

Summary Plan Description & Benefits Handbook

for

FRIENDS MUTUAL HEALTH GROUP PLAN

\$1500 Deductible Plan

(Foxdale Village)

25245-04

Revised January 1, 2025

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Attachments

ACA Employer Eligibility Policy
Highmark Benefits Handbook
Outpatient Prescription Drug Rider

Introduction

This summary plan description describes the medical benefits provided by the Friends Mutual Health Group Plan for eligible employees of member organizations and their qualified dependents. The summary plan description will tell you how you can be covered by the plan, how to file a claim, and other important information about how the plan works. Please read it carefully.

If you have questions about the plan or about points in the plan that aren't covered in the summary plan description, please talk to the Plan representative.

Claims for the plan will be handled by a claims administrator who is trained in the benefits offered by the plan. The claim administrator's name, address, and phone number are:

Highmark Blue Shield (Highmark)
P.O. Box 1210
Pittsburgh, PA 15230-1210
(800) 226-2239

Attached is the Highmark Benefit Booklet which provides information regarding your health care program and member benefits.

Pharmacies are not part of the national BlueCard PPO network. Outpatient Prescription Drugs are provided by Express Scripts. The attached Outpatient Prescription Drug Rider provides benefit information, and guidelines when purchasing outpatient prescription drugs. **If you have questions about your outpatient prescription drug coverage, please contact Express Scripts at (800) 818-9787.**

Key Plan Information

Name of the Plan:

Friends Mutual Health Group Plan

Type of Benefit Plan:

Group Health Plan

Member Organization:

Foxdale Village
500 E. Marylyn Avenue
State College, PA 16801
(814) 272-2118

EIN:

20-5892892

Plan Representative:

Mary Jane Schreffler

Plan Sponsor and Plan Administrator:

Friends Mutual Health Group
960 E. Main Street
Mount Joy, PA 17552
(877) 318-7319

Type of Plan Administrator:

Contract Administrator

Agent for Service of Legal Process:

Plan Administrator

Claims Administrator:

Highmark Blue Shield
P.O. Box 1210
Pittsburgh, PA 15230-1210
(800) 226-2239

Plan Agent:

Everence Insurance Company
P.O. Box 483
Goshen, IN 46527
(574) 533-9511 or (800) 348-7468

Plan Number:

501

Plan Year:

Jan. 1 – Dec. 31

Plan Effective Date:

March 1, 2007

Plan Revision Date:

Jan. 1, 2025

Privacy officers under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA):

The following employees, or classes of employees, or other persons under control of the Plan Sponsor, shall be given access to the protected health information (PHI) to be disclosed:

The plan administrator shall only allow Members of the FMHG Board of Directors to have access to PHI. No other employees or individuals shall have access to PHI.

Employer Requirements

Member organization	Foxdale Village
Minimum employment requirement	Average of 30 hours per week pursuant to the attached employer eligibility policy
Family members eligible for coverage	Spouse or domestic partner and children up to age 26
Employee eligibility waiting period	60 days. Coverage begins first of the month following the eligibility waiting period.
Beginning date of coverage: <ul style="list-style-type: none">• New employee• Increase in hours of employment	As outlined in the attached employer eligibility policy As outlined in the attached employer eligibility policy
Ending date of coverage: <ul style="list-style-type: none">• Termination of employment• Reduction in hours of employment	Last day of month in which employment terminates As outlined in the attached employer eligibility policy

Premium Requirements

Plan participants may contact Human Resources to obtain premium contribution rates for plan coverage.

Plan participants who are on continuation of coverage must pay the entire cost of their coverage.

Plan participants who are on any leave of employment that qualifies under the Family and Medical Leave Act of 1993 must pay the same level of premium contributions they were paying as an active employee.

Plan participants who extend plan coverage while on military leave, must pay the same level of premium contribution they were paying as an active employee if the period of military service is 30 days or less. For periods of military service that exceed 30 days, the plan participant must pay the entire cost of coverage.

