

**SELF-FUNDED  
PLAN DOCUMENT  
FOR**

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**WOFFORD**

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**GROUP MEDICAL PLAN**

**Restated  
Effective Date: July 1, 2024**

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Capitalized terms are defined in the Definitions section of this Plan Document.

## **ABOUT YOUR PLAN**

**Because of the dramatic increase in the cost of medical care, group health Plans encourage and reward those covered individuals who are selective in their purchase of medical services.**

**Please review this booklet, which describes your health Plan. Be a selective medical consumer and assume the major role in keeping the cost of medical services at a minimum.**

Your Plan Sponsor has established a comprehensive Group Health Plan (“Plan”) for its Employees. In connection with the Plan, your Plan Sponsor has retained the services of *Planned Administrators, Inc.* (PAI) (a third-party administrator) to process and pay health claims and to provide administrative services in connection with the operation of this Plan of Benefits. PAI has contracted with the **BlueCross BlueShield of South Carolina Preferred Blue, MedCost, Private Healthcare System (PHCS) and PHCS Travel networks** as the Preferred Provider Organizations (PPOs).

**Under this Plan of Benefits, the Benefits you receive will depend on whether the Provider of medical services is a Participating or Non-Participating Provider. You will receive maximum Benefits that can be paid if you use Participating Providers who participate in the PPO Program (the term “PPO Providers” is explained further below) and when you obtain Preauthorization, when required, before getting medical care. The amount you have to pay may increase when you do not use Participating Providers and if you do not obtain preauthorization (unless it is an emergency) before you receive medical care or services.**

It is your responsibility to ensure that your Provider is a PPO Provider. You should verify your Provider’s status before services are rendered. To verify whether your Provider is a PPO Provider, you may:

- Ask the Provider if they participate in the PPO program referenced above.
- See the appropriate website for Provider information. Link available on [www.paisc.com](http://www.paisc.com).
- Call PAI.\*

\* The methods of verifying PPO participation may have timing differences between when a Provider is participating in the PPO or terminating from the PPO. The preferable method of obtaining the most correct information is to ask your Provider.

The PPO for South Carolina Employees is BlueCross BlueShield of South Carolina Preferred Blue. For North Carolina Employees, the MedCost network is the PPO. Private Healthcare Systems (PHCS) is the PPO for Employees in Colorado and PHCS Travel network is the PPO for Employees traveling out of these states.

**PPO Providers** include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies (as listed in the Definitions section) that have a written agreement with the PPO. Under their agreement with the PPO, PPO Providers will do the following:

- File all claims for Benefits or supplies with PAI;
- Ask you to pay only the Deductible, per occurrence Copays and Coinsurance amounts, if any, for Benefits;
- Accept the preferred allowance as payment in full for Covered Expenses;
- Make sure that all necessary approvals are obtained from the Medical Services Department.

**Non-PPO Providers** include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies that are not under contract with the PPO. Non-PPO Providers can bill you their total charge. They may ask you to pay the total amount of their charges at the time you receive services or supplies, or to file your own claims, and you will need to obtain any necessary approvals for benefits to be paid. In addition to Deductibles and Coinsurance, you are responsible for the difference between the Non-PPO Provider’s charge and the Allowed Amount for Covered Expenses.

Although Benefits typically are reduced when you use a Non-PPO Provider, Benefits provided by a Non-PPO Provider will be covered at the PPO Provider level under the following circumstances:

- In the event treatment is for an Emergency Medical Condition as defined in this Plan of Benefits and PPO Provider care is not available;
- For treatment by a Specialist when a PPO Provider Specialist is not available;
- For Non-PPO Provider ancillary services rendered in a PPO Provider Hospital and/or
- The Participant requires a Transplant and the Transplant is performed at a Centers of Excellence (COE) facility.

**Out-of-area Emergency Provision**—If a Participant receives care for an Emergency Medical Condition from a Non-Participating Provider, the Plan will pay for Benefits at a PPO Provider level of Benefits if all of these conditions are met:

- You were traveling for reasons other than seeking medical care when the Emergency Medical Condition occurred.
- You were treated for an accidental injury or new Emergency Medical Condition.

Benefits under this provision are subject to the Deductibles or Copays, Coinsurance and all Plan of Benefits maximums, limits and exclusions.

If you have claims that meet all of these conditions, write or call PAI. PAI will review your claims to determine if additional Benefits can be provided.

### **Customer Service**

PAI is committed to helping you understand your coverage and obtain maximum Benefits on your claims. If you have questions about your coverage, you may access [www.paisc.com](http://www.paisc.com), call or write PAI at the following:

**Planned Administrators, Inc.**  
**Attn: Claims**  
**P.O. Box 6927**  
**Columbia, SC 29260**  
**800-768-4375**

Once a claim has been processed, you will have access to an Explanation of Benefits (EOB) at [www.paisc.com](http://www.paisc.com) or by contacting customer service. An EOB also will be mailed to you. The EOB explains who provided the care, the kind of service or supply received, the amount billed, the Allowed Amount, the Coinsurance rate and the amount paid. It also shows Benefit Year Deductible information and the reasons for denying or reducing a claim.

### **Time Limits to File a Claim**

Claims must be filed no later than 12 months from the incurred dates of service in which you or your Dependents receive the medical services or supplies. Exceptions may be made where you show that you were not legally competent to file the claim.

### **Authorized Representatives and Representatives designated under Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Unless expressly permitted by law, you and your Dependent's PHI generally cannot be released to any other person without your or your Dependent's consent. However, there are instances when you may want someone to discuss your PHI with PAI or receive Explanation of Benefits etc. to manage your care. In order to comply with applicable laws and also to comply with your request, you must sign a written authorization form. To obtain a copy of the form, please log in to your Member page at [www.paisc.com](http://www.paisc.com) and click on the Forms tab where you will find the PAI HIPAA Forms option. You can print this form and mail to the PAI address, or you can call 800-768-4375 for a copy of the form.

A Provider may be considered a Participant's authorized representative without a specific designation by the Participant when the claim request is for an Urgent Care Claim. A Provider may be a Participant's authorized representative with regard to non-Urgent Care Claims for Benefits or an appeal of an Adverse Benefit Determination only when the Participant gives the Plan supervisor a specific written designation in a format that is reasonably acceptable to PAI to act as an authorized representative. All information and notifications will continue to be directed to the Participant unless the Participant gives contrary directions.

## **PREAUTHORIZATION**

To receive the maximum Benefits, certain types of services and equipment and all Admissions require Preauthorization in order to be covered under the Plan. Depending on the type of service, either the BlueCross BlueShield of South Carolina Medical Review Department or Companion Benefit Alternatives, Inc. (“CBA”) must give advance authorization for the services and equipment that require Preauthorization and for all Admissions.

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Preauthorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Preauthorization. Each Participant is responsible for obtaining Preauthorization and the appropriate review. If Preauthorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Preauthorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Preauthorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Preauthorization is obtained through the following procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Preadmission Review.
2. For all Admissions that result from an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approved through the initial review process, Preauthorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Preauthorization, Preauthorization is granted or denied in the course of the Preauthorization process.
5. For items requiring Preauthorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Preauthorization are listed on the Schedule of Benefits.

### **Who to Call for Preauthorization**

**For Preauthorization for medical care, call the BlueCross BlueShield of South Carolina Medical Review Department at 800-652-3076.**

**For Preauthorization for Inpatient and Outpatient Mental Health Services, Mental Health Conditions or Substance Use Services, call CBA at 800-868-1032. CBA is a Mental Health and Substance Use subsidiary of BlueCross BlueShield of South Carolina.**

If you are unsure if Preauthorization is required, call PAI customer service. However, customer service representatives cannot give approval for services.

These numbers also are on the back of your Identification Card. Be sure to keep your Identification Card with you at all times, since you never know when you may need to reach us.

When you call for Preauthorization, you will be asked for the following information:

- Your name and ID number
- Participant’s Employer
- The patient’s name and relationship to you
- The Provider’s name, address and phone number
- If applicable, the Hospital or Skilled Nursing Facility’s name, address and phone number
- The reason the requested service, supply or Admission is necessary

After careful review, your Physician and Hospital will be notified whether the service, supply or Admission is approved as Medically Necessary and how long the approval is valid.

If you are or a Dependent is undergoing a human organ and/or tissue Transplant, written approval must be obtained in advance and the procedure must be done at a facility that PAI designates. **If PAI does not pre-approve these services in writing** or they are not done by a Provider PAI designates, then this Plan will not pay any Benefits.

If your Physician recommends services and supplies for you or your Dependent for any reason, make sure you tell your Physician that your health insurance Plan requires Preauthorization. Participating Providers will be familiar with this requirement and will get the necessary approvals.

Please note that if your claim for services or Benefits is denied, you may request further review under the guidelines set out in the Claims Filing and Appeal Procedures section of this booklet. Remember that a denial of a Preauthorization is a denied claim for purposes of an appeal.

## CLAIMS FILING AND APPEAL PROCEDURES

### A. CLAIMS FILING PROCEDURES

1. Where a Participating Provider renders services, generally the Participating Provider should either file the claim on a Participant's behalf or provide an electronic means for the Participant to file a claim while the Participant is in the Participating Provider's office. However, the Participant is responsible for ensuring that the claim is filed.
2. Written notice of receipt of services on which a claim is based must be furnished to PAI, at its address listed in this booklet, within twenty (20) days of the beginning of services, or as soon thereafter as is reasonably possible. Failure to give notice within the time does not invalidate nor reduce any claim if the Participant can show that it was not reasonably possible to give the notice within the required time frame and if notice was given as soon as reasonably possible. Upon receipt of the notice, PAI will furnish or cause a claim form to be furnished to the Participant. If the claim form is not furnished within fifteen (15) days after PAI receives the notice, the Participant will be deemed to have complied with the requirements of this Plan of Benefits as to proof of loss. The Participant must submit written proof covering the character and extent of the services within this Plan of Benefits' time fixed for filing proof of loss.
3. For Benefits not provided by a Participating Provider, the Participant is responsible for filing claims with PAI. When filing the claims, the Participant will need the following:
  - a. A claim form for each Participant. Participants can get claim forms from PAI at the telephone number indicated on the Identification Card or via the website, [www.paisc.com](http://www.paisc.com).
  - b. Itemized bills from the Provider(s). These bills should contain all the following:
    - i. Provider's name and address;
    - ii. Participant's name and date of birth;
    - iii. Participant's Identification Card number;
    - iv. Description and cost of each service;
    - v. Date that each service took place; and
    - vi. Description of the illness or injury and diagnosis.
  - c. Participants must complete each claim form and attach the itemized bill(s) to it. If a Participant has other insurance that already paid on the claim(s), the Participant also should attach a copy of the other Plan's Explanation of Benefits notice.
  - d. Participants should make copies of all claim forms and itemized bills for the Participant's records, since they will not be returned. Claims should be mailed to PAI's address listed on the claim form.
4. PAI must receive the claim within ninety (90) days after the beginning of services. Failure to file the claim within the ninety (90) day period, however, will not prevent payment of Covered Expenses if the Participant shows that it was not reasonably possible to file the claim timely, provided the claim is filed as soon as is reasonably possible. Except in the absence of legal capacity, claims must be filed no later than twelve (12) months following the date services were received.
5. Receipt of a claim by PAI will be deemed written proof of loss and will serve as written authorization from the Participant to PAI to obtain any medical or financial records and documents useful to the Plan of Benefits. The Plan of Benefits, however, is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only on the basis of the information supplied at the time the claim was processed. Any party who submits medical or financial reports and documents to PAI in support of a Participant's claim will be deemed to be acting as the agent of the Participant. If the Participant desires to appoint an Authorized Representative in connection with such Participant's claims, the Participant should contact PAI for an Authorized Representative form.



6. There are four (4) types of claims: Pre-Service Claims, Urgent Care Claims, Post-Service Claims, and Concurrent Care Claims. The Group Health Plan will make a determination for each type of claim within the following time periods:
  - a. Pre-Service Claim
    - i. A determination will be provided in writing or in electronic form within a reasonable period of time, appropriate to the medical circumstances, but no later than fifteen (15) days from receipt of the claim.
    - ii. If a Pre-Service Claim is improperly filed, or otherwise does not follow applicable procedures, the Participant will be sent notification within five (5) days of receipt of the claim.
    - iii. An extension of fifteen (15) days is permitted if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial fifteen (15) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.
  - b. Urgent Care Claim
    - i. A determination will be sent to the Participant in writing or in electronic form as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours from receipt of the claim.
    - ii. If the Participant's Urgent Care Claim is determined to be incomplete, the Participant will be sent a notice to this effect within twenty-four (24) hours of receipt of the claim. The Participant then will have forty-eight (48) hours to provide the additional information. Failure to provide the additional information within forty-eight (48) hours may result in the denial of the claim.
    - iii. If the Participant requests an extension of Urgent Care Benefits beyond an initially determined period and makes the request at least twenty-four (24) hours prior to the expiration of the original determination period, the Participant will be notified within twenty-four (24) hours of receipt of the request for an extension.
  - c. Post-Service Claim
    - i. A determination will be sent within a reasonable time period, but no later than thirty (30) days from receipt of the claim.
    - ii. An extension of fifteen (15) days may be necessary if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial thirty (30) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.
  - d. Concurrent Care Claim

The Participant will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction or termination to allow the Participant time to appeal the decision before the Benefits are reduced or terminated.

7. Notice of Determination

- a. If the Participant's claim is filed properly, and the claim is in part or wholly denied, the Participant will receive notice of an Adverse Benefit Determination, in a culturally and linguistically appropriate manner, that will:
  - i. Include information sufficient to identify the claim involved (including date of service, healthcare Provider, claim amount (if applicable) and a statement describing the availability, upon request, of the diagnosis and treatment codes and their corresponding meanings;
  - ii. State the specific reason(s) for the Adverse Benefit Determination, including the denial code and its corresponding meaning, as well as a description of the standard (if any) that was used in denying the claim;
  - iii. Reference the specific Plan of Benefits provisions on which the determination is based;
  - iv. State that the Member is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Participant's claim;
  - v. Describe additional material or information, if any, needed to complete the claim and the reasons such material or information is necessary;
  - vi. Describe the claims review procedures and the Plan of Benefits and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review;
  - vii. Disclose any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request);
  - viii. If the reason for denial is based on a lack of Medical Necessity, or Experimental or Investigational services exclusion or similar limitation, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request).
  - ix. Disclose the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under section 2793 of the Public Health Service Act to assist individuals with the internal claims and appeals and external review processes.
- b. The Participant will also receive a notice if the claim is approved.

**B. APPEAL PROCEDURES FOR AN ADVERSE BENEFIT DETERMINATION**

1. The Participant has one hundred eighty (180) days from receipt of an Adverse Benefit Determination to file an appeal. An appeal must meet the following requirements:
  - a. An appeal must be in writing;
  - b. An appeal must be sent (via U.S. mail or FAX) at the address or FAX number below:

Planned Administrators, Inc.  
Attention: Appeals  
P.O. Box 6927  
Columbia, SC 29260  
**FAX 1-803-870-8012**
  - c. The appeal request must state that a formal appeal is being requested and include all pertinent information regarding the claim in question,;
  - d. An appeal must include the Participant's name, address, identification number and any other information, documentation or materials that support the Participant's appeal.

2. The Participant may submit written comments, documents, or other information in support of the appeal, and will (upon request) have access to all documents relevant to the claim. A person other than the person who made the initial decision will conduct the appeal. No deference will be afforded to the initial determination.
3. The Participant must raise all issues and grounds for appealing an Adverse Benefit Determination at every stage of the appeals process or such issues and grounds will be deemed permanently waived.
4. If the appealed claim involves an exercise of medical judgment, the Plan Sponsor will consult with an appropriately qualified health care practitioner with training and experience in the relevant field of medicine. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on the appeal.
5. The final decision on the appeal will be made within the time periods specified below:
  - a. Pre-Service Claim
 

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than thirty (30) days after receipt of the appeal.
  - b. Urgent Care Claim
 

The Participant may request an expedited appeal of an Urgent Care Claim. This expedited appeal request may be made orally, and the Plan Sponsor will communicate with the Participant by telephone or facsimile. The Plan Sponsor will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than seventy-two (72) hours after receipt of the request for an expedited appeal.
  - c. Post-Service Claim
 

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, but no later than sixty (60) days after receipt of the appeal.
  - d. Concurrent Care Claim
 

The Plan Sponsor will decide the appeal of Concurrent Care Claims within the time frames set forth in the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, item 4 a.-c., depending on whether such claim also is a Pre-Service Claim, an Urgent Care Claim or a Post-Service Claim.
6. Notice of Final Internal Appeals Determination
  - a. If a Participant's appeal is denied in whole or in part, the Participant will receive notice of an Adverse Benefit Determination, in a culturally and linguistically appropriate manner, that will:
    - i. Include information sufficient to identify the claim involved (including date of service, healthcare Provider, claim amount (if applicable)) and a statement describing the availability, upon request, of the diagnosis and treatment codes and their corresponding meanings;
    - ii. State specific reason(s) for the Adverse Benefit Determination, including the denial code and its corresponding meaning, as well as a description of the standard (if any) that was used in denying the claim and a discussion of the decision;
    - iii. Reference specific provision(s) of the Plan of Benefits on which the Benefit determination is based;
    - iv. State that the Member is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for Benefits;
    - v. Describe any voluntary appeal procedures offered by the Corporation (on behalf of the Group Health Plan) and the Member's right to obtain such information;
    - vi. Disclose any internal rule, guideline or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request);

- vii. If the reason for an Adverse Benefit Determination on appeal is based on a lack of Medical Necessity, Investigational or Experimental or other limitation or exclusion, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request);
  - viii. Include a statement regarding the Member's right to bring an action under section 502(a) of ERISA;
- b. The Member will also receive, free of charge, any new or additional evidence considered, relied upon or generated in connection with the claim. This evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of Adverse Benefit Determination is received to give the Member a reasonable opportunity to respond prior to that date.
  - c. If the Adverse Benefit Determination is based on a new or additional rationale, then the Member will be provided with the rationale, free of charge. The rationale will be provided as soon as possible and sufficiently in advance of the date of the Adverse Benefit Determination to give the Member a reasonable opportunity to respond prior to that date.
  - d. The Member will be provided, as soon as practicable upon request, the diagnosis and treatment codes and their corresponding meanings associated with the Adverse Benefit Determination.
  - e. No decisions regarding hiring, compensation, termination, promotion or other similar matters with respect to any individual will be made based upon the likelihood that the individual will support the denial of Benefits.
  - f. A Member's claim and appeals will be decided pursuant to a good faith interpretation of the Plan of Benefits, in the best interest of the Member, without taking into account either the amount of the Benefits that will be paid to the Member or the financial impact on the Group Health Plan.
  - g. The Member will also receive a notice if the claim on appeal is approved.

### **C. EXTERNAL REVIEW PROCEDURES**

1. After a Participant has completed the appeal process, a Participant may be entitled to an additional, external review of the Participant's claim at no cost to the Participant. An external review may be used to reconsider the Participant's claim if PAI has denied, either in whole or in part, the Participant's claim. In order to qualify for external review, the claim must have been denied, reduced, or terminated.
2. After a Participant has completed the appeal process (and an Adverse Benefit Determination has been made), such Participant will be notified in writing of such Participant's right to request an external review. The Participant should file a request for external review within four (4) months of receiving the notice of PAI's decision on the Participant's appeal. In order to receive an external review, the Participant will be required to authorize the release of such Participant's medical records (if needed in the review for the purpose of reaching a decision on Participant's claim).
3. Within six (6) business days of the date of receipt of a Participant's request for an external review, PAI will respond by either:
  - a. Assigning the Participant's request for an external review to an Independent Review Organization and forwarding the Participant's records to such organization; or,
  - b. Notifying the Participant in writing that the Participant's request does not meet the requirements for an external review and the reasons for PAI's decision.
4. The external review organization will take action on the Participant's request for an external review within forty-five (45) days after it receives the request for external review from PAI.

5. Expedited external reviews are available if the Participant's Physician certifies that the Participant has a serious medical condition. A serious medical condition, as used in the Claims Filing and Appeal Procedures section, C. External Review Procedures, item 5, means one that requires immediate medical attention to avoid serious impairment to body functions, serious harm to an organ or body part, or that would place the Participant's health in serious jeopardy. If the Participant may be held financially responsible for the treatment, a Participant may request an expedited review of PAI's decision if PAI's denial of Benefits involves Emergency Medical Care and the Participant has not been discharged from the treating Hospital.

## **COMPREHENSIVE CASE MANAGEMENT**

\*Case management is provided through a contract between PAI and BlueCross BlueShield of South Carolina.\*

### **COMPREHENSIVE CASE MANAGEMENT**

Your Employer provides you with access to *Comprehensive Case Management*, a unique patient support and education program which provides you with a registered nurse case manager to assist you in making informed decisions about your healthcare when you're seriously ill or injured. Participation in the program, however, is voluntary and at no cost to Members.

The comprehensive case management program is a patient-centered approach to developing a comprehensive plan of cost-effective health care. The services provided under the case management program include:

- A. Evaluation and assistance for the Participant to help develop a plan of services to meet specific needs;
- B. Assistance with obtaining unusual equipment or supply needs;
- C. Assistance in home care planning and implementation;
- D. Arrangements for needed nursing/caregiver services;
- E. Providing help with assessment of rehabilitation needs and Provider arrangements;
- F. Offering appropriate and effective alternative care/therapy suggestions for Mental Health Services and/or Substance Use Services as determined by medical care review;
- G. Monitoring and assuring treatment programs and interventions for Mental Health Services and/or Substance Use Services; and
- H. Functioning as an effective resource for information on treatment facilities and available care for Mental Health Services and/or Substance Use Services.

The case management program is voluntary and will not provide Benefits in excess of those ordinarily available under the Plan.

### **ALTERNATIVE TREATMENT PLAN UNDER CASE MANAGEMENT**

In the course of the case management program, the Plan Administrator shall have the right to alter or waive the normal provisions of this Plan of Benefits when it is reasonable to expect a cost-effective result without a sacrifice to the quality of patient care.

Benefits provided under this section are subject to all other Plan of Benefits provisions. Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Participant or any other Participant. Nothing contained in this Plan of Benefits shall obligate the Plan Administrator to approve an alternative treatment plan.

