 oral Surgery is subject to special conditions as described below:

  - 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.

- **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 Referred Specialist other than the one who initially recommended performing the Surgery.

**Transplant Services**

When the Member is the recipient of transplanted human organs, marrow, or tissues, benefits are provided for all Covered Services. Covered Services for Inpatient and Outpatient Care related to the transplant include procedures which are generally accepted as not Experimental/Investigational Services by medical organizations of national reputation. These organizations are recognized by the Claims Administrator as having special expertise in the area of medical practice involving transplant procedures. Benefits are also provided for those services which are directly and specifically related to the Member’s covered transplant. This includes services for the examination of such transplanted organs, marrow, or tissue and the processing of blood provided to the Member.
The determination of Medical Necessity for transplants will take into account the proposed procedure’s suitability for the potential recipient and the availability of an appropriate facility for performing the procedure.
Eligibility for Covered Services related to human organ, bone and tissue transplant are as follows.

If a human organ or tissue transplant is provided by a donor to a human transplant recipient:

- 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 the Benefit Booklet. However, 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 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 the Benefit Booklet.
- When only the donor is a Member, the donor is entitled to the benefits of the Benefit Booklet for all related donor expenses, subject to following additional limitations:
  - The benefits are limited to only those benefits not provided or available to the donor from any other source of funding or coverage in accordance with the terms of the Benefit Booklet; and
  - No benefits will be provided to the non-Member transplant 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; however, other costs related to evaluation and procurement are covered. Benefits for a covered transplant procedure shall include coverage for the medical expenses of a live donor to the extent that those medical expenses are not covered by another program. Covered Services of a donor include:
  - Removal of the organ;
  - Preparatory pathologic and medical examinations; and
  - Post-surgical care.

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 based on the services provided and reported by the Participating Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.
- A Referral from the Member’s Primary Care Physician is not required to obtain Inpatient or Outpatient Alcohol Or Drug Abuse And Dependency treatment.

- To Access Treatment for Alcohol Or Drug Abuse And Dependency:
  - Contact the Member’s Primary Care Physician; or
  - Call the behavioral health management company at the phone number shown on the Member’s ID Card.

- **Inpatient Treatment**
  - Covered Services include:
    - The diagnosis and medical treatment of Alcohol Or Drug Abuse And Dependency, including Detoxification;
    - At a Participating Facility Provider that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

  Benefits are also provided for Covered Services for non-medical treatment, such as vocational rehabilitation or employment counseling, during an Inpatient Alcohol Or Drug Abuse And Dependency treatment admission in an Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

  - Covered Services include:
    - Lodging and dietary services;
    - Diagnostic services, including psychiatric, psychological and medical laboratory tests;
    - Services provided by a staff Physician, a Psychologist, a registered or Licensed Practical Nurse, and/or a certified addictions counselor;
    - Rehabilitation therapy and counseling;
    - Family counseling and intervention; and
    - Prescription Drugs, medicines, supplies and use of equipment provided by the Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

- **Outpatient Treatment**
  - Covered Services include:
    - The diagnosis and medical treatment of Alcohol Or Drug Abuse And Dependency, including Detoxification;
    - At a Participating Facility Provider that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

  Benefits are also provided for Covered Services for non-medical treatment, such as vocational rehabilitation or employment counseling, during an Inpatient Alcohol Or Drug Abuse And Dependency treatment admission in an Alcohol Or Drug Abuse And Dependency Treatment Facility or a Residential Treatment Facility that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider.

  - Covered Services include:
    - Diagnostic services, including psychiatric, psychological and medical laboratory tests;
Services provided by the Behavioral Health/Alcohol And Drug Abuse Or Dependency Provider on staff;
Rehabilitation therapy and counseling;
Family counseling and intervention; and
Medication management and use of equipment and supplies provided by the Alcohol And Drug Abuse Or Dependency or a Residential Treatment Facility that is a Behavioral Health/Alcohol And Drug Abuse Or Dependency Provider.

OUTPATIENT SERVICES
Unless otherwise specified in this Benefit Booklet, Services for Outpatient Care are Covered Services when:

- Deemed Medically Necessary;
- Provided or Referred by the Member’s Primary Care Physician; and
- Preapproved by the Claims Administrator.

If the Member receives services that result from a Referral to a Non-Participating Provider, the following will apply:

- They will be covered, when the Referral is issued by the Member's Primary Care Physician and Preapproved by the Claims Administrator.
- The Referral will be valid for 90 days from the date it was issued. This is the case, so long as the Member is still enrolled in this Program.
- If the Member receives any bills from the Provider, contact Customer Service at the telephone number found on the Member’s ID card. When the Member notifies the Claims Administrator about these bills, it will resolve the balance billing.

If the Referred Specialist recommends additional Covered Services:

- This will require yet another electronic referral from the Member’s Primary Care Physician.

Self-Referrals are excluded, except for Emergency Services or if covered by a Rider. The only time the Member can self-refer is for Emergency Services.

Note: Cost-sharing requirements, if any, are specified in the Schedule of Covered Services.

Ambulance Services
The Claims Administrator will provide coverage for Emergency 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 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 provisions below.
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 transport: All non-emergency ambulance transports must be Preapproved by the Claims Administrator to determine Medical Necessity which includes specific origin and destination requirements specified in the Claims Administrator’s policies.

- Non-emergency air or ground transport may be covered to return the Member to a Participating Facility Provider within the Member’s Service Area for required continuing care (when a Covered Service), when such care immediately follows an Inpatient emergency admission and the Member is not able to return to the Service Area by any other means. This type of transportation is provided when the Member’s medical condition requires uninterrupted care and attendance by qualified medical staff during transport that cannot be safely provided by land ambulance. Transportation back to the Service Area will not be covered for family members or companions.

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

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. Benefits are provided for the following Covered Services:

- Coverage for Symptomatic Members shall include a colonoscopy, sigmoidoscopy or any combination of colorectal cancer screening tests when provided by a Primary Care Physician or Referred Specialist

- Coverage for Nonsymptomatic Members over age 50 shall include:
  - 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.

**Day Rehabilitation Program**
The Claims Administrator will provide coverage for a Medically Necessary Day Rehabilitation Program when provided by a Participating 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 five days per week;
- 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 Participating 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.

A Referral from the Member’s Primary Care Physician is not required to obtain services for the Diabetic Education Program benefits.

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 a Participating Provider
  - 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);
- Pregnancy and gestational diabetes, if applicable.
- Use of community resources; and

Diabetic Equipment and Supplies

- Coverage and costs: The Claims Administrator, as applicable, 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 or Precertification 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 Participating Professional Provider; and billed by a Referred Specialist, and/or a Participating Facility Provider:

- Routine Diagnostic Services, including:
  - Routine radiology: Consisting of x-rays, ultrasound, and nuclear medicine;
  - Routine medical procedures: Consisting of ECG, EEG, Nuclear Cardiology Imaging 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:
  - Operative and diagnostic endoscopies;
  - MRI/MRA;
  - CT Scans, and
  - PET Scans.

- 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;
- Predicting the course of a disease;
- Judging the response to a therapy;
- Screening;
- Examining risk for a disease; or
- Reproductive decision-making.
Durable Medical Equipment
The Claims Administrator will provide coverage for the rental (but not to exceed the total allowance) or, at the option of the Claims Administrator, the purchase of Durable Medical Equipment when:

- It is used in the Member’s home; and
- It is obtained through a Participating Durable Medical Equipment Provider.

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.

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: Benefits are also provided 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
– 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 Participating Professional Provider.

Specialty Drugs
Refers 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.

- To obtain a list of Specialty Drugs please logon to www.ibx.com or call the Customer Service telephone number shown on the Member’s ID Card.

Preapproval is required for those Specialty Drugs noted in the Preapproval list.

- **Standard Injectable Drugs**
  - Refers to a medication that is either injectable or infusible, but is not defined by the Health Benefit Plan to be a Self-Administered Prescription Drug or a Specialty Drug.
  - These include, but are not limited to:
    - Allergy injections and extractions; and
    - Injectable medications such as antibiotics and steroid injections that are administered by a Participating Professional Provider.
  - **Self-Administered Prescription Drugs**
  - For more information on Self-Administered Prescription Drugs (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 Health Benefit Plan will provide coverage for Insulin and oral agents to control blood sugar when prescribed by the Member’s Primary Care Physician or Referred Specialist. Generically equivalent pharmaceuticals will be dispensed whenever applicable.

**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 taken orally or through a tube by 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.

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.

Note: Foot orthotics, ordered and covered as a result of diabetes, must be purchased through a Participating Durable Medical Equipment Provider.

Private Duty Nursing Services
The Claims Administrator will provide coverage for Outpatient services for Private Duty Nursing performed by a Licensed Registered Nurse (RN) or a Licensed Practical Nurse (LPN) when ordered by the Member’s Primary Care Physician or a Referred Specialist as a part of a home health care treatment plan and which are Medically Necessary.

Prosthetic Devices
The Claims Administrator will provide coverage for Prosthetic Devices required as a result of illness or injury. Benefits include but are not limited to:

- The purchase and fitting, and the necessary adjustments and repairs, of Prosthetic Devices and supplies (except dental prostheses);
- Supplies and replacement of parts necessary for the proper functioning of the Prosthetic Device;
Visual Prosthetics when Medically Necessary and Prescribed for one of the following conditions:

- Initial contact lenses Prescribed for the 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
- An initial pair of basic eyeglasses when Prescribed to perform the function of a human lens lost (aphakia) as a result of Accidental Injury, Trauma, or Ocular Surgery.

The “Repair and Replacement” paragraphs set forth below do not apply to this item.

The Claims Administrator will provide coverage for the replacement of a previously approved Prosthetic Device with an equivalent Prosthetic Device when:

- There is a significant change in the Member’s condition that requires a replacement;
- The Prosthetic Device breaks because it is defective;
- The Prosthetic Device breaks because it has exceeded its life duration as determined by the manufacturer; or
- The Prosthetic Device needs to be replaced for a Dependent child due to the normal growth process when Medically Necessary.

The Claims Administrator will provide coverage for the repair of a Prosthetic Device when the cost to repair is less than the cost to replace it. Repair means the restoration of the Prosthetic Device or one of its components to correct problems due to wear or damage. Replacement means the removal and substitution of the Prosthetic Device or one of its components necessary for proper functioning.

If an item breaks and is under warranty, it is the Member’s responsibility to work with the manufacturer to replace or repair it.

The Claims Administrator will neither replace nor repair the Prosthetic Device due to abuse or loss of the item.

**Specialist Office Visit**

The Claims Administrator will provide coverage for Specialist Services Medical Care provided in the office by a Referred Specialist 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.

Telemedicine Services
Benefits are provided for telemedicine services, provided by MDLIVE®, a national network of board certified physicians that provide consultations 24 hours a day, 7 days a week, 365 days a year. MDLIVE® physicians provide standard medical assessments, treatments, care and services to patients via the telephone or secure video when your Primary Care Physician is unavailable or inaccessible. MDLIVE® does not replace an existing primary care physician relationship but enhances it with an efficient, cost-effective alternative for non-emergency medical problems. The applicable 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.

Therapy Services
The Claims Administrator will provide coverage for the following forms of therapy:

- **Cardiac Rehabilitation Therapy**
  Refers to a medically supervised rehabilitation program designed to improve a Member'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. Such agents are eligible for coverage when they are injected or infused into the body by a professional provider. The cost of these drugs is covered, provided the drugs are approved by the U.S. Food and Drug Administration (FDA) as antineoplastic agents and administered as described in this paragraph.

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

- **Dialysis**
  Dialysis treatment when provided in the Outpatient facility of a Hospital, a free-standing renal Dialysis facility or in the home. In the case of home Dialysis, Covered Services will include equipment, training, and medical supplies. Private Duty Nursing is not covered as a portion of Dialysis. The decision to provide Covered Services for the purchase or rental of necessary equipment for home Dialysis will be made by the Claims Administrator. The Covered Services performed in a
Participating Facility Provider or by a Participating Professional Provider for Dialysis are available without a Referral.

- **Infusion Therapy**
The infusion of drug, hydration, or nutrition (parenteral or enteral) into the body by a healthcare 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 healthcare 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**
Coverage will also include services rendered by a registered, licensed occupational therapist. The Member is required to have these services performed by the Member’s Primary Care Physician’s Designated Provider.

- **Orthoptic/Pleoptic Therapy**
The Claims Administrator will provide coverage for 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. The Member is required to have these services performed by the Member’s Primary Care Physician’s Designated Provider.

- **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.
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 Participating Professional Provider or Retail Clinic.

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

Vision Examination
Each Member may have one routine eye exam and refraction every two calendar years. These services must be provided by a Participating Provider. A list of Participating Providers is available through Customer Service.

Office Visit Copay: None

EMERGENCY AND URGENT CARE

WHAT ARE EMERGENCY SERVICES?
“Emergency Services” are any health care services provided to a Member after the sudden onset of a medical condition. The condition manifests itself by 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 health of the Member or with respect to a pregnant Member, the health of the Member or her unborn child, in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency transportation and related Emergency Service provided by a licensed ambulance service shall constitute an Emergency Service.

Emergency Services Inside and Outside the Service Area.
Emergency Services are covered whether they are provided inside or outside Keystone’s Service Area. Emergency Services do not require a Referral for treatment from the Member’s Primary Care Physician. The Member must notify their Primary Care Physician to coordinate all continuing care. Medically Necessary Care by any Provider other than the Member’s Primary Care Physician will be covered until the Member can, without medically harmful consequences, be transferred to the care of the Member’s Primary Care Physician or a Referred Specialist Specialist.

Examples of conditions requiring Emergency Services are: excessive bleeding; broken bones; serious burns; sudden onset of severe chest pain; sudden onset of acute abdominal pains; poisoning; unconsciousness; convulsions; and choking.
Note: It is the Member’s responsibility to contact the Claims Administrator for any bill the Member receives for Emergency Services or out-of-area Urgent Care provided by a Non-Participating Provider. If the Member receives any bills from the Provider, the Member needs to contact Customer Service at the telephone number on the Member’s ID card. When the Member notifies the Claims Administrator about these bills, the Claims Administrator will resolve the balance billing.

MEDICAL SCREENING EVALUATION
Medical Screening Evaluation services will be Covered Services when performed in a Hospital emergency department for the purposes of determining whether or not an Emergency exists.

NOTE: If the Member believes they need Emergency Services, the Member should call 911 or go immediately to the emergency department of the closest Hospital. Coverage of reasonably necessary costs associated with Emergency Services provided during the period of the Emergency are covered by this Program.

WHAT IS 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 Primary Care Physician is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care or Follow-up Care.

Urgent Care Inside Keystone’s Service Area
If the Member is within the Service Area and they need Urgent Care, they call their Primary Care Physician first. The Member’s Primary Care Physician provides coverage 24 hours a day, seven days a week for Urgent Care. The Member’s Primary Care Physician, or the Physician covering for their Primary Care Physician, will arrange for appropriate treatment. Urgent Care services may also be accessed directly at an Urgent Care Center or Retail Clinic.

Urgent Care provided within the Service Area will be covered only when provided or Referred by your Primary Care Physician, or when provided at an Urgent Care Center or Retail Clinic without a Referral.

WHAT IS FOLLOW-UP CARE?
“Follow-Up Care” is Medically Necessary follow-up visits that occur while the Member is outside Keystone’s Service Area. Follow-Up Care is provided only for urgent ongoing treatment of an illness or injury that originates while the Member is in the Claims Administrator’s Service Area. An example is Dialysis. Follow-Up Care must be Preapproved by the Member’s Primary Care Physician prior to traveling. This service is available for temporary absences (less than 90 consecutive days) from the Claims Administrator’s Service Area.

ACCESS TO COVERED SERVICES OUTSIDE KEYSTONE’S SERVICE AREA
Members have access to health care services when traveling outside of Keystone’s service area. The length of time that the Member will be outside the Service Area will determine whether benefits will be available through the BlueCard Program or the Away From Home Care Guest Membership Program.
Out of pocket costs for Covered Services are limited to applicable Copayments. A claim form is not required to be submitted in order for a Member to receive benefits for Covered Services, provided the Member meets the requirements identified below.

**THE BLUECARD® PROGRAM**

Through the BlueCard Program, Urgent Care Benefits cover Medically Necessary treatment for any unforeseen illness or injury that requires treatment prior to when the Member returns to Keystone’s Service Area. Covered Services for Urgent Care are provided by a contracting Blue Cross and Blue Shield Association traditional participating Provider (“BlueCard Provider”). Coverage is for Medically Necessary services required to prevent serious deterioration of the Member’s health while traveling outside Keystone’s Service Area during a temporary absence (less than 90 consecutive days). After that time, the Member must return to Keystone’s Service Area or be disenrolled automatically from the Group’s plan, unless the Member is enrolled as a Guest Member under the Away From Home Care Guest Membership Program (see below).

**Emergency Care Services:** If the Member experiences a Medical Emergency while traveling outside Keystone’s Service Area, go to the nearest Emergency or Urgent Care facility.

**Urgent Care required during a temporary absence will be covered when:**
- The Member calls 1-800-810-BLUE. This number is available 24 hours a day, seven days a week.
- The Member will be given the names, addresses and phone numbers of three BlueCard Providers.
  - The BlueCard Program has some international locations. When the Member calls, the Member will be asked whether the Member is inside or outside of the United States.
- The Member decides which Provider the Member will visit.
- The Member calls 1-800-ASK-BLUE to get prior authorization for the service from the Keystone.
- With Keystone’s approval, the Member calls the Provider to schedule an appointment. The BlueCard Provider confirms Member eligibility.
- The Member shows their ID Card when seeking services from the BlueCard Provider.
- The Member pays the Copayment at the time of the Member’s visit.

**Follow-Up Care Benefits under the BlueCard Program**

Follow-Up Care Benefits under the BlueCard Program cover Medically Necessary Follow-Up Care required while the Member is traveling outside of Keystone’s Service Area. The care must be needed for urgent ongoing treatment of an injury, illness, or condition that occurred while the Member was in Keystone’s Service Area. Follow-Up Care must be pre-arranged and Preapproved by the Member’s Primary Care Physician and the health plan in Keystone’s Service Area prior to leaving the Service Area. Under the BlueCard Program, coverage is provided only for the specified, Preapproved service(s) authorized by the Member’s Primary Care Physician in Keystone’s Service Area and Keystone’s Care Management and Coordination Department. Follow-Up Care Benefits under the BlueCard Program are available during the Member’s temporary absence (less than 90 consecutive days) from Keystone’s Service Area.
Follow-Up Care required during a temporary absence (less than 90 consecutive days) from Keystone’s Service Area will be covered when these steps are followed:

- The Member is currently receiving urgent ongoing treatment for a condition.
- The Member plans to go out of Keystone’s Service Area temporarily, and the Member’s Primary Care Physician recommends that the Member continues treatment.
- The Member’s Primary Care Physician must call 1-800-ASK-BLUE to get prior authorization for the service from Keystone. If a BlueCard Provider has not been pre-selected for the Follow-Up Care, the Member’s Primary Care Physician or the Member will be told to call 1-800-810-BLUE.
- The Member or the Member’s Primary Care Physician will be given the names, addresses and phone numbers of three BlueCard Providers.
- Upon deciding which BlueCard Provider will be visited, the Member or the Member’s Primary Care Physician must inform Keystone by calling the number on the ID Card.
- The Member should call the BlueCard Provider to schedule an appointment.
- The BlueCard Provider confirms the Member’s eligibility.
- The Member shows the Member’s ID Card when seeking services from the BlueCard Provider.
- The Member pays the Copayment at the time of the Member’s visit.

Additional Information about the BlueCard Program
Whenever the Member accesses covered healthcare services outside Keystone’s Service Area and the claim is processed through the BlueCard Program, the amount the Member pays for covered healthcare services, if not a flat dollar copayment, is calculated based on the lower of:

- The billed covered charges for the Member’s Covered Services; or
- The negotiated price that the Host Blue makes available to Keystone.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue provides coverage for 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, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Keystone uses for the Member’s claim because they will not be applied retroactively to claims already paid.

Laws in a small number of states may require the Host Blue to add a surcharge to the Member’s calculation. If any state laws mandate other liability calculation methods, including a surcharge, we would then calculate the Member’s liability for any covered healthcare services according to applicable law.
THE AWAY FROM HOME CARE® PROGRAM

If the Member plans to travel outside Keystone’s Service Area for at least 90 consecutive days, and the Member is traveling to an area where a Host HMO is located, the Member may be eligible to register as a Guest Member under the Away From Home Care Program. As a Guest Member, the Member’s Guest Membership Benefits are provided by the local Blue Cross Plan participating in the Program. A 30 day notification period is required before Guest Membership Benefits under the Away From Home Care Program become available. Guest Membership is available for a limited period of time. The Away From Home Care Coordinator will confirm the period for which the Member is registered as a Guest Member.

Who is Eligible to Register for Guest Membership Benefits?

- The Member may register for Guest Membership Benefits when:
  - The Member or the Member’s Dependents temporarily travel outside Keystone’s Service Area for at least 90 days, but no more than 180 days (long term traveler);
  - The Member’s Dependent student is attending a school outside Keystone’s Service Area for more than ninety 90 days (student); or
  - The Member’s Dependent lives apart from the Member and is outside Keystone’s Service Area for more than 90 days (families apart).

NOTE: The Member is required to contact the Away From Home Care Coordinator and apply for a Guest Membership by calling Customer Service at the telephone number shown on the ID Card. Notification must be given at least 30 days prior to the Member’s scheduled date of departure in order for Guest Membership Benefits to be activated.

Student Guest Membership Benefits are available to qualified dependents of the Subscriber who are outside of the Keystone’s Service Area temporarily attending an accredited education facility inside the service area of a Host HMO. Contact the Away From Home Care Coordinator by calling the Customer Service number on the ID card to determine if arrangements can be made for Student Guest Membership Benefits for the Member’s Dependent.

The Away From Home Care Program provides Guest Membership Benefits coverage for a wide range of health care services including Hospital care, routine physician visits, and other services. Guest Membership Benefits are available only when the Member is registered as a Guest Member at a Host HMO. As a Guest Member, the Member is responsible for complying with all of the Host HMO’s rules regarding access to care and Member responsibilities. The Host HMO will provide these rules and responsibilities at the time of guest membership registration.

NOTE: Because the Member’s Primary Care Physician in the Keystone’s Service Area can give advice and provide recommendations about health care services that the Member may need while traveling, the Member is encouraged to receive routine or planned care prior to leaving home.

As a Guest Member, the Member must select a Primary Care Physician from the Host HMO’s Primary Care Physician network. In order to receive Guest Membership Benefits, the Primary Care Physician in the Host HMO Service Area must provide or arrange for all of the Member’s Covered Services while the Member is a Guest Member. Neither Keystone nor the Host HMO will cover services the Member receives as a Guest Member that are not provided or arranged by the Primary Care Physician in the Host HMO Service Area and Preapproved by the Host HMO. Registration in the Away From Home Care
Program is available only through contracting HMOs in the Blue Cross and Blue Shield Association’s HMO network. Information regarding the availability of Guest Membership Benefits may be obtained from the Away From Home Care Coordinator by calling Customer Service at the telephone number shown on the ID Card.

This Group’s plan may contain other benefits that are not provided for Guest Members through the Away From Home Care Program. Benefits provided for Guest Members are in addition to benefits provided under Keystone’s program. However, benefits provided under one program will not be duplicated under the other program. To receive benefits covered only by this HMO program, the Member must contact Customer Service at the telephone number shown on the Member’s ID Card. Further information will be provided about how to access these benefits.

WHEN THE MEMBER DOESN’T USE THE BLUECARD OR GUEST MEMBERSHIP PROGRAMS
If the Member has out-of-area Urgent Care or Emergency Services, not provided as described above and provided by a Non-Participating Provider, ask the Provider to submit the bill to Keystone. Show the Provider the Member ID Card for necessary information about the Member’s Group plan. For direct billing, the Provider should mail the bill to the address in the next sentence. If direct billing cannot be arranged, send us a letter explaining the reason care was needed and an original itemized bill to:

Keystone Health Plan East
P.O. Box 898815
Camp Hill, PA 17089-8815.

NOTE: It is the Member’s responsibility to forward to Keystone any bill the Member receives for Emergency Services or out-of-area Urgent Care provided by a Non-Participating Provider.

CONTINUING CARE
Medically Necessary care provided by any Provider other than the Member’s Primary Care Physician will be covered, subject to the Description Of Covered Services, Exclusions - What Is Not Covered, and the Schedule Of Covered Services sections, only until the Member can, without medically harmful consequences, be transferred to the care of the Member’s Primary Care Physician or a Referred Specialist designated by the Member’s Primary Care Physician.

All continuing care must be provided or Referred by the Member’s Primary Care Physician or coordinated through Customer Service.

REMEMBER: This Program will always be secondary to the Member’s auto insurance coverage. However, in order for services to be covered by this Program as secondary, the Member’s care must be provided or Referred by the Member’s Primary Care Physician.

Tell the Member’s Primary Care Physician that the Member was involved in a motor vehicle accident and the name and address of the Member’s auto insurance company. Give this same information to any Provider to whom the Member’s Primary Care Physician refers the Member for treatment.

Call Customer Service as soon as possible and advise us that the Member has been involved in a motor vehicle accident. This information helps this Health Benefit Plan to coordinate this Program's benefits with coverage provided through the Member’s auto insurance company.
Only services provided or Referred by the Member’s Primary Care Physician will be covered by this Program.

**Work-Related Accident**
Report any work-related injury to the Member’s employer and contact the Member’s Primary Care Physician as soon as possible.

**REMEMBER:** This Program will always be secondary to the Member’s Worker's Compensation coverage. However, in order for services to be covered by this Program as secondary, the Member’s care must be provided or Referred by the Member’s Primary Care Physician.

Tell the Member’s Primary Care Physician that the Member was involved in a work-related accident and the name and address of the Member’s employer and any applicable information related to the Member’s employer’s Worker’s Compensation coverage. Give this same information to any Provider to whom the Member’s Primary Care Physician refers the Member for treatment.

Call Customer Service as soon as possible and advise us that the Member has been involved in a work-related accident. This information helps the Health Benefit Plan to coordinate this Program’s benefits with coverage provided through the Member’s employer’s Worker's Compensation coverage.

Only services provided or Referred by the Member’s Primary Care Physician will be covered by this Health Benefit Plan.
EXCLUSIONS – WHAT IS NOT COVERED

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

Administration of Insulin
Any charges for the administration of injectable insulin.

Alternative Therapies/Complementary Medicine
For Alternative Therapies/complementary medicine, including but not limited to:
- Acupuncture;
- 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
For Ambulance services except as specifically provided under this Program.

Assisted Fertilization Techniques
For In vitro fertilization, embryo transplant, ovum retrieval including, but not limited to, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT) and any services required in connection with these procedures.

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

Charges In Excess Of Covered Service For Insulin
Any charge where the usual and customary charge is less than the Member's Insulin or oral agent cost sharing amount.

Chronic Conditions
- For maintenance of chronic conditions, injuries or illness.
- For any therapy service provided for:
  - Ongoing Outpatient treatment of chronic medical conditions that are not subject to significant functional improvement;
  - Additional Therapy beyond this Program’s limits, if any, shown on the Schedule of Covered Services;
  - Work hardening;
Evaluations not associated with therapy; or
Therapy for back pain in pregnancy without specific medical conditions.

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).

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 cosmetic Surgery, including cosmetic dental Surgery.
- Cosmetic Surgery is defined as any Surgery:
  - Done primarily to alter or improve the appearance of any portion of the body; and
  - From which no significant improvement in physiological function could be reasonably expected.