Definitions

The following words and terms are used in this summary plan description and attached benefits handbook. When used, this is what they mean:

Creditable coverage — Includes coverage under any of the following:

1. A group health plan;
2. Health insurance coverage;
3. Part A or Part B of Title XVIII of the Social Security Act;
4. Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928;
5. Chapter 55 of Title 10, United States Code;
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5, United States Code;
9. A public health plan established or maintained by a state, the U.S. government, a foreign country, or any political subdivision of a state, the U.S. government, or a foreign country that provides health coverage to individuals who are enrolled in the plan;
10. A health benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e)); and
11. Title XXI of the Social Security Act, State Children's Health Insurance Program (S-CHIP).

Creditable coverage does not include:

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; and
8. Other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.

Employee — Any person who is employed and compensated for services by a member organization in a legal employer-employee relationship, is a common-law employee of the member organization, and is on the member organization's W-2 payroll. For purposes of this plan, the term "employee" does not include leased employees, independent contractors, or self-employed individuals, whether or not any such persons are on the member organization's W-2 payroll.

Employee eligibility waiting period — The specific amount of time an employee who is determined by the member organization to be a full-time employee pursuant to the member organization's the attached employer eligibility policy must be employed by the member organization before the employee and his or her dependents are eligible to enroll in the plan, as outlined in the member organization's the attached employer eligibility policy. The employee eligibility wait period, if required by the member organization, is listed in the *Key Plan Information* section.

Full-time employee — An employee who is employed an average of at least 30 hours of service per week with the member organization, pursuant to the member organization's the attached employer eligibility policy for determining full-time employee status under Internal Revenue Code §4980H, which is attached to this summary plan description.

Plan — The Friends Mutual Health Group Plan for eligible employees of member organizations and their qualified dependents, as set forth in this summary plan description and as amended from time to time.

Plan administrator — The person or entity that maintains the records of the plan, administers the plan, has discretionary authority to interpret the provisions of the plan, and makes all decisions necessary or proper to carry out the terms of the plan. The plan administrator may delegate its responsibilities to other persons or entities. The plan administrator for this plan is the Friends Mutual Health Group (FMHG).

Plan year — The plan's fiscal year. It is the 12-month period beginning each January 1st and ending the following December 31st.

Qualified Medical Child Support Order (QMCSO) — A legal order requiring the coverage of specified child(ren) under an individual's medical plan benefits. If Your employer determines that a separated or divorced spouse or any state child support or Medicaid agency has obtained a legal QMCSO, and Your current plan offers dependent coverage, you will be required to provide coverage for any child(ren) named in the QMCSO. If You do not enroll the child(ren), Your employer must enroll the child(ren) upon application from Your separated/divorced spouse, the state child support agency or Medicaid agency and withhold from Your pay Your share of the cost of such coverage. You may not drop coverage for the child(ren) unless You submit written evidence to Your employer that the child support order is no longer in effect. The plan may make benefit payments for the child(ren) covered by a QMCSO directly to the custodial parent or legal guardian of such child(ren). ERISA preemption of state laws does not apply to Qualified Medical Child Support Orders and provisions of state laws requiring medical child support. Group health plans may not deny enrollment of a child under the health coverage of the child's parent on the ground that the child is born out of wedlock, not claimed as a dependent on the parent's tax return, or not in residence with the parent or in the applicable service area. Additional information concerning "QMCSO" procedures are available from the Plan Administrator at no charge upon request.

Spouse — The individual who is legally married to an employee (as determined under applicable laws of the state in which the marriage was validly entered into, regardless of the current state of domicile), and resides in the same country as the employee while the employee is a participant in this plan. The employee may be required to provide documentation proving a legal marital relationship. Spouse does not include an individual who is legally separated from the employee.

You, your — The employee of a member organization who is enrolled in this plan and to whom this summary plan description is issued.