**Telemedicine and Virtual Counseling** is an innovative program (offered through First Stop Health) that allows Participants to access free, quality medical care for employees and their immediate family. Medical consultations can be conducted with a board certified, credentialed and licensed Physician who can diagnose illnesses, recommend treatment and, when necessary, prescribe medication AND do it all by phone or video. 24 hours a day EVERY day availability saves valuable time and money by avoiding unnecessary visits to the emergency room, urgent care clinics and your Primary Care Physician (PCP).

First Stop Health offers convenient medical help such as:




**Talk to a doctor 24/7**

Get treatment within minutes for minor injuries, illnesses, and prescriptions.

- Cough & Sore Throat
- Infection (Sinus, Ear, UTI, etc.)
- Skin Rash
- Muscle/Joint Pain
- Medication Refill\*

\*Doctors can write prescriptions when needed. Prescription costs are applicable to your medical plan.



**Talk to a counselor**

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\*Doctors can write prescriptions when needed. Prescription costs are applicable to your medical plan.

## MEDICAL SCHEDULE OF BENEFITS

This Schedule of Benefits and the Benefits described herein are subject to all terms and conditions of the Plan of Benefits. In the event of a conflict between the Plan of Benefits and this Schedule of Benefits, the Schedule of Benefits shall control. Capitalized terms used in this Schedule of Benefits have the meaning given to such terms in the Plan of Benefits. Percentages stated are those paid by the Group Health Plan. Covered Expenses will be paid only for Benefits that are Medically Necessary.

**Benefit Year is from January 1<sup>st</sup> – December 31<sup>st</sup>.**

### **Deductibles:**

Benefit Year Deductible:  
Benefits with an “\*” indicate that the Benefit Year Deductible is waived.

\$750 per Participant per Benefit Year at a Participating Provider, limited to \$2,250 per family (includes Non-Participating Providers of ambulance services, Emergency Services, and Non-Emergency Services furnished at certain Participating Provider facilities).

\$1,250 per Participant per Benefit Year at a Non-Participating Provider, limited to \$3,750 per family (includes Non-Participating Providers of ambulance services, Emergency Services, and Non-Emergency Services furnished at certain Participating Provider facilities).

Benefit Year Deductible and any Copays must be met before any Covered Expenses are paid.

Covered Expenses that are applied to the Deductible maximum shall contribute to both the Participating and Non-Participating Provider Deductible maximums.

Covered Expenses incurred during the last three (3) months of a Benefit Year that are applied toward satisfying that year’s Benefit Year Deductible will be carried over and applied toward satisfying the next year’s Benefit Year Deductible.

### **Maximums:**

Annual Out-of-Pocket Maximum:

Includes Medical Benefit Year Deductible and Copays and Prescription Drug Copays and Coinsurance.

\$3,750 per Participant and \$9,000 per family at a Participating Provider. (includes Non-Participating Providers of ambulance services, Emergency Services, and Non-Emergency Services furnished at certain Participating Provider facilities).

\$4,250 per Participant and \$10,500 per family at a Non-Participating Provider.

Allowed Amounts are paid at 100% after the Out-of-Pocket Maximum is met.

Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Participating and Non-Participating Provider Out-of-Pocket Maximums.

Penalties and the Coinsurance for Chiropractic, Routine Vision or Temporomandibular Joint Dysfunction (TMJ) services do not contribute to the Out-of-Pocket Maximum determination, nor does the percentage of reimbursement change from the amount indicated on the Schedule of Benefits.



**Preauthorization Requirements:**

- ◆ **All Admissions require Preauthorization**—If Preauthorization is not obtained for services at a Participating Provider, room and board charges will be denied. Preauthorization for services at a Non-Participating Provider is your responsibility, and you will be responsible for the first for a penalty of \$50 if it is not obtained.
- ◆ **The following services require Preauthorization.** If Preauthorization is not obtained, Benefits may be denied.
  - \* Home Health Care
  - \* Admissions for physical rehabilitation
  - \* Air ambulance (non-emergency)
  - \* Human organ and/or tissue Transplants
  - \* Sclerotherapy
  - \* Septoplasty
  - \* Any surgical procedure that may be potentially cosmetic: e.g., blepharoplasty, reduction mammoplasty
  - \* Hysterectomy
  - \* Experimental and Investigational (if covered)
  - \* Inpatient for Mental Health
  - \* Inpatient for Substance Use

**INPATIENT HOSPITAL SERVICES:**

	<b>PPO:</b>	<b>Non-PPO:</b>
Preauthorization required except emergency room admissions		
<b>Room and Board:</b>	80%	50%
<b>All other (non-emergency) Benefits in a Hospital during an Admission (including, for example, facility charges related to the administration of anesthesia, obstetrical services including labor and delivery rooms, drugs, medicine, lab and X-ray services)</b>	80%	50% <sup>2</sup>
<b>Hospital Admission resulting from an emergency room visit:</b>	80%	80% <sup>1</sup>
<b>Skilled Nursing Facility:</b> Limited to 100 days per Benefit Year	80%	50%
<b>Residential Treatment Center:</b>	80%	50%
<b>Physical Rehabilitation Facility:</b> Limited to 100 days per Benefit Year	80%	50%
<b>Intensive Care Unit, Cardiac Care Unit, Burn Unit:</b>	80%	50%
<b>Birth Center:</b>	80%	50%
<b>Newborn Nursery:</b>	80%	50%
<b>Physician Expenses:</b>	80%	50%
<b>Radiology/Pathology Charges:</b>	80%	50%
<b>Mental Health or Substance Use (Non-Emergency Services):</b>	80%	50% <sup>1 2</sup>
<b>Mental Health or Substance Use, Physician Charges (Non-Emergency Services):</b>	80%	50% <sup>1 2</sup>
<b>Mental Health or Substance Use (Emergency Room Admissions):</b>	80%	80% <sup>1 2</sup>
<b>Mental Health or Substance Use, Physician Charges (Emergency Room Admissions):</b>	80%	80% <sup>1 2</sup>
<b>Anesthesia:</b>	80%	50% <sup>1 2</sup>

<sup>1</sup>When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider’s charge if the Allowable charge is less.

**MEDICAL SCHEDULE OF BENEFITS - CONTINUED**

<sup>2</sup>Non-PPO provider **at a PPO Provider Facility**: When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider’s Charge, if greater than the Allowable Charge.

<b>OUTPATIENT SERVICES:</b>	<b>PPO:</b>	<b>Non-PPO:</b>
<b>Hospital and Ambulatory Surgical Center Charges:</b> Includes services provided on an outpatient basis, such as: Lab, X-ray and other diagnostic services	80%	50% <sup>1 2</sup>
<b>Hospital and Physician Charges (Non-Emergency Services):</b>	80%	50% <sup>1 2</sup>
<b>Emergency Room Charges:</b>	80%	80%
<b>Emergency Room Physician Charges:</b>	80%	80%
<b>Urgent Care Charges:</b>	80%	80%
<b>Preadmission Testing:</b> Testing must be completed within 7 days prior to the planned admission/surgery.	*100%	*100% <sup>1 2</sup>
<b>Surgery Charges:</b>	80%	50% <sup>1 2</sup>
<b>Anesthesia:</b>	80%	50% <sup>1 2</sup>
<b>Cardiac Rehabilitation:</b>	80%	50% <sup>1 2</sup>
<b>Supplemental Accident:</b> Outpatient only—excluding Emergency Room	80%	80%
<b>Mental Health or Substance Use (Non-Emergency Services):</b> Preauthorization required	80%	50% <sup>1 2</sup>
<b>Mental Health or Substance Use (Emergency Room) charges:</b>	80%	80% <sup>1 2</sup>
<b>Diagnostic X-ray, Pathology, and Radiology:</b>	80%	50% <sup>1 2</sup>
<b>Laboratory:</b>	*100%	50%
<b>Colonoscopies:</b> Diagnostic or preventive for any age	*100%	50%

<sup>1</sup>When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider’s charge if the Allowable charge is less.

<sup>2</sup>Non-PPO provider **at a PPO Provider Facility**: When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider’s Charge, if greater than the Allowable Charge.

<b>PHYSICIAN OFFICE SERVICES:</b>	<b>PPO:</b>	<b>Non-PPO:</b>
<b>Physician Office Visit:</b> Including Lab, X-ray, Pathology, Radiology, Supplies, Surgery, Mental Health Care, Substance Use, Injections and Accident Generalists: Specialists:	\$30 Copay, then *100% \$50 Copay, then *100%	50%
<b>Urgent Care:</b>	\$50 Copay, then *100%	50%

**MEDICAL SCHEDULE OF BENEFITS - CONTINUED**

<b>PHYSICIAN OFFICE SERVICES:</b>	<b>PPO:</b>	<b>Non-PPO:</b>
<b>Allergy Services, Radiology, Pathology, X-rays, Labs, Supplies or Injections Not Billed with Office Visit:</b> Including Lab, X-ray, Pathology, Radiology, Supplies, Mental Health, Substance Use and Injections	*100%	50%
<b>Chemotherapy:</b>	80%	50%
<b>Birth Control Device Surgery:</b>	*100%	50%
<b>MRI and CT Scans:</b>	80%	50%

Primary Care Physicians-generalists include pediatricians, OB/GYN, mental health, and Substance Use.

<b>OTHER SERVICES:</b>	<b>PPO:</b>	<b>Non-PPO:</b>
<b>Chiropractic Care:</b> Limited to 30 visits per Benefit Year	80%	50%
<b>Hospice Care:</b>	*100%	*100%
<b>Home Health Care:</b> Limited to 100 visits per Benefit Year—Preauthorization required	*100%	*100%
<b>Durable Medical Equipment:</b>	*80%	*50%
<b>Second Surgical Opinion (not mandatory):</b>	*100%	*100%
<b>Human Organ/Tissue Transplants:</b> Preauthorization required	80%	50%
<b>Air Ambulance Service:</b>	80%	80% <sup>1 2</sup>
<b>Ground Ambulance Service:</b>	80%	80% <sup>1 2</sup>
<b>Physical Therapy:</b>	80%	50%
<b>Occupational Therapy:</b>	80%	50%
<b>Speech Therapy:</b> Due to sickness or injury	80%	50%
<b>Infertility Treatment:</b>	80%	50%
<b>Radiation Therapy and Chemotherapy:</b>	80%	50%
<b>Temporomandibular Joint Disorder (TMJ):</b>	80%	50%
<b>Routine Foot care for Diseases or Deformity of Feet:</b>	80%	50%
<b>Diabetic Supplies:</b>	80%	50%
<b>Self-Injectable:</b>	80%	50%
<b>Routine Eye Exam:</b> Limited to one per Benefit Year	\$15 Copay, then *100%	\$15 Copay, then *100%
<b>Wigs:</b> Limited to one wig per Benefit Year during or after Chemotherapy treatment	80%	50%
<b>Diagnostic Colonoscopy:</b>	80%	50%
<b>Dental Oral Surgery:</b>	\$30 Copay, then *100%	50%
<b>Orthognathic Surgery:</b> Preauthorization required	80%	50%
<b>All Other Covered Benefits:</b>	80%	50%

**MEDICAL SCHEDULE OF BENEFITS - CONTINUED**

<sup>1</sup>When services are received from a Non-PPO provider, and the Non-PPO Provider satisfies advance patient notice and consent requirements, the Participant may be required to pay the balance of the Provider’s charge if the Allowable charge is less.

<sup>2</sup>Non-PPO provider **at a PPO Provider Facility**: When services are received **from a Non-PPO provider in a PPO Provider Facility**, such services will be processed at the PPO benefit level. This means an application of the appropriate PPO deductible and coinsurance. Otherwise, the Participant must pay the balance of the Provider’s Charge, if greater than the Allowable Charge.

<b>WELLNESS SERVICES :</b>	<b>PPO:</b>	<b>Non-PPO:</b>
<b>Annual Physical Exam:</b> Includes immunizations	*100%	*50%
<b>Annual Gynecological Exam or Prostate Exam:</b>	*100%	*50%
<b>Well-Child Care:</b> Includes immunizations	*100%	*50%
<b>Annual Routine Mammograms:</b>	*100%	*50%
<b>Routine Colonoscopy and Routine Flexible Sigmoidoscopy:</b> Over age 50	*100%	*50%

**Note: Benefits covered per ACA guidelines with no cost sharing for services at a Participating Provider. Refer to [www.healthcare.gov](http://www.healthcare.gov) for a complete list of covered services.**

## PRESCRIPTION DRUG BENEFITS

Prescription Drug Benefits are subject to all of the Prescription Drug Exclusions listed in this document.

Prescription Drugs are provided through the Magellan Rx Prescription Drug Program. Magellan Rx uses the Medispan defined drug/therapeutic classification for product coverage and exclusion. Prescription Drugs will be covered in the following manner:

### Participating Pharmacies:

Coinsurance per prescription (34-day supply maximum per prescription):

Generic Drug	20%
Brand Name Drug	40%
Specialty Drug	40%

### Mail Service Pharmacy:

Copay per prescription (90-day supply maximum per prescription):

Generic Drug	\$10 Copay, then 100%
Brand Name Drug	\$35 Copay, then 100%
Specialty Drug	\$35 Copay, then 100%

**Required preventative Prescription Drugs are covered at 100%.**

**Prescription Drug Copays and Coinsurance track to the Annual Out-of-Pocket Maximum.**

**Note:** For a list of Preferred/Non-Preferred drugs, please reference [www.MagellanRx.com](http://www.MagellanRx.com).

## MEDICAL BENEFITS

### **A. Payment**

The payment for Benefits is subject to all terms and conditions of this Plan of Benefits. In the event of a conflict between the Plan of Benefits and the Schedule of Benefits, the Schedule of Benefits controls. Oral statements cannot alter the terms of the Plan of Benefits or Schedule of Benefits. The Group Health Plan will only pay for Benefits:

1. Performed or provided on or after the Participant Effective Date;
2. Performed or provided prior to termination of coverage;
3. Provided by a Provider, within the scope of his or her license;
4. For which the required Preadmission Review, Emergency Admission Review, Preauthorization and/or Continued Stay Review has been requested and Preauthorization was received from PAI (the Participant should refer to the Schedule of Benefits for services that require Preauthorization);
5. That are Medically Necessary;
6. That are not subject to an exclusion of this Plan of Benefits; and
7. After the payment of all required Benefit Year Deductibles, Coinsurance and Copays.

### **B. Specific Covered Benefits**

If all of the following requirements are met, the Group Health Plan will pay for the Benefits described in this section:

1. All of the requirements of this Benefits Section must be met;
2. The Benefit must be listed in this section;
3. The Benefit must not have a "Non-Covered" notation associated with it on the Schedule of Benefits;
4. The Benefit (separately or collectively) must not exceed the dollar amount or other limitations contained on the Schedule of Benefits; and
5. The Benefit must not be subject to one (1) or more of the exclusions set forth in the Exclusions and Limitations Section.

The Group Health Plan will provide the following Benefits:

1. **Ambulance Services-** Benefits will be paid for professional ground and air ambulance services to the nearest network Hospital in case of an accident or Emergency Medical Condition. The following requirements apply to all ground and air ambulance services and transports:
  - a. The transport is Medically Necessary and reasonable under the circumstances;
  - b. A Participant is transported;
  - c. The destination is local within the United States; and,
  - d. The facility is medically appropriate to treat the Participant's condition.

Benefits will be paid for ground ambulance transport between two Hospitals only when such ground ambulance transport has been Preauthorized and PAI confirms that the receiving Hospital is the closest facility that can provide medically appropriate care to treat the Participant's condition. Transport from one facility to a new facility for the purpose of the Participant obtaining a lower level of care at the new receiving facility must be Preauthorized. Repatriation for Participant convenience is excluded and is not a Benefit for which Covered Expenses are payable.

Preauthorization is required for transportation as an inpatient from one Hospital to a second Hospital using an air ambulance. The following requirements must be met:

- a. The first Hospital does not have the needed Hospital or skilled nursing care to treat the Participant's illness or injury (such as burn care, cardiac care, trauma care, and critical care);
  - b. The second Hospital is the nearest medically appropriate facility to treat the Participant's illness or injury;
  - c. A ground ambulance transport would endanger the Participant's medical condition; and,
  - d. The transport is not related to a hospitalization outside the United States.
2. Covered Expenses made by an **Ambulatory Surgical Center** or minor emergency medical clinic.
  3. Covered Expenses for the cost and administration of an **anesthetic**; however, anesthesia rendered by the attending surgeon or his/her assistant is excluded.
  4. Covered Expenses for **artificial limbs or breast prosthesis**, to replace body parts when the replacement is necessary because of physiological changes.
  5. When an **assistant surgeon** is required to render technical assistance at an operation, the eligible expense for such services shall be limited to 20% of the Allowed Amount of the surgical procedure.
  6. Covered Expenses incurred for the treatment of **autism**.
  7. Covered Expenses incurred at a **Birth Center**.
  8. **Blood transfusions**, including cost of blood, blood plasma, blood plasma expanders and other blood products not donated or replaced by a blood bank.
  9. Phase II **cardiac rehabilitation** (to improve a patient's tolerance for physical activity or exercise) will be covered under a medically supervised and controlled conditioning program.
  10. **Chiropractic Services** - Benefits will be paid for services and Medical Supplies required in connection with the detection and correction, by manual or mechanical means, of structural imbalance, distortion, or subluxation in the human body for purposes of removing nerve interference and the effects of such nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. Benefits shall include but not be limited to:
    1. Spinal manipulation/subluxation;
    2. Related X-rays;
    3. Modalities; and
    4. Office visits.
  11. Charges incurred for Routine Participant Costs for items and services related to **clinical trials** are covered when:
    - A. The Participant has cancer or other life-threatening disease or condition;
    - B. The referring Provider is a Participating Provider that has concluded that the Participant's involvement in such a trial would be appropriate;
    - C. The Participant provides medical and scientific information establishing that the Participant's involvement in such a trial would be appropriate;
    - D. The services are furnished in connection with an Approved Clinical Trial.
- Group Health Plans may not:
- A. Deny a Qualified Individual participation in an Approved Clinical Trial with respect to the treatment of cancer or another life-threatening disease or condition;
  - B. Deny (or limit or impose additional conditions on) a Qualified Individual the coverage of Routine Participant Costs for items and services furnished in connection with participation in the trial;

- C. Discriminate against an individual on the basis of the individual's participation in the trial.
  - D. **USE OF IN-NETWORK PROVIDERS:** If one or more Participating Providers participate in an Approved Clinical Trial, then the Plan requires that the Qualified Individual participate in the trial through a Participating Provider accepting patients for the trial.
  - E. **USE OF OUT-OF-NETWORK PROVIDERS:** Qualified Individuals participating in Approved Clinical Trials conducted outside the State in which the Qualified Individual resides will receive out-of- network Benefits for Routine Participant Costs.
12. Initial **contact lenses** or one pair of **eyeglasses** required following cataract surgery;
  13. Covered Expenses for **cosmetic surgery**, only for the following situations:
    - A. When the malappearance or deformity is due to a congenital anomaly;
    - B. When due solely to surgical removal of all or part of the breast tissue because of an injury or illness to the breast;
    - C. When required for the medical care and treatment of a cleft lip and palate.