Regarding sagging skin: This exclusion includes surgical excision or reformation of any sagging skin on any part of the body, including, but not limited to:
- The eyelids;
- Face;
- Neck;
- Arms;
- Abdomen;
- Legs; or
- Buttocks.

Regarding enlargements, reductions and implantations: This exclusion also includes services performed in connection with enlargement, reduction, implantation or change in appearance of a portion of the body, including, but not limited to:
- The ears;
- Lips;
- Chin; or
- Jaw, nose, or breasts (except reconstruction for post-mastectomy patients).

Regarding bodily functions and deformities: This exclusion does not include those services performed when the patient is a Member of the Program and performed in order to restore bodily function or correct deformity resulting from:
- A disease;
- Recent trauma; or
- Previous therapeutic process.
Regarding birth defects: This exclusion does not apply to otherwise Covered Services necessary to correct:

- Medically diagnosed congenital defects for children and birth abnormalities for children.

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).

Drugs That May Be Dispensed Without A Doctor’s Prescription

- For drugs and other medications:
  - Outpatient Prescription Drugs, except if covered by the Prescription Drug benefit; and,
  - Medications that may be dispensed without a doctor’s prescription.

This exclusion does not apply for coverage of insulin and oral agents used for the treatment of diabetes.

Durable Medical Equipment

The following, with respect to Durable Medical Equipment (DME): Equipment for which any of the following statements are true is not DME and will not be covered. This includes any item:

- That is for comfort or convenience: Items not covered include, but are not limited to: massage devices and equipment; portable whirlpool pumps, and telephone alert systems; bed-wetting alarms; and, ramps.
- That is for environmental control: Items not covered include, but are not limited to: air cleaners; air conditioners; dehumidifiers; portable room heaters; customized wheelchairs and ambient heating and cooling equipment.
- That is inappropriate for home use: This is an item that generally requires professional supervision for proper operation. Items not covered include, but are not limited to: diathermy machines;
medcolator; pulse tachometer; traction units; translift chairs; and any devices used in the transmission of data for telemedicine purposes.
That is a non-reusable supply or is not a rental type item, other than a supply that is an integral part of the DME item required for the DME function. This means the equipment is not durable or is not a component of the DME. Items not covered include, but are not limited to:

- Incontinence pads;
- Lamb's wool pads;
- Ace bandage;
- Catheters (non-urinary);
- Face masks (surgical);
- Disposable gloves;
- Sheets and bags; and
- Irrigating kits.

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 equipment. This is true even though the item has some remote medically related use. Items not covered include, but are not limited to:

- Ear plugs;
- Exercise equipment;
- Ice pack;
- Speech teaching machines;
- Strollers;
- Silverware/utensils;
- Feeding chairs;
- Toileting systems;
- Toilet seats;
- Bathtub lifts;
- Elevators;
- Stair glides; and
- Electronically-controlled heating and cooling units for pain relief.

That has features of a medical nature which are not required by the patient's condition, such as a gait trainer: The therapeutic benefits of the item cannot be clearly disproportionate to its cost, if there exists: A Medically Necessary and realistically feasible alternative item that serves essentially the same purpose.

That duplicates or supplements existing equipment for use when traveling or for an additional residence: For example: A patient who lives in the Northeast for six (6) months of the year, and in the Southeast for the other six (6) would NOT be eligible for two identical items, or one for each living space.

Which is not customarily billed for by the Provider: Items not covered include, but are not limited to delivery, set-up and service activities (such as routine maintenance, service, or cleaning) and installation and labor of rented or purchased equipment.

- That modifies vehicles, dwellings, and other structures: This includes any modifications made to a vehicle, dwelling or other structure to accommodate a person's disability; or to accommodate a vehicle, dwelling or other structure for the DME item such as a wheelchair.
Equipment for safety: Items that are not primarily used for the diagnosis, care or treatment of disease or injury but are primarily utilized to prevent injury or provide a safe surrounding. Examples include:

- Restraints;
- Safety straps;
- Safety enclosures; or
- Car seats.

The Claims Administrator will neither replace nor repair the DME due to abuse or loss of the item.

**Effective Date**

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

**Experimental/Investigative**

Services and supplies which are Experimental/Investigative in nature, except:

- Routine Patient Costs Associated With Qualifying Clinical Trials that meets the definition of a Qualifying Clinical Trial under this Benefit Booklet; and
- As Preapproved by the Claims Administrator.

Routine patient costs do not include any of the following:

- 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.

**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.

**Health foods and Dietary Supplements**

For health foods, dietary supplements, or pharmacological therapy for weight reduction or diet agents.
Hearing Aids
For hearing or audiometric examinations, and Hearing Aids including cochlear electromagnetic hearing devices and the fitting thereof; and, routine hearing examinations. Services and supplies related to these items are not covered.

High Cost Technical Equipment
For equipment costs related to services performed on high cost technological equipment unless the acquisition of such equipment was approved through a Certificate of Need process and/or 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;
- 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

Hospice Care benefits for the following:

- 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); and
- Private Duty Nursing.

Immediate Family

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

Immunizations for Employment or Travel

Immunizations required for employment purposes or travel. This exclusion does not apply to Immunizations required for travel which are required by the Advisory Committee on Immunization Practices (ACIP).

Medical Foods And Nutritional Formulas

- For appetite suppressants; and
- For oral non-elemental nutritional supplements (For example, Boost, Ensure, PediaSure), casein hydrolyzed formulas (For example, Nutramigen, Alimentun, Pregestimil), or other nutritional products including, but not limited to, banked breast milk, basic milk, milk-based, 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 (e.g. Neocate Nutra)  
  - For products that replace fluids and electrolytes (e.g., Electrolyte Gastro, Pedialyte)  
  - For additives (e.g., Duocal, fiber, or vitamins) and food thickeners (e.g., Thick-It, Resource ThickenUp)  
  - For supplies associated with the oral administration of formula (e.g., 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 or Referred

- Not provided by or Referred by the Member’s Primary Care Physician except in an Emergency or as specified elsewhere in this Benefit Booklet; and
- Which are not Medically Necessary, as determined by the Primary Care Physician or the Health Benefits Plan, for the diagnosis or treatment of illness, injury or restoration of physiological functions. This exclusion does not apply to routine and preventive Covered Services specifically provided under the Health Benefits Plan and described in this Benefit Booklet.

Mental Illness and Alcohol Or Drug Abuse And Dependency

- For any Mental Health Care, Serious Mental Illness Health Care, or Alcohol Or Drug Abuse And Dependency modalities that have not been incorporated into the commonly accepted therapeutic repertoire as determined by broad-based professional consensus, such as: Alternative
Therapies/Complementary Medicine and obesity control therapy except as otherwise provided in this Program;

- Non-medical services, such as vocational rehabilitation or employment counseling, for the treatment of Alcohol or Drug Abuse and Dependency in an acute care Hospital.

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

Charges for:

- Care in a:
  - Nursing home;
  - Home for the aged;
  - Convalescent home;
  - School;
  - Camp;
- Institution for intellectually disabled children; or
- Custodial Care in a Skilled Nursing Facility.

- For broken appointments.
- For marriage or religious counseling.
- For completion of any insurance forms.
- For Custodial Care, or domiciliary care.
- For residential care.
- For charges not billed/performe by a Provider.
- For additional treatment necessitated by lack of patient cooperation or failure to follow a Prescribed Plan Of Treatment.
- For services for which the cost is later recovered through legal action, compromise, or claim settlement.
- For protective and supportive care, including educational services, rest cures and convalescent care.
- 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 Weight Management".

Motor Vehicle Accident

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

For any services, supplies or treatments not specifically listed as covered benefits in this Program.
Note: The Claims Administrator reserves the right:

- To specify Providers of, or means of delivery of Covered Services, supplies or treatments under this Program and
- To substitute such Providers or sources where medically appropriate.

EXCEPTIONS - No benefits are provided for the above, unless:

The unlisted benefit, service or supply is a basic health service required by the Pennsylvania Department of Health.

Non-Traditional Care of Mental Health Disorders and Alcohol Or Drug Abuse And Dependency

For any treatment modalities that have not been incorporated into the commonly accepted therapeutic repertoire as determined by broad-based professional consensus, for:

- Mental Health Care;
- Serious Mental Illness Health Care; or
- Alcohol Or Drug Abuse And Dependency.

For example:

- Alternative Therapies/Complementary Medicine; and
- Obesity control therapy.

No benefits are provided for the above, except as otherwise provided in this Program.

Obesity

Treatment of obesity, including, but not limited: (a) weight management programs; (b) dietary aids, supplements, injections and medications; (c) weight training, fitness training, or lifestyle modification programs, including such programs provided under the supervision of a clinician; (d) 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 for Weight Management" provision in this Benefit Booklet.

**Organ Donation**
Services required by a Member donor related to organ donation. Expenses for donors donating organs to Member recipients are covered only as provided in this Program and described in this Benefit Booklet. No payment will be made for human organs which are sold rather than donated.

**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;
- Chairlifts;
- Stairglides;
- Elevators;
- Spa or health club memberships;
- Whirlpool;
- Sauna;
- Television;
- 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 (Medical Program)**
- For Prescription Drugs, except as may be provided under the "Prescription Drugs" section of the Description of Covered Services. This exclusion does NOT apply to insulin, insulin analogs and pharmacological agents for controlling blood sugar levels, as provided for the treatment of diabetes.
- 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.
Prosthetic Device Repair and Replacement Due to Misuse
For services for repairs or replacements of Prosthetic Devices needed because the prosthesis was abused or misplaced.

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 Services.

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 Health Benefit Plan or Claims Administrator.

Reversal of a Sterilization
For any Surgery performed for the reversal of a sterilization and services required in connection with such procedures.

Routine Foot Care
As defined in the carrier’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, under the Member’s medical benefit, 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:
- Covered under the "Prescription Drugs" section of the Description of Covered Services;
- 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 Prescription Drug benefit or free-standing prescription drug contract issued by the Claims Administrator or its affiliates; or
- Required for treatment of an Emergency condition that requires a Self-Administered Prescription Drug.
Services Not Performed By a Designated Provider
The following Outpatient services that are not performed by the Member’s Primary Care Physician’s Designated Provider, when required under the plan:

- Rehabilitation Therapy Services;
- Diagnostic radiology services: If the Member is age five (5) or older; and
- Laboratory and Pathology Tests.

EXCEPTIONS - No benefits are provided for the above, unless Preapproved by the Claims Administrator.

Services with No Charge
Medication furnished by any other medical service for which no charge is made to the Member.

Sexual Dysfunction
Sex therapy or other forms of counseling for treatment of sexual dysfunction.

Skilled Nursing Facility
For Skilled Nursing Facility services in connection with the following:

- When confinement 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 oral devices used for the treatment of temporomandibular joint syndrome (TMJ) or dysfunction.

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.

Traditional Medical Management
For any care that extends beyond traditional medical management for:

- Autistic disease of childhood;
- Pervasive Developmental Disorders;
- Attention Deficit Disorder;
- Learning disabilities;
- Behavioral problems;
- Intellectual disability;
- Treatment or care to effect environmental or social change; or.

Except as otherwise provided in this program.

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 Care**

Vision care, including but not limited to:

- All surgical procedures performed solely to eliminate the need for or reduce the Prescription of corrective vision lenses including, but not limited to radial keratotomy and refractive keratoplasty;
- Lenses which do not require a Prescription;
- Any lens customization such as, but not limited to tinting, oversize or progressive lenses; antireflective coatings, U-V lenses or coatings, scratch resistant coatings, mirror coatings, or polarization;
- Deluxe frames; or
- Eyeglass accessories such as cases, cleaning solution and equipment.
- For eyeglasses, lenses or contact lenses and the vision examination for Prescribing or fitting eyeglasses; or
- Routine Vision exams except as otherwise described in this Benefit Booklet.

**Weight Reduction**

For weight reduction programs, including all diagnostic testing related to weight reduction programs, unless Medically Necessary. This exclusion does not apply to the Claims Administrator's weight reduction program nutrition counseling visits/sessions as described in the "Nutrition Counseling for Weight Management" provision in this Benefit Booklet.

**Wigs**

For wigs and other items intended to replace hair loss due to male/female pattern baldness or due to illness or injury including but not limited to injury due to traumatic or surgical scalp avulsion, burns, or Chemotherapy.

**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

The Member’s Group Benefits Administrator is responsible for maintaining eligibility of Members to receive benefits under this Program and for timely notifying the Claims Administrator of such eligibility. The Claims Administrator will provide coverage, and terminate coverage, in reliance on the Group’s timely notification of the eligibility of Members. If a Group fails to timely notify the Claims Administrator of the eligibility status of a particular Member, the Claims Administrator will provide and terminate coverage in accordance with any Claims Administrator administrative processes.

ELIGIBILITY

Eligible Subscriber
An eligible Subscriber is an individual who is listed on the completed Enrollment/Change Form provided by the Claims Administrator and:

- Who resides or, with approval from the Claims Administrator, works in the Service Area; and
- Who is an active Employee whose normal work week is defined by the Group or is an eligible retiree; and
- Who is entitled to participate in the Group’s health benefits program, including compliance with any probationary or waiting period established by the Group or who is entitled to coverage under a trust agreement or employment contract; and
- For whom Medicare is not primary pursuant to any federal or state regulation, law, or ruling.

Eligible Dependent
An eligible Dependent is an individual for whom Medicare is not primary pursuant to any federal or state regulation, law, or ruling; who resides in the Service Area, unless otherwise provided in this section; who meets all the eligibility requirements established by the Group; who is listed on the Enrollment/Change Form completed by the Subscriber; and who is:

- The Subscriber’s legal spouse or Domestic Partner, if applicable; or
- A child (including stepchild, legally adopted child, child placed for adoption, or natural child) of either the Subscriber or the Subscriber’s spouse or Domestic Partner, who is within the Limiting Age for Dependents as set forth in this Program, or a child for whom the Subscriber is legally required to provide health care coverage; or
- A child for whom the Subscriber, the Subscriber’s spouse or Domestic Partner is a court appointed legal guardian; or
- A child, regardless of age, who, in the judgment of the Claims Administrator, is incapable of self-support due to a mental or physical handicap which commenced prior to the child’s reaching the Limiting Age for Dependents under this Program and for which continuing justification may be required by the Claims Administrator or the Group, if applicable, or
- A child within the Limiting Age for Dependents under this Program who resides in the Service Area; or
- A Dependent of a Subscriber who is enrolled in a HMO Medicare risk program. A Dependent child of such Subscriber must be within the Limiting Age for Dependents under this Program;
- The newborn child of a Member for the first 31 days immediately following birth. Coverage will continue in effect thereafter if the newborn qualifies as a Dependent, is enrolled by the Subscriber.
within 31 days of birth, and any appropriate payment due, calculated from the date of birth, is received by the Claims Administrator; or

- An adopted child of a Member for the first 31 days immediately following:
  - Birth, if a newborn; or,
  - the date of placement for adoption, if not a newborn. Coverage will continue in effect thereafter if the adopted child qualifies as a Dependent, is enrolled by the Subscriber within 31 days of birth, if a newborn, or otherwise, the placement date, and any appropriate payment due, calculated from the date of birth or placement, is received by the Claims Administrator.

Under this Program no other benefits, except conversion privileges, will be extended to the newborn child of a Dependent unless such newborn child meets the eligibility requirements of a Dependent set forth in this section and is enrolled as a Dependent within 31 days of eligibility.

**EFFECTIVE DATE OF COVERAGE**

Subject to the receipt of applicable payments from the Group, and of an Enrollment/Change Form from or on behalf of each prospective Member, and subject to the provisions of this Program, coverage for Members under this Program shall become effective on the earliest of the following dates:

- When an eligible person makes written application for membership on or prior to the date on which eligibility requirements under this section are satisfied, coverage shall be effective as of the date the eligibility requirements are satisfied; or

- When an eligible person makes written application for membership after the date on which the eligibility requirements of this section are satisfied, but within 30 days after becoming eligible, coverage will be effective as of the date the eligibility requirements are satisfied; or

- Coverage shall become effective at birth for newborn children for 31 days. Coverage will continue in effect thereafter if the newborn qualifies as a Dependent, is enrolled by the Subscriber within 31 days of birth, and any appropriate payment, calculated from the date of birth, is received by the Claims Administrator; or

- Coverage for an adopted child shall become effective at birth, if a newborn, and otherwise on the date of placement, for 31 days. Coverage will continue in effect thereafter if the adopted child qualifies as a Dependent, is enrolled by the Subscriber within 31 days of
  - Birth, if a newborn or
  - If not a newborn, the date of placement, and any appropriate payment, calculated from the date of
    - Birth, if a newborn or
    - Placement, if not a newborn, is received by the Claims Administrator; or

- When an eligible person makes written application for membership during the Group Open Enrollment Period, coverage will begin on the first day of the calendar month following the conclusion of the Group Open Enrollment Period, unless otherwise agreed to by the Group and the Claims Administrator.
If on the date on which coverage under the Claims Administrator becomes effective, the Member is receiving Inpatient Care, benefits will be provided under this Program to the extent that such benefits are not provided under a prior group health insurance plan.

**WHEN TO NOTIFY THE PROGRAM OF A CHANGE**

Certain changes in a Member’s life may affect their coverage under this Program. Please notify us of any changes through the benefits office of the Member's Group Benefits Administrator. To help the Claims Administrator effectively administer Members' health care benefits, the Claims Administrator must receive notice from the Benefits Administrator of the following changes within **30 days**: name; address; status or number of Dependents; marital status; eligibility for Medicare coverage, or any other changes in eligibility.

**Open Enrollment**
The Member’s Group Benefits Administrator will have an open enrollment period at least once a year, and will notify the Member of the time. At this time, the Member may add eligible Dependents to their coverage.

**Newly Hired**
Within 30 days of becoming eligible for this new Group’s Claims Administrator coverage, an individual may join this Program. The Member must add existing eligible Dependents to their coverage at this time or wait until the next open enrollment period.

**Marriage**
Members may add their spouse to their Claims Administrator within 30 days of their marriage. Coverage for a Member's spouse will be effective on the first of the month after the marriage.

**New Child**
Coverage is effective at the time of birth for the newborn child of a Member, or at the time of placement for adoption for an adopted child of a Member, and shall continue for a period of 31 days after the event.

If a Member chooses to continue coverage for the new child, the Member must add their eligible child (newborn or adopted child) within 31 days of the date of birth or placement of the adopted child. Coverage will be effective from the date of birth or the day the child was placed for adoption.

In situations where the newborn's father is a Member but the mother is not a Member, Customer Service must be notified prior to the mother's hospitalization for delivery.

**Court-Ordered Dependent Coverage**
If a Member is required by a court order to provide health care coverage for their eligible Dependent, their Dependent will be enrolled within 30 days from the date the Claims Administrator receives notification and a copy of the court order.

**REMEMBER**: The Member must notify the Claims Administrator of any changes to Dependent coverage within 30 days of the change in order to ensure coverage for all eligible family members. Notifications to the Claims Administrator should be through the benefits office of their Group Benefits Administrator.
TERMINATION OF COVERAGE

A Member's coverage may be cancelled under the following conditions:

- If the Member commits intentional misrepresentation of a material fact or fraud in applying for or obtaining coverage from this Program (subject to their rights under the Complaint and Grievance Appeal Process);
- If a Member misuses their ID Card, or allows someone other than their eligible Dependents to use a ID Card to receive care or benefits;
- If a Member ceases to meet the eligibility requirements;
- The Member's Group terminates coverage with the Claims Administrator;
- If the Member displays a pattern of non-compliance with their Physician's Plan of Treatment. The Member will receive written notice at least thirty (30) days prior to termination. The Member has the right to utilize the Complaint and Grievance Appeal Process; or
- If the Member does not cooperate with the Claims Administrator in obtaining information necessary to determine this Program's liability under this Program.

Inpatient Provision upon Termination of Coverage

If a Member is receiving Inpatient Care in a Hospital or Skilled Nursing Facility on the day this coverage is terminated by the Claims Administrator, except for termination due to fraud or intentional misrepresentation of a material fact, the benefits shall be provided until the earliest of:

The expiration of such benefits according to the Schedule of Covered Services included with this Benefit Booklet.

Determination of the Primary Care Physician and the Claims Administrator that Inpatient Care is no longer Medically Necessary; or

The Member's discharge from the facility.

NOTE: The Claims Administrator will not terminate the Member's coverage because of their health status, their need for Medically Necessary Covered Services or for having exercised their rights under the Complaint and Grievance Appeal Process.

When a Subscriber’s coverage terminates for any reason, coverage of the Subscriber’s covered family members will also terminate.

Termination of Coverage at Termination of Employment or Membership in the Group

Coverage for the Member under this Program will terminate on the date specified by the Group if the Claims Administrator receives from the Group notice of termination of the Member’s coverage within 30 days of the date specified by the Group. If notification from the Group is not received by the Claims Administrator within 30 days of the date specified by the Group, the effective date of termination of the Member’s coverage shall be 30 days prior to the first day of the month in which the Claims Administrator received the notice of termination of the Member’s coverage from the Group, with the exception of any services covered under the Inpatient Provision. If the Member is receiving Inpatient Care on the date coverage is terminated, the Inpatient Provision will apply as defined above. Coverage for Dependents ends when the Member's coverage ends.
**COVERAGE CONTINUATION**

**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 eligible Dependent to temporarily extend health care coverage.

**Conversion**

If a Member or their Dependents become ineligible for coverage through their Group Program, they may apply for continuation of the coverage in an appropriate non-group program. The Member must reside in the Keystone’s five county area in order to be eligible for the non-group HMO program. The five county area includes: Bucks, Chester, Delaware, Montgomery and Philadelphia counties. If the Member does not live in the Keystone’s five county area, enrollment in the HMO non-group program is provided to the Member and their Dependents for 90 days from the date the Member’s Group coverage ends. After this time period, the Member and their Dependents will have to convert to another plan. The Member and their Dependents may convert to the local Blue Cross®/Blue Shield® plan for the area in which they live.

A Member’s application for this conversion coverage must be made to the Claims Administrator within 30 days of when the Member becomes ineligible for Group coverage. The benefits provided under the available non-group program may not be identical to the benefits under their Group Claims Administrator.

The conversion privilege is available to Members and:

- Their surviving Dependents, in the event of the Member's death;
- Their spouse, in the event of divorce; or
- Their child who has reached the Limiting Age for Dependents.

The Dependent must reside in the Keystone’s five county area in order to be eligible for the non-group HMO program.

This conversion privilege is not available if the Member is terminated by the Claims Administrator for cause (such as deliberate misuse of an ID Card, significant misrepresentation of information that is given to the Claims Administrator or a Provider, or fraud).

If the Member needs more information regarding their conversion privilege, call Customer Services at the telephone number shown on their ID Card.

Should the Member choose continued coverage under COBRA (see above), they become eligible to convert to an individual, non-group plan at the end of the Member’s COBRA coverage.

**A SUMMARY OF THE PROGRAM’S FEATURES**

**Confidentiality And Disclosure Of Medical Information**

The Claims Administrator’s privacy practices, as they apply to Members enrolled in this health benefit program, as well as a description of Member s’ rights to access their personal health information which
may be maintained by the Claims Administrator, are set forth in the Claims Administrator’s HIPAA Notice of Privacy Practices (the “Notice”). The Notice is sent to each new Member upon initial enrollment in this Claims Administrator, and, subsequently, to all Members if and when the Notice is revised.

By enrolling in this Claims Administrator, Members give consent to the Claims Administrator to receive, use, maintain, and/or release their medical records, claims-related information, health and related information for the purposes identified in the Notice to the extent permitted by applicable law.

However, in certain circumstances, which are more fully described in the Notice, a specific Member Authorization may be required prior to the Claims Administrator’s use or disclosure of Members’ personal health information. Members should consult the Notice for detailed information regarding their privacy rights.

MEMBER ID CARD
Listed below are some important things to do and to remember about the Member’s ID Card:

- Check the information on the Member’s ID Card for completeness and accuracy.
- Check that the Member received one ID Card for each enrolled family member.
- Check that the name of the Primary Care Physician (or office) the Member selected is shown on the Member’s ID Card. Also, please check the ID Card for each family member to be sure the information on it is accurate.
- Call Customer Service if the Member finds an error or loses their ID Card.
- Carry the Member ID Card at all times. The Member must present their ID Card whenever they receive Medical Care.

On the reverse side of the ID Card, the Member will find information about medical services, especially useful in Emergencies. There is even a toll-free number for use by Hospitals if the Member has questions about their coverage.

PROGRAM DESIGN FEATURES
This Claims Administrator is different from traditional health insurance coverage. In addition to covering health care services, access is provided to Member’s Medical Care through their Primary Care Physician. **All medical treatment begins with the Member’s Primary Care Physician.** (Under certain circumstances, continuing care by a Non-Participating Provider will be treated in the same way as if the Provider were a Participating Provider. See **Continuity of Care** appearing later in the Benefit Booklet).

Because the Member’s Primary Care Physician is the key to using this Program, it is important to remember the following:

- **The Member should always call their Primary Care Physician first**, before receiving Medical Care, except for conditions requiring Emergency Services. Please schedule routine visits well in advance.

- **When the Member needs Specialist Services** their Primary Care Physician will give the Member an electronic Referral for specific care or will obtain a Preapproval from the Claims Administrator when required. A Standing Referral may be available to the Member if they have a life-threatening, degenerative or disabling disease or condition.
Female Members may visit any participating obstetrical/gynecological Specialist without a Referral. This is true whether the visit is for preventive care, routine obstetrical/gynecological care or problem-related obstetrical/gynecological conditions. The Member's Primary Care Physician must obtain a Preapproval for Specialist Services provided by Non-Participating Providers.

- **The Member’s Primary Care Physician is required to select a Designated Provider for certain Specialist Services.** Their Primary Care Physician will submit an electronic Referral to his/her Designated Provider for these outpatient Specialist Services:
  - Physical and occupational therapy;
  - Diagnostic Services for Members age five and older.
  - Laboratory and Pathology tests

Designated Providers usually receive a set dollar amount per Member per month (capitation) for their services based on the Primary Care Physicians that have selected them.

Outpatient services are not covered when performed by any Provider other than the Member's Primary Care Physician’s Designated Provider.

Before selecting their Primary Care Physician, the Member may want to speak to the Primary Care Physician regarding his/her Designated Providers.

- **The Member’s Primary Care Physician provides coverage 24 hours a day, 7 days a week.**

- **All continuing care as a result of Emergency Services** must be provided or Referred by the Member’s Primary Care Physician or coordinated through Customer Service.

- **Some services must be authorized by the Member’s Primary Care Physician or Referred Specialist or Preapproved by the Claims Administrator.** The Member's Primary Care Physician or Referred Specialist works with the Claims Administrator’s Care Management and Coordination team during the Preapproval process. Services in this category include, but are not limited to: hospitalization; certain outpatient services; Skilled Nursing Facility services; and home health care. To access a complete list of services that require Preapproval, log onto www.ibx.com, or the Member can call Customer Service at the phone number shown on their ID Card to have the list mailed to them. A Member has the right to appeal any decisions through the **Complaint and Grievance Appeal Process.** Instructions for the appeal will be described in the denial notifications.

- See Access To Primary, Specialist, And Hospital Care in this section for procedures for obtaining Preapproval for use of a Non-Participating Provider. Use the Provider Directory to find out more about the individual Providers, including Hospitals and Primary Care Physicians and Referred Specialist, and their affiliated Hospitals. It includes a foreign language index to help the Member locate a Provider who is fluent in a particular language. The directory also lists whether the Provider is accepting new patients.