Participation — Who Can Be Covered

Employees

You are eligible to be covered by this plan if you are a full-time employee as determined by your member organization pursuant to the member organization's the attached employer eligibility policy for determining full-time employee status under Internal Revenue Code §4980H (Eligibility Policy), which is attached to this summary plan description. The attached employer eligibility policy is incorporated herein by reference and is an integral part of this summary plan description.

Leave of Absence

You remain eligible for coverage if you are on a leave of absence approved by your member organization according to the personnel policy in effect at the time of the leave and as outlined in your member organization's the attached employer eligibility policy.

Under any leave of absence that qualifies under the Family and Medical Leave Act of 1993 (FMLA), your coverage will be maintained under the plan on the same conditions as coverage would have been provided if you had been continuously working. This means that the same level of benefits and type of coverage available to similarly situated working employees will be available to you. You must pay the same level of premium contribution you were paying as an active employee. When you return to work you will not have to complete a new *employee eligibility waiting period*.

If you do not return to work as an active employee on the first business day that follows the last day of a leave of absence (including FMLA), coverage under the plan will terminate, unless you elect continuation of coverage.

Military Leave

Employees and their dependents who are covered under this plan on the day the employee leaves employment for military service will have plan rights as mandated by the Uniformed Services Employment and Re-employment Rights Act (USERRA). These rights include the following:

1. The right to elect up to 24 months of extended plan coverage beginning on the day the employee would otherwise lose plan coverage because of entering military service*; and
2. Immediate plan coverage with no pre-existing conditions waiting periods or exclusions applied when the employee is re-employed by employer upon return from military service, except for injuries or illnesses determined by the Secretary of Veterans' Affairs to have been incurred or aggravated during military service.

*If the period of military service is 30 days or less, the employee is responsible to pay the same level of premium contribution he or she was paying as an active employee. If the period of military service is 31 days or more, the employee is responsible to pay the entire cost of coverage plus a reasonable administration fee.

For more information, contact the plan representative.

Dependents

Your dependents may also be covered by the plan. A *dependent* includes the following:

1. Your spouse under a legally valid existing marriage, provided you are not divorced or legally separated.
2. Your domestic partner as long as a domestic partnership exists with you.
3. Your children under the age of 26. Your child's marital status, financial dependency, employment, residency, or student status will not be considered in determining eligibility for plan coverage to age 26.

Domestic Partners (as defined in the attached Benefits Handbook) are covered under this plan.

A dependent also includes a child for whom you are required to provide medical coverage pursuant to a Qualified Medical Child Support Order.

For the purposes of plan coverage, the word children means all biological children, legally adopted children or children legally placed for adoption, children for whom the employee or the employee's spouse is the child's legal guardian, children awarded coverage pursuant to an order of court, stepchildren, or children of your domestic partner (if applicable) who meet the age requirements.

To be eligible for dependent coverage, proof of eligibility may be required.

Dependents Who Are Disabled

If your dependent child is not able to support themselves due to intellectual disability, physical disability, mental illness or developmental disability that started before age 26 and must continue to be entirely dependent on you for support and maintenance. You will have to give Everence Insurance Company (Everence) a written notice from your physician that documents your child's physical or developmental disability within 30 days after your child's 26th birthday. Everence may ask you to provide written proof from your physician once a year certifying your child's continuing disability. You will have to pay the full cost of any required proof or certification.

The premium charged for a mentally ill, an intellectually, physically, or developmentally disabled dependent will be the same as any other adult covered person age 26 or older who is not an employee.

Plan coverage for a disabled dependent will continue as long as you are covered by the plan or until the earlier of the following events:

1. Your child is no longer disabled;
2. Your child is no longer entirely dependent on you for support and maintenance;
3. You do not provide proof of your child's continuing disability when Everence asks for it; or
4. Your child gets married.