Coverage for the proposed cosmetic surgery or treatment must be Preauthorized by the Medical Review Department prior to the date of that surgery or treatment.
  14. Charge for **dental services** rendered by a Physician for treatment of an accidental injury to Natural Teeth if all treatment is rendered within twelve (12) months of the Accidental injury. For purposes of this section, an accidental injury is defined as an injury caused by a traumatic force, such as a car accident or a blow by a moving object. No Benefits will be paid for injuries that occur while the Member is in the act of chewing or biting. Services for conditions that are not directly related to the accidental injury are not covered.
  15. Covered Expenses for routine foot care for **diseases or deformity of feet**.
  16. Covered Expenses for Prescription **Drugs** requiring a written prescription of a licensed Physician; such drugs must be necessary for the treatment of an illness or injury.
  17. Covered Expenses for **Durable Medical Equipment**, certain orthotics and supplies (such as renal dialysis machines, resuscitators or Hospital-type beds), required for temporary therapeutic use in the Participant's home by an individual patient for a specific condition when such equipment ordinarily is not used without the direction of a Physician. The Group Health Plan will decide whether to buy or rent equipment and whether to repair or replace damaged or worn Durable Medical Equipment. If such equipment is not available for rent, the monthly payments toward the purchase of the equipment may be approved by the Plan supervisor. Benefits will be reduced to standard equipment allowances when deluxe equipment is used. The rental or purchase Benefits cannot exceed the purchase price of the equipment. The Group Health Plan will not pay Benefits for Durable Medical Equipment that is solely used by a Participant in a hospital or that the Group Health Plan determines is included in any Hospital room charge.
  18. Covered Expenses for **electrocardiograms**, electroencephalograms, pneumoencephalograms, basal metabolism tests or similar well-established diagnostic tests generally approved by Physicians throughout the United States.
  19. Benefits will be paid for the treatment of **Emergency Medical Conditions**. Benefits are only available to treat an Emergency Medical Condition provided on an outpatient basis at a Hospital emergency room or department and only for as long as the condition continues to be considered an Emergency Medical Condition, unless otherwise required by applicable law.
  20. Covered Expenses for Preauthorized **Home Health Care** when rendered to a homebound Participant in the Participant's current place of residence.
  21. Covered Expenses for Preauthorized **Hospice Care** provided in an inpatient or outpatient setting.
  22. **Hospital** Covered Expenses for:
    - A. Daily room and board charges in a Hospital, not to exceed the daily semiprivate room rate (charges when a Hospital private room has been used will be reimbursed at the average semiprivate room rate in the facility). Hospitals with all private rooms will be allowed at the prevailing private room rate;



- B. The day on which a Participant leaves a Hospital or Skilled Nursing Facility, with or without permission, is treated as the discharge day and will not be counted as an inpatient care day, unless he returns to the Hospital by midnight of the same day. The day the Participant returns to the Hospital or Skilled Nursing Facility is treated as the Admission day and is counted as an inpatient care day. The days during which the Participant is not physically present for inpatient care are not counted as inpatient days;
  - C. Confinement in an intensive care unit, cardiac care unit or burn unit;
  - D. Miscellaneous Hospital services and supplies during Hospital confinement if such charges should not have been included in the underlying Hospital charge (as determined by the Plan);
  - E. Inpatient charges for well newborn care for nursery room and board and for professional service. Eligible expenses will be subject to the fee schedule rates for pediatric services and circumcision;
  - F. Outpatient Hospital services and supplies and emergency room treatment.
23. Charges for **Human Organ or Tissue** Transplants as described in the Human Organ or Tissue Transplant Procedures section.
  24. Charges for the treatment of **infertility**.
  25. Benefits will be paid for **mammography testing**, regardless of Medical Necessity, as set forth in the Schedule of Benefits. Benefits will be paid for additional mammograms during a Benefit Year based on Medical Necessity.
  26. Covered Expenses for **marriage counseling**.
  27. Covered Expenses for **maternity care**.
  28. Any expenses incurred in obtaining **medical records** in order to substantiate Medical Necessity.
  29. Covered Expenses for dressings, sutures, casts, splints, trusses, crutches, pacemakers, braces (not dental braces) or other **Medical Supplies** determined by the Plan to be appropriate for treatment of an illness or injury.
  30. Covered Expenses for **Mental Health Conditions and Mental Health Services** if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Expenses for psychological testing are also covered.
  31. Charges for **Morbid Obesity** to include visits to a physician's office and related laboratory tests. For the purpose of this Plan, Morbid Obesity is defined as a weight of twice that of a normal person of the same height, age and sex. Treatment must be provided by a physician on an outpatient basis according to the written treatment plan. Weight control drugs, dietary supplements, special foods or food supplements, health or weight control centers or resorts, health club memberships or exercise equipment are excluded under this Plan of Benefits.
  32. Covered Expenses for **newborn care**. The Plan of Benefits will comply with the terms of the Newborns' and Mothers' Health Protection Act of 1996. The Plan of Benefits will not restrict Benefits for any length of Hospital stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery (not including the day of delivery), or less than ninety-six (96) hours following a cesarean section (not including the day of surgery). Nothing in this paragraph prohibits the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than the specified time frames or from requesting additional time for hospitalization. In any case, PAI may not require that a Provider obtain authorization from PAI for prescribing a length of stay not in excess of forty-eight (48) or ninety-six (96) hours as applicable. However, Preauthorization is required to use certain Providers or facilities, or to reduce out-of-pocket costs.
  33. Covered Expenses for the treatment and services rendered by an **occupational therapist** in a home setting, at a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing outpatient facility.
  34. Covered Expenses for the following **oral surgical procedures**:
    - A. Excision of wholly or partly un-erupted impacted teeth;
    - B. Open or closed reduction of a fracture or dislocation of the jaw;

- C. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when a lab exam is required; excision of benign bony growths of the jaw and hard palate; external incision and drainage of cellulitis and incision of sensory sinuses, salivary glands or ducts.
35. Charges incurred for **orthognathic surgery** when deemed Medically Necessary.
36. Covered Expenses for **oxygen** and other gases and their administration.
37. Benefits will be paid, as specified in the Schedule of Benefits, for a **rehabilitation facility or Skilled Nursing Facility**, for participation in a multidisciplinary team-structured rehabilitation program following severe neurologic or physical impairment if the following criteria are met:
- The Participant must be under the continuous care of a Physician, and the attending Physician must certify that the individual requires nursing care 24 hours a day. Nursing care must be rendered by a registered nurse or a licensed vocational or practical nurse. The confinement cannot be primarily for domiciliary, custodial, personal-type care, care due to senility, alcoholism, drug abuse, blindness, deafness, mental deficiency, tuberculosis or mental disorders.
38. Covered Expenses for the treatment or services rendered by a **physical therapist** in a home setting, a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing duly licensed outpatient therapy facility.
39. Covered Expenses for the services of a **Physician** for medical care and/or surgical treatments including office, home visits, Hospital inpatient care, Hospital outpatient visits/exams, clinic care, and surgical opinion consultations, subject to the following:
- In-Hospital medical service consists of a Physician's visit or visits to a Participant who is a registered bed-patient in a Hospital or Skilled Nursing Facility for treatment of a condition other than that for which surgical service or obstetrical service is required, as follows:
- A. In-Hospital medical Benefits will be provided, limited to one (1) visit per specialty per day;
  - B. In-Hospital medical Benefits in a Skilled Nursing Facility;
  - C. When two or more Physicians, within the same study, render in-Hospital medical services at the same time, payment for such service will be made only to one (1) Physician;
  - D. Concurrent medical/surgical care Benefits for in-Hospital medical service in addition to Benefits for surgical service will be provided only:
    - i. When the condition for which in-Hospital medical service requires medical care not related to Surgical Services or obstetrical service and does not constitute a part of the usual, necessary and related pre-operative and postoperative care but requires supplemental skills not possessed by the attending surgeon or such attending surgeon's assistant;
    - ii. When a Physician other than a surgeon admits a Participant to the Hospital for medical treatment and it later develops that surgery becomes necessary, such Benefits cease on the date of surgery for the admitting Physician and become payable under the surgeon only;
    - iii. When the surgical procedure performed is designated by the Plan supervisor as a "warranted diagnostic procedure" or as a "minor surgical procedure."
40. **Preadmission testing** for a scheduled Admission when performed on an outpatient basis prior to such Admission. The tests must be in connection with the scheduled Admission and are subject to the following:
- A. The tests must be made within seven (7) days prior to Admission;
  - B. The tests must be ordered by the same Physician who ordered the Admission and must be Medically Necessary for the illness or injury for which the Participant is subsequently admitted to the Hospital.
41. **Preventive services** are covered according to the following:
- A. United States Preventive Services Task Force (USPSTF recommendations Grade A or B);
  - B. Centers for Disease Control and Prevention (CDC) recommendations for immunizations;

- C. Health Resources and Services Administration (HRSA) recommendations for children and women preventive care and screening;
- D. Women's preventive services as provided under the Affordable Care Act (ACA).

These Benefits are provided without any cost-sharing by the Participant when the services are provided by a Participating Provider. Any other covered preventive screenings will be provided as shown in the Schedule of Benefits.

- 42. Covered Expenses for **radiation therapy** or treatment, and **chemotherapy**.
- 43. Benefits will be paid for **Residential Treatment Centers (RTC)** as set for the in the Schedule of Benefits.
- 44. Benefits will be paid for Admissions in a **Skilled Nursing Facility** as follows:
  - A. Semiprivate room, board, and general nursing care;
  - B. Private room, at semiprivate rate;
  - C. Services performed in a Special Care Unit when it is Medically Necessary that such services be performed in such unit;
  - D. Ancillary services and Medical Supplies including services performed in operating, recovery and delivery rooms;
  - E. Diagnostic services including interpretation of radiological and laboratory examinations, electrocardiograms, and electroencephalograms; and,
  - F. In a Long-Term Acute Care Hospital.

Benefits for Admissions may be subject to the requirements for Preadmission Review, Emergency Admission Review, and Continued Stay Review. The day on which a Member leaves a Skilled Nursing Facility, with or without permission, is treated as a day of discharge and will not be counted as a day of Admission, unless such Member returns to the Skilled Nursing Facility by midnight of the same day. The day a Member enters a Skilled Nursing Facility is treated as a day of Admission. The days during which a Member is not physically present for inpatient care are not counted as Admission days.

- 45. Expenses for a **Second Surgical Opinion** (Not Mandatory). The Second Opinion must be rendered by a board-certified surgeon who is not professionally or financially associated with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the surgery. If the Second Opinion is different from the first, a third opinion also will be payable, provided the opinion is obtained before the procedure is performed. The conditions that apply to a Second Opinion also apply to any third surgical opinion.
- 46. Fees of a licensed **speech therapist** for restorative speech therapy for speech loss or impairment due to:
  - A. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenulectomy);
  - B. An injury or illness.
- 47. Covered Expenses for **Substance Use Disorder** treatment will be payable if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Services or charges for Detoxification are also covered.
- 48. Benefits will be paid for **Surgical Services**:
  - A. If two (2) or more operations or procedures are performed at the same time, through the same surgical opening or by the same surgical approach, the total amount covered for the operations or procedures will be payable for the major procedure only, or Benefits will be payable according to the recommendations of the Medical Review Department;
  - B. If two (2) or more operations or procedures are performed at the same time, through different surgical openings or by different surgical approaches, the total amount covered will be paid according to the Allowed Amount for the operation or procedure bearing the highest allowance, plus one half of the Allowed Amount for all other operations or procedures performed;

- C. If an operation consists of the excision of multiple skin lesions, the total amount covered will be paid according to the Allowed Amount for the procedure bearing the highest allowance, 50 percent (50%) for procedures bearing the second- and third-highest allowance, 25 percent (25%) for procedures bearing the fourth- through the eighth-highest allowance, and 10 percent (10%) for all other procedures;
  - D. If an operation or procedure is performed in two or more steps or stages, coverage for the entire operation or procedure will be limited to the allowance for such operation or procedure;
  - E. If two (2) or more licensed medical doctors or oral surgeons perform operations or procedures in conjunction with one another, other than as an assistant surgeon or anesthesiologist, the allowance, subject to the above paragraphs, will be prorated between them by the Plan supervisor when so required by the Physician in charge of the case;
  - F. Certain surgical procedures, which are normally exploratory in nature, are designated as “independent procedures” by the Plan supervisor, and the Allowed Amount is covered when such a procedure is performed as a separate and single entity. However, when an independent procedure is performed as an integral part of another surgical service, the total amount covered will be paid according to the Fee Schedule for the major procedure only.
49. Expenses incurred for the treatment of **Temporomandibular Joint Dysfunction (TMJ)** subject to the limits as stated in the Medical Schedule of Benefits.
50. Charges for routine **vision exams** as stated in the Medical Schedule of Benefits.
51. Covered Expenses for services for **voluntary sterilization** for Participants.
52. Covered Expenses for **wellness services**.
53. Covered Expenses for **x-rays**, microscopic tests, and **laboratory tests**.

## HUMAN ORGAN OR TISSUE TRANSPLANT BENEFITS

When Preauthorized by PAI (and performed by a Provider PAI designates), Benefits are payable for all expenses for medical and surgical services and supplies incurred while covered under this Plan of Benefits for human organ/tissue Transplants as indicated in the following paragraphs. The Benefits are subject to the Benefit Year Deductible amount, Coinsurance percentage and/or money maximum specified in the Medical Schedule of Benefits.

1. Benefits are available for human organ, tissue and bone marrow transplantation, subject to determination made on an individual, case-by-case basis in order to establish Medical Necessity. Preauthorization must be obtained in writing from the Medical Review Department.
2. Benefits will be provided only when the Hospital and Physician customarily charge a Transplant recipient for such care and services.
3. When only the Transplant recipient is a covered Participant, the Benefits of the Plan will be provided for the recipient. Benefits will also be provided for the donor under this Plan of Benefits to the extent that such Benefits are not provided under any other form of coverage. In no such case under the Plan of Benefits will any payment of a "personal service" fee be made to any donor. Only the necessary Hospital and Physicians' medical care and services expenses with respect to the donation will be considered for Benefits.
4. When only the donor is a Participant, the donor will receive Benefits for care and services necessary to the extent that such Benefits are not provided under any recipient who is not a Participant under this Plan of Benefits. The recipient will not be eligible for Benefits when only the donor is a Participant.
5. When both the recipient and the donor are Participants, Benefits will be provided for both in accordance with the respective Group Health Plan Covered Expenses.

Health care Benefits for Transplants include Covered Expenses such as patient workup, travel (as specified below), pre-Transplant care, the Transplant, post-Transplant care, and immunosuppressive drugs (while inpatient).

### **\*Transplant Travel Expense Services**

Benefits for transportation, lodging and food are available to you only if you or your covered Dependent is the recipient of a Preauthorized organ/tissue Transplant from a Preauthorized, in-network Transplant facility.

Health care Benefits for Transplant travel services are subject to the Transplant travel Benefit maximum up to \$5,000 and include coverage for travel expenses incurred by you or your covered Dependent as well as for charges resulting from transportation, lodging (up to \$150 a day) and food (up to \$75 a day) associated with a Preauthorized organ/tissue Transplant.

These Benefits are not subject to any individual or family deductible shown in the Medical Schedule of Benefits referenced within this document. These Benefits are only available if you or your Dependent is the recipient of an organ/tissue Transplant. No Benefits are available if you or your Dependent is a donor.

The term "recipient" is defined to include you or your covered Dependent regarding Preauthorized Transplant-related services during any of the following:

- a) evaluation;
- b) candidacy;
- c) Transplant event; and
- d) post-Transplant care.

Travel expenses for the person receiving the Transplant will include charges for:

- a) transportation to and from the Transplant site (including charges for a rental car used during a period of care at the Transplant facility);
- b) lodging while at or traveling to and from the Transplant site; and

- c) food while at or traveling to and from the Transplant site.

The charges associated with the items a), b) and c) above also will be considered covered travel expenses for one companion to accompany you. The term companion includes a spouse, family member, legal guardian of you or your Dependent, or any person not related to you but actively involved as your caregiver.

By way of example, but not of limitation, travel expenses will not include any charges for:

- a) Transplant travel Benefit costs incurred due to travel within 60 miles of your home;
- b) laundry bills;
- c) telephone bills;
- d) alcohol or tobacco products; and
- e) transportation charges that exceed coach class rates.

## MEDICAL EXCLUSIONS AND LIMITATIONS

**Notwithstanding any provision of the Plan to the contrary, if the Plan generally provides Benefits for a type of injury, then in no event shall a limitation or exclusion of Benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and mental health conditions), even if the medical condition is not diagnosed before the injury.**

1. Any service or supply that is not **Medically Necessary**.
2. Charges incurred as a **result of declared or undeclared war or any act of war** or caused during service in the armed forces of any country.
3. **Professional services** billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
4. **Travel expenses**, whether or not recommended by a Physician.
5. **Ambulance Services:**
  - A. That do not meet coverage guidelines outlined in the Ambulance Services description under Medical Benefits;
  - B. That are not Medically Necessary and reasonable;
  - C. For transport to a more distant Hospital solely for the Member's convenience, regardless of the reason, or to allow the Member to use the services of a specific Provider or Specialist. The Group Health Plan will pay the base rate and mileage for a Medically Necessary ambulance transport to the nearest medically appropriate facility. If the transport is to a facility that is not the nearest medically appropriate facility, the Member is responsible for additional cost incurred to go to the Member's preferred facility;
  - D. If the Member is medically stable and the situation does not involve an emergency, except as specified under Medical Benefits; or,
  - E. For transport from a Hospital in connection with a hospitalization outside the United States.

Any and all travel expenses including, but not limited to, transportation, lodging and repatriation are excluded.

6. Any medical **social services, recreational or Milieu Therapy, education testing or training**, except as part of Preauthorized Home Health Care or Hospice Care program.
7. **Nutritional counseling except as covered under ACA guidelines, or vitamins, food supplements, and other dietary supplies** even if the supplements are ordered or prescribed by a Physician. Exceptions to this exclusion are noted under the Medical Schedule of Benefits and the Prescription Drug Benefits section.
8. Services, supplies or charges for **pre-marital and pre-employment physical examinations**.
9. Any service or supply for which a Participant is entitled to receive payment or Benefits (whether such payment or Benefits have been applied for or paid) under any law (now existing or that may be amended) of the United States or any state or political subdivision thereof, except for Medicaid. These include, but may not be limited to, Benefits provided by or payable under **workers' compensation laws**, the Veteran's Administration for care rendered for service-related disability, or any state or federal Hospital services for which the Participant is not legally obligated to pay. This exclusion applies if the Participant receives such Benefits or payments in whole or in part, and is applied to any settlement or other agreement regardless of how it is characterized and even if payment for medical expenses is specifically excluded.
10. Services to the extent that the Participant is entitled to payment or Benefits under any **state or federal** program that provides health care benefits, including Medicare, but only to the extent that Benefits are paid or are payable under such programs.
11. Charges incurred for which the Participant is not in the absence of this coverage **legally obligated** to pay or for which a charge would not ordinarily be made in the absence of this coverage.

12. **Illegal Acts**—Any illness or injury received, directly or indirectly, related to and/or contributed to, in whole or in part, while committing or attempting to commit **a felony or while engaging or attempting to engage in an illegal act or occupation.**
13. **Intoxication or Drug Use**—Any service (other than Substance Use Disorder Services), Medical Supplies, charges or losses directly or indirectly resulting from, related to and/or contributed to, in whole or in part, a Participant being **Legally Intoxicated or under the influence of alcohol, chemicals, narcotics, drugs and/or other substances, or taking some action the purpose of which is to create a euphoric state or alter consciousness.** The Participant, or Participant’s representative, must provide any available test results showing blood alcohol, chemical, narcotic, drug and/or substance levels upon request. If the Participant refuses to provide these test results, no Benefits will be provided.
14. Services and supplies received as the result of any intentionally **self-inflicted injury** that does not result from a medical condition or domestic violence.
15. Charges incurred for services or supplies that constitute **personal comfort or beautification items**, such as television or telephone use.
16. All **cosmetic procedures** and any related **medical supplies**, in which the purpose is improvement of appearance or correction of deformity without restoration of bodily function. Examples of services that are cosmetic and are not covered are: rhinoplasty (nose); mentoplasty (chin), rhytidoplasty (face lift); surgical planing (dermabrasion); blepharoplasty (eyelid).
17. Charges for **custodial care**, including sitters and companions.
18. Charges for **services, supplies or treatment** not commonly and customarily recognized throughout the Physician’s profession or by the American Medical Association (AMA) as generally accepted and Medically Necessary for the Participant’s diagnosis and/or treatment of the Participant’s illness or injury; charges for procedures, surgical or otherwise, which are specifically listed by the AMA as having no medical value.
19. Any Medical Supplies or services rendered by a Participant to himself or herself or by a Participant’s **immediate family** (parent, Child, spouse, brother, sister, grandparent or in-law).
20. Charges for inpatient confinement, primarily for x-rays, laboratory, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent, custodial or rest care, or any medical examination or test **not connected with an active illness or injury**, unless otherwise provided under any preventable care covered under this Plan of Benefits.
21. Charges incurred in connection with **the purchase or fitting of eyeglasses, or contact lenses, non-prescription lenses or hardware, hearing aids, or such similar aid devices.** This exclusion shall not apply to aphakic patients and soft lenses, or sclera shells intended for use as corneal bandages, or the initial purchase of eyeglasses or contact lenses following cataract surgery. This exclusion includes any surgical procedure for the correction of a **visual refractive problem**, including radial keratotomy.
22. Charges incurred for treatment on or to the **teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes.**
23. **Experimental or Investigational** services, including surgery, medical procedures, devices or drugs. The Group Health Plan reserves the right to approve, upon medical review, non-labeled use of chemotherapy agents that have been approved by the Federal Drug Administration (FDA) for cancer.
24. Charges incurred for treatment or supplies of weak, strained, or **flat feet**, instability or imbalance of the feet, treatment of any tarsalgia, metatarsalgia or bunion (other than operations involving the exposure of bones, tendons or ligaments), cutting or removal by any method of toenails or superficial lesions of the feet, including treatment of corns, calluses and hyperkeratoses, unless needed in treatment of a metabolic or peripheral-vascular disease.
25. Charges for **custom molded inserts and/or orthotics unless needed in treatment of a metabolic or peripheral-vascular disease.**
26. Charges for **maintenance care.** Unless specifically mentioned otherwise, the Plan of Benefits does not provide Benefits for services and supplies intended primarily to maintain a level of physical or mental function.