- **To change the Member’s Primary Care Physician,** call Customer Service at the telephone number shown on their ID Card.
Medical Technology Assessment is performed by the Claims Administrator. Technology assessment is the review and evaluation of available clinical and scientific information from expert sources. These sources include and 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 are safe and effective before approving them as a Covered Service.

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.

Prescription Drugs are covered under this Program. Under this Program, Prescription Drugs, including medications and biologicals, are Covered Services or Supplies when ordered during the Member’s Inpatient Hospital stay. In addition, if the Member does not have Prescription Drug coverage under a Claims Administrator Prescription Drug benefit, this Program will provide coverage for insulin and oral agents, when the Member is not an Inpatient.

Additionally, Prescription Drug benefits are subject to quantity level limits as conveyed by the Food and Drug Administration (“FDA”) or the Claims Administrator’s Pharmacy and Therapeutics Committee.

The Claims Administrator, for all Prescription Drug benefits, requires Preapproval of a small number of drugs approved by the FDA for use in specific medical conditions. Where Preapproval or quantity limits are imposed, The Member's Physician may request an exception for coverage by providing documentation of Medical Necessity. The Member may obtain information about how to request an exception by calling Customer Service at the phone number on their ID Card.

The Member, or their Physician acting on the Member’s behalf, may appeal any denial of benefits or application of higher cost sharing through the Complaint and Grievance Appeal Process described later in this Benefit Booklet.

Disease Management And Decision Support
Disease Management and Decision Support programs help Members to be effective partners in their health care by providing information and support to Members with certain chronic conditions as well as those with everyday health concerns. Disease Management is a systematic, population-based approach that involves identifying Members with certain chronic diseases, intervening with specific information or support to follow PCP’s and Participating Professional Provider’s treatment plan, and measuring clinical and other outcomes. Decision Support involves identifying Members who may be facing certain treatment option decisions and offering them information to assist in informed, collaborative decisions with their PCP’s and Participating Professional Provider’s. Decision Support also includes the availability of general health information, personal health coaching, PCP’s and Participating Professional Provider’s information, or other programs to assist in health care decisions.
Disease Management interventions are designed to help Members manage their chronic condition in partnership with their PCP’s and Participating Professional Provider’s. Disease Management programs, when successful, can help such Members avoid long term complications, as well as relapses that would otherwise result in Hospital or Emergency room care. Disease Management programs also include outreach to Members to obtain needed preventive services, or other services recommended for chronic conditions. Information and support may occur in the form of telephonic health coaching, print, audio library or videotape, or Internet formats.

The Claims Administrator will utilize medical information such as claims data to operate the Disease Management or Decision Support program, to identify Members with chronic disease for example, to predict which Members would most likely benefit from these services, and to communicate results to Member’s treating PCP’s and Participating Professional Provider’s. The Claims Administrator will decide what chronic conditions are included in the Disease Management or Decision Support program.

Participation by a Member in Disease Management or Decision Support programs is voluntary. A Member may continue in the Disease Management or Decision Support program until any of the following occurs:

- The Member notifies the Claims Administrator that they decline participation; or
- The Claims Administrator determines that the program, or aspects of the program, will not continue; or
- The Member's Employer decides not to offer the programs.

**Discretionary Authority**

The Claims Administrator retains discretionary authority to interpret the Claims Administrator and the facts presented to make benefit determinations. Benefits under this Program will be provided only if the Claims Administrator determines in its discretion that the Member is entitled to them.

**OUT-OF-AREA SERVICES**

**Overview**

Keystone Health Plan East, Inc. ("Keystone") has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates ("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 obtains healthcare services outside of Keystone’s Service Area, the claims for these services may be processed through one of these Inter-Plan Arrangements.

When the Member receives care outside of Keystone’s Service Area, they will receive it from one of two kinds of providers. Most providers ("participating providers") contract with the local Blue Cross and/or Blue Shield in that geographic area ("Host Blue"). Some providers ("non-participating providers") don't contract with the Host Blue. Keystone explains below how we pay both kinds of providers.
Keystone covers only limited healthcare services received outside of our Service Area. As used in this section, "Out-of-Area Covered Healthcare Services" include Emergency Care, Urgent Care and Follow-up Care obtained outside the geographic area we serve. Any other services will not be covered when processed through any Inter-Plan Arrangements, unless authorized by the Member’s Primary Care Physician ("PCP").

**BlueCard® Program**

Under the BlueCard® Program, when a Member obtains Out-of-Area Covered Healthcare Services within the geographic area served by a Host Blue, Keystone 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 healthcare providers.

The BlueCard Program enables the Member to obtain Out-of-Area Covered Healthcare Services, as defined above, from a healthcare provider participating with a Host Blue, where available. The participating provider will automatically file a claim for the Out-of-Area Covered Healthcare Services provided to the Member, so there are no claim forms for the Member to fill out. The Member will be responsible for the Copayment amount, as stated in the **Schedule of Cost Sharing & Limitations**.

**Emergency Care Services:** If the Member experiences a Medical Emergency while traveling outside Keystone’s Service Area, go to the nearest Emergency or Urgent Care facility.

When the Member receives Out-of-Area Covered Healthcare Services outside Keystone’s Service Area and the claim is processed through the BlueCard Program, the amount the Member pays for the Out-of-Area Covered Healthcare Services, if not a flat dollar copayment, is calculated based on the lower of:

- The billed covered charges for the Member’s Covered Services; or
- The negotiated price that the Host Blue makes available to Keystone.

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 modifications of past pricing of claims, as noted above. However, such adjustments will not affect the price Keystone has used for the Member’s claim because they will not be applied after a claim has already been paid.

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to insured accounts. If applicable, Keystone will include any such surcharge, tax or other fee as part of the claim charge passed on to you.
Non-Participating Healthcare Providers Outside Keystone’s Service Area

Your Liability Calculation

When Out-of-Area Covered Healthcare Services are provided outside of Keystone’s Service Area by nonparticipating providers, the amount you pay 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, you may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Keystone will make for the Out-of-Area Covered Healthcare Services as set forth in the Group Contract. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

Exceptions

In certain situations, Keystone may use other payment methods, such as billed charges for Out-of-Area Covered Healthcare 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 Keystone will pay for services provided by nonparticipating providers. In these situations, you may be liable for the difference between the amount that the nonparticipating provider bills and the payment Keystone will make for the Out-of-Area Covered Healthcare Services as set forth in the Group Contract.

Blue Cross Blue Shield Global Core

If you are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you may be able to take advantage of BCBS Global Core when accessing Covered Services. BCBS Global Core is unlike the BlueCard Program available in the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands in certain ways. For instance, although BCBS Global Core assists you with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you should call the BCBS Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**
  In most cases, if you contact the BCBS Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for Covered Services. **You must contact Keystone to obtain precertification for non-emergency inpatient services.**

- **Outpatient Services**
  Physicians, urgent care centers and other outpatient providers located outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.
ACCESS TO PRIMARY, SPECIALIST, AND HOSPITAL CARE

Direct Access To Certain Care
A Member does not need a Referral from his/her Primary Care Physician for the following Covered Services:

- Emergency Services;
- Care from a participating obstetrical/gynecological Specialist;
- Mammograms;
- Mental Health Care, Serious Mental Illness Health Care and Alcohol or Drug Abuse and Dependency;
- Inpatient Hospital Services that require Preapproval. This does not include a maternity Inpatient Admission;
- Dialysis services performed in a Participating Facility Provider or by a Participating Professional Provider;
- Nutrition Counseling for Weight Management; and
- Diabetic Education Program.

How To Obtain A Specialist Referral

The Member should always consult their Primary Care Physician first when they need Medical Care.

If the Member's Primary Care Physician refers them to a Referred Specialist or facility just follow these steps:

- The Member's Primary Care Physician will submit an electronic Referral indicating the services authorized.
- The Member's Referral is valid for 90 days from issue date as long as they are a Member.
- This form is sent electronically to the Referred Specialist or facility before the services are performed. Only services authorized on the Referral form will be covered.
- Any additional Medically Necessary treatment recommended by the Referred Specialist beyond the 90 days from the date of issue of the initial Referral will require another electronic Referral from the Member’s Primary Care Physician.
- The Member must be enrolled at the time they receive services from a Referred Specialist or Non-Participating Provider in order for services to be covered.

See the Preapproval for Non-Participating Providers section of the Benefit Booklet for information regarding services provided by Non-Participating Providers.

How To Obtain A Standing Referral

If the Member has a life-threatening, degenerative or disabling disease or condition, they may receive a Standing Referral to a Participating Professional Provider to treat that disease or condition. The Referred Specialist will have clinical expertise in treating the disease or condition. A Standing Referral is granted upon review of a treatment plan by the Claims Administrator and in consultation with the Member’s Primary Care Physician.
Follow these steps to initiate a Standing Referral request.

- Call Customer Service at the telephone number shown on the Member’s ID Card. (Or, the Member may ask their Primary Care Physician to call Provider Services or Care Management and Coordination to obtain a “Standing Referral Request” form.)
- A “Standing Referral Request” form will be mailed or faxed to the requestor.
- The Member must complete a part of the form and their Primary Care Physician will complete the clinical part. The Member’s Primary Care Physician will then send the form to Care Management and Coordination.
- Care Management and Coordination will either approve or deny the request for the Standing Referral. The Member, their Primary Care Physician and the Referred Specialist will receive notice of the approval or denial in writing. The notice will include the time period for the Standing Referral.

If the Standing Referral is Approved
If the request for the Standing Referral to a Referred Specialist is approved, the Referred Specialist, the Member, and the Primary Care Physician will be informed in writing by Care Management and Coordination. The Referred Specialist must agree to abide by all the terms and conditions that the Claims Administrator has established with regard to Standing Referrals. This includes, but is not limited to, the need for the Referred Specialist to keep the Member’s Primary Care Physician informed of their condition. When the Standing Referral expires, the Member or their Primary Care Physician will need to contact Care Management and Coordination and follow the steps outlined above to see if another Standing Referral will be approved.

If the Standing Referral is Denied
If the request for a Standing Referral is denied, the Member and their Primary Care Physician will be informed in writing. The Member will be given information on how to file a formal Complaint, if they so desire.

Designating A Referred Specialist As A Member’s Primary Care Physician
If the Member has a life-threatening, degenerative or disabling disease or condition, they may have a Referred Specialist named to provide and coordinate both their primary and specialty care. The Referred Specialist will be a Physician with clinical expertise in treating their disease or condition. It is required that the Referred Specialist agrees to meet the Program’s requirements to function as a Primary Care Physician.

Follow these steps to initiate a request for a Member’s Referred Specialist to be their Primary Care Physician.

- Call Customer Service at the telephone number shown on the Member’s ID Card. (Or, the Member may ask their Primary Care Physician to call Provider Services or Care Management and Coordination to initiate the request.)
- A “Request for Specialist to Coordinate All Care” form will be mailed or faxed to the requestor.
- The Member must complete a part of the form and their Primary Care Physician will complete the clinical part. The Member’s Primary Care Physician will then send the form to Care Management and Coordination.
- The Medical Director will speak directly with the Member’s Primary Care Physician and the selected Referred Specialist to apprise all parties of the primary services that the Referred Specialist must be able to provide in order to be designated as a Member’s Primary Care Physician. If Care
Management and Coordination approves the request, it will be sent to the Provider Service area. That area will confirm that the Referred Specialist meets the same credentialing standards that apply to Primary Care Physicians. (At the same time, the Member will be given a Standing Referral to see the Referred Specialist.)

If the Referred Specialist as Primary Care Physician Request is Approved
If the request for the Referred Specialist to be the Member’s Primary Care Physician is approved, the Referred Specialist, the Member's Primary Care Physician and the Member will be informed in writing by Care Management and Coordination.

If the Referred Specialist as Primary Care Physician Request is Denied
If the request to have a Referred Specialist designated to provide and coordinate the Member’s primary and specialty care is denied, the Member and their Primary Care Physician will be informed in writing. The Member will be given information on how to file a formal Complaint, if they so desire.

Changing A Member's Primary Care Physician
The Member may change their Primary Care Physician up to two times within each Benefit Period. To do so, simply call Customer Service at the telephone number shown on the Member's ID Card. The change will be effective on the first of the month following the Member’s phone call. The Member must remember to have their medical records transferred to their new Primary Care Physician.

If the participating status of the Member's Primary Care Physician visits changes, they will be notified in order to select another Primary Care Physician.

Changing A Member's Referred Specialist
The Member may change the Referred Specialist to whom they have been referred by their Primary Care Physician or for whom the Member has a Standing Referral. To do so, the Member asks their Primary Care Physician to recommend another Referred Specialist before services are performed. Or, the Member may call Customer Service at the telephone number shown on their ID Card. Remember, only services authorized on the Referral form will be covered.

If the participating status of a Referred Specialist the Member regularly visits changes, they will be notified to select another Referred Specialist.

Continuity Of Care
The Member has the option, if their Physician agrees to be bound by certain terms and conditions as required by the Claims Administrator, of continuing an ongoing course of treatment with that Physician. This continuation of care shall be offered through the current period of active treatment for an acute condition or through the acute phase of a chronic condition or for up to 90 calendar days from the notice that the status of the Member's Physician has changed or the Member's:

- Effective Date of Coverage when the Member's Physician is no longer a Participating Provider because the Claims Administrator terminates its contract with that Physician, for reasons other than cause; or
The Member first enrolls in the Program and is in an ongoing course of treatment with a Non-Participating Provider.

If the Member is in their second or third trimester of pregnancy at the time of their enrollment or termination of a Participating Provider’s contract, the continuity of care with that Physician will extend through post-partum care related to the delivery.

The Member should follow these steps to initiate their continuity of care:

- Call Customer Service at the number on the Member’s ID Card and ask for a “Request for Continuation of Treatment” form.
- The “Request for Continuation of Treatment” form will be mailed or faxed to the Member.
- The Member must complete the form and send it to Care Management and Coordination at the address that appears on the form.

If the Member’s Physician agrees to continue to provide their ongoing care, the Physician must also agree to be bound by the same terms and conditions as apply to Participating Providers.

The Member will be notified when the participating status of their Primary Care Physician changes so that they can select another Primary Care Physician.

Preapproval For Non-Participating Providers
The Claims Administrator may approve payment for Covered Services provided by a Non-Participating Provider if the Member has:

- First sought and received care from a Participating Provider in the same American Board of Medical Specialties (ABMS) recognized specialty as the Non-Participating Provider that the Member has requested. (The Member’s Primary Care Physician is required to obtain Preapproval from the Claims Administrator for services provided by a Non-Participating Provider.)
- Been advised by the Participating Provider that there are no Participating Providers that can provide the requested Covered Services; and
- Obtained authorization from the Claims Administrator prior to receiving care. The Claims Administrator reserves the right to make the final determination whether there is a Participating Provider that can provide the Covered Services.

If the Claims Administrator approves the use of a Non-Participating Provider, the Member will not be responsible for the difference between the Provider’s billed charges and the Claims Administrator’s payment to the Provider but the Member will be responsible for applicable cost-sharing amounts. If the Member receives any bills from the Provider, they need to contact Customer Service at the telephone number on their ID card. When the Member notifies the Claims Administrator about these bills, the Claims Administrator will resolve the balance billing.

Hospital Admissions
- If the Member needs hospitalization or outpatient Surgery, the Member’s Primary Care Physician or Referred Specialist will arrange admission to the Hospital or outpatient surgical facility on their behalf.
- The Member’s Primary Care Physician or Referred Specialist will coordinate the Preapproval for their outpatient Surgery or Inpatient admission with the Claims Administrator.
Administrator, and the Claims Administrator will assign a Preapproval number. Preapproval is not required for a maternity Inpatient Admission.

- The Member does not need to receive an electronic Referral from their Primary Care Physician for Inpatient Hospital Services that require Preapproval.

Upon receipt of information from the Member's Primary Care Physician or Referred Specialist, Care Management and Coordination will evaluate the request for hospitalization or outpatient Surgery based on clinical criteria guidelines.

Should the request be denied after review by a Claims Administrator Medical Director, the Member, their Primary Care Physician or their Referred Specialist has a right to appeal this decision through the Grievance appeal process.

During an Inpatient hospitalization, Care Management and Coordination is monitoring the Member's Hospital stay to assure that a plan for their discharge is in place. This is to make sure that the Member has a smooth transition from the Hospital to home, or to another setting such as a Skilled Nursing or Rehabilitation Facility. A Claims Administrator Case Manager will work closely with the Member's Primary Care Physician or Referred Specialist to help with their discharge and if necessary, arrange for other medical services.

Should the Member's Primary Care Physician or Referred Specialist agree with the Claims Administrator that Inpatient hospitalization services are no longer required, the Member will be notified in writing of this decision. Should the Member decide to remain hospitalized after this notification, the Hospital has the right to bill the Member after the date of the notification. The Member may appeal this decision through the Grievance appeal process.

**Recommended Plan Of Treatment**

The Member agrees, when enrolling in this Program, to receive care according to the recommendations of their Primary Care Physician or Referred Specialist. The Member has the right to give their informed consent before the start of any procedure or treatment. The Member also has the right to refuse any drugs, treatment or other procedure offered to them by providers in the Claims Administrator's network, and to be informed by their Physician of the medical consequences of their refusal of any drugs, treatment, or procedure.

The Claims Administrator and the Member's Primary Care Physician will make every effort to arrange a professionally acceptable alternative treatment. However, if the Member still refuses the recommended Plan of Treatment, the Claims Administrator will not be responsible for the costs of further treatment for that condition and the Member will be so notified. The Member may use the Grievance appeal process to have their case reviewed, if they so desire.

**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 described in this Benefit Booklet (For example, obtaining Referrals, 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 of this Program. Such waiver shall be specific as to the requirements that are waived and shall last for such period of time as is required by the Special Circumstances as defined below.
The Claims Administrator shall make a good faith effort to arrange for an alternative method of providing coverage. In such event, the Claims Administrator shall provide access to Covered Services in so far as practical, and according to its best judgment. Neither the Claims Administrator nor Providers in the Claims Administrator’s 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:

- A major disaster;
- An epidemic;
- A pandemic;
- Riot;
- Civil insurrection; or
- The complete or partial destruction of facilities.

**Member Liability**

Except when certain cost sharing is specified in this Benefit Booklet or on the Schedule of Covered Services, the Member is not liable for any charges for Covered Services when these services have been provided or Referred by their Primary Care Physician and they are eligible for such benefits on the date of service.

**Right To Recover Payments Made In Error**

If the Claims Administrator should provide coverage on behalf of the Group for any contractually excluded services through inadvertence or error, the Claims Administrator maintains the right to seek recovery of such payment on behalf of the Group from the Provider or Member to whom such payment was made.

**INFORMATION ABOUT PROVIDER REIMBURSEMENT**

The Claims Administrator reimbursement programs for health care providers are intended to encourage the provision of quality, cost-effective care for our Members. Set forth below is a general description of the Claims Administrator reimbursement programs, by type of participating health care provider. These programs vary by state.

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 after reading this material the Member has any questions about how their health care provider is compensated, please speak with them directly or contact Customer Service.
**Professional Providers**

**Primary Care Physicians:** Most Primary Care Physicians (PCPs) are paid in advance for their services, receiving a set dollar amount per Member, per month for each Member selecting that PCP. This is called a capitation payment and it covers most of the care delivered by the PCP. Covered Services not included under capitation are paid fee-for-service according to the Claims Administrator fee schedule. Many Pennsylvania based PCPs are also eligible to receive additional payments for meeting certain medical quality, patient service and other performance standards. In Pennsylvania, the PCP Quality Incentive Payment System (QIPS) includes incentives for practices that have extended hours and submit encounter and referral data electronically, as well as an incentive that is based on the extent to which a PCP prescribes generic drugs (when available) relative to similar PCPs. In addition, the Practice Quality Assessment Score focuses on preventive care and other established clinical interventions.

**Referred Specialists:** Most Referred Specialists are paid on a fee-for-service basis, meaning that payment is made according to the Claims Administrator’s fee schedule for the specific medical services that the Referred Specialist performs. Obstetricians are paid global fees that cover most of their professional services for prenatal care and for delivery.

**Designated Providers:** For a few specialty services, PCPs are required to select a Designated Provider to which they refer all of the Claims Administrator’s patients for those services. The specialist services for which PCPs must select a Designated Provider vary by state and could include, but are not limited to, radiology and Physical Therapy. Designated Providers usually are paid a set dollar amount per Member per month (capitation) for their services based on the PCPs that have selected them. Before selecting a PCP, Members may want to speak to the PCP regarding the Designated Provider that PCP has chosen.

**Hospital-Based Provider:** When the Member receives Covered Services from a Hospital-Based Provider while they are an Inpatient at a Participating Hospital or other Participating Facility Provider and are being treated by a Participating Professional Provider, the Member will receive benefits for the Covered Services provided by the Non-Participating Hospital-Based Provider. A Hospital-Based Provider can bill the Member directly for their services, for either the Provider’s charges or amounts in excess of the Claims Administrator’s payment to the Hospital-Based Providers (That is, “balance billing”). If the Member receives any bills from the Provider, the Member needs to contact Customer Services at the telephone number on the ID card. When the Member notifies the Claims Administrator about these bills, the Claims Administrator will resolve the balance billing.

**Institutional Providers**

**Hospitals:** For most inpatient medical and surgical Covered 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 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 Covered Services and procedures, most Hospitals are paid specific rates based on the type of service performed. Hospitals may also be paid a global rate for certain outpatient Covered Services (For example, lab and radiology) that includes both the facility and Physician payment.
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 Covered Services.

Some Hospitals participate in a quality incentive program. The program provides increased reimbursement to these Hospitals when they meet specific quality and other criteria, including “Patient Safety Measures.” Such patient safety measures are consistent with recommendations by The Leap Frog Group, Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the Agency for Health Care Research and Quality (AHRQ) and are designed to help reduce medical and medication errors. Other criteria are directed at improved patient outcomes and electronic submissions. This incentive program is expected to evolve over time.

**Skilled Nursing Homes, 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 services provided.

**Ambulatory Surgical Centers (ASCs)**
Most ASCs are paid specific rates based on the type of service performed. For a few Covered Services, some ASCs are paid based on a percentage of billed charges.

**Physician Group Practices and Physician Associations**
Certain Physician group practices and independent Physician associations (IPAs) employ or contract with individual Physicians to provide medical Covered Services. These groups are paid as 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**
Some ancillary service providers, such as Durable Medical Equipment and Home Health Care Providers, are paid fee-for-service payments according to the Claims Administrator fee schedule for the specific medical services performed. Other ancillary service providers, such as those providing laboratory, dental or vision Covered Services, are paid a set dollar amount per Member per month (capitation). Capitated ancillary service vendors are responsible for paying their contracted providers and do so on a fee-for-service basis.

**Mental Health/Alcohol or Drug Abuse and Dependency**
A mental health/Alcohol or Drug Abuse and Dependency (“behavioral health”) management company administers most of the behavioral health benefits, provides a network of Participating Behavioral Specialists and processes the related claims. The behavioral health management company is paid a set dollar amount per Member per month (capitation) for each Member and is responsible for paying its contracted providers on a fee-for-service basis. The contract with the behavioral health management company includes performance-based payments related to quality, provider access, service, and other such parameters.

A subsidiary of Independence Blue Cross has a less than one percent ownership interest in this behavioral health management company.
UTILIZATION REVIEW PROCESS AND CRITERIA

Utilization Review Process

Two conditions of this Program are that in order for a health care service to be covered or payable, the service must be:

- Eligible for coverage under this Program; and,
- Medically Necessary.

To assist the Claims Administrator in making coverage determinations for certain requested health care services, the Claims Administrator uses established Claims Administrator 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 have 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 (pre-service review) it is called Precertification (applicable when the Member’s benefit plan provides benefits for services performed without the required Referral or by non-Participating Providers (That is, point-of-service coverage) or Preapproval. Reviews occurring during a Hospital stay are called concurrent reviews. Those reviews occurring after services have been performed (post-service reviews) are called retrospective 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 plan coverage approval using the Claims Administrator’s medical policies, established guidelines and evidence-based clinical criteria and protocols; however only a Medical Director 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 is 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 plan Medical Directors to discuss coverage of a case. The nurses, Medical Directors, other Professional Providers, and independent medical consultants who perform utilization review services are not compensated or given incentives based on their coverage review decisions. 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.

**Precertification or Preapproval**
When required and applicable, Precertification or Preapproval 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 certain planned or elective inpatient admissions and selected outpatient procedures according to the Member’s benefit plan. Where required by the Member’s benefit plan, Preapproval is initiated by the Provider and Precertification is initiated by the Member.

Where Precertification or Preapproval is required, coverage of the proposed procedure is contingent upon the review being completed and receipt of the approval certification. Coverage penalties may be applied when Precertification is required for a procedure but is not obtained. If the Primary Care Physician or Referred Specialist fails to obtain Preapproval when required, and provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment.

While the majority of services requiring Precertification or Preapproval are reviewed for medical appropriateness 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 or Preapproval is not required for Emergency services and is not performed where an agreement with the Participating Provider does not require such review.

The following are general examples of current Precertification or Preapproval requirements under benefit plans; however these requirements vary by benefit plan and state and are subject to change:

- Hysterectomy;
- nasal surgery procedures;
- bariatric surgery; and
- potentially cosmetic or Experimental/Investigative Services.
Concurrent Review
Concurrent review may be performed while services are being performed. This may occur during an Inpatient Admission 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 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 inpatient admission until after discharge or where medical charts are unavailable at the time of a required concurrent review. Certain services are only reviewed on a retrospective basis.

Prenotification
In addition to the standard utilization reviews outlined above, the Claims Administrator also may determine coverage of certain procedures and other benefits available to Members through Prenotification, as required by the Members’ benefit plan, and discharge planning. Prenotification is advance notification to the Claims Administrator of an inpatient admission or outpatient service where no Medical Necessity review (Precertification or Preapproval) is required, such as maternity admissions/deliveries. Prenotification is primarily used to identify Members for concurrent review needs, to ascertain discharge planning needs proactively, and to identify 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 benefit plan coverage following the Inpatient Admission, such as covered home care, ambulance transport, acute rehabilitation, or Skilled Nursing Facility placement. Discharge planning involves the Claims Administrator’s authorization of post-Hospital Covered 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 those Covered Services. Regardless of the outcome of the Claims Administrator’s selective medical review, there are no coverage penalties applied to the Member.
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 are an externally validated and computer-based system used to assist the Claims Administrator in determining Medical Necessity. These evidence-based, clinical decision support criteria are nationally recognized and validated. Using a model based on evaluating intensity of service and severity of illness, these criteria assist the Claims Administrator’s clinical staff in evaluating the Medical Necessity and appropriateness of coverage based on a Member’s specific clinical needs. Clinical decision support criteria help promote consistency in theClaims Administrator’s plan determinations for similar medical issues and requests, and reduce 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 Hospital Services;
- Inpatient rehabilitation care;
- Home Health Care;
- Durable Medical Equipment; and
- Skilled Nursing Facility Services.

Centers for Medicare and Medicaid Services (CMS) Guidelines

These are a set of guidelines adopted and published by CMS for coverage of services by Medicare and Medicaid for persons who are eligible and have health coverage through Medicare or Medicaid.

The Claims Administrator’s Medical Policies

These are the Claims Administrator’s internally developed set of policies which document the coverage and conditions for certain medical/surgical procedures and ancillary services.

The Claims Administrator’s medical polices may be applied for Covered Services including, but not limited to the following:

- Ambulance;
- Infusion;
- Speech Therapy;
- Occupational Therapy;
- Durable Medical Equipment; and
- Review of potential cosmetic procedures.