General Provisions

If more than one family member works for a member organization, each employed family member will be covered by the plan as an employee. If both you and your spouse or domestic partner (if applicable) are employees, your children will be enrolled either as your dependents or the dependents of your spouse or domestic partner (if applicable). In either of these cases, plan benefits will be identical to those you would receive if only one family member works for the member organization.

It is very important for your member organization to have correct, up-to-date information about you and your dependents. **Be sure to let the plan representative know when your address or any other personal information changes that may affect your coverage**, such as your marital status, the number of your dependents, their names and birth dates, etc. Changes must be reported to your member organization within 15 days following the change.

Enrollment — When Coverage Starts

When Coverage Begins

Coverage for benefits begins immediately upon meeting the eligibility and enrollment requirements outlined in this summary plan description, and the employer eligibility policy attached to this summary plan description.

Initial Enrollment

In order to be covered by the plan, you must enroll yourself and each of your qualified dependents (if you want dependent coverage).

Newly Hired Employees

You and your dependents can enroll in the plan by completing and returning an *Employee Enrollment for Group Health Coverage* form to the plan representative during the designated 30-day enrollment period that follows the day you are determined by your member organization to be eligible for coverage as a full-time employee, pursuant to your member organization's the attached employer eligibility policy.

Coverage for you and your qualified dependents will be effective as outlined your member organization's the attached employer eligibility policy as long as you enroll in the plan within the required 30-day enrollment period

Enrolling New Dependents

New dependents can be enrolled in the plan any time within the 30-day enrollment period that immediately follows the date a dependent first becomes eligible for coverage through birth, placement for adoption, adoption, domestic partnership (if applicable) or marriage. However, your dependents are not eligible to be covered under the plan until you have been determined by your member organization to be a full-time employee pursuant to your attached employer eligibility policy and are eligible to enroll in the plan.

Coverage for new dependents added through marriage begins on the first day of the month that follows the day of marriage if they are enrolled in the plan within the 30-day enrollment period and additional premium is paid, if required.

Coverage for new dependents added through a domestic partnership begins on the day your domestic partner meets the eligibility requirements outlined herein (if applicable), if they are enrolled in the plan within the 30-day enrollment period and additional premium is paid, if required.

Coverage for a newborn child begins on the day of birth if the newborn is enrolled in the plan within the 30-day enrollment period that immediately follows the day of birth and additional premium is paid, if required.

Coverage for a newly adopted child begins on the earlier of the date of adoption, placement in your home, or when you assume financial responsibility, if the newly adopted child is enrolled in the plan within the 30-day enrollment period that immediately follows the date of adoption or placement for adoption, and additional premium is paid, if required.

You can enroll new dependents in the plan by contacting the plan representative. If you are already enrolled in the plan when you add your first dependent, you will get a new ID card showing your dependent coverage.

Special Enrollment Periods

Waiver of Coverage

If you and/or your dependents are eligible for coverage under this plan but waive coverage due to enrollment in other creditable coverage, you and/or your dependents may enroll in this plan later without being considered a late enrollee if employer contributions toward the other creditable coverage terminate or if eligibility for the other creditable coverage ends as a result of:

1. Termination of employment;
2. Involuntary termination of the other health plan;
3. Reduction in the number of hours of employment;
4. Legal separation, divorce, or death of a spouse or domestic partner (if applicable);
5. Discontinuance of dependent coverage by the other health plan; or
6. Marriage or new domestic partnership (if applicable).

You and/or your dependents must enroll in this plan within the 30-day special enrollment period that immediately follows the day the other creditable coverage ends (or employer contributions terminate).

The effective date of coverage for an eligible individual who loses other creditable coverage will be the day after the other creditable coverage ends (or employer contributions terminate) as long as he or she enrolls in the plan within the 30-day special enrollment period.

You must inform the plan representative and complete the waiver section of the *Employee Enrollment for Group Health Coverage* form if you are waiving coverage for yourself or any dependent.