27. All procedures designed to restrict the Participant's ability to assimilate food; for example, gastric bypass, the insertion of gastric bubbles, the wiring shut of the mouth, and any other procedure the purpose of which is to restrict the ability of the Participant to take in food, digest food or assimilate nutrients. Also excluded from coverage are those procedures concerning correction of complications that arise from such excluded diversionary or restrictive procedures whose purpose is the reversal of these restrictive or diversionary procedures and such reconstructive procedures as may be necessitated by the weight loss produced by these non-covered restrictive or diversionary procedures.
28. Any service or treatment for complications resulting from any **non-covered procedures**.
29. Any service or supply rendered to a Participant for the diagnosis or treatment of **sexual dysfunction** (including impotence) except when Medically Necessary due to an organic disease. This includes, but is not limited to, drugs, laboratory and x-ray tests, counseling, transsexual procedures or penile prostheses necessary due to any medical condition.
30. Any charges for **elective abortions**, except for abortion performed in accordance with federal Medicaid guidelines.
31. Charges for a **Dependent Child's pregnancy**, including abortions, except for pregnancy as the result of a criminal act or as provided under Women's Preventive Care and in accordance with ACA guidelines.
32. Charges not included as part of a Hospital bill for autologous **blood donation** that involves collection and storage of a patient's own blood prior to elective surgery.
33. Charges incurred for **take-home drugs** upon discharge from the Hospital.
34. Care and treatment of **hair loss**.
35. **Exercise programs** for treatment of any condition.
36. Air conditioners, air-purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages or stockings, wigs, except one wig during or after chemotherapy treatment, non-Prescription Drugs and medicines, first aid supplies and non-Hospital adjustable beds.
37. **Acupuncture or hypnosis**, except when performed by a Physician in lieu of anesthesia.
38. Care and treatment for **sleep apnea**, unless Medically Necessary.
39. **Private duty nursing** during an Admission.
40. Charges that exceed any **Benefit limitations** stated in the Medical Schedule of Benefits of this Plan document.
41. Admissions or portions thereof for **custodial care or long-term care** including:
  - A. Rest cares;
  - B. Long-term acute or chronic psychiatric care;
  - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
  - D. Care in a sanitarium;
  - E. Custodial or long-term care;
  - F. Psychiatric or Substance Use residential treatment, including when provided at therapeutic schools; wilderness/boot camps; therapeutic boarding homes; halfway houses; therapeutic group homes.
42. **Counseling and psychotherapy services** for the following conditions are not covered:
  - A. Feeding and eating disorders in early childhood and infancy;
  - B. Tic disorders, except when related to Tourette's disorder;
  - C. Elimination disorders;
  - D. Mental disorders due to a general medical condition;
  - E. Sexual function disorders;

- F. Sleep disorders;
  - G. Medication-induced movement disorders;
  - H. Nicotine dependence, unless specifically listed as a covered Benefit in the Plan of Benefits or on the Medical Schedule of Benefits.
43. Medical supplies, services or charges for the diagnosis or treatment of sexual and gender dysphoria, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.
44. **Gender Reassignment Surgery** – Any charges for medical supplies; drugs; medical and clinical consultation and services for gender altering or reassignment medical or surgical services.
45. **Prescription Drug Exclusions.** The following are not covered under this Plan of Benefits:
- A. Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies and non-medical substances regardless of intended use;
  - B. Any over-the-counter medication, unless specified otherwise;
  - C. Blood products, blood serum;
  - D. Prescription Drugs that have not been prescribed by a Physician;
  - E. Prescription Drugs not approved by the Food and Drug Administration;
  - F. Prescription Drugs for non-covered therapies, services, or conditions;
  - G. Prescription Drug refills in excess of the number specified on the Physician’s prescription order or Prescription Drug refills dispensed more than one (1) year after the original prescription date;
  - H. Unless different time frames are specifically listed on the Schedule of Benefits more than a thirty-one (31) day supply for Prescription Drugs (ninety (90) day supply for Prescription Drugs obtained through a Mail Service Pharmacy) or unless the quantity is limited by a Quantity Management Program;
  - I. Any type of service or handling fee (with the exception of the dispensing fee charged by the pharmacist for filling a prescription) for Prescription Drugs, including fees for the administration or injection of a Prescription Drug;
  - J. Dosages that exceed the recommended daily dosage of any Prescription Drug as described in the current Physician’s Desk Reference or as recommended under the guidelines of the Pharmacy Benefit Manager, whichever is lower;
  - K. Prescription Drugs administered or dispensed in a Physician’s office, Skilled Nursing Facility, Hospital or any other place that is not a Pharmacy licensed to dispense Prescription Drugs in the state where it is operated;
  - L. Prescription Drugs for which there is an over-the-counter equivalent and over-the-counter supplies or supplements;
  - M. Prescription Drugs that are being prescribed for a specific medical condition that are not approved by the Food and Drug Administration for treatment of that condition (except for Prescription Drugs for the treatment of a specific type of cancer, provided the drug is recognized for treatment of that specific cancer in at least one standard, universally accepted reference compendia or is found to be safe and effective in formal clinical studies, the results of which have been published in peer-reviewed professional medical journals);
  - N. Prescription Drugs that are not consistent with the diagnosis and treatment of a Participant’s illness, injury or condition, or are excessive in terms of the scope, duration, dosage or intensity of drug therapy that is needed to provide safe, adequate and appropriate care;
  - O. Prescription Drugs or services that require Preauthorization by PAI and Preauthorization is not obtained;
  - P. Prescription Drugs for injury or disease that are paid by workers’ compensation benefits (if a workers’ compensation claim is settled, it will be considered paid by workers’ compensation benefits);
  - Q. Prescription Drugs that are not Medically Necessary;
  - R. Prescription Drugs that are not authorized when a part of a Step Therapy program.
46. **Behavioral, Educational, or Alternate Therapy Programs:**  
Any behavioral, educational or alternative therapy techniques to target cognition, behavior language and social skills modification, including:

- A. Applied Behavioral Analysis (ABA) therapy;
- B. Teaching, Expanding, Appreciating, Collaborating and Holistic (TEACCH) programs;
- C. Higashi schools/daily life;
- D. Facilitated communication;
- E. Floor time;
- F. Developmental Individual—Difference Relationship-based model (DIR);
- G. Relationship Development Intervention (RDI);
- H. Group socialization;
- I. Primal therapy;
- J. Holding therapy;
- K. Movement therapies;
- L. Art therapy;
- M. Dance therapy;
- N. Music therapy;
- O. Animal assisted therapy;
- P. Sexual conversion therapy, and,
- Q. Cranial electrical stimulation (CES).

47. **Home Health Care Exclusions.** The following are excluded from coverage under the Home Health Care Benefit:

- A. Services and supplies not included in the Medical Schedule of Benefits, but not limited to, general housekeeping services and services for custodial care;
- B. Services of a person who ordinarily resides in the home of the Participant, or is a Participant's immediate family member (parent, Child, spouse, brother, sister, grandparent or in-law);
- C. Transportation services.

**Notwithstanding the above exclusions, in the event that, after review of the medical records, other documentation, and case notes, the health care management medical director (or similarly titled position) of Planned Administrators, Inc. (PAI), deems a plan of treatment and procedures are appropriate care for a Participant, the Plan shall deem the cost of the plan of treatment and procedures a Covered Expense.**

**ELIGIBILITY FOR COVERAGE**

**Eligibility:**

Waiting Period:	Hourly and Salaried Employees: On first of month or the first of month following Date of Hire. Coverage will be effective the first of the month, with timely enrollment within the employee’s official 30-day open enrollment period.
Annual Enrollment:	Open enrollment is annually in October/November for a January 1 <sup>st</sup> effective date.
Actively at Work:  Minimum hours per week:	At least 30 full-time hours per week  Besides minimum hours per week, a faculty member will be considered Actively at Work for any Faculty Leave based on the Personnel Policies of Wofford College, where the faculty member is on leave but is still deemed an employee of Wofford College, and includes leaves related to the following: Maternity/Paternity Faculty leave, Sabbaticals, Fellowships, Grants, and Professional leave of absences.
Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits; the maximum age limitation to qualify as a Dependent Child is:	An Employee may cover a Dependent Child up to age 26.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that also may participate in the Plan of Benefits:	<p><b>RETIREES DEPENDENT SPOUSES</b> Retirees’ dependent spouses who are not yet eligible for Medicare are eligible for coverage under this health plan based on the below criteria:</p> <ul style="list-style-type: none"> <li>• Dependent spouses of Retirees who are 65 years of age or over with at least 10 years of service as of June 30, 2006 and meet a combined score of age and full time service equal to 75 or above.</li> <li>• Widowed spouses will be covered if the deceased employee had 10 year of service and carried dependent insurance through the college’s program for a minimum of ten (10) years prior to retirement.</li> </ul> <p>Employees must have worked at Wofford College for a minimum of ten (10) consecutive years in a full-time status as of June 30, 2006, and must attain age 65 to qualify for a retirement Benefits package. Employees failing to meet the full-time status requirement on June 30, 2006 and attainment of age 65 will not qualify for a post-employment Benefit package. The College will provide Medicare supplemental coverage to spouses equal to the qualified Employee providing the spouse was enrolled as a Dependent on the College’s group medical plan for a minimum of ten (10) consecutive years prior to retirement.</p> <p>*Once the dependent spouse is eligible for Medicare, they will no longer be eligible for coverage under this Plan.</p> <p><b>DOMESTIC PARTNERS</b> Effective 11/1/15, domestic partners will no longer be covered. However, current domestic partners who are grandfathered may remain covered on the Plan.</p>

**Eligibility:**

The column to the right identifies other group classifications, as defined by the Plan Sponsor, that may not participate in the Plan of Benefits:

Retirees, Part-time and Temporary Employees

**Coverage for Participants will terminate last day of the month in which employee terminates employment.**

**A. ELIGIBILITY**

1. Every Employee who is Actively at Work and who has completed the Waiting Period on or after the Plan Sponsor Effective Date is eligible to enroll (and to enroll his or her Dependents) for coverage under this Plan of Benefits.
2. If an Employee is not Actively at Work or has not completed the Waiting Period, such Employee is eligible to enroll (and to enroll his or her Dependents) beginning on the next day that the Employee is:
  - a. Actively at Work;
  - b. Has completed the Waiting Period.
3. Dependents are not eligible to enroll for coverage under Plan of Benefits without the sponsorship of an Employee who is enrolled under this Plan of Benefits.
4. Probationary periods and/or contribution levels will not be based on any factor that discriminates in favor of higher-wage employees as required under federal law.

**B. ELECTION OF COVERAGE**

Any Employee may enroll for coverage under the Group Health Plan for such Employee and such Employee's Dependents by completing and filing a Membership Application with the Plan Sponsor. Dependents must be enrolled within thirty-one (31) days of the date on which they first become Dependents. Employees and Dependents also may enroll if eligible under the terms of any late enrollment or Special Enrollment procedure.

**C. COMMENCEMENT OF COVERAGE**

Coverage under the Group Health Plan will commence as follows:

1. Employees and Dependents eligible on the Plan Sponsor Effective Date  
For Employees who are Actively at Work prior to and on the Plan Sponsor Effective Date, coverage will generally commence on the Plan of Benefits Effective Date.
2. Employees and Dependents Eligible After the Plan of Benefits Effective Date  
Employees and Dependents who become eligible for coverage after the Plan of Benefits Effective Date and have elected coverage will have coverage after they have completed the Waiting Period.
3. Dependents Resulting from Marriage  
Dependent(s) resulting from the marriage of an Employee will have coverage effective the date of marriage provided they have enrolled for coverage within thirty-one (31) days after marriage and the coverage has been paid for under this Plan of Benefits.
4. Newborn Children  
A newborn Child will have coverage from the date of birth provided he or she has been enrolled for coverage within thirty-one (31) days after the Child's birth and the coverage has been paid for under this Plan of Benefits.
5. Adopted Children  
For an adopted Child of an Employee, coverage shall commence as follows:
  - a. Coverage shall be retroactive to the Child's date of birth when a decree of adoption is entered within

thirty-one (31) days after the date of the Child's birth.

- b. Coverage shall be retroactive to the Child's date of birth when adoption proceedings have been instituted by the Employee within thirty-one (31) days after the date of the Child's birth, and if the Employee has obtained temporary custody of the Child.
- c. For an adopted Child other than a newborn, coverage shall begin when temporary custody of the Child begins. However, such coverage shall only continue for one (1) year unless a decree of adoption is entered, in which case coverage shall be extended so long as such Child is otherwise eligible for coverage under the terms of this Plan of Benefits.

#### 6. Special Enrollment

In addition to enrollment under Eligibility for Coverage Section (C) (2-5) above, the Group Health Plan shall permit an Employee or Dependent who is not enrolled to enroll if each of the following is met:

- a. The Employee or Dependent was covered under a group health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent;
- b. The Employee stated in writing at the time of enrollment that the reason for declining enrollment was because the Employee or Dependent was covered under a group health Plan or had Creditable Coverage at that time. This requirement shall apply only if the Plan Sponsor required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time;
- c. The Employee or Dependent's coverage described above:
  - i. Was under a COBRA continuation provision and the coverage under the provision was exhausted;
  - ii. Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment) or reduction in the number of hours of employment), or if the Plan Sponsor's contributions toward the coverage were terminated;
  - iii. Was one of multiple Plans offered by a Plan Sponsor and the Employee elected a different Plan during an open enrollment period or when a Plan Sponsor terminates all similarly situated individuals;
  - iv. Was under a HMO that no longer serves the area in which the Employee lives, works or resides;
  - v. Was under a Plan where the Participant incurred a claim that met or exceeded a lifetime limit on all benefits. The Special Enrollment period is continued until at least thirty (30) days after a claim is denied due to the operation of the lifetime limit on all benefits;
  - vi. Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(i) above, or termination of coverage or Plan Sponsor contribution described in 6(c)(ii) above.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For situations other than those listed above, see the Plan Sponsor.

#### Medicaid or State Children's Health Insurance Program Coverage

- A. The Employee or Dependent was covered under a Medicaid or State Children's Health Insurance Program Plan and coverage was terminated due to loss of eligibility;
- B. The Employee or Dependent becomes eligible for assistance under a Medicaid or State Children's Health Insurance Program Plan;
- C. The Employee or Dependent requests such enrollment not more than sixty (60) days after either:
  - i. the date of termination of Medicaid or State Children's Health Insurance Program coverage;
  - ii. determination that the Employee or Dependent is eligible for such assistance.

**D. DEPENDENT CHILD'S ENROLLMENT**

1. A Dependent's eligibility for or receipt of Medicaid assistance will not be considered in enrolling that Dependent for coverage under this Plan of Benefits.
2. Absent the sponsorship of an Employee, Dependents are not eligible to enroll for coverage under this Plan of Benefits.

**E. PARTICIPANT CONTRIBUTIONS**

The Participant is solely responsible for making all payments for any Premium.

**F. DISCLOSURE OF MEDICAL INFORMATION**

By accepting Benefits or payment of Covered Expenses, the Participant agrees that the Group Health Plan (and including Blue Cross on behalf of the Group Health Plan) may obtain claims information, medical records, and other information necessary for the Group Health Plan to consider a request for Preauthorization, a Continued Stay Review, an Emergency Admission Review, a Preadmission Review or to process a claim for Benefits.

## QUALIFIED MEDICAL CHILD SUPPORT ORDER

The Group Health Plan shall pay Covered Expenses in accordance with the applicable requirements of any Qualified Medical Child Support Order.

### 1. Procedural Requirements

#### a. Timely Notifications and Determinations

In the case of any Medical Child Support Order received by the Group Health Plan:

- i. The Employer shall promptly notify the Employee and each Alternate Recipient of the receipt of the Medical Child Support Order and the Employer's procedures for determining whether Medical Child Support Orders are Qualified Medical Child Support Orders; and,
- ii. Within a reasonable period after receipt of such Qualified Medical Child Support Order, the Employer shall determine whether such order is a Qualified Medical Child Support Order and notify the Employee and each Alternate Recipient of such determination.

#### b. Establishment of Procedures for Determining Qualified Status of Orders

The Employer shall establish reasonable procedures to determine whether Medical Child Support Orders are Qualified Medical Child Support Orders and to administer the provision of Covered Expenses under such qualified orders. The Employer's procedures:

- i. Shall be in writing;
- ii. Shall provide for the notification of each person specified in a Medical Child Support Order as eligible to receive Benefits under the Plan of Benefits (at the address included in the Medical Child Support Order) of the Employer's procedures promptly upon receipt by the Plan Administrator of the Medical Child Support Order; and,
- iii. Shall permit an Alternate Recipient to designate a representative for receipt of copies of notices that are sent to the Alternate Recipient with respect to a Medical Child Support Order.

#### c. Actions Taken by Fiduciaries

If a fiduciary for the Group Health Plan acts in accordance with these procedural requirements in treating a Medical Child Support Order as being (or not being) a Qualified Medical Child Support Order, then the Group Health Plan obligation to the Member and each Alternate Recipient shall be discharged to the extent of any payment made pursuant to such act of the fiduciary.

### 2. Treatment of Alternate Recipients

#### a. Under ERISA

A person who is an Alternate Recipient under any Medical Child Support Order shall be considered a beneficiary under the Group Health Plan for purposes of any provisions of ERISA, as amended, and shall be treated as a participant under the reporting and disclosure requirements of ERISA.



b. Direct Provision of Benefits Provided to Alternate Recipients

Any payment for Covered Expenses made by the Group Health Plan pursuant to a Medical Child Support Order in reimbursement for expenses paid by an Alternate Recipient or an Alternate Recipient's custodial parent or legal guardian shall be made to the Alternate Recipient or the Alternate Recipient's custodial parent or legal guardian.

c. Plan Enrollment and Payroll Deductions

If an Employee remains covered under the Group Health Plan but fails to enroll an Alternate Recipient under the Plan of Benefits after receiving notice of the Qualified Medical Child Support Order from the Employer, the Employer shall enroll the Alternate Recipient and deduct the additional Premium from the Employee's paycheck.

d. Termination of Coverage

Except for any coverage continuation rights otherwise available under the Group Health Plan, the coverage for the Alternate Recipient shall end on the earliest of:

- i. The date the Employee's coverage ends;
- ii. The date the Qualified Medical Child Support Order is no longer in effect;
- iii. The date the Employee obtains other comparable health coverage through another insurer or Plan to cover the Alternate Recipient; or,
- iv. The date the Employer eliminates family health coverage for all of its Employees.

## **TERMINATION OF THIS PLAN OF BENEFITS**

### **A. GENERALLY**

Termination of an Employee's coverage and all of such Employee's Dependents' coverage will occur on the earliest of the following conditions:

1. The date the Group Health Plan is terminated pursuant to Sections (B)-(E) below.
2. The date an Employee retires unless the Group Health Plan covers such individual as a retiree.
3. The date an Employee ceases to be eligible for coverage as set forth in the Eligibility Section.
4. The last day of the month in which employee terminates employment. Note: A qualified Employee (as qualified under the Family and Medical Leave Act of 1993) may be considered Actively at Work during any leave taken pursuant to the Family and Medical Leave Act of 1993.
5. In addition to terminating when an Employee's coverage terminates, a Dependent spouse's coverage terminates on the date of entry of a court order ending the marriage between the Dependent spouse and the Employee regardless of whether such order is subject to appeal.
6. In addition to terminating when an Employee's coverage terminates, a Child's coverage terminates when that individual no longer meets the definition of a Dependent under the Group Health Plan.
7. In addition to terminating when an Employee's coverage terminates, an Incapacitated Child's coverage terminates when that individual no longer meets the definition of an Incapacitated Child.
8. Upon death of the Employee.
9. In addition to terminating when an Employee's coverage terminates, a Domestic Partner and the children of the Domestic Partner's coverage terminates when the domestic partnership is dissolved. An Affidavit of Termination of Partnership must be completed by the Employee and submitted to the Employer and/or the Corporation within thirty (30) days of dissolution, and the Employer must send a Membership Application to cancel this person from coverage.

All other Plan termination of coverage provisions apply to a Domestic Partner and the children of the Domestic Partner.

### **B. TERMINATION FOR FAILURE TO PAY PREMIUMS**

1. If a Member fails to pay the Premium during the Grace Period, such Member shall automatically be terminated from participation in the Group Health Plan, without prior notice to such Member.
2. In the event of termination for failure to pay Premiums, Premiums received after termination will not automatically reinstate the Employee in participation under the Group Health Plan absent written agreement by the Plan Sponsor. If the Employee's participation in the Group Health Plan is not reinstated, the late Premium will be refunded to the Employee.

### **C. TERMINATION WHILE ON LEAVE**

During an Employee's leave of absence that is taken pursuant to the Family and Medical Leave Act, the Plan Sponsor must maintain the same health Benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premium. If Premiums are not paid by an Employee, coverage ends as of the due date of that Premium contribution.

During a faculty member's approved leave of absence for maternity/paternity faculty leave, sabbaticals, fellowships, grants, professional leave of absences, the Plan Sponsor must maintain the same health Benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premium as defined in Wofford College's personnel policies. If required Premiums are not paid by an Employee, coverage ends as of the due date of that Premium contribution.

#### **D. TERMINATION DUE TO A RESCISSION OF COVERAGE**

In the event that a Participant:

1. Performs an act, practice, or omission that constitutes fraud;
2. Makes an intentional misrepresentation of material fact,

The Participant's coverage under this Plan of Benefits will terminate retroactively at one of the following times:

1. If event occurs upon application for participation in the Plan, the Participant's coverage will be void from the time of his/her effective date;
2. If event occurs at any other time, the Participant's coverage will terminate retroactively to the date of the event occurrence, as outlined above.

In the event your coverage is rescinded, you will be given 30 days' advance written notice of the Rescission as well as the retroactive effective date. Any Premiums paid will be returned once the Plan Administrator deducts the amount for any claims paid.

A Participant has an internal appeal right following written notice of Rescission of coverage as outlined within the Claims Filing and Appeal Procedures section of this document.

#### **E. NOTICE OF TERMINATION TO PARTICIPANTS**

Other than as expressly required by law, if the Group Health Plan is terminated for any reason, the Plan Sponsor is solely responsible for notifying all Participants of such termination and that coverage will not continue beyond the termination date.

#### **F. REINSTATEMENT**

The Group Health Plan in its sole discretion (and upon such terms and conditions as any stop-loss carrier or the Plan Sponsor may determine) may reinstate coverage under the Group Health Plan that has been terminated for any reason. If a Participant's coverage (and including coverage for the Participant's Dependents) for Covered Expenses under the Group Health Plan terminates while the Participant is on leave pursuant to the Family and Medical Leave Act because the Participant fails to pay such Participant's Premium, the Participant's coverage will be reinstated without new probationary periods if the Participant returns to work immediately after the leave period, re-enrolls and, within thirty-one (31) days following such return, pays all such Employee's portion of the past due amount and then current Premium.

#### **G. PLAN SPONSOR IS AGENT OF PARTICIPANTS**

By accepting Benefits, a Participant agrees that the Plan Sponsor is the Participant's agent for all purposes of any notice under the Group Health Plan. The Participant further agrees that notifications received from, or given to, the Plan Sponsor by PAI are notification to the Employees except for any notice required by law to be given to the Participants by PAI.

#### **H. PERSONNEL POLICIES**

Except as required under the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act, the Plan Sponsor's current personnel policies regarding Waiting Periods, continuation of coverage, or reinstatement of coverage shall apply during the following situations: Plan Sponsor-certified disability, leave of absence, layoff, reinstatement, hire or rehire.

#### **I. RETURN TO WORK**

An Employee who returns to work **within or immediately following** a layoff or an approved leave of absence will retain the same insurance status as prior to the said date, provided any required contributions have been paid in full. No new eligibility Waiting Period will apply unless these conditions were still to be met at the time of layoff or leave of absence.

An Employee who fails to return to work **after or immediately following** an approved leave of absence or layoff will be considered a new Employee and will be subject to all eligibility requirements, including all requirements relating to the Effective Date of coverage.

**J. STATUS CHANGE**

If an Employee or Dependent has a status change while covered under this Plan of Benefits (i.e. Employee to Dependent, COBRA to active) and no interruption in coverage has occurred, the Plan of Benefits will allow continuity of coverage with respect to any Waiting Period.

## **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998**

In the case of a Participant who is receiving Covered Expenses in connection with a mastectomy, the Group Health Plan will pay Covered Expenses for each of the following (if requested by such Participant):

- A. Reconstruction of the breast on which the mastectomy has been performed;
- B. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. Prosthesis and physical complications at all stages of mastectomy, including lymphedemas.

The Plan of Benefits' Benefit Year Deductible and Copay will apply to these Benefits.

## **FAMILY AND MEDICAL LEAVE ACT ("FMLA")**

The Group Health Plan must comply with FMLA as outlined in the regulations issued by the U.S. Department of Labor. During any leave taken under the FMLA, the Plan Sponsor will maintain coverage under this Plan of Benefits on the same basis as coverage would have been provided if the Employee had been continuously employed during the entire leave period.

In general, eligible Employees may be entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a Child and to care for the newborn Child within one year of birth;
- the placement with the Employee of a Child for adoption or foster care and to care for the newly placed Child within one year of placement;
- to care for the Employee's spouse, Child, or parent who has a serious health condition;
- a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness of a service member spouse, son, daughter, parent, or next of kin to the Employee (military caregiver leave).