The Claims Administrator’s Internally Developed Guidelines

These are a set of guidelines developed specifically by the Claims Administrator, as needed, with input by clinical experts based on accepted practice guidelines within the specific fields and reflecting the Claims Administrator’s medical policies for benefit plan coverage.
DELEGATION OF UTILIZATION REVIEW ACTIVITIES AND CRITERIA

The Claims Administrator delegates its utilization review process to its affiliate, Independence Healthcare Management, a state-licensed utilization review entity. In certain instances, the Claims Administrator has delegated certain utilization review activities, which may include Preapproval, Precertification, 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 a type of benefit or service (such as behavioral health 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 Behavioral Health Services

COORDINATION OF BENEFITS

If a Member or any of their Dependents have other group health insurance coverage which provides benefits for Hospital, medical, or other health expenses, the Member's benefit payments may be subject to Coordination of Benefits (COB). COB refers to the administration of health benefit coverage when a person is covered by more than one group plan. COB provisions:

- Determine which health plan will be the primary payor and which will be the secondary payor;
- Regulate benefit payments so that total payments by all insurers do not exceed total charges for Covered Services;
- Apply to all Member benefits, however, the Claims Administrator will provide access to Covered Services first and apply the applicable COB rules later;
- Allow the Claims Administrator to recover any expenses paid in excess of its obligation as a non-primary payor; and
- Apply to services for the treatment of injury resulting from the maintenance or use of a motor vehicle.

Coordination of Benefits Administration

Determination will be made as to whether the Member is also entitled to receive benefits under any other group health care insurance plan or under any governmental program for which any periodic payment is made by or for the Member, with the exception of student accident plans, group hospital indemnity plans paying $100 per day or less and, if provided under the Member’s Program, coverage for Prescription Drug or vision expenses. If so, the Claims Administrator shall determine whether the other insurer or government plan has primary responsibility for payment. In these cases, the payment under this Program may be reduced or eliminated. The Claims Administrator will provide access to Covered Services first and determine liability later.

If it is determined that this Program is the secondary plan, the Claims Administrator has the right to recover the expense already paid in excess of this Program's liability as the secondary plan. In such cases, only care provided or Referred by the Member’s Primary Care Physician will be covered by this Program as secondary. The Member is required to furnish information and to take such other action as is necessary to assure the rights of the Claims Administrator.
In determining whether this Program or another group health plan has primary liability the following will apply.

- If another plan under which an individual has coverage with does not have a COB provision, that plan will be primary and this Program will be secondary. In order for services to be covered by this Program as secondary, the Member’s care must be provided or Referred by their Primary Care Physician.

- If the other plan does include a Coordination of Benefits or non-duplication provision:
  - The plan which covers an individual as a Subscriber (meaning not a dependent) will be primary. The plan which covers the individual as a dependent will be secondary;
  - If there is a court decree which establishes financial responsibility for the health care expenses of the dependent child, the plan which covers the child as a dependent of the parent with such financial responsibility will be the primary plan;
  - Where both plans cover a child as a dependent, the plan of the parent whose date of birth (excluding year) occurs earlier in the calendar year will be primary (the Birthday Rule). If both parents have the same birthday, the plan covering the parent longer will be primary. If the other plan does not include this provision, the provisions of that plan will determine the order of benefits.
  - If parents are separated or divorced, and no court decree applies, the benefits for the child will be determined as follows:
    - The plan of the parent with custody of the child will be primary;
    - The plan of the spouse of the parent with custody of the child will be secondary;
    - The plan of the parent not having custody of the child will be third;
    - In cases of joint custody, benefits will be determined by the Birthday Rule.
  - Where there is a court decree which establishes financial responsibility for the health care expenses of the child, the plan which covers the child as a dependent of the parent with such financial responsibility will be the primary plan.
  - In cases of joint custody, benefits will be determined by the Birthday Rule as described in the second bulleted item above regarding the "Coordination of Benefits or non-duplication provision".

- The benefits of a plan covering the patient as a laid-off or retired employee or as the Dependent of a laid off or retired employee shall be determined after the benefits of any other plan covering such person as an employee or dependent of such person. If the other plan does not have the rule regarding laid-off or retired employees, and if, as a result, the plans do not agree on the order of benefits, the rule will be ignored.

- Where the determination cannot be made in accordance with the preceding paragraphs, the plan which has covered the patient for the longer period of time will be the primary plan.
Expenses for the treatment of injury arising out of the maintenance or use of a motor vehicle shall be eligible for coverage only to the extent that such benefits are in excess of, and not in duplication of, benefits paid or payable:

- Under a plan or policy of motor vehicle insurance, provided that non-duplication as contained herein is not prohibited by law; or
- Through a program or other arrangement of qualified or certified self-insurance.

The Claims Administrator on behalf of the Group may release to or obtain from any person or organization any information about coverage, expenses and benefits, which may be necessary to determine whether this Program has the primary responsibility of payment. For the purpose of COB, if the Member receives services or supplies available under this Benefit Booklet but such is not provided by nor Referred by the Member’s Primary Care Physician payment will not be made by this Program except as provided under this Benefit Booklet.

Services provided under any governmental program for which any periodic payment is made by or for the Subscriber shall always be the primary plan, except where prohibited by law.

This provision does not apply to an individual health care plan issued to or in the name of the Member.

**SUBROGATION AND REIMBURSEMENT RIGHTS**

By accepting benefits for Covered Services, you agree that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Covered Person pertaining to subrogation and reimbursement. The term Covered Person 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 you 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.

**Subrogation Rights**

Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Covered Person and the Covered Person 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 Covered Person's right to recover from the Responsible Third Party. This means that the Claims Administrator "stands in your shoes" - and assumes your 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 you for medical expenses or paid medical expenses on your 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 you pursue the Responsible Third Party for any recovery.
Reimbursement Rights

If a Covered Person obtains any recovery - regardless of how it's described or structured - from a Responsible Third Party, the Covered Person must fully reimburse the Claims Administrator for all medical expenses that were paid to the Covered Person or on the Covered Person'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, you agree to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by you, or anyone acting on your behalf, from any Responsible Third Party. As a result, you must repay to the Claims Administrator the full amount of the medical expenses that were paid to you or on your 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 Covered Person 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 you (or anyone acting on your behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), you agree to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition you agree to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed you for medical expenses or paid medical expenses on your 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 Covered Person, 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 Covered Person or on the Covered Person's behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Covered Person 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 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 Covered Person 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 Covered Person.

The Claims Administrator is entitled to recover the full amount of the medical benefits paid without
regard to any claim of fault on your part.

Obligations of Covered Person

- Immediately notify the Claims Administrator or its designee in writing if you assert 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 you or your representative - or you or your 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 you receive 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) you or for your 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
  Covered Person.

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
Most claims are filed by Providers in the Claims Administrator’s network. The following applies if the
Member must submit a claim.

Written notice of a claim must be given to the Claims Administrator within 20 days, or as soon as
reasonably possible after Covered Services have been rendered to the Member. Notice given by or on
behalf of the Member to the Claims Administrator that includes information sufficient to identify the Member that received the Covered Services, shall constitute sufficient notice of a claim to the Claims Administrator.

The Member can give notice to the Claims Administrator by calling Customer Service. The telephone number and address of Customer Service can be found on the Member's ID Card. A charge shall be considered Incurred on the date a Member receives the Covered Service for which the charge is made.

Proof of Loss
Claims cannot be paid until a written proof of loss is submitted to the Claims Administrator. Written proof of loss must be provided to the Claims Administrator within 90 days after the charge for Covered Services is Incurred. Proof of loss must include all data necessary for the Claims Administrator to determine benefits. Failure to submit a proof of loss to the Claims Administrator within the time specified will not invalidate or reduce any claim if it is shown that the proof of loss was submitted as soon as reasonably possible, but in no event, except in the absence of legal capacity, will the Claims Administrator be required to accept a proof of loss later than 12 months after the charge for Covered Services is Incurred.

Claim Forms
If a Member (or if deceased, by his/her personal representative) is required to submit a proof of loss for benefits under this Program, it must be submitted to the Claims Administrator on the appropriate claim form. The Claims Administrator, upon receipt of a notice of claim will, within 15 days following the date notice of claim is received, furnish to the Member claim forms for filing proofs of loss. If claim forms are not furnished within 15 days after the giving of such notice, the Member shall be deemed to have complied with the requirements of this subsection as to filing a proof of loss upon submitting, within the time fixed in this subsection for filing proofs of loss, itemized bills for Covered Services as described below. Itemized bills may be submitted to the Claims Administrator at the address appearing on the Member’s ID Card. Itemized bills cannot be returned.

Submission of Claims Forms
For Member-submitted claims, the completed claim form, with all itemized bills attached, must be forwarded to the Claims Administrator at the address appearing on the claim form in order to satisfy the requirement of submitting a written proof of loss and to receive payment for benefits provided under this Program.

To avoid delay in handling Member-submitted claims, answers to all questions on the claim form must be complete and correct. Each claim form must be accompanied by itemized bills showing all of the following information:

- Person or organization providing the service or supply;
- Type of service or supply;
- Date of service or supply;
- Amount charged; and
- Name of patient.

A request for payment of a claim will not be reviewed and no payment will be made unless all the information and evidence of payment required on the claim form has been submitted in the manner described above. The Claims Administrator reserves the right to require additional information and
documents as needed to support a claim that a Covered Service has been rendered.

Timely Payment of Claims
Claims payment for benefits payable under this Program will be processed immediately upon receipt of proper proof of loss.

COMPLAINT AND GRIEVANCE APPEAL PROCESS

RESOLVING PROBLEMS

MEMBER COMPLAINT PROCESS

The Claims Administrator has a process for Members to express complaints. To register a Complaint, Members should call the Member Services Department at the telephone number on the 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. Member appeals may be filed within 180 days of the receipt of a decision from the Claims Administrator stating an adverse benefit determination. An appeal occurs when the Member or, 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 must 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 (Designee), 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
P.O. Box 41820
Philadelphia, PA, 19101-1820
Toll Free 1-888-671-5276
Toll Free Fax 1-888-671-5274 or
Philadelphia Fax: 215-988-6558
Definitions

MEDICAL NECESSITY APPEAL – 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 the exclusions for Experimental/Investigative or cosmetic services.

ADMINISTRATIVE APPEAL – An appeal by or on behalf of a Member that focuses on unresolved member disputes or objections regarding the Claims Administrator decision that concerns coverage terms such as contract exclusions and non-covered benefits, exhausted benefits, claims payment issues, participating or Non-Participating healthcare Provider status, cost sharing requirements, and rescission of coverage (except for failure to pay premiums or coverage contributions). Although an Administrative Appeal may present issues related to Medical Necessity, these are not the primary issues that affect the outcome of the appeal.

PRE-SERVICE REVIEW – A request for benefits that, under the terms of this Program, must be pre-certified or pre-approved (either in whole or in part) before medical care is obtained, in order for coverage to be available. A maximum of 15 days is available for each of the two (2) levels of Internal Review available for a Standard Pre-Service Appeal

POST-SERVICE REVIEW – A request for benefits that is not a Pre-Service request. (Post-Service Reviews concerning claims for services that the Member has already obtained do not qualify for review as Urgent/Expeditied Appeals.) A maximum of 30 days is available for each of the two levels of Internal Review available for a Standard Post-Service Appeals.

URGENT/EXPEDITED/APPEAL – 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 Claims Administrator will notify the Member/Designee of the decision within 72 hours of receipt of the request by the Claims Administrator.

General Information

The Member/Designee may at any time request the aid of a plan employee in preparing the appeal, at no charge. This employee has not participated in the previous decision to deny coverage for the issues in dispute and is not a subordinate of anyone who previously reviewed the file.

The Member/Designee is entitled to a full and fair review. Specifically, at any time during the process, the Member/Designee may submit additional information pertaining to the case, to the Claims Administrator. The Member/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/Designee with any new or additional evidence considered, relied upon, or generated by the plan 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/Designee at no charge.

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

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/Designee may request copies of this information at no charge. The letter explains the scientific or clinical judgment, if applicable, for the determination. The letter also indicates the qualifications of the individual/individuals who decided the appeal and their understanding of the nature of the appeal. The Member/Designee may request in writing, at no charge, the name of the individuals who participated in the decision to uphold the denial.

If the health plan is subject to the requirements of the Employee Retirement Income Security Act (ERISA), following the appeal the Member may have the right to bring civil action under Section 502(a) of the Act.

Changes in Members Grievance Processes: Please note that the Appeals Process described here may change at any time due to changes in the applicable regulations and/or accreditation standards, to improve or facilitate the review process, or to reflect other decisions regarding the administration of the Member Appeals processes for this Program.

All Internal Appeals can be initiated by contacting:

Member Appeals Department
P.O. Box 41820
Philadelphia, PA, 19101-1820
Toll Free 1-888-671-5276
Toll Free Fax 1-888-671-5274

INTERNAL APPEALS

Level One Standard Appeal

The initial request for an internal appeal will be reviewed and the decision completed within the following timeframes for a standard appeal on an Administrative or Medical Necessity Appeal issue:

- Standard Pre-Service service Appeal – within 15 days of receipt of the Appeal request;
- Standard Post-Service service Appeal – within 30 days of receipt of the Appeal request.

An employee of the Claims Administrator, who has had no previous involvement with the case and who is not the subordinate of anyone involved in the previous determination, reviews the internal appeal. A Medical Necessity Appeal is decided by a health professional. This individual holds an active, unrestricted license to practice medicine or another health profession. Additionally, either this individual or an independent consultant is of the same profession and similar specialty that typically manages the care under review.
The Member will be sent written notice of the First Level decision within the timeframe stated above along with a description on how the Member can appeal to the next level.

**Level Two Standard Appeal**

If not satisfied with the First Level decision, the Member/Designee may request a Second Level Appeal within **60 days**. The appeal will be reviewed and the decision completed within the following timeframes for an Appeal on an Administrative or Medical Necessity Appeal issue:

- **Standard Pre-Service Appeal** – within **15 days** of receipt of the appeal request:
- **Standard Post-Service Appeal** – within **30 days** of receipt of the appeal request.

The Member/Designee has the right to present the Member’s Appeal to the Second Level Appeal Committee in person or via conference call. The committee is composed of an employee/employees of the Claims Administrator who have no previous involvement with the case and are not subordinates of anyone previously involved with the case. For Medical Necessity reviews, at least one of these individuals is a Plan Medical Director who holds an active, unrestricted license. Second Level Appeal Committee meeting is a forum where Members/Designees each have an equal amount of time to present their issues in an informal setting that is not open to the public. Two other people may accompany the Member/Designee, unless the Member receives prior approval from the Claims Administrator for additional assistance due to special circumstances. Members of the press may only attend in their personal capacity as a Member’s representative. Members/Designees may not audiotape, videotape, or transcribe the committee proceedings. The Claims Administrator will contact the Member/Designee to schedule the Committee meeting for the Standard Appeal. The Appeal review may also occur based on the Appeal record without the Member’s participation if he/she does not want to participate or repeated attempts to schedule the Member’s participation fail. Written notice of the second level decision will be sent within the timeframes stated above.

The second level decision is the final standard level of internal appeal. The external review process for both Medical Necessity and Administrative Appeals is described under the section entitled “External Standard and Expedited Reviews” below.

**Urgent/Expedited Appeals**

If the case involves an urgent condition, the Member/Designee may request an Urgent/Expedited Internal Appeal. The Internal Appeal mirrors the process described under the “Level Two Standard Appeal” above.

A determination is made and the Member/Designee is notified within **72 hours** of receipt of the Urgent/Expedited request by the Claims Administrator. Additionally, the Claims Administrator sends written notification to the Member/Designee within **three calendar days** of the verbal decision.

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 Urgent/Expedited Appeal Process.
Additional Appeal rights for both Medical Necessity and Administrative Appeals are described below under “External Standard and Expedited Reviews.”
EXTERNAL STANDARD AND URGENT/EXPEDITED REVIEWS

If the Member/Designee is not satisfied with the decision of the Internal Standard Second Level or Urgent/Expedited Appeal, the Member/Designee may file an external review—Standard or Expedited—as described below for either an Administrative or Medical Necessity issue. Both types of external review are submitted to Independent Review Organizations (IROs).

External Standard Review

The Member/Designee may request an external review by an IRO by calling or writing to the Claims Administrator within **180 calendar days** of receipt of the Internal Appeal decision letter. The Member/Designee is not required to pay any of the costs associated with the external review.

The Member/Designee is sent written confirmation of receipt of his/her external review request from the Claims Administrator within **five business days** of receipt of the request. This confirmation includes the name and contact information for the Claims Administrator staff person assigned to facilitate the processing of the Member’s Appeal and information on the IRO assignment. Information on the IRO assignment identifies the assigned IRO by name and states the qualifications of the individual who reviews the appeal.

Whenever possible, the IRO assigned to the external review request, is a different organization than the one that supplied the same/or similar specialty review for the internal Appeal process. The individual appointed by the IRO to review the Member’s external review, has not been previously involved in any aspect of decision-making on the appeal, nor are they a subordinate of any previous decision-maker.

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. When a conflict of interest is raised or another material objection is recognized, the Claims Administrator assigns a new IRO and/or requires the assigned IRO to appoint a new reviewer. This reviewer is not the same person who served as a matched specialist for the internal appeal process, nor a subordinate of that person. If the Member/Designee feels that a conflict exists, he/she should call or write the contact person listed on the acknowledgement letter from the Claims Administrator no later than **two business days** from receipt of the acknowledgment letter from the Claims Administrator.

Within **15 calendar days** of receipt of the Member’s request, the Claims Administrator sends the Member/Designee and the IRO, a letter listing all documents forwarded to the IRO. These documents include copies of all information submitted for the Internal Appeal process, as well as any additional information that the Member/Designee or the Claims Administrator may submit. If the Member wishes to submit additional information for consideration by the IRO, he should do so within **ten calendar days** of the Member’s request for an external review.

The Claims Administrator does not interfere with the IRO’s proceedings or appeals decisions. The IRO conducts a thorough review in which it considers all previously determined facts, allows the introduction of new information considers and assesses sound medical evidence, and makes a decision that is not bound by the decisions or conclusions of the Internal Appeal process.

The IRO makes its final decision within **30 calendar days** of receipt of the Member’s request by the
Claims Administrator and simultaneously issues its decision in writing to the Member or Designee and to the Claims Administrator. The established deadline for a decision from the IRO may only be exceeded for good cause when a reasonable delay for a specific period is acceptable to the Member or Designee. If the decision of the IRO is that the services are covered, the Claims Administrator authorizes the service and/or pays the claims. The Member/Designee is notified in writing of the time and procedure for claim payment or approval of the service in the event of an overturn of the Member’s Internal Appeal. The Claims Administrator implements the IRO’s decision within the time period, if any, specified by the IRO.

The external review decision is binding on the Claims Administrator.

**External Urgent/ Expedited Review**

The Member/Designee may request an external review for urgent/expedited situations through an IRO. The Member or designee is not required to pay any of the costs associated with the external review.

With the exception of time frames, the Urgent/Expedited External Review mirrors the process described above under the External Standard Review.

Within **24 hours** of receipt of the Member’s request for an Urgent/Expedited Review, the Claims Administrator confirms the request and faxes the request to the assigned IRO. During this time, the Claims Administrator also forwards to the IRO, by secure electronic transmission or overnight delivery, all information submitted in the Internal Appeal Process and any additional information that the Member, Designee, or the Claims Administrator wishes to submit to the IRO.

The IRO makes a decision and simultaneously notifies the Member/Designee and the Claims Administrator in writing within **48 hours** of receipt of all relevant documentation. The decision letter identifies the assigned IRO by name and states the qualifications of the individual that the IRO appoints to review the external review.

The time period for issuing the final decision on the Urgent/Expedited Review can be extended for **five calendar days** for good cause when such a delay is acceptable to the Member or his authorized representative.

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 appeal. The Claims Administrator implements the IRO’s decision within the time period, if any, specified by the IRO.

The external review decision is binding on the Claims Administrator.
OTHER COVERAGE

- **Worker’s Compensation**
  Any benefits provided by Worker’s Compensation are not duplicated by this Program.

- **Medicare**
  Any services paid or payable by Medicare when Medicare is:
  
  - Primary; or
  - Would have been primary if the Member had enrolled for Medicare, are not duplicated by this Program. For working Members over age 65, the primary payor will be determined in accordance with TEFRA or existing regulations regarding Medicare reimbursement.

NOTE: For more information regarding other coverage, see "Coordination Of Benefits" and "Subrogation".

INDEPENDENT CORPORATION

The Administrative Services Only Agreement ("Agreement"); is between the Group and Keystone. Keystone provides access to a network of health care providers. Keystone is a controlled affiliate of Independence Blue Cross operating under a license from Blue Cross and Blue Shield Association (the “Association”), which is a national association of independent Blue Cross and Blue Shield Plans throughout the United States. Although all of these independent Blue Cross and Blue Shield Plans operate from a license with the Association, each of them is a separate and distinct corporation. The Association allows Keystone to use the familiar Blue Cross and Blue Shield words and symbols. Keystone, which is entering into the contract, is not contracting as an agent of the national Association. Keystone shall be liable to the Enrollee only for those obligations stated under the Agreement. This paragraph does not add any obligations to the Agreement.

If the Member has questions about any of the information in this Benefit Booklet, or needs assistance at any time, please feel free to contact Customer Services by calling the telephone number shown on the Member’s ID Card.
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.

Administrative Services Only Agreement
The agreement for Administrative Services entered into between: The Group and the Claims Administrator whereby the Group has requested that the Claims Administrator provide certain services, in connection with this Program.

These services include:
- Administrative services;
- Claims services; and
- Managed care services.

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.

Alcohol Or Drug Abuse And Dependency Treatment Facility
A facility which is licensed by the Department of Health as an alcoholism or drug addiction treatment program that is primarily engaged in providing Detoxification and rehabilitation treatment for Alcohol Or
Drug Abuse And Dependency.

**Allowed Amount**
This refers to the basis on which a Member's Deductibles, Coinsurance, Out-of-Pocket Maximum and benefits are calculated.

- For services provided by a Participating Facility Provider, the term "Allowed Amount" means the lesser of the actual charge and the amount paid by the Claims Administrator under a special pricing arrangement with Participating Facility Provider(s) unless the a Participating Facility Provider's contractual arrangement with the Claims Administrator provides otherwise.

- For services provided by a Participating Professional Provider, "Allowed Amount" is the Claims Administrator’s fee schedule amount.

- For services provided by Participating Ancillary Providers, "Allowed Amount" means the amount that the Claims Administrator has negotiated with the Participating Ancillary Provider as total reimbursement for the Covered Services.

**Alternative Therapies/Complementary Medicine**
A group of diverse medical and health care systems, practices, and products which, at this time, are not considered to be part of conventional medicine.

This is based on the definition from *The National Institute of Health's National Center for Complementary and Alternative Medicine (NCCAM)*.

The NCCAM groups these therapies into the following five classifications:

- Alternative medical systems. (For example, homeopathy, naturopathy, Ayurveda, traditional Chinese medicine).
- Mind-body interventions: A variety of techniques designed to enhance the mind's capacity to affect bodily function and symptoms. (For example, meditation, prayer, mental healing, and therapies that use creative outlets such as art, music, or dance).
- Biologically based therapies. The use of natural substances such as herbs, foods, vitamins, or nutritional supplements to prevent and treat illness. (For example, macrobiotics, megavitamin therapy).
- Manipulative and body-based methods. (For example, massage, equestrian/hippotherapy).
- Energy therapies: Therapies involving the use of energy fields. They are of two types:
  - Biofield therapies: Therapies that are intended to affect energy fields that some claim surround and penetrate the human body. This includes forms of energy therapy that manipulate biofields by applying pressure and/or manipulating the body by placing the hands in, or through, these fields. (For example, Qi Gong, Reiki, and therapeutic touch).
  - Bioelectromagnetic-based therapies: Therapies involving the unconventional use of electromagnetic fields. (For example, pulsed fields, magnetic fields, or alternating-current or direct-current fields).
**Ambulatory Surgical Facility**
An approved Facility Provider where the Member goes to have Surgery on an Outpatient basis, instead of having to be admitted to 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
- 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.

**Annual Benefit Maximum**
- The maximum amount of benefits provided to a Member in each Benefit Period.
- This amount is shown in the *Schedule of Covered Services*.
- It does not include the amount the Member pays for Covered Services in the form of:
  - Copayments;
  - Coinsurance; and/or
  - Deductibles.

**Artificial Insemination**
The medical process of helping a woman become pregnant by:

- Taking sperms from a male partner or donor;
- Inserting these sperms into a woman’s vagina or uterus;
Taking the above steps, without there needing to be any physical contact between the man and the woman. The process includes simple sperm preparation, sperm washing and/or thawing.

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

Away From Home Care Coordinator
The staff whose functions include assisting members with registering as a Guest Member for Guest Membership Benefits under the Away From Home Care Program.

Away From Home Care Program
A program, made available to independent licensees of the Blue Cross Blue Shield Association, that provides Guest Membership Benefits to Members registered for the Program while traveling out of Keystone’s Service Area for an extended period of time. The Away From Home Care Program offers portable HMO coverage to Members traveling in a Host HMO Service Area. Registration for Guest Membership Benefits under the Away From Home Care Program is coordinated by the Away From Home Care Coordinator.

Benefits Administrator
The person or entity designated by the Group to perform specific responsibilities, including but not limited to, administrative and reporting activities associated with this Program, such as:
- Assisting Members with their questions;
- Notifying the Claims Administrator of new Members;
- Notifying the Claims Administrator of enrollment changes in information, such as:
  - Changes in marital status;
  - Changes in address;
  - Changes in eligibility for Medicare.

Note: The Benefits Administrator is not the Claims Administrator.

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 nurse midwife.
BlueCard Program
A program that enables Members obtaining health care services while traveling outside the Keystone Service Area to receive all the same benefits of their Program and access to BlueCard Traditional Providers and savings. The program links participating health care providers and the independent Blue Cross and Blue Shield Licensees across the country and also to some international locations through a single electronic network for claims processing and reimbursement.

Brand Name Drug
A single source, FDA approved drug manufactured by one company for which there is no FDA approved substitute available. The term “Brand Name Drug” shall also mean devices known as spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines.

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 enteroostomal 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 Rehabilitative Therapy**

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 Claims Administrator's fee schedule amount for Covered Services (such as 20%). The Coinsurance percentage is listed in the *Schedule of Covered Services*.

**Compendia**

Compendia are reference documents used by the Claims Administrator to determine if a Prescription Drugs 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**

A dispute or objection regarding coverage, including:

- Exclusions and non-Covered Services under the Program;
- Participating or Non-Participating Providers’ status; or
- The operations or management policies of the Claims Administrator.
This definition does not include:

- A Grievance appeal (Medical Necessity appeal); or
- Disputes or objections that were resolved by the Claims Administrator and did not result in the filing of a Complaint appeal (written or oral).

**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.

**Controlled Substance**
Any medicinal substance as defined by the Drug Enforcement Administration which requires a Prescription Order in accordance with the Controlled Substance Act – Public Law 91-513.

**Coordination of Benefits (COB)**
A provision that is intended to avoid claims payment delays and duplication of benefits, when a person is covered by two or more Group plans that provide benefits or services for medical, dental or other care or treatment.