Special Enrollment Period When New Dependents Become Eligible for Coverage

An eligible employee who has not enrolled in the plan can also enroll at the same time a new dependent becomes eligible for coverage through marriage, domestic partnership (if applicable), birth, or adoption. Both must enroll within the 30-day special enrollment period that immediately follows the day the new dependent becomes eligible to enroll in the plan.

Similarly, an eligible spouse or domestic partner (if applicable) who has not enrolled in the plan can enroll at the same time as a newborn or newly adopted child. Both must enroll within the 30-day special enrollment period that immediately follows the day the new dependent becomes eligible to enroll in the plan.

The effective date of coverage will be the date of marriage, domestic partnership (if applicable), birth, placement for adoption, adoption, or when you assume financial responsibility for an adoptive child, whichever is relevant.

Special Enrollment Periods Required by the Children's Health Insurance Program (CHIP) Reauthorization Act of 2009

If you and/or your dependents are eligible for coverage under this plan but waive coverage due to enrollment in Medicaid or a state Children's Health Insurance Program (CHIP), you and/or your dependents may enroll in the plan later without being considered a late enrollee if Medicaid or CHIP coverage ends because of loss of eligibility.

In addition, if you and/or your dependents are eligible for coverage under this plan, but choose not to enroll, you and/or your dependents may enroll in the plan later without being considered a late enrollee if you and/or your dependents become eligible for a state group health plan premium assistance subsidy under Medicaid or CHIP which provides help in paying for coverage under this plan.

You and/or your dependents must enroll in the plan within the 60-day special enrollment period that immediately follows the day coverage under Medicaid or CHIP terminates or the date it is determined that you and/or your dependents are eligible for a state premium assistance subsidy, whichever applies.

The effective date of coverage will be the day after Medicaid or CHIP coverage terminates or the day you and/or your dependents become eligible for the state premium assistance subsidy, whichever is relevant.

Change in Employment Status

If you are already an employee of a member organization, but have not been eligible for plan coverage, you may enroll following a change in employment status that results in eligibility for plan coverage as a full-time employee, pursuant to the attached employer eligibility policy.

You and your dependents can enroll in the plan as outlined in the attached employer eligibility policy.

Coverage for you and your qualified dependents will be effective as outlined in your member organization's Eligibility Policy, as long as you enroll in the plan within the designated 30-day enrollment period.

Late Enrollment

Any eligible individual not enrolling in the plan within his or her respective *employee eligibility waiting period* — if required by the member organization — or enrollment or special enrollment period becomes a late enrollee. A late enrollee is only eligible to enroll in the plan during the annual open enrollment period.

Annual Open Enrollment Period

Each year the plan offers an open enrollment period between Oct. 15 and Nov. 15. At that time, the following individuals have the opportunity to enroll in the plan:

1. Late enrollees; and
2. Employees not enrolled in the plan who are determined by the member organization to be full-time employees for the new plan year, pursuant to the attached employer eligibility policy.

To enroll for coverage, the *Employee Enrollment for Group Health Coverage* form must be completed and returned to the plan representative prior to the last day of the open enrollment period. Coverage will be effective the following Jan. 1.

In addition, if your member organization provides two plan options, eligible employees already enrolled in the plan have the opportunity to change coverage to a different plan option during the open enrollment period. To change coverage to a different plan option, the *Employee Selection for Group Health Plan* form must be completed and returned to the plan representative before the end of the open enrollment period. The change to the new plan option will be effective the following Jan. 1.

Basis of Coverage — What Coverage Costs

The plan is currently funded by contributions made by your member organization and plan participants. Your member organization will contribute some or all of the monthly cost of coverage for you and your dependents. You must contribute any remaining cost through payroll deduction. Authorization forms are available from the plan representative. The table in the *Key Plan Information* section shows the different categories of participants and the amount of contribution required.