## **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) requires that Plan Sponsors allow the following categories of eligible people continue coverage under the Group Health Plan after such individuals would ordinarily not be eligible.

You also may have other options available when you lose this coverage. For example, you may be eligible to enroll into an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. (For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov)). Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

If you decide to continue this coverage, it is available for a period of up to 18, 29 or 36 months, depending on the circumstances:

- A. 18 months for Employees whose working hours are reduced – during a non-FMLA leave of absence or when an Employee changes from full-time to part-time – and any family members who also lose coverage for this reason;
- B. 18 months for Employees who voluntarily quit work and any family members who also lose coverage for this reason;
- C. 18 months for Employees who are part of a layoff and any family members who also lose coverage for this reason;
- D. 18 months for Employees who are fired, unless the firing is due to gross misconduct of the Employee, and any family members who also lose coverage for this reason;
- E. 29 months for Employees and all covered Dependents who are determined to be disabled under the Social Security Act before or during the first sixty (60) days after termination of employment or reduction of hours of employment. Notice of the Social Security Disability determination must be given to the Plan Sponsor within 60 days of the determination of disability and before the end of the first 18 months of continuation of coverage. However, if the determination was prior to termination, the Notice can be provided with COBRA election form in order to secure the extension;
- F. 36 months for Employees’ widows or widowers and their Dependent Children;
- G. 36 months for separated (in states where legal separation is recognized) or divorced husbands or wives of the Employee and their Dependent Children;
- H. 36 months for Dependent Children who lose coverage under the Plan of Benefits because they no longer meet the Plan’s definition of a Dependent Child;
- I. 36 months for Dependents who are not eligible for Medicare when the Employee is eligible for Medicare and no longer has coverage with the Plan Sponsor;
- J. For Plans providing coverage for retired Employees and their Dependents, a special rule applies for such persons who would lose coverage due to the Plan Sponsor filing for Title 11 Bankruptcy. (Loss of coverage includes a substantial reduction of coverage within a year before or after the bankruptcy filing.) Upon occurrence of such an event, retired Employees and their eligible Dependents may continue their coverage under the Plan of Benefits until the date of death of the retiree. If a retiree dies while on this special continued coverage, surviving Dependents may elect to continue coverage for up to 36 additional months.

Except for items E, G, and H, above, the Plan Administrator is responsible for getting the proper form(s) to the Participant so continuation of coverage can be applied for.

For items E, G, and H, the Participant is responsible for notifying the Plan Administrator within sixty (60) days that the qualifying event has occurred. The notice must be given in writing to the Plan Administrator and should contain the following information: (1) name of benefit Plan, (2) covered Employee’s name, (3) your name and address, and (4) the type of qualifying event and the date it occurred. Upon receipt of notice, the Plan Sponsor will then forward the COBRA application form to the Participant or the appropriate Dependent.

The Participant or the appropriate Dependent must complete a COBRA application form and return it to the Plan Administrator no later than 60 days (called the election period) from the later of: (1) the date the Participants coverage ends, or (2) the date the Participant receives notice of the right to apply for continuation coverage.

An application by the Participant or their spouse for continuation of coverage also applies to any other family members who also lose coverage for the same reason. However, each family member losing coverage for the same reason is entitled to make a separate application for continuation of coverage. If there is a choice among types of coverage under the Plan of Benefits, each family member can make a separate selection from the available types of coverage.

During an 18-month continuation of coverage period, some persons may have another situation occur to them from among items B, C, D, and F through I. They will be entitled to continuation of coverage for an overall total of up to **36** months. For items G and H, the Participant must notify the Plan Administrator within **60** days that the situation has occurred.

Premiums for continuation of coverage should be paid to the Plan Administrator or their designated party. The Plan Administrator has the right to require you to pay the entire Premium, even if active employees pay only part of the Premium. The Plan Administrator also has the right to charge and keep an extra two percent administration fee each month. For disabled employees who have applied for the 29-month COBRA continuation period, the Plan Administrator has the right to charge 150% of the applicable Premium each month for the 19<sup>th</sup> month through the 29<sup>th</sup> month of coverage.

For those Participants electing COBRA continuation of coverage, the first Premium payment must be postmarked and mailed to the Plan Administrator by the 45<sup>th</sup> day after the Participant elects continuation coverage. Thereafter, Premium payments are due on the first of each month. There is a 31-day grace period for payment of the monthly Premiums.

**COBRA Continuation of Coverage ends earlier than the maximum continuation period under the following circumstances:**

- A. When Premiums are not paid on time.
- B. When the Participant who has continuation of coverage becomes covered under another group health Plan or Medicare, after the date of the COBRA election, through employment or otherwise.
- C. When a disabled person covered under the extended 29-month COBRA continuation period has been determined by the Social Security Administration to be no longer disabled, coverage ends for the disabled person and any covered family members on the later of 30 days after the determination or 18 months. (Notification must be given to the Company within 30 days of final determination.)
- D. The termination of the Group Health Plan.

## **Uniformed Services Employment and Re-employment Rights Act (USERRA)**

- A. In any case in which an Employee or any of such Employee's Dependents has coverage under the Plan of Benefits, and such Employee is not Actively at Work by reason of active duty service in the uniformed services, the Employee may elect to continue coverage under the Plan of Benefits as provided in this section. The maximum period of coverage of the Employee and such Employee's Dependents under such an election shall be the lesser of:
- i The twenty-four (24) month period beginning on the date on which the Employee's absence from being Actively at Work by reason of active duty service in the uniformed services begins; or
  - ii The day after the date on which the Employee fails to apply for or return to a position of employment, as determined under USERRA.

The continuation of coverage period under USERRA will be counted toward any continuation of coverage period available under COBRA.

- B. An Employee who elects to continue coverage under this section of the Plan of Benefits must pay one hundred and two percent (102%) such Employee's normal Premium. Except that, in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, such Employee will pay the normal contribution for the thirty-one (31) days.
- C. An Employee who is qualified for re-employment under the provisions of USERRA will be eligible for reinstatement of coverage under the Group Health Plan upon re-employment. Except as otherwise provided in this Article upon re-employment and reinstatement of coverage no new exclusion or Probationary Period will be imposed in connection with the reinstatement of such coverage if an exclusion or Waiting Period normally would have been imposed. This Article applies to the Employee who is re-employed and to a Dependent who is eligible for coverage under the Plan of Benefits by reason of the reinstatement of the coverage of such Employee.
- D. This Section shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.



## **SUBROGATION / RIGHT OF REIMBURSEMENT**

### **A. BENEFITS SUBJECT TO THIS PROVISION**

This provision shall apply to all Benefits provided under any section of the Plan of Benefits. All Benefits under this Plan of Benefits are being provided by a self-funded ERISA plan.

### **B. STATEMENT OF PURPOSE**

Subrogation and Reimbursement represent significant Group Health Plan assets and are vital to the financial stability of the Group Health Plan. Subrogation and Reimbursement recoveries are used to pay future claims by other Group Health Plan members. Anyone in possession of these assets holds them as a fiduciary and constructive trustee for the benefit of the Group Health Plan. The Group Health Plan has a fiduciary obligation under the Employee Retirement Income Security Act (ERISA) to pursue and recover these Group Health Plan assets to the fullest extent possible.

### **C. DEFINITIONS**

#### **1. Another Party**

Another Party shall mean any individual or entity, other than the Group Health Plan, who is liable or legally responsible to pay expenses, compensation or damages in connection with a Member's injuries or illness.

Another Party shall include the party or parties who caused the injuries or illness; the liability insurer, guarantor or other indemnifier of the party or parties who caused the injuries or illness; a Member's own insurance coverage, such as uninsured, underinsured, medical payments, no-fault, homeowner's, renter's or any other insurer; a workers' compensation insurer or governmental entity; or, any other individual, corporation, association or entity that is liable or legally responsible for payment in connection with the injuries or illness.

#### **2. Member**

As it relates to the Subrogation and Reimbursement Provision, a Member shall mean any person, Dependent or representatives, other than the Group Health Plan, who is bound by the terms of the Subrogation and Reimbursement Provision herein. A Member shall include but is not limited to any beneficiary, Dependent, Spouse or person who has or will receive Benefits under the Group Health Plan, and any legal or personal representatives of that person, including parents, guardians, attorneys, trustees, administrators or executors of an estate of a Member, and heirs of the estate.

#### **3. Recovery**

Recovery shall mean any and all monies identified, paid or payable to the Member through or from Another Party by way of judgment, award, settlement, covenant, release or otherwise (no matter how those monies may be characterized, designated or allocated) to compensate for any losses caused by, or in connection with, the injuries or illness. A Recovery exists as soon as any fund is identified as compensation for a Member from Another Party. Any recovery shall be deemed to apply, first, for Reimbursement of the Group Health Plan's lien. The amount owed from the Recovery as Reimbursement of the Group Health Plan's lien is an asset of the Group Health Plan.

#### **4. Reimbursement**

Reimbursement shall mean repayment to the Group Health Plan of recovered medical or other Benefits that it has paid toward care and treatment of the injuries or illness for which there has been a Recovery.

## 5. Subrogation

Subrogation shall mean the Group Health Plan's right to pursue the Member's claims for medical or other charges paid by the Group Health Plan against Another Party.

### **D. WHEN THIS PROVISION APPLIES**

This provision applies when a Member incurs medical or other charges related to injuries or illness caused in part or in whole by the act or omission of the Member or another person; or Another Party may be liable or legally responsible for payment of charges incurred in connection with the injuries or illness; or Another Party may otherwise make a payment without an admission of liability. If so, the Member may have a claim against that other person or Another Party for payment of the medical or other charges. In that event, the Member agrees, as a condition of receiving Benefits from the Group Health Plan, to transfer to the Group Health Plan all rights to recover damages in full for such Benefits.

### **E. DUTIES OF THE MEMBER**

The Member will execute and deliver all required instruments and papers provided by the Group Health Plan or Corporation, including an accident questionnaire, as well as doing and providing whatever else is needed, to secure the Group Health Plan's rights of Subrogation and Reimbursement, before any medical or other Benefits will be paid by the Group Health Plan for the injuries or illness. The Group Health Plan or Corporation may determine, in its sole discretion, that it is in the Group Health Plan's best interests to pay medical or other Benefits for the injuries or illness before these papers are signed (for example, to obtain a prompt payment discount); however, in that event, the Group Health Plan will remain entitled to Subrogation and Reimbursement. In addition, the Member will do nothing to prejudice the Group Health Plan's right to Subrogation and Reimbursement and acknowledges that the Group Health Plan precludes operation of the made-whole and common-fund doctrines. A Member who receives any Recovery (whether by judgment, settlement, compromise, or otherwise) has an absolute obligation to immediately tender the portion of the Recovery subject to the Group Health Plan's lien to the Group Health Plan under the terms of this provision. A Member who receives any such Recovery and does not immediately tender the Group Health Plan's portion of the Recovery to the Group Health Plan will be deemed to hold the Group Health Plan's portion of the Recovery in constructive trust for the Group Health Plan, because the Member is not the rightful owner of the Group Health Plan's portion of the Recovery and should not be in possession of the Recovery until the Group Health Plan has been fully reimbursed. The portion of the Recovery owed by the Member for the Group Health Plan's lien is an asset of the Group Health Plan.

As a condition of receiving Benefits, the Member must:

1. Immediately notify the Group Health Plan or Corporation of an injury or illness for which Another Party may be liable, legally responsible or otherwise makes a payment in connection with the injuries or illness;
2. Execute and deliver to the Corporation an accident questionnaire within one hundred eighty (180) days of the accident questionnaire being mailed to the Member;
3. Deliver to the Group Health Plan or Corporation a copy of the Personal Injury Protection Log, Medical Payments log and/or Medical Authorization within ninety (90) days of being requested to do so;
4. Deliver to the Group Health Plan or Corporation a copy of the police report, incident or accident report, or any other reports issued as a result of the injuries or illness within ninety (90) days of being requested to do so;
5. Authorize the Group Health Plan or Corporation to sue, compromise and settle in the Member's name to the extent of the amount of medical or other Benefits paid for the injuries or illness under the Group Health Plan and the expenses incurred by the Group Health Plan or Corporation in collecting this amount, and assign to the Group Health Plan the Member's rights to Recovery when this provision applies;
6. Include the amount paid for Benefits as a part of the damages sought against Another Party. Immediately reimburse the Group Health Plan or Corporation, out of any Recovery made from Another Party, the amount

of medical or other Benefits paid for the injuries or illness by the Group Health Plan up to the amount of the Recovery and without reduction for attorneys' fees, costs, comparative negligence, limits of collectability or responsibility, or otherwise;

7. Immediately notify the Group Health Plan or Corporation in writing of any proposed settlement and obtain the Group Health Plan or Corporation's written consent before signing any release or agreeing to any settlement; and,
8. Cooperate fully with the Group Health Plan or Corporation in its exercise of its rights under this provision, do nothing that would interfere with or diminish those rights and furnish any information required by the Group Health Plan or Corporation.

#### **F. FIRST PRIORITY RIGHT OF SUBROGATION AND/OR REIMBURSEMENT**

Any amounts recovered will be subject to Subrogation or Reimbursement. The Member's submission of claims for illnesses or injury caused by Another Party constitutes the Member's agreement to the terms of this provision and the Member's grant to the Group Health Plan of a first priority equitable lien by agreement. The Group Health Plan's right to recover exists regardless of whether it is based on Subrogation or Reimbursement.

The Group Health Plan will be subrogated to all rights the Member may have against that other person or Another Party and will be entitled to first priority Reimbursement out of any Recovery to the extent of the Group Health Plan's payments. In addition, the Group Health Plan shall have a first priority equitable lien against any Recovery to the extent of Benefits paid and to be payable in the future. The Group Health Plan's first priority equitable lien supersedes any right that the Member may have to be "made whole." In other words, the Group Health Plan is entitled to the right of first Reimbursement out of any Recovery the Member procures or may be entitled to procure regardless of whether the Member has received full compensation for any of such Member's damages or expenses, including attorneys' fees or costs and regardless of whether the Recovery is designated as payment for medical expenses or otherwise. Additionally, the Group Health Plan's right of first Reimbursement will not be reduced for any reason, including attorneys' fees, costs, comparative or contributory negligence, limits of collectability or responsibility, characterization of Recovery as pain and suffering or otherwise. As a condition to receiving Benefits under the Group Health Plan and Plan of Benefits, the Member agrees that acceptance of Benefits is constructive notice of this provision.

#### **G. WHEN A MEMBER RETAINS AN ATTORNEY**

An attorney who receives any Recovery (whether by judgment, settlement, compromise, or otherwise) for an injury or illness in which the Group Health Plan has paid or will pay Benefits, has an absolute obligation to immediately tender the portion of the Recovery subject to the Group Health Plan's equitable lien to the Group Health Plan under the terms of this provision. As a possessor of a portion of the Recovery, the Member's attorney holds the Recovery as a constructive trustee and fiduciary and is obligated to tender the Group Health Plan's portion of the Recovery immediately over to the Group Health Plan. A Member's attorney who receives any such Recovery and does not immediately tender the Group Health Plan's portion of the Recovery to the Group Health Plan will be deemed to hold the Recovery in constructive trust for the Group Health Plan, because neither the Member nor the attorney is the rightful owner of the portion of the Recovery subject to the Group Health Plan's lien. The portion of the Recovery owed for the Group Health Plan's lien is an asset of the Group Health Plan.

If the Member retains an attorney, the Member's attorney must recognize and consent to the fact that this provision precludes the operation of the "made-whole" and "common fund" doctrines, and the attorney must agree not to assert either doctrine against the Group Health Plan in such attorney's pursuit of Recovery. The Group Health Plan will not pay the Member's attorneys' fees and costs associated with the recovery of funds, nor will it reduce its Reimbursement pro rata for the payment of the Member's attorneys' fees and costs, without the expressed written consent of the Corporation.

## **H. WHEN THE MEMBER IS A MINOR OR IS DECEASED OR INCAPACITATED**

This Subrogation and Reimbursement Provision will apply with equal force to the parents, trustees, guardians, administrators, or other representatives of a minor, incapacitated, or deceased Member and to the heirs or personal and legal representatives, regardless of applicable law. No representative of a Member listed herein may allow proceeds from a Recovery to be allocated in a way that reduces or minimizes the Group Health Plan's claim by arranging for others to receive proceeds of any judgment, award, settlement, covenant, release or other payment or releasing any claim in whole or in part without full compensation therefore or without the prior written consent from the Group Health Plan or Corporation.

## **I. WHEN A MEMBER DOES NOT COMPLY**

When a Member does not comply with the provisions of this section, the Group Health Plan or Corporation shall have the authority, in its sole discretion, to deny payment of any claims for Benefits by the Member and to deny or reduce future Benefits payable (including payment of future Benefits for other injuries or illnesses) under this Plan of Benefits by the amount due as satisfaction for the Reimbursement to the Group Health Plan. The Group Health Plan or Corporation may also, in its sole discretion, deny or reduce future Benefits (including future Benefits for other injuries or illnesses) for the Member under any other group benefits plan maintained by the Employer. The reductions will equal the amount of the required Reimbursement; however, under no circumstances shall the Reimbursement, denial or reduction of Benefits exceed the amount of the Recovery. If the Group Health Plan must bring an action against a Member to enforce the provisions of this section, then the Member agrees to pay the Group Health Plan's attorneys' fees and costs, regardless of the action's outcome.

## **J. PRIOR RECOVERIES**

In certain circumstances, a Member may receive a Recovery that exceeds the amount of the Group Health Plan's payments for past and/or present expenses for treatment of the injuries or illness that is the subject of the Recovery. In other situations, based on the extent of the Member's injuries or illness, the Member may have received a prior Recovery for treatment of the injuries or illness that is the subject of a claim for Benefits under the Group Health Plan. In these situations, the Group Health Plan will not provide Benefits for any expenses related to the injuries or illness for which compensation was provided through a current or previous Recovery. The Member is required to submit full and complete documentation of any such Recovery in order for the Group Health Plan to consider eligible expenses. To the extent a Member's Recovery exceeds the amount of the Group Health Plan's lien, the Group Health Plan is entitled to deny that amount as an offset against any claims for future Benefits relating to the injuries or illness. In those situations, the Member will be solely responsible for payment of medical bills related to the injuries or illness. The Group Health Plan also precludes operation of the made-whole and common-fund doctrines in applying this provision.

The Group Health Plan or Corporation has sole discretion to determine whether expenses are related to the injuries or illness to the extent this provision applies. Acceptance of Benefits under this Plan of Benefits for injuries or illness which the Member has already received a Recovery may be considered fraud, and the Member will be subject to any sanctions determined by the Group Health Plan or Corporation, in their sole discretion, to be appropriate, including denial of present or future Benefits under this Plan of Benefits.

## **WORKERS' COMPENSATION PROVISION**

This policy does not provide benefits for diagnosis, treatment or other service for any injury or illness that is sustained or alleged by a Participant that arises out of, in connection with, or as the result of any work for wage or profit when coverage under any Workers' Compensation Act or similar federal or state law is required or is otherwise available for the Participant. Benefits will not be provided under this Plan if coverage under the Workers' Compensation Act or similar law would have been available to the Participant but the Participant elected exemption from available Workers' Compensation coverage; waives entitlement to Workers' Compensation benefits for which the Participant is eligible; failed to timely file a claim for Workers' Compensation benefits; or the Member sought treatment for the injury or illness from a Provider that is not authorized by the Participant's Plan Sponsor.

If the Group Health Plan, or its designee, including PAI (hereinafter referred to as "the Plan") pays Benefits for an injury or illness and the Plan determines the Participant also received Workers' Compensation benefits by means of a settlement, judgment, or other payment for the same injury or illness, Participant shall reimburse the Plan in full all Benefits paid by the Plan relating to the injury or illness.

The Plan's right of recovery will be applied even if: the Workers' Compensation benefits are in dispute or are made by means of a compromised, doubtful and disputed, clincher or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Participant's employment; the amount of Workers' Compensation benefits due to medical or health care is not agreed upon or defined by the Participant or the Workers' Compensation carrier; the medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition of receiving Benefits, the Member must:

1. Immediately notify the Group Health Plan or Corporation of an injury or illness for which the Member's Employer and/or Employers' Workers' Compensation carrier may be liable, legally responsible or otherwise makes a payment in connection with the injuries or illness;
2. Execute and deliver to the Corporation an accident questionnaire within one hundred eighty (180) days of the accident questionnaire being mailed to the Member;
3. Deliver to the Group Health Plan or Corporation a copy of the police report, incident or accident report or any other reports issued as a result of the injury or illness within ninety (90) days of being requested to do so;
4. Assert a claim or lawsuit against the Employer and/or Employer's Workers' Compensation carrier or any other insurance coverage to which the Member may be entitled;
5. Include the amount paid for Benefits as a part of the damages sought against the Member's Employer and/or Employer's Workers' Compensation carrier. Immediately reimburse the Group Health Plan, out of any recovery made from the Employer and/or Employer's Workers' Compensation carrier, the amount of medical or other Benefits paid for the injuries or illness by the Group Health Plan up to the amount of the recovery and without reduction for attorneys' fees, costs, comparative negligence, limits of collectability or responsibility, or otherwise;
6. Immediately notify the Group Health Plan or Corporation in writing of any proposed settlement and obtain the Group Health Plan or Corporation's written consent before signing any release or agreeing to any settlement; and,
7. Cooperate fully with the Group Health Plan or Corporation in its exercise of its rights under this provision, do nothing that would interfere with or diminish those rights and furnish any information required by the Group Health Plan or Corporation.

The Group Health Plan or Corporation has sole discretion to determine whether claims for Benefits submitted under the Plan of Benefits are related to the injuries or illness to the extent this provision applies. If the Group Health Plan

or Corporation pays Benefits for an injury or illness and the Group Health Plan or Corporation determines the Member also received a recovery from the Employer and/or Employer's Workers' Compensation carrier by means of a settlement, judgment or other payment for the same injury or illness, the Member shall reimburse the Group Health Plan from the recovery for all Benefits paid by the Group Health Plan relating to the injury or illness. However, under no circumstances shall the Member's reimbursement to the Group Health Plan exceed the amount of such recovery.

If the Member receives a recovery from the Employer and/or Employer's Workers' Compensation carrier, the Group Health Plan's right of reimbursement from the recovery will be applied even if: liability is denied, disputed or is made by means of a compromised, doubtful and disputed, clincher or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Member's employment; the amount of workers' compensation benefits due to medical or healthcare is not agreed upon or defined by the Member, Employer or the Workers' Compensation carrier; or the medical or healthcare benefits are specifically excluded from the settlement or compromise.