- It avoids claims payment delays by establishing an order in which plans pay their claims, and by providing the authority for the orderly transfer of information needed to pay claims promptly.
- It avoids duplication of benefits by permitting a reduction of the benefits of a plan when, by the Rules established by this provision, that plan does not have to pay benefits first.
- This provision does not apply to:
  - Student accident plans paying $100 per day or less; or
  - Group hospital indemnity plans paying $100 per day or less.

**Copayment**
A specified dollar amount that is applied to a specific Covered Service for which the Member is responsible per Covered Service. Copayments, if any, are identified in the *Schedule of 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 his 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.

Decision Support
Services that help members make well-informed decisions about health care and support their ability to follow their Participating Provider's treatment plan. Some examples of support services are:

- Major treatment choices; and
- Every day health choices.

Dependent
An individual, who relies on the Member for some level of aid and support and:

- Who resides in the Service Area;
- For whom Medicare is not primary pursuant to any federal or state regulation, law or ruling;
- Who is enrolled under the Claims Administrator coverage; and
Who meets all of the eligibility requirements established by the Group and the Claims Administrator as described in the Eligibility section of the General Information section of this Benefit Booklet.

**Designated Provider**
A Participating Provider with whom the Claims Administrator has contracted the following outpatient services:

- Certain rehabilitation Therapy Services (other than Speech Therapy);
- Diagnostic radiology services for Members age five or older; or
- Laboratory and pathology tests.

The Member’s Primary Care Physician will provide a Referral to the Designated Provider for these services.

**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.

**Disease Management**
An approved program designed to identify and help people, who have a particular chronic disease, to stay as healthy as possible

- Disease Management programs use a population-based approach to:
  - Identify Members who have or are at risk for a particular chronic medical condition;
  - Intervene with specific programs of care; and
  - Measure and improve outcomes.

- Disease Management programs use evidence-based guidelines to:
  - Educate and support Members and PCP's and Participating Professional Providers;
  - Matching interventions to Members with greatest opportunity for improved clinical or functional outcomes.

To assist Members with chronic disease(s), Disease Management programs may employ:
– Education;
– Provider feedback and support statistics;
– Compliance monitoring and reporting; and/or
– Preventive medicine.

- Disease Management interventions are intended to both:

– Improve delivery of services in various active stages of the disease process; as well as to reduce/prevent relapse or acute exacerbation of the condition.

**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.

**Drug Formulary**

A Drug Formulary is a listing of Prescription Drugs preferred for use. This list shall be subject to periodic review and modification by the Claims Administrator. Covered Drugs not listed in the Drug Formulary shall be subject to the Non-Formulary Drug cost share.

**Durable Medical Equipment (DME)**

Equipment that meets the following criteria:

- It is durable. (This is an item that can withstand repeated use.)
- It is medical equipment. (This 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.

Elective Abortion
Is a voluntary termination of pregnancy other than one which is necessary to prevent the death of a woman, or to terminate a pregnancy that was caused by rape or incest.

Emergency Services (Emergency)
Any health care services provided to a Member after the sudden onset of a medical condition. The condition manifests itself by 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 health of the Member in serious jeopardy; or
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency transportation and related Emergency Service provided by a licensed ambulance service shall constitute an Emergency Service.

Employee
An individual of the Group contracting with the Claims Administrator and:

- Who meets the eligibility requirements for enrollment;
- Who, at enrollment, is specified as meeting the eligibility requirements; and
- In whose name the Identification Card is issued.

Enrollment/Change Form
The properly completed, written request for enrollment for Program membership:

- Submitted in a format provided by the Claims Administrator; and
- Together with any amendments or modifications to that written request.

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
A drug, biological product, device, medical treatment or procedure which meets any of the following criteria:

- Is the subject of ongoing clinical trials;
- Is the research, experimental, study or investigational arm of an on-going 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.

A drug will not be considered Experimental/Investigative if it has received final approval by the U.S. Food and Drug Administration (FDA) to market with a specific indication for the particular diagnosis or condition present. Any other 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 the drug for another diagnosis or condition shall require that one or more of the established referenced Compendia identified in the Health Benefit Plan’s policies recognize the usage as appropriate medical treatment.

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

- Reliable Evidence demonstrates that the biological product, device, medical treatment or procedure has a definite positive effect on health outcomes.
- Reliable Evidence demonstrates that the biological product, device, medical treatment or procedure leads to measurable improvement in health outcomes; That is., the beneficial effects outweigh any harmful effects.
- Reliable Evidence clearly demonstrates that the biological product, device, medical treatment or procedure 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 biological product, device, medical treatment or procedure 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.
**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.

**Follow-Up Care**
Care scheduled for Medically Necessary follow-up visits that occur while the Member is away from home.

- Follow-Up Care is provided only for urgent ongoing treatment of an illness or injury that originates while the Member is still at home. An example is Dialysis.
- Follow-Up Care must be Preapproved by the Member’s Primary Care Physician prior to traveling.

This service is available through the BlueCard Program for temporary absences (less than 90 consecutive days) from the Keystone’s Service Area.

**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.

**Generic Drug**
Pharmacological agents approved by the FDA as a bioequivalent substitute and manufactured by a number of different companies as a result of the expiration of the original patent.
**Grievance**
A request by the Member or a health care Provider with the written consent of the Member to have the Claims Administrator reconsider a decision made to deny coverage for a service or a supply solely concerning the Medical Necessity or appropriateness of a health care service.

The request for reconsideration:

- Can be made by a Member;
- Can also be made by a health care Provider, on the Member’s behalf, with the Member’s written consent; and
- Is made to have the Claims Administrator reconsider a decision, solely based on the Medical Necessity or appropriateness of a health care service.

This definition does not include:

- A Complaint appeal; and
- Disputes or objections regarding Medical Necessity that were resolved by the Claims Administrator, and did not result in the filing of a Grievance appeal (written or oral).

**Group**
The entity which established, sponsors, and/or maintains a welfare benefit plan for the purpose of providing health insurance benefits to plan Members or their beneficiaries, and which, on behalf of the welfare benefit plan, has agreed to remit payments to the Claims Administrator and to receive, on behalf of the enrolled Members, any information from the Claims Administrator related to the benefits provided to enrolled Members pursuant to the terms of the Administrative Services Only Agreement.

**Guest Member**
A Member who has a pre-authorized Guest Member registration in a Host HMO Service Area for a defined period of time.

After that period of time has expired the Member must again meet the eligibility requirements for Guest Membership Benefits, under the Away From Home Care Program and re-enroll as a Guest Member to be covered for those benefits.

A Subscriber’s eligible Dependent may register as a ‘Student Guest Member.’

- The Dependent must be a student residing outside the Claims Administrator’s Service Area and inside a Host HMO Service Area.
- The Dependent student must not be residing with the Subscriber and must be residing in a Host HMO Service Area.

**Guest Membership (Guest Membership Program)**
A program that provides Guest Membership Benefits to Members while traveling out of the Keystone’s Service Area for a period of at least 90 consecutive days.

**Guest Membership Overview**
- Guest Membership Benefits provide coverage for a wide range of health care services.
The Guest Membership Program offers portable HMO coverage to Members of plans contracting in the Claims Administrator’s network.

- Services provided under the Guest Membership Program are coordinated by the Guest Membership Coordinator.
- Guest Membership is available for a limited period of time.

The Guest Membership Coordinator will confirm the period for which a Member is registered as a Guest Member.

**Guest Membership Benefits**
Benefits available to Members while traveling out of Keystone’s Service Area, for a period of at least 90 consecutive days

- Guest Membership Benefits provide coverage for a wide range of health care services.
- Members can register for Guest Membership Benefits available under the Away From Home Care Program, by contacting the Away From Home Care Coordinator.
- The Away From Home Care Coordinator will also confirm the period for which the Member is registered as a Guest Member, since Guest Membership Benefits are available for a limited period of time.

**Guest Membership Coordinator**
The staff that assists Members with registration for Guest Membership, and provides other assistance to Members while Guest Members.

**Hearing Aid**
A Prosthetic 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.

**Home Health Care Provider**
A licensed Provider that provides home health care Covered Services to Members. Services are provided:

- On an intermittent basis in the Member’s Home;
- In accordance with an approved home health care Plan Of Treatment; and
- Based on an agreement entered into with the Claims Administrator.

**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 above:

- A child
- An unlicensed driver; or
- An individual who cannot drive.

**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.

**Hospice Provider**
Licensed Provider that is primarily engaged in providing care to terminally ill people whose estimated survival is six months or less.

Hospice Care is primarily comfort care and includes:

- Relief of pain;
- Management of symptoms; and
- Supportive services that will help the Member cope with a terminal illness rather than cure it.
Covered Services to be provided by the Hospice Provider include Home Hospice and/or Inpatient Hospice services that have been referred by the Member’s Primary Care Physician and Preapproved by the Claims Administrator.

**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 Health Benefits Plan, 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 provision of rehabilitation care;
  - Place for treatment of pulmonary tuberculosis;
  - Place for rest;
  - Place for aged;
  - Place for treatment of Mental Illness;
  - Place for treatment of Alcohol or Drug Abuse;
  - Place for provision of Hospice care.

**Hospital-Based Provider**

A Physician who provides Medically Necessary services in a Hospital or other Participating 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 Participating 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 Participating Facility, they are not considered Hospital-Based Providers.
Hospital Services
Health care services that (except as limited or excluded herein) are all of the following:

- Are acute-care Covered Services, provided in a Hospital, which are Referred by the Member’s Primary Care Physician or provided by the Member’s Referred Specialist and Preapproved by the Claims Administrator where required; and
- Are listed in the Description of Covered Services.

Host HMO
The contracting HMO through which a Member can receive Away From Home Care Covered Services as a Guest Member when traveling in the Host HMO Service Area.

Host HMO Service Area
Host HMO’s approved geographical area within which the Host HMO is approved to provide access to Covered Services.

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;
- Mother-in-law, father-in-law;
- Sister-in-law, brother-in-law;
- Daughter-in-law, son-in-law.

Immunizations
Medication that helps protect a person from certain infections. All Immunizations must conform to the standards set by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention.

Coverage for routine Immunizations is provided for adult and pediatric Members (limited to Members under 21 years of age).

For routine immunizations, the Claims Administrator provides coverage for:

- The administration of the Immunization, and
- The agent used for Immunization.

The Claims Administrator does not provide coverage for:

- Employment-related Immunizations;
- Travel-related Immunizations; and
- Immunizations that are not recommended by the ACIP.
ACIP Immunization schedules can be found at: http://www.cdc.gov/vaccines/schedules/index.html
**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.

**Independent Review Organization (IRO)**
An entity qualified by applicable licensure and/or accreditation standards to act as the independent decision maker on external Grievance appeals requiring evaluation of issues related to Medical Necessity and appropriateness of a Participant’s request for Covered Services. The HMO arranges for the availability of IROs and assigns them to external Grievance appeals. IROs are not corporate affiliates of the HMO.

**Infertile Condition (Infertility or Infertile)**
The condition of a healthy male or female who is unable to conceive or produce conception after a one year period of unprotected sexual intercourse, or six months for women who are 35 years of age or older.

**Infertility Program**
A program administered by the Claims Administrator which consists of:

- The evaluation of Infertile members in order to determine the appropriate Infertility treatment;
- Determination of eligibility for the Infertility Program;
- Referral by the Primary Care Physician and Preapproval to receive Assisted Fertilization Techniques.

**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
Treatment received as a bed patient in a:

- Hospital
- Rehabilitation Hospital
- Skilled Nursing Facility; or
- Participating Facility Provider that is a Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider

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.

Keystone Health Plan East, Inc. ("Keystone" or "The Claims Administrator")
A health maintenance organization providing access to comprehensive health care to Members.

Licensed Clinical Social Worker
A social worker who has:

- 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 Condition
For Qualifying Clinical Trials this means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.
Limitations
The maximum number of Covered Services that are eligible for coverage.

- The maximum number of Covered Services can be measured as:
  - Hours;
  - Visits;
  - Days; or the
  - Dollar amount.

- Limitations may vary depending on the type of program and Covered Services provided. Limitations, if any, are identified in the *Schedule of Covered Services*.

Limiting Age for Dependents
The age as shown below, at which a Dependent child is no longer eligible as a Dependent under the Subscriber’s coverage. A Dependent child shall be removed from the Subscriber's coverage on the first of the month following the month in which the Subscriber's Dependent child reaches the Limiting Age for Dependents.

The Limiting Age for Dependents is: 26

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.

Masters 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 care and Serious Mental Illness health care.

Medical Care
Services rendered by a Participating Professional Provider for the treatment of an illness or injury. These are services that must be rendered within the scope of their license.
Medical Director
A Physician designated by the Claims Administrator to:

- Design and implement quality assurance programs; and
- Monitor utilization of health services by Members.

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

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.

Medical Screening Evaluation
An examination and evaluation within the capability of the Hospital’s emergency department, including ancillary services routinely available to the emergency department, performed by qualified personnel.

Medical Technology Assessment
The review and evaluation of available clinical and scientific information from expert sources. These sources include, and are not limited to:

- Publications from government agencies;
- Peer-reviewed journals;
- Professional guidelines;
- Regional and national experts;
- Clinical trials; and
- Manufacturers’ literature.

The Claims Administrator uses the technology assessment process to assure that new drugs, procedures or devices are safe and effective before approving them as a Covered Service.

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.
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;
  - The views of Physicians practicing in relevant clinical areas; and
  - Any other relevant factors.

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

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.
- The benefit limits for Mental Illness, Serious Mental Illness, are separate and not cumulative.

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-Participating Provider**
A Facility Provider, Professional Provider, Ancillary Service Provider that is NOT a member of the Claims Administrator’s network.

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

**Office Visits**
Covered Services provided in the Physician’s office and performed by or under the direction of:

- The Primary Care Physician; or
- A Participating Professional Provider.

**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 Participating Professional 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.

**Outpatient Mental Health Care**

**Outpatient Serious Mental Illness Health Care**

**Outpatient Alcohol Or Drug Abuse And Dependency Treatment (Outpatient Treatment)**
The provision of medical, nursing, counseling or therapeutic Covered Services:

- On a planned and regularly scheduled basis;
- At a Participating Facility Provider licensed by the Department of Health as:
  - An Alcohol Or Drug Abuse And Dependency treatment program; or
  - Any other mental health or Serious Mental Illness therapeutic modality, designed for a patient or Member who does not require care as an Inpatient.

- Outpatient Treatment includes: Care provided under a Partial Hospitalization program or an Intensive Outpatient Program. Each Outpatient visit or session is subject to:
  - The applicable Outpatient Mental Health Care Visits/Sessions cost sharing;
– Outpatient Serious Mental Illness Health Care Visits/Sessions cost sharing; or
– Outpatient Alcohol Or Drug Abuse And Dependency Treatment Visits/Sessions cost sharing.

Partial Hospitalization
Medical, nursing, counseling or therapeutic services that are:
- Provided on a planned and regularly scheduled basis in a Hospital or Facility Provider,
- 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.

Participating Facility Provider
A Facility Provider that is a member of the Claims Administrator’s network.

Participating Professional Provider
A Professional Provider who is a member of the Claims Administrator’s network.

Participating Provider
A Facility Provider, Professional Provider, or Ancillary Services Provider with whom the Claims Administrator has contracted directly or indirectly and, where applicable, is Medicare certified to render Covered Services. This includes, but is not limited to:

- **Primary Care Physician (PCP)**
  A Participating Provider selected by a Member who is responsible for providing all primary care Covered Services and for authorizing and coordinating all covered Medical Care, including Referrals for Specialist Services.

- **Referred Specialist**
  A Provider who provides Covered Specialist Services within his/her specialty and upon Referral from a Primary Care Physician. In the event there is no Participating Provider to provide the specialty or subspecialty services, Referral to a Non-Participating Provider will be arranged by the Member’s Primary Care Physician with Preapproval by the Claims Administrator. See **Access To Primary, Specialist, and Hospital Care** in the **General Information** section for procedures for obtaining Preapproval for use of a Non-Participating Provider.

  A Referred Specialist also includes Participating Professional Providers that provide the following designated services without a Referral:

  - Care from a Participating obstetrical/gynecological specialist; and
  - Dialysis.

For the following Outpatient services, the Referred Specialist is the Member’s Primary Care Physician’s Designated Provider:

- Certain rehabilitation Therapy Services (other than Speech Therapy);
- Certain diagnostic radiology services for Members are age five or older; or
- Laboratory and pathology tests. The Member’s Primary Care Physician will provide a Referral to the Designated Provider for these services.
- **Obstetricians and Gynecologists**
  A Participating Provider selected by a female Member who provides Covered Services without a Referral. All non-facility obstetrical and gynecological Covered Services are subject to the same Copayment that applies to Office Visits to the Member’s PCP.

  Participating obstetricians and gynecologists have the same responsibilities as Referred Specialists. For example, seeking Preapproval for certain services.

  Similarly, just as the Member has the right to designate a Referred Specialist as the Member’s PCP, the Member may designate a participating obstetrician or gynecologist as the Member’s PCP.

- **Participating Hospital**
  A Hospital that has contracted with the Claims Administrator to provide Covered Services to Members.

- **Durable Medical Equipment (DME) Provider**
  A Participating Provider of Durable Medical Equipment that has contracted with the Claims Administrator to provide Covered Supplies to Members.

- **Behavioral Health/Alcohol Or Drug Abuse And Dependency Provider**
  A Provider in a network made up of professionals and facilities contracted by a behavioral health management company on the Claims Administrator’s behalf to provide behavioral health/Alcohol Or Drug Abuse And Dependency Covered Services for the treatment of Mental Illness, Serious Mental Illness and Alcohol Or Drug Abuse And Dependency, (including Detoxification) to Members. Licensed Clinical Social Workers and Masters Prepared Therapists are contracted to provide Covered Services for treatment of mental health care and Serious Mental Illness only.

- **Hospice Provider**
  A licensed Participating Provider that is primarily engaged in providing pain relief, symptom management, and supportive services to a terminally ill Member with a medical prognosis of six months or less.

**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.

**Pharmacy and Therapeutics Committee**
A group composed of health care professionals with recognized knowledge and expertise in:
Clinically appropriate prescribing, dispensing and monitoring of Outpatient drugs or drug use review, evaluation and intervention.
The membership of the committee consists of at least two-thirds licensed and actively practicing Physicians; and Pharmacists and shall consist of at least one Pharmacist.
Physician
A person who is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.), and is licensed and legally entitled to practice medicine in all its branches, perform Surgery and dispense drugs.

Plan Administrator
The person or entity that has discretionary authority or responsibility to control and manage the operation and administration of the Program, as provided in the documents establishing the Program, in accordance with Employee Retirement Income Security Act (ERISA). The Claims Administrator is not the Plan Administrator.

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.

Preapproved (Preapproval) (Medical)
The approval which the Primary Care Physician or Referred Specialist must obtain from the Claims Administrator to confirm the Claims Administrator coverage for certain Covered Services. Such approval must be obtained prior to providing Members with Covered Services or Referrals. Approval will be given by the appropriate Claims Administrator staff, under the supervision of the Medical Director. If the Primary Care Physician or Participating Professional Provider is required to obtain a Preapproval, and provides Covered Services or Referrals without obtaining such Preapproval, the Member will not be responsible for payment. Preapproval is not required for a maternity Inpatient Admission. To access a complete list of services that require Preapproval, log onto www.ibx.com, or the Member can call Customer Service at the phone number listed on the Member’s ID card to have the list mailed to the Member.

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.

Prescribe or Prescribed
To write or give a Prescription Order.

Prescription Drug
A Legend Drug or Controlled Substance, which:

- Has been approved by the Food and Drug Administration (FDA) for a specific use; and
- Can, under federal or state law, be dispensed only pursuant to a Prescription Order.
To find out if the Member’s Prescription Drug has been approved by the Claims Administrator:

- Call Customer Service at the telephone number shown on the Member’s ID Card; or
- Ask the Member’s Primary Care Physician to call Provider Services.

**Prescription Order (Prescription Order Or Refill)**

The authorization for:

- A Prescription Drug, or
- Services or supplies prescribed for the diagnosis or treatment of an illness, which are issued by a Primary Care Physician or Referred Specialist who is duly licensed to make such an authorization in the ordinary course of his or her professional practice.

**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 licensed, where required, and performing services within the scope of such licensure. The Professional Providers are:

- Audiologist;
- Behavioral Specialist;
- Certified Registered Nurse;
- Chiropractor;
- Dentist;
- Independent Clinical Laboratory;
- Licensed Clinical Social Worker;
- Master’s Prepared Therapist;
- Nurse Midwife;
- Optometrist;
- Physical Therapist;
- Physical;
- 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.

**Prosthetic Devices**

Devices (except dental Prosthetics Devices), 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**

Any health care institution, practitioner, or group of practitioners that are licensed to render health care services including, but not limited to:

- Physician;
- Skilled Nursing Facility;
- Group of Physicians;
- Rehabilitation Hospital;
- Allied health professional;
- Birthing facility; or
- Certified nurse midwife;
- Home Health Care Provider.
- Hospital;
- Psychiatric Hospital

In addition, for Mental Health Care and Serious Mental Illness services only, the following are authorized to render mental health care services and are also considered Providers:

- Licensed Clinical Social Worker; and
- Masters Prepared Therapist.

**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 he practices; 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 in 1-4 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.

Referred (Referral)
Electronic documentation from the Member’s Primary Care Physician that authorizes Covered Services to be rendered by:

- A Participating Provider or group of Providers; or
- The Provider specifically named on the Referral.

Referred care includes all services provided by a Referred Specialist.

Referrals to Non-Participating Providers must be preapproved by the Claims Administrator.

A Referral:

- Must be issued to the Member prior to receiving Covered Services; and
- Is valid for 90 days from the date of issue for an enrolled Member.

For procedures for obtaining Preapproval for use of a Non-Participating Provider see Access To Primary, Specialist And Hospital Care in the General Information section.
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.

Respite Care
Respite care is temporary care that relieves the family and/or caretaker(s) of a Member who is receiving Hospice care. Respite care generally takes place in a Skilled Nursing Facility (SNF).
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;
  - Minor burns;
  - Ear, eye or sinus infection;
  - Skin infections or rashes; and
  - Allergies;
  - Pregnancy testing.

Rider
A legal document which modifies the protection of the Administrative Services Only Agreement and this Benefit Booklet either by:

- Expanding, decreasing or defining benefits; or
- Adding or excluding certain conditions from coverage under the Contract and this Benefit Booklet.

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 by means of a syringe and needle; and
- Can be administered safely and effectively by the patient or 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 Statistic 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 Behavioral Health/Alcohol or Drug Abuse and Dependency Provider.

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

Service Area
The geographical area within which the Claims Administrator is approved to provide access to Covered Services.

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.

**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 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.
- Access to the drug may be limited.

The Claims Administrator reserves the right to determine which Specialty Drug vendors and/or healthcare 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

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 Participating Professional Provider.

**Standing Referral (Standing Referred)**
Electronic documentation from the Claims Administrator that authorizes Covered Services for: A life-threatening, degenerative or disabling disease or condition.

- The Covered Services will be rendered by the Referred Specialist named in the electronic documentation.
  - The Referred Specialist will have clinical expertise in treating the disease or condition.

- A Standing Referral must be issued to the Member prior to receiving Covered Services.
  - The Member, the Primary Care Physician and the Referred Specialist will be notified in writing of the length of time that the Standing Referral is valid.
  - Standing Referred Care includes all primary and Specialist Services provided by that Referred Specialist.

**Subscriber**
The person who is eligible and is enrolled for coverage.

**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 Member’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 healthcare 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 healthcare 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 (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:
    - Strength;
    - Mobility (or, Ambulation);
    - 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.

  Multidisciplinary treatment which combines Physical Therapy with an educational process directed at stabilizing pulmonary diseases and improving functional status.

- **Radiation Therapy**  
  The treatment of disease by any of the following, regardless of the method of delivery:
  - X-ray;
  - Gamma ray;
  - Accelerated particles;
  - Mesons;
  - Neutrons;
  - Radium or radioactive isotopes; or
  - Other radioactive substances.

- **Speech Therapy**  
  Medically prescribed services that are necessary for the diagnosis and/or treatment of speech disorders, language disorders, and cognitive communication impairments that result in communication disabilities or dysphasia (swallowing disorder) due to:
  - Disease;
  - Surgery;
  - Injury;
  - Congenital and developmental anomalies; or
  - Previous therapeutic processes.
**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 Primary Care Physician is unavailable. Examples of Urgent Care needs include stitches, fractures, sprains, ear infections, sore throats, rashes, X-rays that are not Preventive Care or Follow-up Care.

**Urgent Care Center**

Participating Facility Provider’s designed to offer immediate evaluation and treatment for sudden health conditions and accidental injuries that:

- Require medical attention in a non-emergency situation; and
- That cannot wait to be addressed by the Member's Primary Care Physician's office or Retail Clinic.

Urgent Care is not the same as: Emergency Services (see definition of Urgent Care above).
IMPORTANT NOTICES

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 sex stereotypes and gender identity;
• 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.

RIGHTS AND RESPONSIBILITIES
To obtain a list of Rights and Responsibilities, log onto http://www.ibx.com/members/quality_management/member_rights.html, or the Member can call the Customer Service telephone number listed on their ID Card.
SELECT 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")

Group (Contractholder)
(Hereafter called "The Contractholder")

BASIC PRESCRIPTION DRUG PLAN

This Booklet is subject to the laws of the Commonwealth of Pennsylvania
If you, or someone you’re helping, has questions about QCC Insurance Company, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-275-2583 TTY 711.

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de QCC Insurance Company, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-800-275-2583 TTY 711.

如对 QCC Insurance Company 有任何问题，请您或您所帮助的人联系我们提供的免费多语言信息服务。

Nếu quý vị hoặc người mà quý vị đang trợ giúp có câu hỏi về QCC Insurance Company, quý vị có quyền nhận được trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để yêu cầu thông dịch viên, hãy gọi số 1-800-275-2583.

Если вы или лицо, которому вы помогаете, имеете вопросы по поводу программы QCC Insurance Company, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-800-275-2583.


QCC Insurance Company 와 관련하여 궁금한 사항이 있으신 경우, 귀하 또는 귀하의 지원을 받는 사람은 관련 정보 및 지원을 해당 언어로 무료로 받으실 수 있습니다. 통역사와 상담하시려면 1-800-275-2583 로 전화해 주십시오.

Se tu o qualcuno che stai aiutando avete domande su QCC Insurance Company, hai il diritto di ottenere gratuitamente aiuto e informazioni nella tua lingua. Per parlare con un interprete, puoi chiamare il numero 1-800-275-2583.

إذا كان لديك أو لدى شخص تساعد أستاذ يخصو ضدون أي تكلفة. للتحدث مع مترجم يمكن الرجوع إلى 1-800-275-2583.

Si vous, ou quelqu'un que vous ayez, a des questions à propos de QCC Insurance Company, vous avez le droit d'obtenir gratuitement de l'aide et l'information dans votre langue. Pour parler à un interprète, appelez 1-800-275-2583.

Wenn Sie selbst oder eine Person, der Sie helfen, Fragen über QCC Insurance Company haben, so haben Sie das Recht, kostenlos Hilfe und Informationen in Ihrer Sprache anzufordern. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-800-275-2583 an.

Jeśi Ty lub osoba, której pomagasz macie pytania odnośnie do programu QCC Insurance Company, mogą Państwo uzyskać bezpłatną informację i pomoc w Waszym języku. Aby porozmawiać z tłumaczem, proszę zadzwonić pod numer 1-800-275-2583.