Plan participants who are on continuation of coverage must pay the entire cost of their coverage plus a reasonable administrative fee.

Plan participants who are on any leave of absence that qualifies under the Family and Medical Leave Act of 1993 must pay the same level of premium contribution they were paying as an active employee.

Plan participants who extend plan coverage while on military leave, must pay the same level of premium contribution they were paying as an active employee if the period of military service is 30 days or less. For periods of military service that exceed 30 days, the plan participant must pay the entire cost of coverage plus a reasonable administrative fee.

When Coverage Ends

Plan coverage will end at midnight on the first of the following events:

1. The day you cease to be eligible for coverage under this plan as a full-time employee due to a change in your hours of employment with your member organization, pursuant to the attached employer eligibility policy;
2. The termination of employment ending date of coverage listed in the *Key Plan Information* section when your employment with the member organization terminates voluntarily, involuntarily, or due to your death.
3. The last day of an approved leave of absence (including a leave that qualifies under the Family and Medical Leave Act of 1993), if you do not return to work as an active employee on the first business day that follows the last day of the leave;
4. The last day of coverage for which you authorized or paid any required premium contribution;
5. The day your member organization is no longer eligible to participate in the plan;
6. The day your member organization terminates participation in the plan; or
7. The day the plan sponsor discontinues the plan for all plan participants.

Coverage for an employee's dependents will end the same day the employee's coverage ends or if earlier, the day they no longer qualify as a dependent, with the following exceptions:

1. Coverage for a dependent child who reaches the age limit will end the last day of the month in which the age limit is reached; and
2. In the event of an employee's death, coverage for the employee's dependents will end the last day of the month of the employee's death.

Plan coverage will end as described above unless you or your dependents choose to continue coverage entirely at your own cost as allowed under Continuation of Coverage.

Continuation of Coverage

You and your dependents may choose to continue coverage under this plan, at your own expense, under certain circumstances that would ordinarily end your coverage.

When group health plan coverage under this plan ends and you become eligible for continuation of coverage, you may also be eligible for other coverage options that may cost less than continuation coverage, as outlined in this section.

Eligibility Requirements

You and your covered dependents can choose to continue coverage if group health coverage under the Friends Mutual Health Group Plan is lost as a result of any of the following qualifying events:

1. Your employment with your member organization terminates for any reason other than acts of “gross misconduct”;
2. Reduction in your hours of employment with your member organization such that you are no longer eligible for coverage under this plan as a full-time employee, pursuant to the attached employer eligibility policy; or
3. You do not return to work as an active employee on the first business day that follows the last day of an approved leave of absence (including a leave that qualifies under the Family and Medical Leave Act of 1993).

Your covered dependents may also choose to continue coverage if they are no longer eligible for group health coverage under the Friends Mutual Health Group Plan as a result of any of the following qualifying events:

1. Your death;
2. You and your spouse divorce or legally separate;
3. You and your domestic partner terminate your domestic partnership;
4. You become enrolled in Medicare (Part A, Part B, or both); or
5. They no longer qualify as an eligible dependent, according to the terms of the plan.

Employee and Employer Rights and Responsibilities

The plan will offer continuation of coverage to you and your covered dependents only after the plan has been notified that a qualifying event has occurred.

Your member organization is required to notify the plan within 30 days after coverage for an employee and his or her covered dependents would be lost because of any of the following qualifying events:

1. Reduction in an employee’s hours of employment with the member organization such that the employee is no longer eligible for coverage under this plan as a full-time employee, pursuant to the attached employer eligibility policy;
2. Failure of an employee to return to work as an active employee on the first business day that follows the last day of an approved leave;
3. Termination of an employee’s employment with the member organization for reasons other than gross misconduct;
4. Death of an employee; or
5. Entitlement of an employee to Medicare (Part A, Part B, or both).