- Failure to reimburse the Group Health Plan from the recovery as required under this section will entitle the Group Health Plan or Corporation to invoke the Workers' Compensation exclusion and deny payment for all claims relating to the injury or illness.

## COORDINATION OF BENEFITS

Coordination of benefits rules apply when a Participant is covered by this Plan of Benefits and also covered by any other Plan or Plans. When more than one coverage exists, one Plan normally pays its benefits in full and the other Plan pays a reduced benefit. This Plan of Benefits will always pay either its Benefits in full or a reduced amount that, when added to the benefits payable by the other Plan or Plans, will not exceed 100% of Allowed Amounts. Only the amount paid by the Plan of Benefits will be included for purposes of determining the maximums in the Schedule of Benefits. Through the coordination of benefits, a Participant or Dependent will not receive more than the Allowed Amounts for a loss.

The coordination of benefits provision applies whether or not a claim is filed under the other Plan or Plans. The Participant agrees to provide authorization to this Plan of Benefits to obtain information as to benefits or services available from any other Plan or Plans, or to recover overpayments. All Benefits contained in the Plan of Benefits are subject to this provision.

When this Plan of Benefits is primary, Benefits are determined before those of the other Plan. The benefits of the other Plan are not considered. When this Plan of Benefits is secondary, Benefits are determined after those of the other Plan. Benefits may be reduced when the sum of the following exceeds the Covered Expenses in a Benefit Year:

- a. The Covered Expenses in the absence of this coordination of benefits provision; plus
- b. The expenses that would be payable under the other Plan, in the absence of provisions with a purpose like that of this coordination of benefits provision, whether or not a claim is made.

When the sum of these two (2) amounts exceeds the maximum amount payable for Covered Expenses in a Benefit Year, the Covered Expenses will be reduced so that they and the Benefits payable under the Primary Plan do not total more than the Covered Expenses. When the Covered Expenses of the Group Health Plan are reduced in this manner, each Benefit is reduced in proportion and then charged against any applicable limit of the Group Health Plan.

### **A. ORDER OF DETERMINATION RULES FOR EMPLOYEE MEMBERS**

If a Participant covered hereunder is also covered for comparable Benefits or services under another Plan that is the Primary Plan, Benefits applicable under this Plan of Benefits will be reduced so that, for Benefits incurred, benefits available under all Plans shall not exceed the Allowed Amount of such Benefits.

This Plan of Benefits determines its order of Benefits using the first of the following that applies:

- A. **General** - A Plan that does not coordinate with other Plans is always the Primary Plan;
- B. **Non-Dependent/Dependent** - The Benefits of the Plan that covers the person as an Employee (other than a Dependent) is the Primary Plan; the Plan that covers the person as a Dependent is the Secondary Plan;
- C. **Dependent Child/Parents Not Separated or Divorced** - Except as stated in (D) below, when this Plan of Benefits and another Plan cover the same Child as a Dependent of different parents:
  1. The Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year; but
  2. If both parents have the same birthday, the benefits of the Plan that covered the parent the longer time is the Primary Plan; the Plan that covered the parent the shorter time is the Secondary Plan;
  3. If the other Plan does not have the birthday rule, but has the gender rule and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- D. **Dependent Child/Separated or Divorced Parents** - If two or more Plans cover a person as a Dependent Child of divorced or separated parents, benefits for the Child are determined in this order:
  1. First, the Plan of the parent with custody of the Child;
  2. Then, the Plan of the spouse of the parent with custody;

3. Finally, the Plan of the parent without custody of the Child.

However, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the Child, then that parent's Plan is the Primary Plan. If a court decree exists stating that the parents shall share joint custody, without stating that one of the parents is financially responsible for the health care of the Child, the order of liability will be determined according to the rules for Dependent Children whose parents are not separated or divorced. Anyone who legally adopts the Child will assume natural parent status.

- E. **Active/Inactive Employee** - The Primary Plan is the Plan that covers the person as an Employee who is neither laid off nor retired (or as that Employee's Dependent). The Secondary Plan is the Plan that covers that person as a laid off or retired Employee (or as that Employee's Dependent). If the other Plan does not have this rule, and if, as result the Plans do not agree on the order of benefits, this rule does not apply.
- F. **Longer/Shorter Length of Coverage** - If none of the above rules determines the order of benefits, the Primary Plan is the Plan that covered an Employee longer. The Secondary Plan is the Plan that covered that person the shorter time.
- G. **Continuation Coverage** - In instances where a Member is covered by this Group Health Plan and other employer-sponsored coverage and only one of them is continuation coverage (e.g., COBRA or other continuation coverage), such continuation coverage will be the Secondary Plan.
- H. In the case of a Plan that contains order of benefit determination rules that declare that Plan to be excess to or **always secondary to all other Plans**, this Plan of Benefits will coordinate benefits as follows:
  - 1. If this Plan of Benefits is Primary, it will pay or provide Benefits on a Primary basis;
  - 2. If this Plan of Benefits is secondary, it will pay or provide Benefits first, but the amount of Benefits payable will be determined as if this Plan of Benefits were the Secondary Plan. The liability of this Plan of Benefits will be limited to such payment;
  - 3. If the Plan does not furnish the information needed by this Plan of Benefits to determine Benefits within a reasonable time after such information is requested, this Plan of Benefits shall assume that the benefits of the other Plan are the same as those provided under this Plan of Benefits, and shall pay Benefits accordingly. When information becomes available as to the actual benefits of the other Plan, any Benefit payment made under this Plan of Benefits will be adjusted accordingly.

I. **Right To Coordination of Benefits Information**

The Plan Administrator and PAI are entitled to such information as it deems reasonably necessary to apply these coordination of benefit provisions, and the Member and the Employer must provide any such information as reasonably requested:

- 1. To obtain or share information with any insurance company or other organization regarding coordination of benefits without the claimant's consent;
- 2. To require that the claimant provide the Plan Administrator with information on such other Plans so that this provision may be implemented;
- 3. To pay over the amount due under this Plan of Benefits to an insurer or other organization if this is necessary, in the Plan Administrator or PAI's opinion, to satisfy the terms of this provision.

J. **Facility of Payment**

Whenever payments that should have been made under this Plan of Benefits in accordance with this provision have been made under any other Plan or Plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organizations or person making such other payments any amount it will determine in order to satisfy the intent of this provision, and amount so paid will be deemed to be Benefits paid under this Plan of Benefits and to the extent of such payment, the Plan Administrator will be fully discharged from liability under this Plan of Benefits. The Benefits that are payable will be charged against any applicable Maximum Payment or Benefit of this Plan of Benefits rather than the amount payable in the absence of this provision.



## **K. Right of Recovery**

If the amount of the payments made by the Group Health Plan is more than the Group Health Plan should have paid, the Group Health Plan may recover the excess or overpayment from the Member on whose behalf it has made payments, from a Provider, any group insurer, Plan, or any other person or organization contractually obligated to such Member with respect to such overpayments.

## **L. Medicare**

### **Individuals Age 65 or Older**

The Group Health Plan is a Primary Plan except where federal law mandates that the Group Health Plan is the Secondary Plan. Any claims where Medicare is primary must be filed by the Member after Medicare payment is made.

If you are a Participant and are age 65 or older, this Plan is the primary payer. Medicare will be the secondary payer.

If you are a retiree and are age 65 or older and are eligible to participate in this Plan, Medicare will be the primary payer and this Plan will pay secondary.

If you are not a Participant and are age 65 or older, Medicare will be your only medical coverage.

### **Disabled Participants\***

If you are a Participant who is disabled, this Plan is the primary payer and Medicare is the secondary payer.

\*This applies for Plans with 100 or more employees. (If the Plan has less than 100 employees, Medicare is primary for disabled individuals).

### **End-Stage Renal Disease**

If you have End-Stage Renal Disease and are a Participant, this Plan is the primary payer and Medicare is the secondary payer for the first 30 months of eligibility or entitlement to Medicare. After 30 months, Medicare will be the primary payer, and this Plan will be the secondary payer.

### **COBRA - Age 65 or Older or Disabled**

If you are age 65 or older or disabled, and covered by Medicare and COBRA, Medicare will be the primary payer and the COBRA coverage will pay secondary.

### **Coordination:**

When Medicare is primary and the Plan is secondary, Medicare (Parts A and B) will be considered a Plan for the purposes of coordination of Benefits. The Plan will coordinate Benefits with Medicare whether or not the Participant or their Dependents is/are actually receiving Medicare Benefits.

## **B. COORDINATION OF BENEFITS WITH AUTO INSURANCE**

This is a self-funded ERISA Plan which does not provide benefits for claims which are paid or payable under automobile insurance coverage. Automobile insurance coverage shall include, but is not limited to, no-fault, personal injury protection, medical payments, liability, uninsured and underinsured coverage, umbrella or any other insurance coverage which may be paid or payable for the injury or illness.

Although benefits for claims which are paid or payable under automobile insurance coverage are not covered by this Plan of Benefits, the Group Health Plan or Corporation may, in its sole discretion, agree to extend Benefits to a Member for the injury or illness. In this instance, if a Member has automobile no-fault, personal injury protection or medical payments coverage, or if such coverage is extended to the Member through a group or their own automobile insurance carrier, that coverage is primary to the Group Health Plan. The Group Health Plan will always be secondary to automobile no-fault, personal injury protection or medical payments coverage plans and the Group Health Plan will coordinate benefits for claims which are payable under those automobile policies.

If the Member resides in a state where automobile no-fault, personal injury protection or medical payments coverage is mandatory and the Member does not have the state mandated automobile coverage, the Group Health Plan will deny Benefits up to the amount of the state mandated automobile coverage.

This coordination of benefits provision applies whether or not the Member submits a claim under the automobile no-fault, personal injury protection or medical payments coverage.

As a condition of receiving Benefits, the Member must:

1. Immediately notify the Group Health Plan or Corporation of an injury or illness for which automobile insurance coverage may be liable, legally responsible, or otherwise makes a payment in connection with the injuries or illness;
2. Execute and deliver to the Corporation an accident questionnaire within one hundred eighty (180) days of the accident questionnaire being mailed to the Member;
3. Deliver to the Group Health Plan or Corporation a copy of your Personal Injury Protection Log, Medical Payments log and/or Medical Authorization within ninety (90) days of being requested to do so;
4. Deliver to the Group Health Plan or Corporation a copy of the police report, incident or accident report, or any other reports issued as a result of the injuries or illness within ninety (90) days of being requested to do so; and,
5. Cooperate fully with the Group Health Plan or Corporation in its exercise of its rights under this provision, do nothing that would interfere with or diminish those rights and furnish any information required by the Group Health Plan or Corporation.

Failure to cooperate with the Group Health Plan as required under this section will entitle the Group Health Plan or Corporation to invoke the Auto Accident Exclusion and deny payment for all claims relating to the injury or illness up to the amount of available or state mandated coverage.

## **ERISA RIGHTS**

As a Participant in this Group Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”) provided the Plan Sponsor is subject to ERISA regulations. ERISA provides that all Participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Group Health Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“EBSA”).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Group Health Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may assess a reasonable charge for the copies.

Receive, upon request, a summary of the Group Health Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

### **Continue Group Health Plan Coverage**

Continue health care coverage for yourself and your Dependents if there is a loss of coverage under the Group Health Plan as a result of a Qualifying Event. You or your Dependents may have to pay for such continuation coverage. You should review the documents governing COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee welfare benefit plan. The people who administer an employee welfare benefit plan are called “fiduciaries” and have a duty to do so prudently and in the interest of the Participants. The Plan Sponsor is the fiduciary of the Group Health Plan.

### **Enforce Your Rights**

If a Participant’s claim for a Benefit is denied or ignored, in whole or in part, such Participant has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a Participant can take to enforce the above rights. For instance, if a Participant requests a copy of Plan documents or the latest annual report from the Plan and does not receive them within thirty (30) days, the Participant may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay the Participant up to \$110 a day until the Participant receives the material, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Participant has a claim for Benefits that is denied or ignored, in whole or in part, the Participant may file suit in state or federal court. In addition, if the Participant disagrees with the Plan Administrator’s decision or lack thereof concerning the qualified status of a domestic relations order or a Medical Child Support Order, the Participant may file suit in federal court. If Plan fiduciaries misuse the Plan’s money, or if the Participant is discriminated against for asserting rights, the Participant may seek assistance from the U.S Department of Labor, or file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant has sued to pay these costs and fees. If the Participant loses, the court may order such Participant to pay these costs and fees, for example, if it finds such Participant’s claim is frivolous.

No one, including the Plan Sponsor, the Participant’s union, or any other person, may fire an Employee or otherwise discriminate against an Employee in any way to prevent an Employee from obtaining a Benefit or exercising the Employee’s rights under ERISA.

### **Assistance with Your Questions**

If a Participant has any questions about the Group Health Plan, the Participant should contact the Plan Administrator. If a Participant has any questions about this statement or about your rights under ERISA, or if the Participant needs assistance in obtaining documents from the Plan Administrator, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. The Participant may also obtain certain publications about Participant's rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR**

The Group Health Plan will disclose (or require PAI to disclose) Participant's PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of HIPAA. Any disclosure to and use by the Plan Sponsor will be subject to and consistent with the provisions of the sections below.

1. Disclosure of Protected Health Information to Plan Sponsor.
  - a. The Group Health Plan and any health insurance issuer or business associate servicing the Group Health Plan will disclose PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of the HIPAA and its implementing regulations, as amended. Any disclosure to and use by the Plan Sponsor of PHI will be subject to and consistent with the provisions of paragraphs 2 and 3 of this section.
  - b. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor unless the disclosures are explained in the Notice of Privacy Practices distributed to the Participants.
  - c. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
2. Restrictions on Plan Sponsor's Use and Disclosure of Protected Health Information.
  - a. The Plan Sponsor will neither use nor further disclose Participant's PHI, except as permitted or required by the Plan documents, as amended, or required by law.
  - b. The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Participant's PHI, agrees to the restrictions and conditions of the Plan of Benefits, with respect to PHI.
  - c. The Plan Sponsor will not use or disclose Participant PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
  - d. The Plan Sponsor will report to the Group Health Plan any use or disclosure of Participant PHI that is inconsistent with the uses and disclosures allowed under this section promptly upon learning of such inconsistent use or disclosure.
  - e. The Plan Sponsor will make PHI available to the Participant who is the subject of the information in accordance with HIPAA.
  - f. The Plan Sponsor will make PHI available for amendment, and will on notice amend Participant PHI, in accordance with HIPAA.
  - g. The Plan Sponsor will track disclosures it may make of Participant PHI so that it can make available the information required for the Group Health Plan to provide an accounting of disclosures in accordance with HIPAA.
  - h. The Plan Sponsor will make available its internal practices, books, and records, relating to its use and disclosure of Participants' PHI, to the Group Health Plan and to the U.S. Department of Health and Human Services to determine compliance with HIPAA.
  - i. The Plan Sponsor will, if feasible, return or destroy all Participant PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control), received from the Group Health Plan, including all copies of and any data or compilations derived from and allowing identification of any Participant who is the subject of the PHI, when the Participants' PHI is no longer needed for the Plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Plan Sponsor will limit the use or disclosure of any Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.
3. Adequate Separation Between the Plan Sponsor and the Group Health Plan.

- a. Certain classes of employees or other workforce members under the control of the Plan Sponsor may be given access to Participant PHI received from the Group Health Plan or business associate servicing the Group Health Plan:
  - b. These employees will have access to PHI only to perform the Plan administration functions that the Plan Sponsor provides for the Group Health Plan.
  - c. These employees will be subject to disciplinary action and sanctions, including termination of employment or affiliation with the Plan Sponsor, for any use or disclosure of Participant PHI in breach or violation of or noncompliance with the provisions of this section of the Plan of Benefits. The Plan Sponsor will promptly report such breach, violation or noncompliance to the Group Health Plan, and will cooperate with the Group Health Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.
  - d. Plan Sponsor shall ensure that the separation required by the above provisions will be supported by reasonable and appropriate security measures.
4. Plan Sponsor Obligations to the security of Electronic Protected Health Information (“ePHI”):

Where ePHI will be created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the Group Health Plan, the Plan Sponsor shall reasonably safeguard the ePHI as follows:

- a. Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Group Health Plan. Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect this information;
- b. The Plan Sponsor shall report any security incident of which it becomes aware to the Group Health Plan as provided below.
  - i. In determining how and how often Plan Sponsor shall report security incidents to Group Health Plan, both Plan Sponsor and Group Health Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor and Group Health Plan agree that this Agreement shall constitute the documentation, notice and written report of any such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C, and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with an information system:
    - Pings on a Party’s firewall,
    - Port scans,
    - Attempts to log on to a system or enter a database with an invalid password or username,
    - Denial-of-service attacks that do not result in a server being taken off-line, and
    - Malware (e.g., worms, viruses)
  - ii. Plan Sponsor shall, however, separately report to Group Health Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of the Group Health Plan’s ePHI of which Plan Sponsor becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Group Health Plan’s ePHI; (c) results in a breach of availability of Group Health Plan’s ePHI, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after Plan Sponsor becomes aware of the impact of such security incident upon Group Health Plan’s ePHI.

## **GENERAL INFORMATION**

Whereas Plan Sponsor establishes this Group Health Plan and the applicable Benefits, rights and privileges that shall pertain to participating employees, hereinafter referred to as “Employees” and the eligible Dependents of such Employees, as herein defined, for which Benefits are provided through a fund established by the Plan Sponsor and hereinafter referred to as the “Plan of Benefits”:

### **ADMINISTRATIVE SERVICES ONLY**

PAI provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. The Group Health Plan is a self-funded health Plan, and the Plan Sponsor assumes all financial risk and obligation with respect to claims.

### **AUTHORIZED REPRESENTATIVES**

A Provider may be considered a Member’s Authorized Representative without a specific designation by the Member when the Preauthorization request is for Urgent Care Claims. A Provider may be a Member’s Authorized Representative with regard to non-Urgent Care Claims only when the Member gives the Corporation or the Provider a specific designation, in a format that is reasonably acceptable to the Group Health Plan to act as an Authorized Representative. If the Member has designated an Authorized Representative, all information and notifications will be directed to that representative unless the Member gives contrary directions.

### **CLERICAL ERRORS**

Clerical errors by PAI or the Plan Sponsor will not cause a denial of Benefits that should otherwise have been granted, nor will clerical errors extend Benefits that should otherwise have ended.

### **CONTINUATION OF CARE**

If a Participating Provider’s contract ends or is not renewed for any reason other than fraud or a failure to meet applicable quality standards and the Participant is a Continuing Care Patient, the Participant may be eligible to continue to receive in-network Benefits from that Provider with respect to the course of treatment relating to the Participant’s status as a Continuing Care Patient.

In order to receive this Continuation of Care, the Participant must submit a request to PAI on the appropriate form. Upon receipt of the request, PAI will notify the Participant and the Provider of the last date the Provider is part of the network and a summary of Continuation of Care requirements. PAI will review the request to determine qualification for the Continuation of Care. If additional information is necessary to make a determination, PAI may contact the Participant or the Provider for such information. If PAI approves the request, in-network Benefits for that Provider will be provided, with respect to the course of treatment relating to the Participant’s status as a Continuing Care Patient, for ninety (90) days or until the date the Participant is no longer a Continuing Care Patient for the Provider. During this time, the Provider will accept the network allowance as payment in full. Continuation of Care is subject to all other terms and conditions of this contract, including regular Benefit limits.

### **GOVERNING LAW**

The Group Health Plan may be governed by and subject to ERISA and any other applicable federal law. If ERISA or another federal law does not apply, the Group Health Plan is governed by and subject to the laws of the State of South Carolina. If federal law conflicts with any state law, then such federal law shall govern. If any provision of the Group Health Plan conflicts with such law, the Group Health Plan shall automatically be amended solely as required to comply with such state or federal law.

### **IDENTIFICATION CARD**

A Participant must present their Identification Card prior to receiving Benefits.

Identification Cards are for identification only. Having an Identification Card creates no right to Benefits or other services. To be entitled to Benefits, the cardholder must be a Member whose Premium has been paid. Any person receiving Covered Expenses to which the person is not entitled will be responsible for the charges.

## **INFORMATION AND RECORDS**

PAI and the Plan Sponsor are entitled to obtain such medical and Hospital records as may reasonably be required from any Provider incident to the treatment, payment and health-care operations for the administration of the Benefits hereunder and the attending Physician's certification as to the Medical Necessity for care or treatment.

## **LEGAL ACTIONS**

No action at law or in equity can be brought under the Group Health Plan until such Participant has exhausted the administrative process (including the exhaustion of all appeals) as described in this booklet. No such action may be brought after the expiration of any applicable period prescribed by law.

## **MEMBERSHIP APPLICATION**

The Corporation will only accept a Membership Application submitted by the Employer on behalf of its Employees. The Corporation will not accept Membership Applications directly from Employees or Dependents.

## **MISSTATEMENT OF AGE**

If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverage or amounts of Benefits, or both, for which the person is covered shall be adjusted in accordance with the covered individual's true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Contributions and Benefits will be adjusted on the contribution due date next following the date of the discovery of such misstatement.

## **NEGLIGENCE OR MALPRACTICE**

PAI and the Plan Sponsor do not practice medicine. Any medical treatment, service or Medical Supplies rendered to or supplied to any Participant by a Provider is rendered or supplied by such Provider and not by PAI or the Plan Sponsor. PAI and the Plan Sponsor are not liable for any improper or negligent act, inaction or act of malfeasance of any Provider in rendering such medical treatment, service, Medical Supplies or medication.

## **NOTICES**

Except as otherwise provided in this Plan of Benefits, any notice under the Group Health Plan may be given by United States mail, postage paid and addressed:

1. To PAI:  
Planned Administrators, Inc.  
Post Office Box 6927  
Columbia, South Carolina 29260
2. To a Participant: To the last known name and address listed for the Employee on the membership application. Participants are responsible for notifying PAI of any name or address changes within thirty-one (31) days of the change.
3. To the Plan Sponsor: To the name and address last given to PAI. The Plan Sponsor is responsible for notifying PAI and Participants of any name or address change within thirty-one (31) days of the change.