Si ou menm, oswa yon moun w ap ede, gen kesyon konsènan QCC Insurance Company, ou gen dwa pou resevwa èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entépré, rele 1-800-275-2583.
Se você, ou alguém a quem você está ajudando, tem perguntas sobre o QCC Insurance Company, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-800-275-2583.

Dii kwe’è atah nilinigii QCC Insurance Company haada yit’éego bínà idilkidgo ci doodago háida biká anilyeedigii t’áadoo le’è yína idilkidgo bee ná ahóót’i díi t’áá hazaadk’elhji hákà a’ doowolgo bee haz’á doo bûjih ilinígóó. Ata’ halne’igii koji’ buh’í’ hodiilnih 1-800-275-2583.

Kung ikaw, o ang taong iyong tinutulungan, ay may mga katanungan tungkol sa QCC Insurance Company, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika ranga walang gastos. Upang makausap ang isang interpreter, tumawag sa 1-800-275-2583.

ご本人やお客様の周りの人が、QCC Insurance Companyについてご質問などがある場合、無料でご希望の言語でのサポートや情報を入手することができます。インタプリタをご利用する方は、1-800-275-2583 までお電話ください。

أكو شما يا شخصي كه به ي و د كدك مي كنيد در رابطه با كه بدون نياز به پرداخت هر نوع هزینه، اطلاعات مربوط به به زبان خود دریافت می‌آیید. جهت کنگو به یک مترجم، با شماره 1-800-275-2583 مثالي دارید، این حق برای شما محفوظ است QCC Insurance Company.
Nondiscrimination Notice & Notice of Availability of Auxiliary Aids & Services

QCC Insurance Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. QCC Insurance Company does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

QCC Insurance Company:

- Provides free aids and services to people with disabilities 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 services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact our Civil Rights Coordinator. If you believe that QCC Insurance Company 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.

You have five ways to file a grievance:

- **In person or by mail:**
  QCC Insurance Company
  ATTN: Civil Rights Coordinator
  1901 Market Street
  Philadelphia, PA 19103
- **By phone:** 888-377-3933 (TTY 711)
- **By fax:** 215-761-0245
- **By email:** civilrightscoordinator@ibx.com

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](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, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

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SECTION 1.

INTRODUCTION

This booklet has been prepared so that you may become acquainted with the Prescription Drug program available to active 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 Claims Administrator). Changes impacting this booklet will be evidenced by a Notice of Change to the booklet and/or a revised edition of the 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 booklet.
See "Important Notice" below:

Discretionary Authority

The Carrier or Plan Administrator, as applicable, retains discretionary authority to interpret the benefit plan and the facts presented to make benefit determinations. Benefits under this plan will be provided only if the Carrier or Plan Administrator, as applicable, determines in its discretion that the Covered Person is entitled to them.

Important Notice: Regarding Experimental 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 Covered Person and his or her physician agree to utilize Experimental or Investigative Drugs. If a Covered Person is prescribed and dispensed Experimental or Investigative Drugs, the Covered Person shall be responsible for the cost of the Drugs. A Covered Person or his or her physician may contact the Claims Administrator to determine whether a Drug is considered an Experimental or Investigative Drug. The term "Experimental or Investigative Drug" is defined in the Defined Terms section of this 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 Covered Person for Drugs which the Claims Administrator determines are not Medically Necessary without the Covered Person's consent. A Non-Member Pharmacy, however, is not obligated to accept the Claims Administrator's determination and the Covered Person may not be reimbursed for Drugs which the Claims Administrator determines are not Medically Necessary. The Covered Person is responsible for these charges when Drugs are dispensed by a Non-Member Pharmacy. The Covered Person can avoid these charges simply by choosing a Member Pharmacy for his or her care.

The terms "Medically Necessary", "Member Pharmacy", and "Non-Member Pharmacy" are defined in...
the Defined Terms section of this 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 Covered Person and his or her physician decide to pursue a course utilizing Drugs for Cosmetic Purposes. In such cases, the Covered Person is responsible for the cost of the Drugs. A Covered Person or his or her 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 Defined Terms section of this 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;
- 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.
SECTION 2.

ELIGIBILITY UNDER THE COVERAGE

Effective Date: The date the Group agrees that all Eligible Persons may apply and become covered for the benefits as set forth in the coverage and described in this Booklet.

A. ELIGIBLE PERSON

You are eligible to be covered under this Prescription Drug Plan if you are determined by the Group as eligible to apply for coverage and sign the Application. Eligibility shall not be affected by your physical condition and determination of eligibility for the coverage by the Employer shall be final and binding.

B. ELIGIBLE DEPENDENT

Your family is eligible for coverage (Dependent coverage) when you are eligible for Employee coverage. An Eligible Dependent is defined as your spouse under a legally valid existing marriage, your children whom you continuously financially support or whose coverage is your responsibility under the terms of a qualified medical child support order (including stepchildren, children legally placed for adoption and your or your spouse’s legally adopted children). The limiting age for covered children is to the end of the month in which they reach age 26.

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 you for over half of their support. The Claims Administrator may require proof of your eligibility under the prior Claims Administrator’s plan and also from time to time under this QCC Prescription Drug Benefits Plan.

The newborn child(ren) of any Covered Person 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, you 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, you 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 you apply to the Claims Administrator for addition of the Dependent within 31 days after the Dependent is acquired and you make 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 your 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 3

YOUR PRESCRIPTION DRUG BENEFITS

Subject to the Exclusions, conditions and limitations of the coverage, a Covered Person is entitled to benefits for Prescription Drugs as described in this booklet's 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 Covered Person 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 prescribed by a Physician and dispensed by a Member Pharmacy in accordance with the Prescription Drug Order presented by the Covered Person or his 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 Covered Person 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 Pharmacy Benefits Manager's (PBM'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. If the Member's doctor wants the Member to start the Drug immediately, an initial supply* may be obtained at a retail Pharmacy. However, all subsequent fills must be purchased through the PBM's Specialty Pharmacy Program. No benefits shall be provided for Prescription Drugs obtained from a Specialty Pharmacy Program other than the PBM's Specialty Pharmacy Program. The responsibility to initiate the Specialty Pharmacy process is the Members'.

* Select specialty Drugs will be subject to 'split fill' whereby the initial prescription will 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 prescribed by a Physician and dispensed to a Covered Person for Prescription Drugs purchased by a Covered Person from a Non-Member Pharmacy if:

A. Prescription Drugs were dispensed subject to a Prescription Drug Order;

B. The Covered Person submits to the Claims Administrator a completed claim form and proper proof of payment; and
C. The Prescription Drug is not excluded under the Group Program Document. The Claims Administrator shall reimburse the Covered Person’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 for chronic conditions ordered by mail by a Covered Person or his 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 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 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

Copayments and Coinsurance - Benefits for Prescription Drugs are subject to payment by a Covered Person of the following amounts to the dispensing Pharmacy:

(1) Member Pharmacies*:
   (a) $10 per Prescription Drug Order or refill for a Generic Formulary Prescription Drug.
   (b) $40 per Prescription Drug Order or refill for a Brand Name Formulary Prescription Drug and diabetic supplies, except for glucometers and lancets.
(c) $70 per Prescription Drug Order or refill for a Non-Formulary Prescription Drug.
(2) Non-Member Pharmacies:

70% of Allowable Charges per Prescription Drug Order or refill for Covered Prescription Drugs and diabetic supplies.

(3) Member Mail Order Pharmacies*:

(a) $10 per Prescription Drug Order or refill for up to a 30 day supply of a Generic Formulary Prescription Drug.

(b) $20 per Prescription Drug Order or refill for a 31-90 day supply of a Generic Formulary Prescription Drug.

(c) $40 per Prescription Drug Order or refill for up to a 30 day supply of a Brand Name Formulary Prescription Drug and diabetic supplies, except for glucometers and lancets.

(d) $80 per Prescription Drug Order or refill for a 31-90 day supply of a Brand Name Formulary Prescription Drug and diabetic supplies, except for glucometers and lancets.

(e) $70 per Prescription Drug Order or refill for up to a 30 day supply of a Non-Formulary Prescription Drug.

(f) $140 per Prescription Drug Order or refill for a 31-90 day supply of a Non-Formulary Prescription Drug.

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.

* Prescription smoking deterrent agents are covered at 100% and are not subject to the Copayment amounts reflected above.

ADMINISTRATIVE PROCEDURES

Covered Persons shall comply with administrative procedures established and furnished to Covered Persons by the Claims Administrator and Plan Administrator to obtain the benefits described in the coverage. 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 Covered Person's Prescription Drug usage.
SECTION 4.

PRESCRIPTION DRUG EXCLUSIONS

Except as specifically provided in this Booklet, no benefits shall be provided for the following:

- 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, (i.e. over-the-counter medicines), whether or not prescribed by a physician. This exclusion does not apply to insulin;

- 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, contraceptive devices, ostomy supplies, therapeutic devices, artificial appliances hypodermic needles, syringes, vials or similar devices. This exclusion does not apply to (a) devices used for the treatment or maintenance of diabetic conditions and syringes used for the injection of insulin, and (b) devices known as spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines;

- Drugs dispensed to a Covered Person while a patient in a facility including, but not limited to, a hospital, skilled nursing facility, institution, Health Care Practitioner's office or free-standing 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 his Dependents;

- Injectable drugs, including Infusion Therapy drugs that are covered under the Group's medical plan;

- Injectables used for the treatment of infertility when they are prescribed solely to enhance or facilitate conception;

- 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 Covered Person 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 Covered Person 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 Covered Person would have no obligation to pay;

- Drugs furnished without charge to the Covered Person;

- 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;

- 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.
SECTION 5.
GENERAL INFORMATION

BENEFITS TO WHICH YOU ARE ENTITLED

The liability of the Claims Administrator is limited to the benefits specified in this Booklet and as set forth in the Group Program document. No person other than a Covered Person is entitled to receive benefits as provided under this coverage. Benefits for Covered Services specified under the coverage will be provided only for services and supplies that are rendered by a Provider specified in the Defined Terms section of this Booklet.

TERMINATION OF COVERAGE AT TERMINATION OF EMPLOYMENT OR MEMBERSHIP IN THE GROUP

When a Covered Person ceases to be an Eligible Employee or Eligible Dependent, or the required contribution is not paid, the Covered Person’s coverage will terminate at the end of the last month for which payment was made. However, if benefits under this coverage are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Covered Person’s termination under the Group Program Document, the cost of such benefits will be the sole responsibility of the Covered Person. In that circumstance, the Claims Administrator will consider the effective date of termination of a Covered Person under the Group Program Document 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.

WHEN YOU TERMINATE EMPLOYMENT - CONTINUATION OF COVERAGE PROVISIONS - COBRA

For purposes of this subsection of your Booklet, “qualified beneficiary” means any person who, on the day before any event which would qualify him or her for continuation under this subsection, is covered for group health benefits under this Program.

In addition, any child born to or placed for adoption with you during COBRA continuation will be a qualified beneficiary.

If An Employee Terminates Employment or Has a Reduction of Work Hours: If your group benefits end due to your termination of employment or reduction of work hours, you may elect to continue such benefits for up to 18 months, if:

a. your termination of employment was not due to gross misconduct; and
b. you are not entitled to Medicare.

The continuation will cover you and any other qualified beneficiary who loses coverage because of your termination of employment (for reasons other than gross misconduct) or reduction of work hours, subject to the “When Continuation Ends” paragraph of this subsection.
Extra Continuation for Disabled Qualified Beneficiaries: If a qualified beneficiary is determined to be disabled under Title II or Title XVI of the United States Social Security Act on the day before the qualified beneficiary's health benefits would otherwise end due to your termination of employment (for reasons other than gross misconduct) or reduction of work hours or within 60 days of that date, the qualified beneficiary and any other affected qualified beneficiaries may elect to extend the 18 month continuation period described above for up to an extra 11 months.

To elect the extra 11 months of continuation, the Plan Administrator must be given written proof of Social Security's determination of the qualified beneficiary's disability before the earlier of:

a. The end of the 18 month continuation period; and
b. 60 days after the date the qualified beneficiary is determined to be disabled.

If, during the 11 month continuation period, the qualified beneficiary is determined to be no longer disabled under the United States Social Security Act, the qualified beneficiary must notify the Plan Administrator within 30 days of such determination, and continuation will end, as explained in the “When Continuation Ends” paragraph of this subsection.

If an Employee Dies: If you die, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the “When Continuation Ends” paragraph of this subsection.

If an Employee's Marriage Ends: If your marriage ends due to divorce or legal separation, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the “When Continuation Ends” paragraph of this subsection.

If an Employee Becomes Entitled to Medicare: If you become entitled to Medicare after terminating employment (for reasons other than gross misconduct) or experiencing a reduction of work hours, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months from the date the initial 18 month continuation period started, subject to the “When Continuation Ends” paragraph of this subsection.

If you become entitled to Medicare before terminating employment (for reasons other than gross misconduct) or experiencing a reduction of work hours and, during the subsequent 18-month period, you terminate employment (for reasons other than gross misconduct) or have a reduction of work hours, all qualified beneficiaries other than you whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 18 months, but may be extended until 36 months from the date you became entitled to Medicare, subject to the “When Continuation Ends” paragraph of this subsection.

If a Dependent Loses Eligibility: If your Dependent child’s group health benefits end due to his or her loss of dependent eligibility as defined in this booklet, other than your coverage ending, he or she may elect to continue such benefits.
However, such Dependent child must be a qualified beneficiary. The continuation can last for up to 36 months, subject to the “When Continued Ends” paragraph of this subsection.

**Concurrent Continuations:** If your Dependent who is a qualified beneficiary elects to continue his or her group health benefits due to your termination of employment (for reasons other than gross misconduct) or reduction of work hours, the Dependent may elect to extend his or her 18 month continuation period to up to 36 months, if during the 18 month continuation period the Dependent becomes eligible for 36 months of group health benefits due to any of the reasons stated above.

The 36 month continuation period starts on the date the initial 18 month continuation period started, and the two continuation periods will run concurrently.

**The Qualified Beneficiary's Responsibilities:** A person eligible for continuation under this subsection must notify the Plan Administrator, in writing, of:

a. your divorce or legal separation from your spouse;

b. your Dependent child's loss of dependent eligibility, as defined in this Booklet; or

c. Social Security Administration's determination of disability.

The notice must be given to the Plan Administrator within 60 days of either of these events. In addition, a disabled qualified beneficiary must notify the Plan Administrator, in writing, of any final determination that the qualified beneficiary is no longer disabled under Title II or Title XVI of the United States Social Security Act. The notice must be given to the Plan Administrator within 30 days of such final determination.

**The Employer's Responsibilities.** Your Employer must notify the Plan Administrator, in writing, of:

a. your termination of employment (for reasons other than gross misconduct) or reduction of work hours;

b. your death;

c. your entitlement to Medicare; or

d. commencement of Employer's bankruptcy proceedings.

The notice must be given to the Plan Administrator no later than 30 days of any of these events.

**The Plan Administrator's Responsibilities:** The Plan Administrator must notify the qualified beneficiary, in writing, of:

a. his or her right to continue the group health benefits described in this booklet;

b. the monthly premium he or she must pay to continue such benefits; and

c. the times and manner in which such monthly payments must be made.

Such written notice must be given to the qualified beneficiary within 14 days of:

a. the date the Employer notifies the Plan Administrator, in writing, of your termination of employment (for reasons other than gross misconduct) or reduction of work hours, your death, or your entitlement to Medicare; or
b. the date the qualified beneficiary notifies the Plan Administrator, in writing, of your legal divorce or legal separation from your spouse, or your Dependent child’s loss of eligibility.

**The Employer’s Liability:** Your Employer will be liable for the qualified beneficiary’s continued group health benefits to the same extent as, and in the place of, the Plan, if:

a. the Plan Administrator fails to notify the qualified beneficiary of his or her continuation rights, as described above; or

b. the Employer fails to remit a qualified beneficiary’s timely premium payment to the Plan on time, thereby causing the qualified beneficiary’s group health benefit to end.

**Election of Continuation:** To continue his or her group health benefits, the qualified beneficiary must give the Plan Administrator written notice that he or she elects to continue benefits under the coverage. This must be done within 60 days of the date a qualified beneficiary receives notice of his or her continuation rights from the Plan Administrator as described above or 60 days of the date the qualified beneficiary’s group health benefits end, if later. Furthermore, the qualified beneficiary must pay the first month’s premium in a timely manner.

The subsequent premiums must be paid to the Plan Administrator by the qualified beneficiary, in advance, at the time and in the manner set forth by the Plan Administrator. No further notice of when premiums are due will be given.

The monthly premium will be the total rate which would have been charged for the group health benefits had the qualified beneficiary stayed insured under this benefit plan on a regular basis. It includes any amount that would have been paid by the Employer. An additional charge of two percent of the total premium charge may also be required by the Employer.

Qualified beneficiaries who receive the extended coverage due to disability described above may be charged an additional 50% of the total premium charge during the extra 11 month continuation period.

If the qualified beneficiary fails to give the Plan Administrator notice of his or her intent to continue, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

**Grace in Payment of Premiums:** A qualified beneficiary’s premium payment is timely if, with respect to the first payment after the qualified beneficiary elects to continue, such payment is made no later than 45 days after such election. In all other cases, the premium payment is timely if it is made within 31 days of the specified date.

**When Continuation Ends:** A qualified beneficiary’s continued group health benefits under this coverage ends on the first to occur of the following:

a. with respect to continuation upon your termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;

b. with respect to a disabled qualified beneficiary and his or her family members who are qualified beneficiaries who have elected an additional 11 months of continuation, the earlier of:
• the end of the 29 month period which starts on the date the group health benefits would otherwise end;  
or  
• the first day of the month which coincides with or next follows the date which is 30 days after the date on which a final determination is made that a disabled qualified beneficiary is no longer disabled under Title II or Title XVI of the United States Social Security Act;

c. with respect to continuation upon your death, your legal divorce or legal separation, or the end of your covered Dependent’s eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;

d. with respect to your Dependent whose continuation is extended due to your entitlement to Medicare,

• after your termination of employment or reduction of work hours, the end of the 36 month period beginning on the date coverage would otherwise end due to your termination of employment or reduction of work hours; and

• before, your termination of employment or reduction of work hours where, during the 18-month period following Medicare entitlement, you terminate employment or have a reduction of work hours, at least to the end of the 18 month period beginning on the date coverage would otherwise end due to your termination of employment or reduction of work hours, but not less than 36 months from the date you become entitled to Medicare.

e. the date this coverage ends;

f. the end of the period for which the last premium payment is made;

g. the date he or she becomes covered under any other group health plan (as an employee or otherwise) which contains no limitation or exclusion with respect to any pre-existing condition of the qualified beneficiary other than a pre-existing condition exclusion or limitation which he or she satisfies under the Health Insurance Portability and Accountability Act of 1996, as first constituted or later amended;

h. the date he or she becomes entitled to Medicare.

THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES RELATIVE TO THE PROVISION OF CONTINUATION COVERAGE UNDER THIS COVERAGE ARE LIMITED TO THOSE SET FORTH IN THIS SUBSECTION OF YOUR BOOKLET.

THE CLAIMS ADMINISTRATOR IS NOT THE PLAN ADMINISTRATOR UNDER THE COVERAGE OR FOR PURPOSES OF ERISA OR ANY OTHER FEDERAL OR STATE LAW. IN THE ABSENCE OF THE DESIGNATION OF ANOTHER PARTY AS PLAN ADMINISTRATOR, THE PLAN ADMINISTRATOR SHALL BE THE EMPLOYER.
CONTINUATION OF INCAPACITATED CHILD

If an unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on you for over half of his support, you may apply to the Claims Administrator to continue coverage of such child under the coverage upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon his or her 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 twenty-six (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 Carrier and submit proof from the prior Carrier that the child was covered as a handicapped person.

WHEN YOU FILE A CLAIM

When you need to file a claim, fill out the claim form and return it with your itemized bills to the Claims Administrator no later than 20 days after your Prescription Drugs are provided to you. 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, your 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 Covered Person agrees that any person or entity having information relating to an illness or injury, for which benefits are claimed under this coverage, 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 may furnish membership and/or coverage information to affiliated carriers 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 (3) years after the date Covered Drugs are dispensed.

CLAIM FORMS
The Claims Administrator will furnish to the Covered Person making the claim, or to the Group, for delivery to such Covered Person, such forms as are required for filing proof of loss.

EMPLOYEE/PROVIDER RELATIONSHIP

1. The choice of a Provider is solely the Covered Person's.
2. The Claims Administrator does not furnish Covered Drugs but only makes payment for Covered Drugs received by Covered Persons. 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 Covered Person.

AGENCY RELATIONSHIPS

The Group is the agent of the Employee, not the Claims Administrator.

IDENTIFICATION CARDS AND BENEFIT BOOKLETS

The Claims Administrator will provide Identification Cards to Employees or to the Group, depending on the direction of the Group. The Claims Administrator will also provide to each Employee of an Enrolled Group a benefit Booklet describing the benefits provided under the Group Program Document.

APPLICABLE LAW

The Group Program Document is entered into, interpreted in accordance with, and is subject to the laws of the Commonwealth of Pennsylvania.

EMPLOYEE RIGHTS

An Employee shall have no rights or privileges as to the benefits provided under this coverage except as specifically provided herein.

ASSIGNMENT

The Group Program Document and the benefits hereunder are not assignable by the Group or any Covered Person 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 Program Document.

NOTICE

Any notice required under the Group Program Document must be in writing. Notice given to an Employee will be given to the Employee in care of the Group or sent to the Employee's last address furnished to the Claims Administrator by the Group. The Group, the Claims Administrator, or an Employee may, by written notice, indicate a new address for giving notice.

SUBROGATION AND REIMBURSEMENT RIGHTS
By accepting benefits for Covered Services, you agree that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Covered Person pertaining to subrogation and reimbursement. The term Covered Person 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 you 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.

**Subrogation Rights**

Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Covered Person and the Covered Person 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 Covered Person’s right to recover from the Responsible Third Party. This means that the Claims Administrator “stands in your shoes” - and assumes your 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 you for medical expenses or paid medical expenses on your 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 you pursue the Responsible Third Party for any recovery.

**Reimbursement Rights**

If a Covered Person obtains any recovery - regardless of how it’s described or structured - from a Responsible Third Party, the Covered Person must fully reimburse the Claims Administrator for all medical expenses that were paid to the Covered Person or on the Covered Person’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 you agree to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by you, or anyone acting on your behalf, from any Responsible Third Party. As a result, you must repay to the Claims Administrator the full amount of the medical expenses that were paid to you or on your 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 Covered Person 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 you (or anyone acting on your behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), you agree to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition you agree to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed you for medical expenses or paid medical expenses on your 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 Covered Person, 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 Covered Person or on the Covered Person’s behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Covered Person 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, if any, described in this Booklet or Group Program Document, 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 Covered Person 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 Covered Person.
- The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on your part.

**Obligations of Covered Person**

Immediately notify the Claims Administrator or its designee in writing if you assert 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 you or your representative - or you or your 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 you receive 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) you or for your 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 Covered Person.

IMPORTANT: Failure to Cooperate
If you fail or refuse 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 your participation in the benefit program.

PROFESSIONAL JUDGMENT
A Pharmacist shall not be required to fill any Prescription Drug Order which in his professional judgment should not be filled.

DELIVERY OF PRESCRIPTION DRUGS
The Carrier shall not be responsible for delay in the delivery of a Prescription Drug.

LIMITATIONS OF CLAIMS ADMINISTRATOR LIABILITY
The Claims Administrator shall not be liable for injuries or damage resulting from acts or omissions of any Claims Administrator officer or Employee or of any Provider or other person furnishing services or supplies to the Covered Person; 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
1. 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 coverage.

2. The Claims Administrator shall not be liable for any abuse, physical dependency, or overdose which is the result of the Covered Person's misuse or mismanagement of a Prescription Drug.

3. If the Claims Administrator determines Prescription Drug usage by you or your Eligible Dependents appears to exceed usage generally considered appropriate under the circumstances, the Claims Administrator shall have the right to direct you or your Eligible Dependents to one Pharmacy for all future Prescription Drug Covered Services.

4. In certain cases, the Claims Administrator may determine that the use of certain Prescription Drugs for a Covered Person'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 management company (PBM), which is affiliated with the Claims Administrator, 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 most benefit plans, Prescription Drugs are subject to a Covered Person’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 coverage (e.g., obtaining Precertification, use of Participating Providers), or to the administration of this benefit program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements of the coverage. 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 Carrier nor the Carrier's 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: (a) major disaster; (b) epidemic; (c) pandemic; (d) the complete or partial destruction of facilities; (e) riot; or (f) civil insurrection.
SECTION 6.
RESOLVING PROBLEMS (COMPLAINTS/APPEALS)

For purposes of this section only, the term “Member” replaces the term “Covered Person”.

**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:

Independence Blue Cross  
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 thirty (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 one hundred eighty (180) days of the receipt of a decision from the Claims Administrator stating an adverse benefit determination. An Appeal occurs when the Member or, 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  

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:

**Medical Necessity Appeal** – 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 the exclusions for Experimental/Investigative or cosmetic services. A matched specialist is the decision maker for a Level One Medical Necessity Standard (appeals for non-urgent care) Internal Appeal. A matched specialist is a licensed physician, psychologist or other health care professional in the same or similar specialty that typically manages the care under review. This individual has had no previous involvement with the case and is not a subordinate of anyone involved with a previous adverse determination.

**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, and rescission 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 a Level One 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.
**Internal Standard Appeals Review:**

Pre-service Appeal - An Appeal for benefits that, under the terms of this Contract, must be pre-certified or pre-approved (either in whole or in part) **before** medical care is obtained in order for coverage to be available. For a standard Pre-Service appeal, a maximum of thirty (30) days is available for the one level of internal appeal.

Post-service Appeal - An Appeal for benefits that is not 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 sixty (60) days is available for the one level of internal appeal.

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

**Internal Expedited/Urgent Appeals Review:**

Expedited/Urgent Appeal – 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 seventy two (72) hours after receipt of the expedited appeal request by the Claims Administrator. Within seventy-two (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 seventy-two hours (72) after the Member or designee has received the verbal notification.

For urgent care appeals, 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 Appeal Review (Available for any adverse determination that involves medical judgment as determined by the external reviewer and for rescissions of coverage):**

**External Standard Review**

The Member or designee may request an External Review by an IRO by calling or writing to the Claims Administrator within one hundred and eighty (180) calendar days 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 is sent written confirmation of receipt of his/her External Review request from the Claims Administrator within five (5) business days of receipt of the request. This confirmation includes the name and contact information for the Claims Administrator staff person assigned to facilitate the processing of the Member’s External Review and information on the IRO assignment. Information on the IRO assignment identifies the assigned IRO by name and states the qualifications of the individual who reviews the appeal.

Whenever possible, the IRO assigned to the External Review request, is a different organization than the one that supplied the same/or similar specialty review for the Internal Appeal process. The individual appointed by the IRO to review the Member’s External Review, has not been previously involved in any aspect of decision-making on the Internal Appeal, nor are they a subordinate of any previous decision-maker.

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. When a conflict of interest is raised or another material objection is recognized, the Claims Administrator assigns a new IRO and/or requires the assigned IRO to appoint a new reviewer. This reviewer is not the same person who served as a matched specialist for the Internal Appeal process, nor a subordinate of that person. If the Member feels that a conflict exists, he/she should call or write the contact person listed on the acknowledgement letter from the Claims Administrator no later than two (2) business days from receipt of the acknowledgment letter from the Claims Administrator.