## **NO WAIVER OF RIGHTS**

On occasion, PAI (on behalf of the Group Health Plan) or the Plan Sponsor may, at their discretion, choose not to enforce all of the terms and conditions of this Plan of Benefits. Such a decision does not mean the Group Health Plan or the Plan Sponsor waives or gives up any rights under this Plan of Benefits in the future.



## **OTHER INSURANCE**

Each Participant must provide the Group Health Plan (and its designee, including PAI) and the Plan Sponsor with information regarding all other Health Insurance Coverage to which such Participant is entitled.

## **PAYMENT OF CLAIMS**

Except for the Participant's Provider, a Participant is expressly prohibited from assigning any right to payment of Covered Expenses or any payment related to Benefits. The Group Health Plan may pay Covered Expenses directly to the Employee or to the Non-Participating Provider upon receipt of due proof of loss for services provided by a Non-Participating Provider. Where a Participant has received Benefits from a Participating Provider or Contracting Provider, the Group Health Plan will pay Covered Expenses directly to such Participating Provider or Contracting Provider.

## **PHYSICAL EXAMINATION**

The Group Health Plan has the right to examine, at their own expense, a Participant whose injury or sickness is the basis of a claim (whether Pre-Service, Post-Service, Concurrent or Urgent Care). Such physical examination may be made as often as the Group Health Plan (through its designee, including PAI) may reasonably require while such claim for Benefits or request for Preauthorization is pending.

## **PLAN AMENDMENTS**

Upon thirty (30) days prior written notice, the Plan Sponsor may unilaterally amend the Group Health Plan. Increases in the Benefits provided or decreases in the Premium are effective without such prior notice. Notice of an amendment will be effective when addressed to the Plan Sponsor. PAI has no responsibility to provide individual notices to each Participant when an amendment to the Group Health Plan has been made.

## **PLAN IS NOT A CONTRACT**

This Plan of Benefits constitutes the entire Group Health Plan. The Plan of Benefits will not be deemed to constitute a contract of employment or give any employee of the Plan Sponsor the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge or otherwise terminate the employment of any employee.

## **PLAN INTERPRETATION**

The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of Benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan-connected services; however, final authority to construe and apply the provisions of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.

## **REPLACEMENT COVERAGE**

If the Group Health Plan replaced the Plan Sponsor's prior Plan, all eligible persons who were validly covered under that Plan on its termination date will be covered on the Plan of Benefits Effective Date of the Group Health Plan, provided such persons are enrolled for coverage as stated in the Eligibility for Coverage Section.

## **TERMINATION OF PLAN**

The Plan Administrator reserves the right at any time to terminate the Group Health Plan by a written instrument to that effect. All previous contributions by the Plan Administrator shall continue to be issued for the purpose of paying Benefits under the provisions of this Plan of Benefits with respect to claims arising before such termination, or shall be used for the purpose of providing similar health Benefits to covered Employees, until all contributions are exhausted.

**PLAN SPECIFIC INFORMATION**

<b>Names, address and telephone number of the Employer/Plan Sponsor:</b>	Wofford College 429 North Church Street Spartanburg, SC 29303 (864) 597-4230
<b>Employer's federal tax identification number:</b>	EIN 57-0314422
<b>Effective Date of the Plan:</b>	July 1, 2024
<b>Effective Date of Amendment/Reinstatement (if different from 4):</b>	November 1, 2014
<b>Plan Year:</b>	The fiscal records of the Plan are maintained on the basis of the Plan Year, which is each twelve-month period beginning on January 1 <sup>st</sup> and ending on December 31 <sup>st</sup> .
<b>Name, address and telephone number of the Plan Administrator:</b>	Wofford College 429 North Church Street Spartanburg, SC 29303 (864) 597-4230
<b>Plan Name, Number and Type:</b>	Wofford College Group Medical Plan 503 Health care benefit plan
<b>Third-Party Claims Administrator:</b>	Planned Administrators, Inc. ("PAI") PO Box 6927 Columbia, SC 29260 (800) 768-4375
<b>COBRA Administrator:</b>	Wofford College 429 North Church Street Spartanburg, SC 29303 (864) 597-4230
<b>Administration:</b>	The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan connected services; however, final authority to construe and apply the provisions of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.  The Plan Administrator has the right to amend, modify or terminate the Plan or any benefit provided under the Plan at any time.
<b>Service of legal process:</b>	Same as Employer
<b>Funding:</b>	The Plan is funded through contributions by the Employer and/or the Plan Participants.

## DEFINITIONS

**Capitalized terms that are used in this Plan of Benefits shall have the following defined meanings:**

**ACA:** the Affordable Care Act of 2010, as amended.

**Actively at Work:** a permanent, full-time employee who works at least the minimum number of hours per week and the minimum number of weeks per year (each as set forth in the ELIGIBILITY section) and who is not absent from work during the initial enrollment period because of a leave of absence or temporary layoff. An absence during the initial enrollment period due to a Health Status Related Factor will not keep an employee from qualifying for Actively at Work status.

**Admission:** the period of time between a Member's admission as a patient into a Hospital or Skilled Nursing Facility and the time the Member leaves or is discharged.

**Adverse Benefit Determination:** any denial, reduction or termination of, or failure to provide or make (in whole or in part) payment for a claim for Benefits, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in a Group Health Plan, and including a denial, reduction or termination of, or failure to provide or make payment (in whole or in part) for a Benefit that results from the application of any utilization review as well as a failure to cover an item or services for which Benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate. An Adverse Benefit Determination includes any cancellation or discontinuance of coverage that has retroactive effect (whether or not there is an adverse effect on any particular Benefit), except to the extent attributable to a failure to pay any required Premiums or Employee contributions.

**A Rescission of coverage, whether or not the Rescission has an adverse effect on any particular Benefit, also is considered an Adverse Benefit Determination.**

**Allowable Charge:** the amount PAI agrees to pay a Provider as payment in full for a service, procedure, supply or equipment. Additionally:

1. The Allowable Charge shall not exceed the Maximum Payment, unless otherwise required by applicable law;
2. The Allowable Charge for Emergency Services (including air ambulance services) provided by Non-Participating/Non-Contracting Providers, as well as non-Emergency Services provided by Non-Participating/Non-Contracting Providers at Participating/Contracting Hospitals, Hospital outpatient departments, Critical Access Hospitals, or Ambulatory Surgical Centers, will pay in accordance with applicable federal law; and,
3. In addition to the Participant's liability for Benefit Year Deductibles, Copayments and/or Coinsurance, the Participant may be balance billed by the Non-Participating/Non-Contracting Provider for any difference between the Allowable Charge and the Billed Charge, except where prohibited by applicable law.

For covered items and services described in item 2, above, the Allowable Charge will be the Recognized Amount (less any applicable Benefit Year Deductible, Copayment and/or Coinsurance), unless otherwise prescribed under applicable law. If the Provider disputes such Allowable Charge and initiates a 30-day open negotiation and/or independent dispute resolution process in accordance with applicable federal law, PAI will administer such processes.

Notwithstanding anything herein to the contrary, the Participant's responsibility for Benefit Year Deductibles, Copayments and/or Coinsurance for covered items and services provided by Non-Participating/Non-Contracting Providers described in item 2, above, will be calculated as if the item or service was furnished by a Participating/Contracting Provider, and based on the Recognized Amount (which may differ from the Allowable Charge).

**Allowed Amount:** the amount the Plan Sponsor agrees to pay a Participating Provider or Non-Participating Provider as payment in full for a service, procedure, supply or equipment. For a Non-Participating Provider, (i) the Allowed Amount shall not exceed the Maximum Payment and (ii) in addition to the Member's liability for deductibles, Copayments and/or co-insurance, the Participant may be balanced billed by the Non-Participating Provider for any difference between the Allowed Amount and the billed charges.

**Alternate Recipient:** any Child who is recognized under a Medical Child Support Order as having a right to enroll in this Plan of Benefits.

**Ambulatory Surgical Center:** a licensed facility that:

1. Has permanent facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis;
2. Provides treatment by or under the supervision of licensed medical doctors or oral surgeons and provides nursing services when the Participant is in the facility;
3. Does not provide inpatient accommodations; and,
4. Is not, other than incidentally, a facility used as an office or clinic for the private practice of a licensed medical doctor or oral surgeon.

An Ambulatory Surgical Center includes any licensed facility described in section 1833(i)(1)(A) of the Social Security Act.

**Applied Behavioral Analysis (ABA):** behavioral modification to target cognition, language and social skills for Autism Spectrum Disorder.

**Approved Clinical Trial:** means\* a phase I, phase II, phase III, or phase 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:

1. A Federally Funded Trial—the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - a. The National Institutes of Health;
  - b. The Centers for Disease Control and Prevention;
  - c. The Agency for Health Care Research and Quality;
  - d. The Centers for Medicare & Medicaid Services;
  - e. Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs;
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
  - g. Any of the following if the conditions described in paragraph (2) are met:
    1. The Department of Veterans Affairs.
    2. The Department of Defense.
    3. The Department of Energy.
2. A Food and Drug Administration Trial—the study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
3. A Drug Trial for investigating new drug applications—the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

\*Conditions for Departments. The conditions for a study or investigation conducted by a Department referenced above are that the study or investigation has been reviewed and approved through a system of peer review that the Health and Human Services determines:

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

**Authorized Representative:** an individual (including a Provider) whom the Member designates in writing to act on such Member's behalf.

**Behavioral Health Clinician:** a Clinician who renders Mental Health Services and/or Substance Use Disorder Services and is licensed to practice independently.

**Behavioral Health Services:** all Mental Health Services and/or Substance Use Disorder Services performed by a licensed Behavioral Health Clinician.

**Benefit Year:** the period of time set forth on the Schedule of Benefits. The initial Benefit Year may be more or less than twelve (12) months.

**Benefit Year Deductible:** the amount, if any, listed on the Schedule of Benefits that must be paid by the Participant each Benefit Year before the Group Health Plan will pay Covered Expenses. The Benefit Year Deductible is subtracted from the Allowed Amount before Coinsurance is calculated. Participants must refer to the Schedule of Benefits to determine if the Benefit Year Deductible applies to the Out-of-Pocket Maximum.

**Benefits:** medical services or Medical Supplies that are:

1. Medically Necessary;
2. Preauthorized (when required under this Plan of Benefits or the Schedule of Benefits);
3. Included in this Plan of Benefits;
4. Not limited or excluded under the terms of this Plan of Benefits.

**Brand Name Drug:** a Prescription Drug that is manufactured under a registered trade name or trademark.

**Child:** An Employee's child, whether a natural child, adopted child, foster child, stepchild, or child for whom an Employee has custody or legal guardianship. The term "Child" also includes an Incapacitated Child, or a child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Group Health Plan. The term "Child" does not include the spouse of an eligible child.

**Coinsurance:** the sharing of Covered Expenses between the Participant and the Group Health Plan. After the Participant's Benefit Year Deductible requirement is met, the Group Health Plan will pay the percentage of Allowed Amounts as set forth on the Schedule of Benefits. The Participant is responsible for the remaining percentage of the Allowed Amount. Coinsurance is calculated after any applicable Benefit Year Deductible or Copay is subtracted from the Allowed Amount based upon the network charge or lesser charge of the Provider.

For Prescription Drug Benefits, Coinsurance means the amount payable by the Participant calculated by multiplying the percentage listed on the Schedule of Benefits and the negotiated pharmacy price for that item at the time of the sale

**Companion Benefit Alternatives (CBA):** a separate company that is responsible for managing Behavioral Healthcare Services (including Preauthorization) on behalf of BlueCross.

**Concurrent Care Claim:** an ongoing course of treatment to be provided over a period of time or number of treatments.

**Continuation of Care:** the payment of Participating Provider level of Benefits for services rendered by certain Non-Participating Providers for a definite period of time in order to ensure continuity of care for covered Participants for a Serious Medical Condition.

**Continued Stay Review:** the review that must be obtained by a Participant (or the Participant's representative) regarding an extension of an Admission to determine if an Admission for longer than the time that was originally Preauthorized is Medically Necessary (when required).

**Continuing Care Patient:** a Participant who, with respect to a Provider or facility, is either:

1. Undergoing a course of treatment for a serious and complex condition from the Provider or facility;
2. Undergoing a course of institutional or inpatient care from the Provider or facility;
3. Scheduled to undergo non-elective surgery from the Provider or facility, including receipt of postoperative care;
4. Pregnant and undergoing a course of treatment for the pregnancy from the Provider or facility; or,
5. Receiving treatment for a terminal illness from the Provider or facility.

For this purpose, a serious and complex condition means a condition that, in the case of an acute illness, is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm, or in the case of a chronic illness or condition, is life-threatening, degenerative, potentially disability, or congenital and requires specialized medical care over a prolonged period of time.

**Copayment:** the amount, if any, specified on the Schedule of Benefits that the Participant must pay directly to the Provider each time the Participant receives Benefits.

**Covered Expenses:** the amount payable by the Group Health Plan for Benefits. The amount of Covered Expenses payable for Benefits is determined as set forth in this Plan of Benefits and at the percentages set forth in the Schedule of Benefits. Covered Expenses are subject to the limitations and requirements set forth in the Plan of Benefits and on the Schedule of Benefits. Covered Expenses will not exceed the Allowed Amount.

**Credit(s):** financial credits (including rebates and/or other amounts) to Group Health Plan and/or PAI directly from drug manufacturers or other Providers through a Pharmacy Benefit Manager (PBM). Credits are used to help stabilize overall rates and to offset expenses and may not be payable to Participants.

Reimbursements to a Participating Pharmacy, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance that a Participant must pay for Prescription Drugs is based on the Allowed Amount at the Pharmacy and does not change due to receipt of any Credit received by Group Health Plan and/or PAI. Copays are not affected by any Credit.

**Critical Access Hospital:** a facility that is designated by the state in which it is located, and certified by the United States Department of Health and Human Services, as a critical access hospital.

**Custodial Care:** non-skilled services that are primarily for the purpose of assisting an individual with daily living activities or personal needs (e.g., bathing, dressing and/or eating) which is not specific therapy for any illness or injury.

**Dependent:** an individual who is:

1. An Employee's spouse which is any individual who is legally married under any state law;
2. A Child under the age set forth in the Eligibility for Coverage section;
3. An Incapacitated Child.
4. A domestic partner.

**Detoxification:** a Hospital service providing treatment to diminish or remove from a Patient's body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical-dependent person.

**Discount Services:** services (including discounts on services) that are not Benefits but may be offered to Participants from time to time as a result of being a Participant.

**Durable Medical Equipment:** equipment that:

1. Can stand repeated use;
2. Is Medically Necessary;
3. Is customarily used for the treatment of a Participant's illness, injury, disease or disorder;
4. Is appropriate for use in the home;
5. Is not useful to a Participant in the absence of illness or injury;
6. Does not include appliances that are provided solely for the Participant's comfort or convenience;
7. Is a standard, non-luxury item (as determined by the Group Health Plan);
8. Is ordered by a medical doctor, oral surgeon, podiatrist or osteopath.

Prosthetic Devices, Orthopedic Devices and Orthotic Devices are considered Durable Medical Equipment. Items such as air conditioners, dehumidifiers, whirlpool baths, and other equipment that have nontherapeutic uses are not considered Durable Medical Equipment.

**Emergency Admission Review:** the review that must be obtained by a Participant (or the Participant's Authorized representative) within twenty-four (24) hours after, or if later, by the end of the first business day after the commencement of an Admission to a Hospital resulting from an Emergency Medical Condition.

**Emergency Medical Condition:** a medical condition, including a mental health condition or Substance Use Disorder, manifesting itself by acute symptoms of sufficient severity, including 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:

1. Placing the health of the Participant, or with respect to a pregnant Participant, the health of the Participant or the Participant's unborn child, in serious jeopardy;
2. Serious impairment to bodily functions; or,
3. Serious dysfunction of any bodily organ or part.

**Emergency Services:** an appropriate medical screening examination, services, supplies and treatment for stabilization, evaluation and/or initial treatment of an Emergency Medical Condition when provided on an outpatient basis at a Hospital emergency room or department or an independent freestanding emergency department, as well as post-stabilization services provided as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the Emergency Services are furnished.

**Employee:** any employee of the Employer (also known as Plan Sponsor) who is eligible for coverage as provided in the eligibility section of this Plan of Benefits, and who is so designated to PAI by the Employer (also known as Plan Sponsor).

**Employer:** the entity providing this Plan of Benefits, also known as Plan Sponsor.

**Employer Effective Date:** the date PAI begins to provide services under this Plan of Benefits, also known as Plan Sponsor Effective Date.

**Enrollment Date:** the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

**Experimental or Investigational:** surgical procedures or medical procedures, supplies, devices or drugs that, at the time provided, or sought to be provided, are in the judgment of PAI not recognized as conforming to generally accepted medical practice, or the procedure, drug or device:

1. Has not received required final approval to market from appropriate government bodies;
2. Is one about which the peer-reviewed medical literature does not permit conclusions concerning its effect on health outcomes;
3. Is not demonstrated to be as beneficial as established alternatives;
4. Has not been demonstrated to improve net health outcomes;
5. Is one in which the improvement claimed is not demonstrated to be obtainable outside the experimental or investigational setting.

**Excepted Benefits:**

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

If offered separately:

1. Limited scope dental or vision benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
3. Such other similar, limited benefits as specified in regulations.

If offered as independent, non-coordinated benefits:

1. Coverage only for a specified disease or illness;
2. Hospital indemnity or other fixed indemnity insurance.

If offered as a separate insurance policy:

1. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);
2. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
3. Similar supplemental coverage under a group health Plan.

**Generic Drug:** a Prescription Drug that has a chemical structure that is identical to and has the same bioequivalence as a Brand Name Drug but is not manufactured under a registered brand name or trademark or sold under a brand name. The Pharmacy Benefit Manager has the discretion to determine if a Prescription Drug is a Generic Drug.

**Genetic Information:** information about genes, gene products (messenger RNA and transplanted protein) or genetic characteristics derived from a Participant or family member of the Participant. Genetic Information includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, Genetic Information shall not include routine physical measurements, chemical, blood, and urine analyses



unless conducted to diagnose a genetic characteristic; tests for abuse of drugs; tests for the presence of human immunodeficiency virus.

**Grace Period:** a period of time as determined by the Plan Sponsor that allows for the Participant to pay any Premium due.

**Group Health Plan:** an employee welfare benefit plan adopted by the Plan Sponsor to the extent that such Plan provides health benefits to employees or their dependents, as defined under the terms of such Group Health Plan, directly or through insurance, reimbursement or otherwise. This Plan of Benefits is a Group Health Plan.

**Health Insurance Coverage:** benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any Hospital or medical service policy or certificate, Hospital or medical service Plan contract, or health maintenance organization contract offered by a health insurance issuer. Health Insurance Coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

**Health Status Related Factor:** information about a Participant's health, including health status, medical conditions (including both physical and mental illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability (including conditions arising out of acts of domestic violence), or disability.

**HIPAA:** the Health Insurance Portability and Accountability Act of 1996, as amended.

**Home Health Agency:** an agency or organization licensed by the appropriate state regulatory agency to provide Home Health Care.

**Home Health Care:** part-time or intermittent nursing care, health aide services, or physical, occupational, or speech therapy provided or supervised by a Home Health Agency and provided to a homebound Participant in such Participant's private residence.

**Hospice Care:** care for terminally ill patients under the supervision of a Physician, and is provided by an agency that is licensed or certified as a hospice or hospice care agency by the appropriate state regulatory agency.

**Hospital:** a short-term, acute-care facility licensed as a hospital by the state in which it operates. A Hospital is engaged primarily in providing medical, surgical, or acute behavioral health diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of licensed Physicians, and continuous twenty-four (24) hour-a-day services by licensed, registered, graduate nurses physically present and on duty. The term Hospital does not include Long Term Acute Care Hospitals, chronic care institutions or facilities that principally provide custodial, rehabilitative or long-term care, whether or not such institutions or facilities are affiliated with or are part of a Hospital. A Hospital may participate in a teaching program. This means medical students, interns, or residents participating in a teaching program may treat Participants.

**Identification Card:** the card issued by PAI to a Participant that contains the Participant's identification number.

**Incapacitated Dependent:** A covered Dependent Child who reaches the limiting age and is Totally Disabled, incapable of financial self-sufficiency by reason of mental or physical handicap and primarily Dependent upon the covered Employee for at least fifty-one (51) percent of the Child's support and maintenance. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the Child's Total Disability and dependency.

**Independent Review Organization:** An external review organization approved by the South Carolina Department of Insurance and accredited by a nationally recognized private accrediting organization, and not affiliated with the health carrier.

**Late Enrollee:** an Employee who enrolls under this Group Health Plan other than during:

1. The first period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days;

2. A Special Enrollment period (as set forth in the Eligibility for Coverage section).

**Legal Intoxication/Legally Intoxicated:** the Member's blood alcohol level was at or in excess of the amount established under applicable state law to create a presumption and/or inference that the Member was under the influence of alcohol when measured by law enforcement or medical personnel.

**Life-Threatening Condition:** means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Mail Service/Home Delivery Pharmacy:** a Pharmacy maintained by the Pharmacy Benefit Manager that fills prescriptions and sends Prescription Drugs by mail.

**Maternity Management Program:** the voluntary program offered by the Group Health Plan to Participants who are pregnant.

**Maximum Payment:** the maximum amount the Group Health Plan will pay (as determined by PAI) for a particular Benefit. The Maximum Payment will not be affected by any credit. The Maximum Payment will be one of the following as determined by PAI in its discretion, subject to any different amount that may be required under applicable law:

1. The actual charge submitted to PAI for the service, procedure, supply or equipment by a Provider;
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist;
3. An amount that has been agreed upon in writing by a Provider and PAI;
4. An amount established by PAI, based upon factors including, but not limited to:
  - a. Governmental reimbursement rates applicable to the service, procedure, supply or equipment; or,
  - b. Reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved; geographic location and circumstances giving rise to the need for the service, procedure, supply or equipment; or,
5. The lowest amount of reimbursement PAI allows for the same or similar service, procedure, supply or equipment when provided by a Participating/Contracting Provider.

In addition, the Maximum Payment for Emergency Services or Air Ambulance Services by a Non-Participating/Non-Contracting Provider, or Non-Emergency Services by a Non-Participating/Non-Contracting Provider at a Participating/Contracting Hospital, Hospital outpatient department, Critical Access Hospital, or Ambulatory Surgical Center, will be the Recognized Amount, unless a different Maximum Payment amount is permitted or required under applicable law.