Within fifteen (15) calendar days of receipt of the Member’s request, the Claims Administrator sends the Member or designee and the IRO, a letter listing all documents forwarded to the IRO. These documents include copies of all information submitted for the Internal Appeal process, as well as any additional information that the Member, designee or the Claims Administrator may submit. If the Member wishes to submit additional information for consideration by the IRO, he should do so within ten (10) calendar days of the Member’s request for an External Review.

The Claims Administrator does not interfere with the IRO’s proceedings or appeals decisions. The IRO conducts a thorough review in which it considers all previously determined facts, allows the introduction of new information considers and assesses sound medical evidence, and makes a decision that is not bound by the decisions or conclusions of the Internal Appeal process.

The IRO makes its final decision within thirty (30) calendar days of receipt of the Member’s request by the Claims Administrator and simultaneously issues its decision in writing to the Member or designee and to the Claims Administrator. The established deadline for a decision from the IRO may only be exceeded for good cause when a reasonable delay for a specific period is acceptable to the Member or designee. If the decision of the IRO is that the services are covered, 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 or approval of the service in the event of an overturn of the Member’s Internal Appeal. The Claims Administrator implements the IRO’s decision within the time period, if any, specified by the IRO.

The External Review decision is binding on the Claims Administrator.
External Urgent/ Expedited Review

The Member or designee may request an External Review for urgent/expedited situations through an IRO. The Member or designee is not required to pay any of the costs associated with the External Review.

With the exception of time frames, the Urgent/Expedited External Review process mirrors the process described above under the External Standard Review.

Within twenty-four (24) hours of receipt of the Member’s request for an Urgent/Expedited Review, the Claims Administrator confirms the request and faxes the request to the assigned IRO. During this time, the Claims Administrator also forwards to the IRO, by secure electronic transmission or overnight delivery, all information submitted in the Internal Appeal process and any additional information that the Member, designee, or the Claims Administrator wishes to submit to the IRO.

The IRO makes a decision and simultaneously notifies the Member or designee and the Claims Administrator in writing within forty-eight (48) hours of receipt of all relevant documentation. The decision letter identifies the assigned IRO by name and states the qualifications of the individual that the IRO appoints to review the External Review.

The time period for issuing the final decision on the Urgent/Expedited External Review can be extended for five (5) calendar days for good cause when such a delay is acceptable to the Member or his authorized representative.

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 period, if any, specified by the IRO.

The External Review decision is binding on the Claims Administrator.

Changes in Covered Persons Appeals Processes. Please note that the Member Appeal processes described here may change at any time due to changes in the applicable state and federal laws and regulations and/or accreditation standards, to improve or facilitate the Appeals processes, or to reflect other decisions regarding the administration of Member Appeal processes for this Contract.
SECTION 7.

DEFINED TERMS

For the purpose of the coverage, the terms below have the following meaning, where a masculine pronoun is used it will also include the feminine where the context requires:

ACCREDITED EDUCATIONAL INSTITUTION: a publicly or privately operated academic institution of higher learning which: (a) provides recognized course or courses of instruction and leads to the conference of a diploma, degree, or other recognized certification of completion at the conclusion of the course of study; and (b) is duly recognized and declared as such by the appropriate authority of the state in which such institution is located; provided, however, that in addition to any state recognition, the 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 the coverage, Employee and Member are interchangeable terms and henceforth will be referred to as "Employee".

APPLICATION AND APPLICATION CARD: the request, either written or via electronic transfer, of the Applicant for benefits under the coverage, set forth in a format approved by the Claims Administrator, whether such written request was made under a prior Coverage that has been superseded by this Coverage, or under this Coverage.

BRAND NAME OR BRAND NAME DRUG: a Prescription Drug produced by a manufacturer awarded the original patent for that specific drug or combination of drugs and satisfying requirements of the U.S. Food and Drug Administration and applicable state law and regulations. For purposes of this coverage, the term "Brand Name Drug" shall also mean devices known as spacers for metered dose inhalers that are used to enhance the effectiveness of inhaled medicines.

CLAIMS ADMINISTRATOR: shall mean QCC Insurance Company.

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 coverage, the term "Chronic Drugs" shall also mean the following diabetic supplies that may not require a prescription order: insulin syringes, diabetic blood testing strips and lancets.

COINSURANCE: a percentage of Allowable Charges which must be paid by the Covered Person toward the cost for filling or refilling a Prescription Drug Order for Prescription Drugs.
CONTRACEPTIVE DRUGS: FDA approved drugs requiring a Prescription Order to be dispensed for the use of contraception. These include oral contraceptives, such as birth control pills as well as injectable contraceptive drugs. This does not include implants.

COPAYMENT: a specified amount which must be paid by the Covered Person 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 Carrier to be:

A. For other than the treatment of illness, injuries, congenital birth defect or restoration of physiological function; or

B. 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:

A. Prescribed for a Covered Person by a Professional Provider who is appropriately licensed to prescribe Drugs;

B. Prescribed for a use that has been approved by the Federal Food and Drug Administration; and

C. Medically Necessary, as determined by the Claims Administrator.

Insulin shall be considered a Covered Drug where Medically Necessary.

COVERED PERSON: You or your eligible Dependents who are enrolled for the coverage and have satisfied the specifications of the "Eligibility Under the Coverage" section of this booklet.

DEDUCTIBLE: a specified amount of Allowable Charges, usually expressed in dollars, that must be Incurred by a Covered Person 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:

A. the Applicant's spouse under a legally valid existing marriage.

B. 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 to the end of 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:

A. Recognized in the Approved Drug Products with Therapeutic Equivalent and Evaluations (The FDA Orange Book);
B. Intended for use in the treatment of disease or injury; and
C. Not a device or a component, part or accessory of a device.

DRUG FORMULARY: a list of 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 Covered Person's condition.

EFFECTIVE DATE: according to the “Eligibility under the Program” section, the date on which your coverage begins.

EMPLOYEE/MEMBER: you, 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: any Drug or drug usage device or supply which the Carrier, relying on the advice of the general medical community, which includes but is not limited to medical consultants, medical journals and/or governmental regulations, does not accept as standard medical treatment of the condition being treated, or any such Drug or drug usage device or supply requiring federal or other governmental agency approval, which approval has not been granted at the time services were rendered.

FAMILY COVERAGE: coverage purchased for you and one or more of your Dependents.

GENERIC DRUG: any form of a particular Prescription Drug which is:

A. sold by a manufacturer other than the original patent holder;
B. approved by the U.S. Food and Drug Administration as being generically equivalent to the Brand Name Drug; and
C. in compliance with applicable state laws and regulations.

GROUP OR (ENROLLED GROUP): a group of Employees which has been accepted by the Carrier, consisting of all those active 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 his professional practice.

IDENTIFICATION CARD: the currently effective card issued to you by the Claims Administrator.


INCURRED: A charge shall be considered incurred on the date the Covered Person receives the service or supply for which the charge is made.

MEDICALLY NECESSARY OR 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, and that are:

A. In accordance with generally accepted standards of medical practice;
B. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s illness, injury or disease; and
C. 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 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 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 Covered Persons with the mail order prescription drug
services described in the coverage.

**MEMBER PHARMACY:** a Pharmacy which has entered into an agreement to provide the
Claims Administrator's Covered Persons with the prescription drug services described in the
coverage 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 Covered Persons 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 Covered Persons.

**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
Carrier 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
Covered Persons.

**PHYSICIAN:** a person who is a doctor of medicine (MD) or a doctor of osteopathy (D.O.),
licensed and legally entitled to practice medicine in all its branches, perform surgery and
dispense drugs.

**PLAN ADMINISTRATOR:** 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 Covered Persons.

**PRESCRIPTION DRUG:** (a) any medication which by federal and/or state laws may be
dispensed with a Prescription Drug Order, and (b) 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.
SELF-ADMINISTERED PRESCRIPTION DRUG - a Prescription Drug that can be administered safely and effectively by either the Covered Person 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:

A. Is introduced into a muscle or under the skin with a syringe and needle; and

B. Can be administered safely and effectively by either the Covered Person or a caregiver without medical supervision, regardless of whether initial medical supervision and/or instruction is required.
Vision Benefits Program

Benefits underwritten or administered by QCC Ins. Co., a subsidiary of Independence Blue Cross ®
Independent Licensees of the Blue Cross and Blue Shield Association.
QCC INSURANCE COMPANY
(Hereafter called "The Claims Administrator")

Group (Contractholder)
(Hereafter called "The Group")

VISION CARE PROGRAM
Language Access Services

If you, or someone you’re helping, has questions about QCC Insurance Company, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-275-2583 TTY 711.

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de QCC Insurance Company, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-800-275-2583 TTY 711.

如对 QCC Insurance Company 有任何问题，请您或您所帮助的人联系我们提供的免费多语言信息服务。
翻译服务请拨打 1-800-275-2583。

Nếu quý vị hoặc người mà quý vị đang trợ giúp có câu hỏi về QCC Insurance Company, quý vị có quyền nhận được trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để yêu cầu thông dịch viên, hãy gọi số 1-800-275-2583.

Если у вас или лица, которому вы помогаете, имеются вопросы по поводу программы QCC Insurance Company, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-800-275-2583.


QCC Insurance Company と関連するご質問がございました場合、ご自身やご支援のための支援を受けている方の母語での質問に対する回答は無料でございます。通訳を用いご相談したいと申し上げた際は1-800-275-2583にお申し付けください。

Se tu o qualcuno che stai aiutando avete domande su QCC Insurance Company, hai il diritto di ottenere gratuitamente aiuto e informazioni nella tua lingua. Per parlare con un interprete, puoi chiamare il numero 1-800-275-2583.
Si vous, ou quelqu'un que vous aidiez, a des questions à propos de QCC Insurance Company, vous avez le droit d'obtenir gratuitement de l'aide et l'information dans votre langue. Pour parler à un interprète, appelez 1-800-275-2583.

Wenn Sie selbst oder eine Person, der Sie helfen, Fragen über QCC Insurance Company haben, so haben Sie das Recht, kostenlos Hilfe und Informationen in Ihrer Sprache anzufordern. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-800-275-2583 an.

Jeśli Ty lub osoba, której pomagasz macie pytania odnośnie do programu QCC Insurance Company, mogą Państwo uzyskać bezpłatną informację i pomoc w Waszym języku. Aby porozmawiać z tłumaczem, proszę zadzwonić pod numer 1-800-275-2583.

Si ou menm, oswa yon moun w ap ede, gen keson konènan QCC Insurance Company, ou gen dwa pou resevwa èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprè, rele 1-800-275-2583.
ประเทศ ที่มีการคุ้มครองการประสบภัยพิบัติ บุคคลติดต่อ QCC Insurance Company ผู้ให้เป็นบริการเพื่อจดทะเบียนข้อมูล การติดต่อและข้อมูลเพิ่มเติมเกี่ยวกับ QCC Insurance Company คุณสามารถติดต่อเราได้ที่ 1-800-275-2583.

Se você, ou alguém a quem você está ajudando, tem perguntas sobre o QCC Insurance Company, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-800-275-2583.

Dii kwe’è atah niliníí QCC Insurance Company laada yit’èego bìna idilikidgo éi doodago háida biká ańilyeedigii t’áadoo le’è yina’idilikidgo bee ná ahóot’i’ii dii t’áá hazaadk’ehjí háká a’doowolgo bee haz’á doo biálh iliníigó. Ata’ halne’igii koji’ bich’i’ hodiiłñìñí 1-800-275-2583.

Kung ikaw, o ang taong iyong tinutulungan, ay may mga katanungan tungkol sa QCC Insurance Company, may karapatan kang matuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makausap ang isang interpreter, tumawag sa 1-800-275-2583.

ご本人やお客様の周りの人が、QCC Insurance Company についてご質問などがある場合、無料でご希望の言語でのサポートや情報を入手することができます。インタプリタをご利用する方は、1-800-275-2583 までお電話ください。

أگر شما يا شخصي كه به وى کمک مي کنيد، در رابطه با که بدون نياز به پرداخت هر نوع هزینه، اطلاعات مربوط به را به زبان خود دریافت نمایيد. جهت گفتگو با یک مترجم، با شماره 1-800-275-2583 تماس حاصل فرمایيد.
Nondiscrimination Notice & Notice of Availability of Auxiliary Aids & Services

QCC Insurance Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. QCC Insurance Company does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

QCC Insurance Company:

- Provides free aids and services to people with disabilities 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 services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact our Civil Rights Coordinator. If you believe that QCC Insurance Company 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. You have five ways to file a grievance:

- **In person or by mail:**
  QCC Insurance Company
  ATTN: Civil Rights Coordinator
  1901 Market Street
  Philadelphia, PA 19103
- **By phone:** 888-377-3933 (TTY 711)
- **By fax:** 215-761-0245
- **By email:** civilrightscoordinator@ibx.com

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](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, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

VISION CARE COVERAGE

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SECTION 7 - RESOLVING PROBLEMS (COMPLAINTS/APPEALS) .......................................................... 25
SECTION 1 - DEFINED TERMS.

For the purposes of this Booklet, the terms below have the following meaning:

**ACCREDITED EDUCATIONAL INSTITUTION** – a publicly or privately operated academic institution of higher learning which: (a) provides recognized course or courses of instruction and leads to the conference of a diploma, degree, or other recognized certification of completion at the conclusion of the course of study; and (b) is duly recognized and declared as such by the appropriate authority of the state in which such institution is located; provided, however, that in addition to any state recognition, the 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.

**BENEFIT PERIOD** - the specified period of time during which charges for Covered Services must be Incurred in order to be eligible for payment by the Claims Administrator. A charge shall be considered Incurred on the date the service or supply was provided to a Covered Person.

**BILLED CHARGE** – an amount billed by a Supplier or Professional Provider for treatment, services or supplies rendered to a Covered Person.

**COINSURANCE** - a specific percentage of the Provider's Reasonable Charge for Covered Services set forth in the section entitled *Schedule of Benefits* of this Booklet, for which the Covered Person is responsible.

A. Program Coinsurance - a specified percentage of the Provider's Reasonable Charge applied to all Covered Services for which the Covered Person is responsible.  
B. Benefit Coinsurance - a specified percentage of the Provider's Reasonable Charge applied to a specific Covered Service for which the Covered Person is responsible.

**COPAYMENT** - a specified amount of expenses applied to a specific Covered Service for which the Covered person is responsible per Covered Service.

**COVERED PERSON** - an enrolled Employee or Member and his or her Eligible Dependents who have satisfied the specifications under the section entitled *Who Is Covered* of this Booklet.

**COVERED SERVICE** - a service or supply specified in this Booklet for which benefits will be provided when rendered by a Professional Provider or Supplier. For purposes of this coverage, the term "Covered Services and Supplies" means Covered Services, with the exception of Eye Examination Services.

**DEPENDENT** - a Covered Person other than the Employee or Member as specified in the section entitled *Who Is Covered*.

**EFFECTIVE DATE** – a date on which coverage for a Covered Person begins under the Group Program Document.

**EMPLOYEE/MEMBER** - an individual in the Group who meets the eligibility requirements for enrollment and who is so specified for enrollment.
**EYE EXAMINATION SERVICES** - a comprehensive examination and evaluation of the eyes performed by a physician, Ophthalmologist or Optometrist, which shall include, but not be limited to, the services listed in Paragraph A of the section entitled *Vision Care Benefits*.

**FAMILY COVERAGE** - coverage for the Employee and one or more of the Employee’s Dependents.

**INCURRED** - a charge shall be considered Incurred on the date a Covered Person receives the service or supply for which the charge is made.

**LENS** - a transparent refracting medium, usually made of plastic.

- **Aphakic** - a lens prescribed for those who have had the crystalline lens of the eye removed during cataract surgery or who were born without a crystalline lens.
- **Bifocal** - a lens containing two different powers, one for distance vision, and one for near vision.
- **Disposable Contact** - a soft plastic contact lens that is applied to the eye for correcting refractive errors for a period of approximately one to two weeks and is then discarded.
- **Hard Contact** - a curved glass or plastic lens that is applied to the eye for correction of refractive errors.
- **Lenticular** - a type of aphakic lens prescribed to replicate the crystalline lens of the eye.
- **Single Vision** - a lens with one correction, for either distance or near vision.
- **Soft Contact** - a lens for correcting refractive errors. They are of soft plastic material.
- **Trifocal** - a lens that has three (3) distinct areas for visual focus.

**LIMITATIONS** - the Maximum frequency as set forth in the section entitled *Schedule of Benefits*, for which a Covered Service is allowed.

**MAXIMUM** - the greatest amount payable by the Claims Administrator set forth in the *Schedule of Benefits*, for Covered Services. This could be expressed in dollars or a specified number of services for a specified period of time.

A. **Program Maximum** - the greatest amount payable by the Claims Administrator for Covered Services.

B. **Benefit Maximum** - the greatest amount payable by the Claims Administrator for a specific Covered Service.

**NON-PARTICIPATING PROVIDER** - a Provider that does not participate in the Claims Administrator’s programs and is not required to accept the Claims Administrator’s payment as payment-in-full.

**OPHTHALMOLOGIST** – is a Physician who specializes in the diagnosis, treatment and prescription of medications and lenses related to conditions of the eye, and who may perform Eye Examination and Refractive Services.

**OPTICIAN** – is a person who makes, fits, supplies and adjusts eyeglasses in accordance with a prescription written by a Professional Provider to correct a patient’s optical defects. Opticians are not Professional Providers.
OPTOMETRIST – is a person licensed to practice optometry in accordance with the provisions of the Optometric Practice and Licensure Act, and whom may perform Eye Examination and Refractive Services.

PARTICIPATING PROVIDER - a Provider that has an agreement with the Claims Administrator pertaining to payment for Covered Services rendered to a Covered Person.

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.

PROFESSIONAL PROVIDER - a person or practitioner licensed where required and performing within the scope of such licensure. The Professional Providers include:

- Doctor of Ophthalmology
- Doctor of Medicine
- Doctor of Optometry
- Doctor of Osteopathy
- Physician

PROVIDER’S REASONABLE CHARGE – the dollar amount on which a Covered Person’s Coinsurance, Benefit Maximums and benefits will be calculated. “Provider’s Reasonable Charge” shall mean the following:

A. For services rendered by a Participating Provider, “Provider’s Reasonable Charge” means the rate of reimbursement for Covered Services determined by contract, or the Billed Charge, whichever is less; or

B. For services rendered by a Non-Participating Provider, “Provider’s Reasonable Charge” means the Reasonable and Customary Charges, or Benefit Maximums amount, or Billed Charge, whichever is less.

REASONABLE AND CUSTOMARY – means the amount that is the usual or customary charge for the service or supply as determined by the Claims Administrator. The chosen standard is an amount which is most often charged by other providers for similar services or supplies within the same geographic area where the service or supply is provided and who have training, experience and professional standing comparable to those of the actual provider of the service or supply. If no comparison exists, the Claims Administrator determines what is reasonable by the severity and/or complexity of the Covered Person’s condition for which the service or supply is provided.

SUPPLIER – a Provider engaged in dispensing ophthalmic material (e.g. contact lenses, spectacle lenses) in accordance with a prescription written by a Professional Provider. Supplies include, but are not limited to, Opticians and retail optical dispensing firms.

TOTAL DISABILITY – except as otherwise specified in this Booklet, a Member who, due to illness or injury, cannot perform any duty of his or her occupation or any occupation for which he or she 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 he or she cannot engage in the normal activities of a person in good health and of like age and sex. The Member or Dependent person must be under the regular care of a Physician.
SECTION 2 – WHO IS COVERED

Eligible Person

1. Eligible Person is defined as a Member who is determined by the Group as eligible to apply for coverage and sign the Application; and

2. Eligible Dependents as specified to the Claims Administrator by the Group as eligible for coverage.

Eligible Dependent

Eligible Dependent is defined as:

1. The Member’s spouse under a legally valid existing marriage.

2. The unmarried children, including newborn children, step-children, children legally placed for adoption, and legally adopted children of the Member or the Member’s spouse, or children for whom the Member is a legal guardian or newborns of dependent children covered under the contract. For information concerning the limiting age for covered, unmarried children, please refer to the “Eligible Dependent” section of the booklet located under the “General Information” section.

3. Eligibility will be continued past the limiting age for unmarried children, regardless of age, who are incapable of self-support because of mental retardation or physical handicap, mental illness or developmental disability and who are dependent for support upon a Member covered under the Group Program Document. The Claims Administrator may require proof of such Member’s eligibility from time to time.

4. The newborn child(ren) of a Member from the moment of birth to a maximum of thirty-one (31) days immediately following birth. The coverage of newborn children within such thirty-one (31) day period shall include care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities and prematurity and services of a doctor rendered as part of nursery care, but not nursery charges. To continue coverage beyond the thirty-one (31) day period, application for coverage must be made within thirty-one (31) days of the child’s birth and the appropriate premium paid.

5. A Domestic Partner, including the child of a Domestic Partner, shall be considered for eligibility under the plan as if he or she was 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: (a) is unmarried, at least eighteen (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; (b) is not related to the other partner by adoption or blood; (c) is the sole Domestic Partner of the other partner, with whom he/she has a close committed and personal relationship, and has been a member of this domestic partnership for the last six (6) months; (d) agrees to be jointly responsible for the basic living expenses and welfare of the other partner; (e) meets (or
agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for domestic partnerships; and (f) demonstrates financial interdependence by submission of proof of three (3) or more of the following documents: (i) a Domestic Partner agreement; (ii) a joint mortgage or lease; (iii) a designation of one of the partners as beneficiary in the other partner's will; (iv) a durable property and health care powers of attorney; (v) a joint title to an automobile, or joint bank account or credit account; or (vi) 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.

Effective Date

The date the Group agrees that all Eligible Persons may apply and become covered. If a person becomes an Eligible Person after the Group's Effective Date, that date becomes the Effective Date.
SECTION 3 – SCHEDULE OF BENEFITS.
VISION CARE BENEFITS

Subject to the Exclusions, conditions and Limitations of this Booklet, a Covered Person is entitled to benefits for Covered Services described in this section during a Benefit Period, subject to the Deductible, if any, and in the amounts as specified in this Schedule of Benefits section.

<table>
<thead>
<tr>
<th>Benefit Period</th>
<th>Two Calendar Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>None</td>
</tr>
<tr>
<td>Benefit Period Maximum</td>
<td>$100 for all Covered Services and Supplies; except eye examination services are not included in this Benefit Period Maximum.</td>
</tr>
<tr>
<td>(Participating or Non-Participating)</td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE OF COVERED SERVICES

<table>
<thead>
<tr>
<th>COVERED SERVICES</th>
<th>AMOUNTS PAYABLE AND LIMITATIONS ON COVERED SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating</strong></td>
<td><strong>Non-Participating</strong></td>
</tr>
<tr>
<td>Eye examination, including refraction and glaucoma screening and dilation, as professionally indicated.</td>
<td>100% of the Provider’s Reasonable Charge.</td>
</tr>
<tr>
<td>Eyeglasses, including Spectacle Lenses and Frames (one pair).</td>
<td></td>
</tr>
<tr>
<td>Spectacle Lenses</td>
<td></td>
</tr>
<tr>
<td>• All ranges of prescriptions, oversize lenses, glass or plastic, single vision, bifocal, trifocal or lenticular lenses</td>
<td>100%</td>
</tr>
<tr>
<td>• Polycarbonate lenses for dependent children and monocular patients and patients with prescriptions greater than or equal to +/- 6.00 diopters</td>
<td>100%</td>
</tr>
<tr>
<td>• Scratch resistant coating</td>
<td>100%</td>
</tr>
<tr>
<td>• Ultraviolet (UV) coating</td>
<td>100%</td>
</tr>
<tr>
<td>Frames</td>
<td></td>
</tr>
<tr>
<td>- Plan supplied:</td>
<td></td>
</tr>
<tr>
<td>• Fashion selection</td>
<td>100%, with a Copayment of: $0</td>
</tr>
<tr>
<td>• Designer selection</td>
<td>$15</td>
</tr>
<tr>
<td>• Premier selection</td>
<td>$40</td>
</tr>
<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>- Doctor supplied:</td>
<td>Up to a Maximum of $100 towards purchase and a 20% discount off balance over the $100 Maximum, not available at all Participating Providers.</td>
</tr>
<tr>
<td>OR</td>
<td>Up to a Maximum of $130 towards purchase and a 20% discount off balance over the</td>
</tr>
<tr>
<td>- Visionworks supplied:</td>
<td></td>
</tr>
</tbody>
</table>
# SCHEDULE OF COVERED SERVICES

## COVERED SERVICES

<table>
<thead>
<tr>
<th>AMOUNTS PAYABLE AND LIMITATIONS ON COVERED SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating*</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Elective Contact Lenses (in lieu of eyeglasses) including Standard, Specialty and Disposable Lenses</td>
</tr>
<tr>
<td>Elective Contact Lenses Fitting and Follow-up Care</td>
</tr>
<tr>
<td>Medically Necessary Elective Contact Lenses (in lieu of eyeglasses or elective contact lenses) including Standard, Specialty and Disposable Lenses (with prior approval)</td>
</tr>
</tbody>
</table>

* The Claims Administrator reserves the right to modify the Schedule of Covered Services from time to time, subject to prior notice to the Group.
SECTION 4 – VISION CARE BENEFITS.

COVERED SERVICES

Subject to the Exclusions, conditions, and Limitations set forth in this Booklet, a Covered Person is entitled to benefits of this benefit section for Covered Services rendered by a Professional Provider or Supplier, unless otherwise indicated, in the amounts specified in the section entitled Schedule of Benefits.

This program allows you to maximize your Vision Care benefits by utilizing Participating Providers. When you go to a Participating Provider for an eye examination, you are assured of little or no out-of-pocket cost. When you purchase vision care hardware, such as frames and spectacle lenses or contact lenses, from a Participating Provider/Supplier, you may have no out-of-pocket costs, depending on your choice of hardware. The program requires a Copayment amount for the purchase of some Specialty Hardware supplies, as shown in the Schedule of Benefits. However, using Participating Providers will lower your out-of-pocket costs and allow you to purchase most vision care hardware at fixed, reduced prices. You will receive a listing of the Providers that participate in the Vision Care Program administered by QCC Insurance Company.

The program also provides benefits if you choose to use Non-Participating Providers and Suppliers. Benefits are payable up to the Benefit Period Maximum amounts shown in the Schedule of Benefits for eye examinations and vision care hardware provided by Non-Participating Providers.

The Benefit Period Maximum amount shown in the Schedule of Benefits is applicable to either all Participating Covered Services or all Non-Participating Covered Services per Benefit Period.

Professional Services

A. Eye Examination Services

Such services, performed by a Professional Provider, as defined in the section entitled Defined Terms shall include, but are not limited to:

1. Case history
2. Visual acuity, near and far.
3. External examination, including biomicroscopy or other magnified evaluation of the anterior chamber.
4. Objective, subjective and ophthalmoscopic examinations.
5. Binocular measure.
6. Summary, findings, and recommendations.
B. Hardware

1. **Contact Lens Prescription and Fitting Services**
   Such services, performed by a Professional Provider shall include, but are not necessarily limited to:

   1. Keratometry, or “K” reading, through the use of a keratometer to determine measurements of the eyes, curvature and base curve.

   2. Proper fitting of appropriate contact lenses, including the training of insertion and removal of trial contact lenses to the patient’s corneas.

   3. Post-dispensing contact lens follow-up care, including correction of any ill-fitting or unsuitable lenses.

   Contact Lens Prescription and Fitting Services must be preceded by Eye Examination Services as described in the Eye Examination Services subsection shown above.

2. **Post-Refractive Services**

   Post-refractive Services consist of the ordering of lenses and frames (facial measurements, lenticular formula and other specifications), cost of the materials, verification of the completed prescription upon return from the laboratory, adjustment of the completed eyeglasses to the patient's face and the subsequent servicing (e.g., refitting, realigning, readjusting, tightening).