**Medical Child Support Order:** any judgment, decree or order (including an approved settlement agreement) issued by a court of competent jurisdiction or a national medical support notice issued by the applicable state agency that:

1. Provides child support with respect to a child or provides for health benefit coverage to a child, is made pursuant to a state domestic relations law (including a community property law), and relates to the Plan of Benefits;
2. Enforces a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health Plan.
3. A Medical Child Support Order must clearly specify:
  - a. The name and the last known mailing address (if any) of each participant employee and the name and mailing address of each alternate recipient covered by the order;
  - b. A reasonable description of the type of coverage to be provided by the group health Plan to each such alternate recipient or the manner in which such type of coverage is to be determined;

- c. The period to which such order applies;
  - d. Each group health Plan to which such order applies.
4. If the Medical Child Support Order is a national medical support notice, the order must also include:
    - a. The name of the issuing agency;
    - b. The name and mailing address of an official or agency that has been substituted for the mailing address of any alternate recipient;
    - c. The identification of the underlying Medical Child Support Order.
  5. A Medical Child Support Order meets the requirement of this definition only if such order does not require a group health Plan to provide any type or form of the requirements of a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section of 13822 of the Omnibus Budget Reconciliation Act of 1993).

**Medically Necessary/Medical Necessity:** 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:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s illness, injury or disease;
3. Not primarily for the convenience of the patient, patient’s caregiver(s) or Provider, and
4. 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.

All requirements of the above-referenced definition must be met in order for a health care service or Behavioral Health Service to be deemed Medically Necessary. The failure of a health care service or Behavioral Health Service to meet any one of the above referenced requirements means, in the discretion of the Corporation or CBA, the health care service or Behavioral Health Service does not meet the definition of Medically Necessary.

For the purposes of determining Medical Necessity:

1. The Corporation and CBA have the discretion to utilize and rely upon any medical and behavioral health (which includes substance use and mental health) standards, policies, guidelines, criteria, protocols, manuals, publications, studies or literature (herein collectively referred to as “criteria”), whether developed by them or others, which, in their discretion, are determined to be generally accepted standards by the medical and/or behavioral health community;
2. "Generally accepted standards of medical or behavioral health practice" means United States standards that are based on credible scientific evidence published in peer-reviewed medical and/or behavioral health literature generally recognized by the relevant United States medical or behavioral health community, physician or behavioral health specialty society recommendations, and/or any other factors deemed relevant in the discretion of the Corporation or CBA; and,

The Corporation and CBA may, in their discretion, use the following materials, including but not limited to, Corporate Administrative Medical (“CAM”) Policies, Technology Evaluation Center (“TEC”) Assessments, Behavioral Health Care Utilization Management Criteria and/or any Care Guidelines or criteria by MCG Health, LLC, its affiliated companies, or other entities generally recognized as providing industry guidance and expertise, which reflect clinically appropriate health care services and Behavioral Health Services and generally accepted standards of medical and behavioral health practice. MCG Health, LLC, its affiliated companies and/or other entities are independent companies that develop evidence based guidelines and criteria for medical, behavioral health and insurance industries to interpret clinical determinations and determine the Medical Necessity and appropriateness of requested services, procedures, devices and supplies.

**Medical Supplies:** supplies that are:

1. Medically Necessary;
2. Prescribed by a Physician acting within the scope of his or her license (or are provided to a Participant in a Physician's office);
3. Are not available on an over-the-counter basis (unless such supplies are provided to a Participant in a Provider's office and should not (in PAI's discretion) be included as part of the treatment received by the Participant);
4. Are not prescribed in connection with any treatment or benefit that is excluded under this Plan of Benefits.

**Mental Health Services:** treatment (except Substance Use Disorder Services) for a condition that is defined, described or classified as a psychiatric disorder or condition in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and is not otherwise excluded by the terms and conditions of this Plan of Benefits.

**Midwife:** a person who is certified or licensed to assist women in the act of childbirth.

**Milieu Therapy:** type of treatment in which the patient's social environment is manipulated for his/her benefit.

**Natural Teeth:** teeth that:

1. Are free of active or chronic clinical decay;
2. Have at least 50% bony support;
3. Are functional in the arch; and,
4. Have not been excessively weakened by multiple dental procedures; or,
5. Teeth that have been treated for one (1) or more of the conditions referenced in 1-4 above and, as a result of such treatment, have been restored to normal function.

**Non-Participating Provider:** any Provider who does not have a current, valid Provider Agreement.

**Non-Preferred Brand Name Drug:** a Prescription Drug that bears a recognized brand name of a particular manufacturer but does not appear on the list of Preferred Brand Name Drugs and has not been chosen by PAI or its designated Pharmacy Benefit Manager to be a Preferred Brand Name Drug, including any Brand Name Drug with an "A" rated Generic Drug available.

**Orthopedic Device:** any rigid or semi-rigid leg, arm, back or neck brace and casting materials that are used directly for the purpose of supporting a weak or deformed body member or restricting or eliminating motion in a diseased or injured part of the body.

**Orthotic Device:** any device used to mechanically assist, restrict, or control function of a moving part of the Participant's body.

**Out-of-Pocket Maximum:** the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses incurred during a Benefit Year that a Participant will be required to pay. The Out-of-Pocket Maximum is Coinsurance payable by the Participant. Copays and Benefit Year Deductibles may not apply toward the Out-of-Pocket Maximum (as set forth on the Schedule of Benefits).

**Over-the-Counter Drug:** a drug that does not require a prescription.

**Participant:** an Employee or Dependent who has enrolled (and qualifies for coverage) under this Plan of Benefits. A Participant may also include individuals who meet the criteria under the "other eligible group classifications" as defined in the Eligibility section of this document.

**Participant Effective Date:** the date on which a Participant is covered for Benefits under the terms of this Plan of Benefits.

**Participating Provider:** a Physician, Hospital or other Provider who has a Provider Agreement with one of the networks used by this Plan of Benefits and who has agreed to provide Benefits to a Participant and submit claims to PAI and to accept the Allowed Amount as payment in full for Benefits. The participating status of a Provider may change.

**Pharmacy:** a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

**Physician:** a person who is:

1. Not an:
  - a. Intern;
  - b. Resident;
  - c. In-house physician;
2. Duly licensed by the appropriate state regulatory agency as a:
  - a. Medical doctor;
  - b. Oral surgeon;
  - c. Osteopath;
  - d. Podiatrist;
  - e. Chiropractor;
  - f. Optometrist;
  - g. Psychologist with a doctoral degree in psychology;
3. Legally entitled to practice within the scope of his or her license;
4. Customarily bills for his or her services.

**Physician Services:** the following services, performed by a Physician within the scope of his or her license, training and specialty and within the scope of generally acceptable medical standards as determined by PAI:

1. Office visits, which are for the purpose of seeking or receiving care for an illness or injury;
2. Basic diagnostic services and machine tests;
3. Physician Services includes the following services when performed by a medical doctor, osteopath, podiatrist or oral surgeon, but specifically excluding such services when performed by a chiropractor, optometrist, or licensed psychologist with a doctoral degree:
  - a. Benefits rendered to a Participant in a Hospital or Skilled Nursing Facility;
  - b. Benefits rendered in a Participant's home;
  - c. Surgical Services;
  - d. Anesthesia services, including the administration of general or spinal block anesthesia;
  - e. Radiological examinations;
  - f. Laboratory tests;
  - g. Maternity services, including consultation, prenatal care, conditions directly related to pregnancy, delivery and postpartum care, and delivery of one or more infants. Physician Services also include maternity services performed by certified nurse midwives.

**Plan:** any program that provides benefits or services for medical or dental care or treatment including:

1. Individual or group coverage, whether insured or self-insured. This includes, but is not limited to, prepayment, group practice or individual practice coverage;
2. Coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage is a separate Plan for purposes of this Plan of Benefits. If a Plan has two (2) or more parts and the coordination of benefits rules apply only to one (1) of the parts, each part is considered a separate Plan.

**Plan Administrator:** the entity charged with the administration of the Plan of Benefits. The Plan Sponsor is the Plan Administrator of this Plan of Benefits.

**Plan of Benefits:** This Plan of Benefits including, the membership application, the Schedule of Benefits, and all endorsements, amendments, riders or addendums.

**Plan of Benefits Effective Date:** 12:01 a.m. EST on the date listed on the Schedule of Benefits.

**Plan Sponsor:** also known as the Employer.

**Post-Service Claim:** any claim that is not a Pre-Service Claim.

**Preadmission Review:** the review that must be obtained by a Participant (or the Participant's Authorized Representative) prior to all Admissions that are not related to an Emergency Medical Condition.

**Preauthorized/Preauthorization:** the approval of Benefits based on Medical Necessity prior to the rendering of such Benefits to a Participant. Preauthorization means only that the Benefit is Medically Necessary. Preauthorization is not a guarantee of payment or a verification that Benefits will be paid or are available to the Participant. Notwithstanding Preauthorization, payment for Benefits is subject to a Participant's eligibility and all other limitations and exclusions contained in this Plan of Benefits. A Participant's entitlement to Benefits is not determined until the Participant's claim is processed.

**Preferred Brand Drug:** a Prescription Drug that bears a recognized brand name of a particular manufacturer and appears on the list of Preferred Brand Drugs.

**Preferred Brand Name Drug:** a Prescription Drug that has been reviewed for cost effectiveness, clinical efficacy and quality that is preferred by the Pharmacy Benefit Manager for dispensing to Participants. Preferred Brand Name Drugs are subject to periodic review and modification by PAI, or its designated Pharmacy Benefit Manager, and include Brand Name Drugs and Generic Drugs.

**Premium:** the monthly amount paid to the Plan Sponsor by the Participant for coverage under this Plan of Benefits. Payment of Premiums by the Participant constitutes acceptance by the Participant of the terms of this Plan of Benefits.

**Prescription Drugs:** a drug or medicine that is:

1. Required to be labeled that it has been approved by the Food and Drug Administration;
2. Bears the legend "Caution: Federal Law prohibits dispensing without a prescription" or "Rx Only" prior to being dispensed or delivered, or labeled in a similar manner;
3. Insulin.

Additionally, to qualify as a Prescription Drug, the drug must:

1. Be ordered by a medical doctor or oral surgeon as a prescription;
2. Not be entirely consumed at the time and place where the prescription is dispensed;
3. Be purchased for use outside a Hospital.

Prescription Drugs also include the following, which otherwise may not meet the definition of Prescription Drugs:

1. DESI drugs – These drugs are determined by the FDA (Food and Drug Administration) as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the medications’ uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today’s marketplace.
2. Controlled substance 5 (CV) OTC’s are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medications as OTC. However, depending on certain state Pharmacy laws, the medications may be considered prescription medications and are, therefore, all covered.
3. Single entity vitamins – These vitamins have indications in addition to their use as nutritional supplements. For this reason, Plan supervisor recommends covering these medications. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system; vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage; folic acid for the treatment of megaloblastic and macrocytic anemias.

**Prescription Drug Copayment:** the amount payable, if any, set forth on the Schedule of Benefits, by the Participant for each Prescription Drug filled or refilled. This amount will not be applied to the Benefit Year Deductible or the Out-of-Pocket Maximum.

**Pre-Service Claim:** any claim or request for a Benefit where prior authorization or approval must be obtained from Blue Cross Medical Review Department before receiving the medical care, service or supply.

**Primary Plan:** a Plan whose benefits must be determined without taking into consideration the existence of another Plan.

**Private Duty Nursing (PDN):** hourly or shift skilled nursing care provided in a patient’s home. PDN provides more individual and continuous skilled care than can be provided in a skilled nurse visit through a Home Health Agency. The intent of PDN is to assist the patient with complex direct skilled nursing care, to develop caregiver competencies through training and education and to optimize patient health status and outcomes. The frequency and duration of PDN services is intermittent and temporary in nature and is not intended to be provided on a permanent ongoing basis. PDN is not long-term care.

**Probationary Period:** the period of continuous employment (if included on the Schedule of Benefits) with the Employer that an Employee must complete before becoming eligible to enroll in the Plan of Benefits. The Employer may require an additional orientation period.

**Protected Health Information (PHI):** Protected Health Information as that term is defined under HIPAA.

**Prosthetic Device:** any device that replaces all or part of a missing body organ or body member, except a wig, hairpiece or any other artificial substitute for scalp hair.

**Provider:** any person or entity licensed by the appropriate state regulatory agency and legally engaged within the scope of such person or entity’s license in the practice of any of the following:

- |                         |                        |
|-------------------------|------------------------|
| ◆ Medicine              | ◆ Physical Therapy     |
| ◆ Dentistry             | ◆ Behavioral Health    |
| ◆ Optometry             | ◆ Oral Surgery         |
| ◆ Podiatry              | ◆ Speech Therapy       |
| ◆ Chiropractic Services | ◆ Occupational Therapy |

The term Provider also includes a Hospital; a Rehabilitation Facility; a Skilled Nursing Facility; a physician assistant; nurses practicing in expanded roles (such as pediatric nurse practitioners, family practice nurse practitioners and certified nurse midwives) when supervised by a licensed medical doctor or oral surgeon; and Behavioral Health Services when performed by a Behavioral Health Clinician, licensed professional counselor, masters level licensed social worker, licensed marriage and family therapist or other licensed Behavioral Health Clinician approved by the Corporation. The term Provider does not include interns, residents, physical trainers, lay midwives or masseuses.

**Provider Agreement:** an agreement between PAI (or another BCBS licensee) and a Provider under which the Provider has agreed to accept the Corporation's allowance (as set forth in the Provider Agreement) as payment in full for Benefits (subject to the Member liability amounts) and other mutually acceptable terms and conditions.

**Qualified Individual:** means an individual who is a Participant in a health Plan who meets the following conditions:

1. The individual 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;
2. Is either:
  - a. Referred by a participating health care provider and has concluded that the individual's participation in such trial would be appropriate;
  - b. The Participant provides medical and scientific information establishing that their participation in the trial would be appropriate.

**Qualified Medical Child Support Order (QMCSO):** a Medical Child Support Order that:

1. Creates or recognizes the existence of an Alternate Recipient's right to enroll under this Plan of Benefits;
2. Assigns to an Alternate Recipient the right to enroll under this Plan of Benefits.

**Participants and beneficiaries may obtain a copy of the procedures from the Plan Administrator.**

**Qualifying Event:** for continuation of coverage purposes, a Qualifying Event is any one of the following:

1. Termination of the Employee's employment (other than for gross misconduct) or reduction of hours worked that renders the Employee no longer Actively at Work and therefore ineligible for coverage under the Plan of Benefits;
2. Death of the Employee;
3. Divorce or legal separation of the Employee from his or her spouse;
4. A Child ceasing to qualify as a Dependent under this Plan of Benefits.
5. Entitlement to Medicare by an Employee, or by a parent of a Child;
6. A proceeding under in bankruptcy under Title 11 of the United States Code with respect to an Employer from whose employment an Employee retired at any time.

**Quantity Management Program:** limits that restrict the quantity of Prescription Drugs that are covered under a Participant's Plan within a certain time frame. The limits established for these drugs are based on FDA and manufacturer dosing guidelines, medical literature, safety, accepted medical practice, appropriate use and benefit design. The limits, which are designed to promote the safe use of medications, affect only the amount of medication your Plan covers.

**Recognized Amount:** the lesser of the Non-Participating/Non-Contracting Provider's Billed Charges or PAI's median contracted rate for Participating/Contracting Providers for the same or similar item or service furnished in the same or similar specialty in the same geographic region; provided that, except in connection with air ambulance services, if there is a recognized amount specified for this purpose under an applicable All-Payer Model Agreement under Section 1115A of the Social Security Act, or if not, under applicable state law, then such amount, as applicable, will instead serve as the Recognized Amount.

**Rehabilitation Facility:** licensed facility operated for the purpose of assisting Members with neurological or other physical injuries to recover as much restoration of function as possible.

**Rescission:** a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage is not a Rescission if the cancellation or discontinuance of coverage:

1. Has only a prospective effect;
2. Is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage.



A Rescission retroactively canceling coverage is permitted if an individual performs an act, practice or omission that constitutes fraud or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan or coverage.

**Residential Treatment Center (RTC):** a licensed institution, other than a Hospital, which meets all six (6) of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients, and
2. Has the services of a Psychiatrist (Addictionologist, when applicable) or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once per week and PRN as indicated; and
3. Has physician or RN on full-time duty who is in charge of patient care along with one (1) or more RNs or LPNs on duty at all times (twenty-four (24) hours per day, and seven (7) days per week; and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat behavioral health disorders and is not a group or boarding home, boarding or therapeutic school, half-way house, sober living residence, wilderness camp or any other facility that provides Custodial Care; and
6. Is operating lawfully as a residential treatment center in the area where it is located.

**Routine Participant Costs:** include all items and services consistent with what is typically covered by the Plan for a Qualified Individual who is not enrolled in a clinical trial. This DOES NOT include services that are considered:

1. The investigational item, device, or service, itself;
2. Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Participant;
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Schedule of Benefits:** the pages of this Plan of Benefits so titled, which specify the coverage provided and the applicable Copayments, Coinsurance, Benefit Year Deductibles, Out-of-Pocket Maximums and Benefit limitations.

**Second Surgical Opinion:** the medical opinion of a board-certified surgeon regarding an elective surgical procedure. The opinion must be based on the surgeon's examination of the patient. The examination must be performed after another licensed medical doctor has proposed to perform surgery, but before the surgery is performed. The second licensed medical doctor must not be associated with the primary licensed medical doctor.

**Secondary Plan:** the plan that is not a Primary Plan and has secondary responsibility for paying a Participant's claim as determined through the coordination of benefits provisions of this Plan of Benefits.

**Serious Medical Condition:** a health condition or illness that requires medical attention and for which failure to provide the current course of treatment through the current Provider would place the Participant's health in serious jeopardy. This includes cancer, acute myocardial infarction and pregnancy.

**Skilled Nursing Facility:** A licensed institution and accredited, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time facilities for bed care of resident patients; and
2. Has the services of a Physician available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PRN as indicated; and
3. Has a physician or RN on full-time duty who is in charge of patient care, along with one (1) or more RNs or LPNs on duty at all times (twenty-four (24) hours a day; seven (7) days a week); and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing continuous skilled nursing care for sick or injured patients during the recovery stage of their illnesses or injuries and isn't, other than incidentally, a rest home or a home for Custodial Care for the aged; and
6. Is operating lawfully as a skilled nursing facility in the area where it is located.

**Special Enrollment:** the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Plan of Benefits may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility For Coverage section of this Plan of Benefits.

**Specialist:** a licensed medical doctor who specializes in a particular branch of medicine.

**Specialty Drugs:** Prescription Drugs that treat a complex clinical condition and/or require special handling such as refrigeration. They generally require complex clinical monitoring, training and expertise. Specialty Drugs include, but are not limited to, infusible Specialty Drugs for chronic diseases, injectable and self-injectable drugs for acute and chronic diseases, and specialty oral drugs. Specialty Drugs are used to treat acute and chronic disease states (e.g. growth deficiencies, hemophilia, multiple sclerosis, rheumatoid arthritis, Gaucher's Disease, hepatitis, cancer, organ transplantation, Alpha 1-antitrypsin disease and immune deficiencies).

**Step Therapy:** a program that requires a Participant to use lower-cost medications that are used to treat the same condition before obtaining higher-cost medications.

**Substance Use Disorder:** the continued use, abuse and/or dependence on legal or illegal substance(s), despite significant consequences or marked problems associated with the use (as defined, described or classified in the most current version of *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association).

**Substance Use Services:** services or treatment relating to Substance Use.

**Surgical Services:** an operative or cutting procedure, including the usual, necessary and related pre-operative and post-operative care when performed by a licensed medical doctor.

**Totally Disabled/Total Disability:** the Participant is able to perform none of the usual and customary duties of such Participant's occupation. With respect to a Participant who is a Dependent, the terms refer to disability to the extent that such Participant can perform none of the usual and customary duties or activities of a person in good health of the same age. The Participant must provide a licensed medical doctor's statement of disability upon periodic request by the Group Health Plan.

**Transplant:** The transfer of organs or tissues, including bone marrow, stem cells and cord blood, from human to human. Transplants are covered only at facilities approved by PAI in writing and include only those procedures that otherwise are not excluded by this Plan of Benefits. Preauthorization is required. Transplant Physician Charges are subject to the Benefit Year Deductible.

**Transplant Benefit Period:** the period of time that for Transplant of:

1. an organ, the period that begins one day prior to the Admission date for Transplant and continues for a 12-month period. Anti-rejection drugs are not subject to the Transplant Benefit Period;
2. bone marrow, the period that begins one day prior to the date marrow ablative therapy begins, or one day prior to the day the preparative regimen for non-myeloablative Transplant begins and continues for a twelve (12) month period. Mobilization therapy and stem-cell harvest are also included. Anti-rejection drugs are not subject to the Transplant Benefit Period.

**Urgent Care:** treatment required in order to treat an unexpected illness or injury that is life-threatening and required in order to prevent a significant deterioration of the Participant's health if treatment were delayed.

**Urgent Care Claim:** any claim for medical care or treatment where making a determination under other than normal time frames could seriously jeopardize the Participant's life or health or the Participant's ability to regain maximum function; in the opinion of a medical doctor or oral surgeon with knowledge of the Participant's medical condition, would subject the Participant to severe pain that could not be managed adequately without the care or treatment that is the subject of the claim.

**Waiting Period:** a period of continuous employment with the Plan Sponsor that an Employee must complete before becoming eligible to enroll in the Plan of Benefits.

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**Wofford College**  
**Employee Medical Plan**  
Effective Date: July 1, 2024

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*Employer hereby amends and restates by this Plan Document an employee welfare benefit plan. It is intended that this Plan Document will serve to describe the nature, funding and benefits of the Plan. It is also intended that this Plan Document shall conform to the requirements found in the Employee Retirement Income Security Act of 1974 (ERISA), as amended from time to time, as the act applies to employee welfare benefit plans. If any portion of the Plan Document, now or in the future, conflicts with ERISA or Federal regulations, such regulations will govern.*

Courtney Dobbins  
By

Director of Human Resources  
Title

Courtney Dobbins  
Typed/Printed Name

6/26/24  
Date

Kent S. Bane  
Witness

Wofford College  
Plan Sponsor  
WoffordCollegePD2024