**Limitations**

A. In cases involving Covered Services in which the Professional Provider or Supplier and Covered Person elect to utilize photogrey or light sensitive lenses, the program may provide benefits providing the Covered Person qualifies for such benefits. See the *Schedule of Benefits* for the benefit allowance, if any.

B. Payment for frames, or spectacle lenses and/or contact lenses will be made only if prescribed by a Professional Provider or Supplier.
SECTION 5 - WHAT IS NOT COVERED.

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

- For examinations or materials which are not listed herein as a Covered Service;
- For any lenses which do not require a prescription;
- For an eye examination without a refraction;
- For replacement of lost, stolen, broken or damaged lenses, contact lenses or frames unless the Covered Person would otherwise meet the frequency limitations. However, this does not apply to plan-supplied frames and spectacle lenses obtained from a Participating Provider if breakage occurs during normal use within 365 days of the dispensing date;
- For the cost of any insurance premiums indemnifying the Covered Person against losses for lenses or frames;
- For medical attention or surgical treatment of the eye;
- For diagnostic services, such as diagnosis X-rays, cardiographic, encephalographic examinations and pathological or laboratory tests;
- For drugs or any other medications;
- For procedures, such as but not limited to, orthoptics, vision therapy, subnormal vision aids, and tonography;
- For eye examinations or materials sponsored by the Covered Person’s employer without charge to the Covered Person;
- For any 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 the Worker’s Compensation Law or any similar Occupational Disease Law or Act. This exclusion applies whether or not the Covered Person claims the benefits or compensation, unless the Covered Person is an owner or executive officer and claims an exemption permitted by law;
- For which a Covered Person would have no legal obligation to pay;
- Received from a medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group;
- Incurred prior to the Covered Person’s Effective Date;
- Incurred after the date of termination of the Covered Person’s coverage except for lenses and frames prescribed prior to such termination and delivered within thirty (30) days from such date;
- For telephone consultations, charges for failure to keep a scheduled visit, or charges for completion of a claim form;
- For duplicate and temporary devices, appliances, and services. This exclusion does not apply to disposable contact lenses;
- For which the Covered Person incurs no charge;
- In a facility performed by a Professional Provider or Supplier who in any case is compensated by the facility for similar Covered Services performed for patients;
- Treatment or services 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;
- For any loss sustained or expenses Incurred during military services while on active duty; or as a result of an act of war, whether declared or undeclared;
• Paid or payable by Medicare when Medicare is primary. For purposes of this Plan, a service, supply or charge is “payable under Medicare” when the Covered Person is eligible to enroll for Medicare benefits, regardless of whether the Covered Person actually enrolls for, pays applicable premium for, maintains, claims or receives Medicare benefits;
• For low vision aids;
• For eyeglass frames and contact lenses dispensed within the same Benefit Period by a Participating Provider;
• Other than specifically provided in the section entitled Vision Care Benefits of this Booklet.
SECTION 6 - GENERAL INFORMATION.

Benefits To Which Covered Persons Are Entitled

1. The liability of the Claims Administrator is limited to the benefits specified in the Group Program Document.

2. No person other than a Covered Person is entitled to receive benefits under this benefit program.

3. Benefits for Covered Services will be provided only for services and supplies that are rendered by a Provider specified in the Defined Terms section of this Booklet.

Termination Of Coverage At Termination Of Employment Or Membership In The Group

When a Covered Person ceases to be an Eligible Employee or Eligible Dependent, or the required contribution is not paid, the Covered Person’s coverage will terminate at the end of the last month for which payment was made. However, if benefits under this coverage are provided by and/or approved by the Claims Administrator before the Claims Administrator receives notice of the Covered Person’s termination under the Group Program Document, the cost of such benefits will be the sole responsibility of the Covered Person. In that circumstance, the Claims Administrator will consider the effective date of termination of a Covered Person under the Group Program Document 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.

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

A Covered Person’s benefits under this benefit program may be extended after the date that person ceases to be a Covered Person under the Group Program Document because of termination of employment or termination of membership in the Group. It will be extended if, on that date, the person 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 person remains Totally Disabled from any such illness or injury, but not beyond twelve months if the person ceases to be a Covered Person because the Group Program Document ends.

The Claims Administrator will provide benefits under the Group Program Document during an extension as if the person were still a Covered Person. In addition, the Claims Administrator will provide benefits only to the extent that other coverage for the Covered Services is not provided for by the Group. Continuation of coverage is subject to payment of the applicable premium.
When You Terminate Employment - Continuation Of Coverage Provisions - Consolidated Omnibus Budget Reconciliation Act Of 1985, As Amended (COBRA)

This subsection, and the requirements of COBRA continuation, may or may not apply to the Group. You should contact your Employer to find out whether or not these continuation of coverage provisions apply.

For purposes of this subsection of your Booklet, “qualified beneficiary” means any person who, on the day before any event which would qualify him or her for continuation under this subsection, is covered for group health benefits under this Program.

In addition, any child born to or placed for adoption with you during COBRA continuation will be a qualified beneficiary.

If An Employee Terminates Employment or Has a Reduction of Work Hours: If your group benefits end due to your termination of employment or reduction of work hours, you may elect to continue such benefits for up to eighteen (18) months, if:

1. Your termination of employment was not due to gross misconduct; and
2. You are not entitled to Medicare.

The continuation will cover you and any other qualified beneficiary who loses coverage because of your termination of employment (for reasons other than gross misconduct) or reduction of work hours, subject to the “When Continuation Ends” paragraph of this subsection.

Extra Continuation for Disabled Qualified Beneficiaries: If a qualified beneficiary is determined to be disabled under Title II or Title XVI of the United States Social Security Act on the day before the qualified beneficiary's health benefits would otherwise end due to your termination of employment (for reasons other than gross misconduct) or reduction of work hours or within sixty (60) days of that date, the qualified beneficiary and any other affected qualified beneficiaries may elect to extend the eighteen (18) month continuation period described above for up to an extra eleven (11) months.

To elect the extra eleven (11) months of continuation, the Plan Administrator must be given written proof of Social Security’s determination of the qualified beneficiary’s disability before the earlier of:

1. The end of the eighteen (18) month continuation period; and
2. Sixty (60) days after the date the qualified beneficiary is determined to be disabled.

If, during the eleven (11) month continuation period, the qualified beneficiary is determined to be no longer disabled under the United States Social Security Act, the qualified beneficiary must notify the Plan Administrator within thirty (30) days of such determination, and continuation will end, as explained in the “When Continuation Ends” paragraph of this subsection.

If an Employee Dies: If you die, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to thirty-six (36) months, subject to the “When Continuation Ends” paragraph of this subsection.
If an Employee’s Marriage Ends: If your marriage ends due to divorce or legal separation, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to thirty-six (36) months, subject to the “When Continuation Ends” paragraph of this subsection.

If an Employee Becomes Entitled to Medicare: If you become entitled to Medicare after terminating employment (for reasons other than gross misconduct) or experiencing a reduction of work hours, any qualified beneficiary whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to thirty-six (36) months from the date the initial eighteen (18) month continuation period started, subject to the “When Continuation Ends” paragraph of this subsection.

If you become entitled to Medicare before terminating employment (for reasons other than gross misconduct) or experiencing a reduction of work hours, all qualified beneficiaries other than you whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to eighteen (18) months, but may be extended until thirty-six (36) months from the date you became entitled to Medicare, subject to the “When Continuation Ends” paragraph of this subsection.

If a Dependent Loses Eligibility: If your Dependent child’s group health benefits end due to his or her loss of dependent eligibility as defined under this coverage, other than your coverage ending, he or she may elect to continue such benefits. However, such Dependent child must be a qualified beneficiary. The continuation can last for up to thirty-six (36) months, subject to the “When Continued Ends” paragraph of this subsection.

Concurrent Continuations: If your Dependent who is a qualified beneficiary elects to continue his or her group health benefits due to your termination of employment (for reasons other than gross misconduct) or reduction of work hours, the Dependent may elect to extend his or her eighteen (18) month continuation period to up to thirty-six (36) months, if during the eighteen (18) month continuation period the Dependent becomes eligible for thirty-six (36) months of group health benefits due to any of the reasons stated above.

The thirty-six (36) month continuation period starts on the date the initial eighteen (18) month continuation period started, and the two (2) continuation periods will run concurrently.

The Qualified Beneficiary’s Responsibilities: A person eligible for continuation under this subsection must notify the Plan Administrator, in writing, of:

1. Your divorce or legal separation from your spouse;
2. Your Dependent child’s loss of Dependent eligibility, as defined under this coverage; or

The notice must be given to the Plan Administrator within sixty (60) days of either of these events.

In addition, a disabled qualified beneficiary must notify the Plan Administrator, in writing, of any final determination that the qualified beneficiary is no longer disabled under Title II or Title XVI of
the United States Social Security Act. The notice must be given to the Plan Administrator within thirty (30) days of such final determination.

The Employer’s Responsibilities. Your Employer must notify the Plan Administrator, in writing, of:

1. Your termination of employment (for reasons other than gross misconduct) or reduction of work hours;
2. Your death;
3. Your entitlement to Medicare; or
4. Commencement of employer’s bankruptcy proceedings.

The notice must be given to the Plan Administrator no later than thirty (30) days of any of these events.

The Plan Administrator’s Responsibilities: The Plan Administrator must notify the qualified beneficiary, in writing, of:

1. His or her right to continue the group health benefits described in this booklet;
2. The monthly premium he or she must pay to continue such benefits; and
3. The times and manner in which such monthly payments must be made.

Such written notice must be given to the qualified beneficiary within fourteen (14) days of:

- The date the Employer notifies the Plan Administrator, in writing, of your termination of employment (for reasons other than gross misconduct) or reduction of work hours, your death, or your entitlement to Medicare; or
- The date the qualified beneficiary notifies the Plan Administrator, in writing, of your divorce or legal separation from your spouse, or your Dependent child's loss of eligibility.

The Employer’s Liability: Your Employer will be liable for the qualified beneficiary’s continued group health benefits to the same extent as, and in the place of, the Plan, if:

1. The plan administrator fails to notify the qualified beneficiary of his or her continuation rights, as described above; or
2. The Employer fails to remit a qualified beneficiary’s timely premium payment to the Plan on time, thereby causing the qualified beneficiary’s group health benefit to end.

Election of Continuation: To continue his or her group health benefits, the qualified beneficiary must give the Plan Administrator written notice that he or she elects to continue benefits under the coverage. This must be done within sixty (60) days of the date a qualified beneficiary receives notice of his or her continuation rights from the Plan Administrator as described above or sixty (60) days of the date the qualified beneficiary’s group health benefits end, if later. Furthermore, the qualified beneficiary must pay the first month’s premium in a timely manner.

The subsequent premiums must be paid to the Plan Administrator by the qualified beneficiary, in advance, at the time and in the manner set forth by the Plan Administrator. No further notice of when premiums are due will be given.
The monthly premium will be the total rate which would have been charged for the group health benefits had the qualified beneficiary stayed insured under this benefit plan on a regular basis. It includes any amount that would have been paid by the Employer. An additional charge of two percent (2%) of the total premium charge may also be required by the Employer. Qualified beneficiaries who receive the extended coverage due to disability described above may be charged an additional fifty percent (50%) of the total premium charge during the extra eleven (11) month continuation period.

If the qualified beneficiary fails to give the Plan Administrator notice of his or her intent to continue, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

**Grace in Payment in Premiums:** A qualified beneficiary’s premium payment is timely if, with respect to the first payment after the qualified beneficiary elects to continue, such payment is made no later than forty-five (45) days after such election. In all other cases, the premium payment is timely if it is made within thirty-one (31) days of the specified date.

**When Continuation Ends:** A qualified beneficiary’s continued group health benefits under this coverage ends on the first to occur of the following:

1. With respect to continuation upon your termination of employment or reduction of work hours, the end of the eighteen (18) month period which starts on the date the group health benefits would otherwise end;

2. With respect to a disabled qualified beneficiary and his or her family members who are qualified beneficiaries who have elected an additional eleven (11) months of continuation, the earlier of:
   
   a. The end of the twenty-nine (29) month period which starts on the date the group health benefits would otherwise end; or
   
   b. The first day of the month which coincides with or next follows the date which is thirty (30) days after the date on which a final determination is made that a disabled qualified beneficiary is no longer disabled under Title II or Title XVI of the United States Social Security Act;

3. With respect to continuation upon your death, your divorce or legal separation, or the end of your covered Dependent’s eligibility, the end of the thirty-six (36) month period which starts on the date the group health benefits would otherwise end;

4. With respect to your Dependent whose continuation is extended due to your entitlement to Medicare:
   
   a. After your termination of employment or reduction of work hours, the end of the thirty-six (36) month period beginning on the date coverage would otherwise end due to your termination of employment or reduction of work hours; and
   
   b. Before, your termination of employment or reduction of work hours where, during the eighteen (18)-month period following Medicare entitlement, you terminate employment or have a reduction of work hours, at least to the end of the eighteen
(18) month period beginning on the date coverage would otherwise end due to your termination of employment or reduction of work hours, but not less than thirty-six (36) months from the date you become entitled to Medicare.

5. The date this coverage ends;

6. The end of the period for which the last premium payment is made;

7. The date he or she becomes covered under any other group health plan (as an employee or otherwise) which contains no limitation or exclusion with respect to any pre-existing condition of the qualified beneficiary other than a pre-existing condition exclusion or limitation which he or she satisfies under the Health Insurance Portability and Accountability Act of 1996, as first constituted or later amended;

8. The date he or she becomes entitled to Medicare.

THE PLAN'S RESPONSIBILITIES RELATIVE TO THE PROVISION OF CONTINUATION COVERAGE UNDER THIS COVERAGE ARE LIMITED TO THOSE SET FORTH IN THIS SUBSECTION.

THE PLAN IS NOT THE PLAN ADMINISTRATOR UNDER THE COVERAGE OR FOR PURPOSES OF ERISA OR ANY OTHER FEDERAL OR STATE LAW. IN THE ABSENCE OF THE DESIGNATION OF ANOTHER PARTY AS PLAN ADMINISTRATOR, THE PLAN ADMINISTRATOR SHALL BE THE EMPLOYER.

Continuation Of Incapacitated Child

If your unmarried child is incapable of self-support because of mental or physical incapacity and is dependent on you for over half of his support, you may apply to the Claims Administrator to continue coverage of such child under this coverage upon such terms and conditions as the Claims Administrator may determine. Coverage of such Dependent child shall terminate upon his or her 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 nineteen (19).

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 carrier and submit proof from the prior carrier that the child was covered as a handicapped person.

Timely Filing

The Claims Administrator will not be liable under this coverage unless proper notice is furnished to the Claims Administrator that Covered Services have been rendered to a Covered Person. Written notice must be given within twenty (20) 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.
Your 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 two years after the end of the Benefit Period in which the Covered Services are rendered.
Release Of Information

Each Covered Person agrees that any person or entity having information relating to any Services or Supplies for which benefits are claimed under this benefit 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 shall provide to the Group, at the Group's request, any and all information regarding claims and charges submitted to the Claims Administrator by Providers. The Parties understand that any information provided to the Group will be adjusted by the Claims Administrator to prevent the disclosure of the identity of any Covered Person or other patient treated by said Providers. The Group shall reimburse the Claims Administrator for the actual costs of preparing and providing said information. The Claims Administrator shall provide the Group with such cost figure and obtain the Group's approval of such expense prior to incurring such costs.

The Claims Administrator may also furnish 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 Covered Person 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 Covered Person.

Claim Forms

The Claims Administrator will furnish to the Covered Person making the claim, or to the Group, for delivery to such Covered Person, such forms as are required for filing proof of loss.

Time Of Payment Of Claims

All benefits payable under this benefit program will be payable not more than sixty (60) days after receipt of proof.

Right To Recover Payments In Error

If the Claims Administrator should pay for any contractually excluded services through inadvertence or error, the Claims Administrator maintains the right to seek recovery of such payment from the Professional Provider, Supplier or Covered Person to whom such payment was made.

Limitation Of Actions

No legal action may be taken to recover benefits prior to sixty (60) days after notice of claim has been given as specified above, and no such action may be taken later than two (2) years after the date services are rendered.
Covered Person/Provider Relationship

1. The choice of a Provider is solely the Covered Person's.
2. The Claims Administrator does not furnish Covered Services but only makes payment for Covered Services received by Covered Persons. The Claims Administrator is not liable for any act or omission of any Professional Provider or Supplier. The Claims Administrator has no responsibility for a Professional Provider's or Supplier's failure or refusal to render Covered Services to a Covered Person.

Agency Relationships

The Group is the agent of the Member, not the Claims Administrator.

Identification Cards And Benefit Booklets

The Claims Administrator will provide the Identification Cards to Covered Persons or to the Group, depending on the direction of the Group. The Claims Administrator will also provide to each Member of an Enrolled Group a benefit Booklet describing the benefits provided under the Group Program Document.

Member Rights

A Member shall have no rights or privileges as to the benefits provided under this coverage except as specifically provided herein.

Notice

Any notice required under the Group Program Document must be in writing. Notice given to a Member will be given to the Member in care of the Group, or sent to the Member's last address furnished to the Claims Administrator by the Group. The Group, the Claims Administrator, or a Member may, by written notice, indicate a new address for giving notice.

Subrogation And Reimbursement Rights

By accepting benefits for Covered Services, you agree that the Claims Administrator has the right to enforce subrogation and reimbursement rights. This section explains these rights and the responsibilities of each Covered Person pertaining to subrogation and reimbursement. The term Covered Person 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 you 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.

Subrogation Rights
Subrogation rights arise when the Claims Administrator pays benefits on behalf of a Covered Person and the Covered Person 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 Covered Person’s right to recover from the Responsible Third Party. This means that the Claims Administrator “stands in your shoes” - and assumes your 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 you for medical expenses or paid medical expenses on your 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 you pursue the Responsible Third Party for any recovery.

Reimbursement Rights

If a Covered Person obtains any recovery - regardless of how it’s described or structured - from a Responsible Third Party, the Covered Person must fully reimburse the Claims Administrator for all medical expenses that were paid to the Covered Person or on the Covered Person’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 you agree to a first priority equitable lien by agreement on any payment, reimbursement, settlement or judgment received by you, or anyone acting on your behalf, from any Responsible Third Party. As a result, you must repay to the Claims Administrator the full amount of the medical expenses that were paid to you or on your 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 Covered Person 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 you (or anyone acting on your behalf) receive damages, compensation, benefits or payments of any type from a Responsible Third Party (whether by a court judgment, settlement or otherwise), you agree to maintain the funds in a separate, identifiable account and that the Claims Administrator has a lien on the monies. In addition you agree to serve as the trustee over the monies for the benefit of Claims Administrator to the full extent that the Claims Administrator has reimbursed you for medical expenses or paid medical expenses on your 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 Covered Person, 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 Covered Person or on the Covered Person’s behalf plus the costs and fees that are incurred by the Claims Administrator to enforce these rights without regard to whether the Covered Person 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, if any, described in this Booklet or Group Program Document, 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 Covered Person receives or has the right to recover no-fault insurance benefits. All rights under this section are enforceable against the heirs, legal guardians or legal representatives of the Covered Person.

• The Claims Administrator is entitled to recover the full amount of the medical benefits paid without regard to any claim of fault on your part.

Obligations of Covered Person

Immediately notify the Claims Administrator or its designee in writing if you assert 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 you or your representative - or you or your 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 you receive 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) you or for your 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 Covered Person.

IMPORTANT: Failure to Cooperate
If you fail or refuse 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 your participation in the benefit program.

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 coverage (e.g., use of Participating Providers), or to the administration of this benefit program by the Claims Administrator, the Claims Administrator may on a selective basis, waive certain procedural requirements of this coverage. 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 Participating 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: (a) major disaster; (b) epidemic; (c) pandemic; (d) the complete or partial destruction of facilities; (e) riot; or (f) civil insurrection.

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;
- 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.
SECTION 7 - RESOLVING PROBLEMS (COMPLAINTS/APPEALS).

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:

Independence Blue Cross
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 thirty (30) days.

Member Appeal Process

Filing an Appeal. The Claims Administrator maintains procedures for the resolution of Member appeals. Member appeals may be filed within one hundred eighty (180) days of the receipt of a decision from the Claims Administrator stating an adverse benefit determination. An appeal occurs when the Member 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. Contact the Claims Administrator as directed below to obtain a form for a member/enrollee to authorize an appeal by a Provider or other representative 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

Types of Member Appeals and Timeframe Classifications. Following are the two types of Member appeals and the issues they address:

- Medical Necessity Appeal Issues – 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 the exclusions for experimental/investigative or cosmetic services.
• **Administrative Appeal Issues** — An appeal by or on behalf of a Member that focuses on unresolved Member disputes or objections regarding a Claims Administrator decision that concerns coverage terms such as contract exclusions and non-covered benefits, exhausted benefits, and claims payment issues. Although an administrative appeal may present issues related to Medical Necessity, these are not the primary issues that affect the outcome of the appeal.

The timeframes described below for completing a review of each appeal depend on additional classifications:

• **Standard Pre-service appeal** - An appeal for benefits that, under the terms of the Plan, must be precertified or pre-approved (either in whole or in part) before medical care is obtained in order for coverage to be available.

• **Standard 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.)

• **Expedited/Urgent appeal** — An appeal that provides faster review, according to the procedures described below, on a pre-service issue. The Claims Administrator will conduct an expedited appeal on a pre-service issue when it determines, based on applicable guidelines, that delay in decision-making would seriously jeopardize the Member’s life, health or ability to regain maximum function or would subject the Member to severe pain that cannot be adequately managed while awaiting a standard appeal decision.

**Information for the Appeal Review including Matched Specialist’s Report.** The Member may submit to the Claims Administrator additional information pertaining to the Member’s case. The Member may specify the remedy or corrective action being sought. Upon request at any time during the appeal process, the Claims Administrator will provide the Member or the Member’s authorized representative access to, and copies of, documents, records, and other information relevant to the appeal that is provided for the appeal decision maker(s) to review. Input from a matched specialist is obtained for all Medical Necessity Appeals. A matched specialist is a licensed Physician or psychologist in the same or similar specialty as typically manages the care under review. The matched specialist cannot be the person who made the adverse benefit determination at issue in the appeal and cannot be a subordinate of the person who made that determination.

**Appeal Committee Composition and Role.** Each Appeals Committee described below will be comprised of one (1) to three (3) persons designated by the Claims Administrator to act as decision maker(s) on the appeal. The Committee decision maker(s) did not make the adverse benefit determination at issue in the appeal and are not subordinates of the person who made that determination. Each Committee will review all relevant information for the appeal, whether from the Member or the Member’s authorized representative or obtained from other sources during the investigation of the appeal issues.
STANDARD APPEALS: Process and timeframes

An acknowledgement letter and description of the appeal process is mailed following receipt of a Member appeal. A standard consists of one level of internal review for which evaluation and decision must be completed within the following timeframes:

- Standard Pre-service Appeal – within thirty (30) days of receipt of the appeal request
- Standard Post-service Appeal – within sixty (60) days of receipt of the appeal request

The appeal review will occur based on the information available for the Appeal Committee’s review. The Member is encouraged to supply additional relevant information to the appeals specialist preparing the appeal.

Written notice of the standard appeal decision will be sent within the timeframes stated above. If the appeal is denied, the decision notice will state the specific reason for the denial, refer to Plan provision(s) and guidelines on which the decision is made, tell the Member about relevant information that is available free of charge, and describe external appeal rights or other dispute resolution options that may be available to the Member.

The standard appeal decision is final with respect to the Member’s right to appeal through the Claims Administrator’s internal member appeal process.

EXPEDITED APPEALS: Process and timeframes

If a case involves a serious medical condition which the Member believes may jeopardize the life, health, ability to regain maximum function, or would subject the Member to severe pain that cannot be adequately managed while awaiting a standard appeal decision, the Member may ask to have the case reviewed in a quicker manner, as an expedited appeal. An expedited appeal consists of one level of internal review for which the evaluation and decision must be completed within the following timeframe:

- Expedited Pre-service Appeals - within seventy-two (72) hours of receipt of the appeal request.

To request an expedited appeal by the Claims Administrator, call or fax the Member Appeals Department at the phone numbers listed above under “Filing an Appeal.” Information related to an appeal will be requested and the Member will be promptly informed whether it qualifies for review as an expedited appeal or must instead be processed as a standard appeal.

The Expedited Appeal Committee will review all relevant information for the appeal from the Member or his authorized representative or from other sources that is received in time to permit compliance with the time limits for review of an expedited appeal. The Member is encouraged to supply additional relevant information to the appeals specialist preparing the appeal.
The Expedited Appeal review will be completed promptly based on a Member’s health condition, but no later than seventy-two (72) hours after receipt of the expedited appeal by the Claims Administrator. The Member will be notified of the decision by telephone and a letter mailed in no more than seventy-two (72) hours. If the appeal is denied, the decision notice will state the specific reason for the denial, refer to Plan provision(s) and guidelines on which the decision is made, tell the Member that relevant information is available free of charge, and describe external appeal rights or other dispute resolution options that may be available to the Member. The expedited appeal decision is then final with respect to a Member’s right to appeal through the Claims Administrator’s internal appeal process.

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The policy and procedures for Member appeals may change due to changes that the Claims Administrator makes to comply with applicable state and federal laws and regulations, to satisfy standards of certain recognized accrediting agencies, or to otherwise improve the Member Appeals process.
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

PLEASR REVIEW IT CAREFULLY.

Independence Blue Cross\(^2\) 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.

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, Keystone Health Plan East, QCC Insurance Company, and Vista Health Plan, Inc. independent licensees of the Blue Cross and Blue Shield Association.

This revised Notice takes effect on September 23, 2013, 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](http://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 disclosure 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 audits and investigations of the health care system, to determine eligibility for government programs, to determine compliance with government program standards, and for certain civil rights enforcement actions.
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 or 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.

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 practically 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"). 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

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 a 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.
EFFECTIVE September 23, 2013

To file a privacy complaint with us, you may contact Member Services at the telephone number on the back of your 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)

Hearing-impaired TTY users may call 711 to receive assistance free of charge.

Para obtener asistencia en Español, por favor comuníquese con el Servicio de Atención al Cliente al número que figura en su tarjeta de identificación.

Upang makakuha ng tulong sa Tagalog, tumawag sa numero ng telepono ng serbisyong pangkostumer na nakalista sa iyong card ng pagkikilanlan.

要取得中文協助，請撥打列示在您身份證上的客戶服務電話。

Táá Diné k’ehjí shíka ’adoowo•nínízingo, ninaaltsoos bee ééhóziníígií béésh bee hane’é bikáá’ bee bik’e’ashchiníígií bich’i’ hodíílnih.
An Important Message about a Policy Change to Protect Your Privacy

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), Independence Blue Cross allows its members the right to authorize a third party to receive their protected health information by completing a HIPAA authorization form.

Previously, the IBC HIPAA authorization form explained that your authorization would automatically expire six months after your coverage with IBC ends. We have made a change to this policy and your authorization will no longer expire unless you revoke it in writing.

If you have any questions regarding this new policy, please contact our Customer Service Department by calling the telephone number on the back of your health insurance identification card.
Benefits underwritten or administered by Keystone Health Plan East, a subsidiary of Independence Blue Cross – Independent licensees of the Blue Cross and Blue Shield Association.

Independence Blue Cross is an independent licensee of the Blue Cross and Blue Shield Association.