The employee or the employee's dependent is responsible to notify the plan as soon as possible, but no later than 60 days after plan coverage for the employee's dependent would be lost because of any of the following qualifying events:

1. The employee and spouse divorce;
2. The employee and spouse legally separate;
3. The employee and domestic partner terminate their domestic partnership; or
4. A child no longer qualifies as the employee's dependent, according to the terms of the plan.

You or your dependent must provide notice of a qualifying event to the plan by completing and returning the required cancellation form to your plan representative. This form can be obtained from the plan representative. If you or your dependent do not provide notice of a qualifying event to the plan representative within 60 days after coverage would otherwise be lost because of the qualifying event, you and your dependents will lose all continuation coverage rights under the plan.

Within 14 days after receiving notice that a qualifying event has occurred, continuation of coverage will be offered to all eligible individuals. You and/or your eligible dependents have a maximum of 60 days from the date of notification of continuation of coverage rights to elect continuation of coverage. Continuation of coverage will begin on the day plan coverage would otherwise end due to the qualifying event for each eligible individual who elects continuation of coverage within the 60-day election period. If an eligible individual does not elect continuation of coverage within the 60-day election period, group health coverage under the Friends Mutual Health Group Plan will end and the individual will lose all continuation of coverage rights under the plan.

Each eligible individual has an independent right to elect continuation of coverage. However, if not otherwise indicated when you elect continuation of coverage, the election will be deemed to be an election on behalf of all eligible individuals who would have lost coverage because of the qualifying event giving rise to the election.

You are responsible to keep your member organization informed of all events that they might otherwise not be aware of (such as information about your dependents) regarding your family's continuation of coverage rights. In order to protect your family's rights, you should also keep your member organization informed of any changes in the address of family members. You should keep a copy of any notices you send to your member organization for your records.

Length and Level of Coverage

Continuation of coverage will be the same coverage that the Friends Mutual Group Health Plan provides to other plan participants who are not receiving continuation of coverage. Each individual who elects continuation of coverage will have the same rights and benefits under the plan as other plan participants, including open enrollment and special enrollment rights.

In the case of loss of coverage due to an employee's death, divorce or legal separation, termination of a domestic partnership, or Medicare entitlement; or a child ceasing to be eligible for coverage as a dependent under the terms of the plan, coverage may be continued for up to 36 months.

In the case of loss of coverage due to an employee's termination of employment (for reasons other than gross misconduct) or reduction in hours of employment, coverage may be continued for up to 18 months.

This 18 months may be extended to 36 months for spouses/domestic partners and dependent children who elect continuation of coverage if a second qualifying event occurs during that 18-month period. Such second qualifying events include the death of a covered employee, divorce or legal separation from the covered employee, the covered employee's entitlement to Medicare (Part A, Part B, or both), and a dependent child losing eligibility for coverage under the plan as a dependent. An employee's entitlement to Medicare qualifies as a second qualifying event for the employee's spouse/domestic partner and dependents only if, under the terms of the plan, they would have lost eligibility for plan coverage as a result of an employee's entitlement to Medicare while actively employed. You or

your dependent must notify the plan within 60 days after a second qualifying event occurs. Failure to provide notice of a second qualifying event as required will result in loss of the right to extend the period of continuation of coverage because of a second qualifying event.

If a covered person is deemed to be disabled (for Social Security disability purposes) at the time of a qualifying event or any time during the first 60 days of continuation of coverage, the 18 months may be extended to 29 months for the individual and his or her covered spouse/domestic partner and dependent children. You must submit a copy of the Social Security Administration's disability determination letter to your member organization within 60 days after the date of the disability determination and before the end of the original 18-month continuation period. The disabled individual must also notify the member organization within 30 days after any final determination by the Social Security Administration that the individual is no longer disabled. Failure to provide notice of the Social Security Administration's determination of disability to your member organization as required will result in loss of the right to extend the period of continuation coverage because of disability.

In no event will continuation of coverage last beyond 36 months from the date of the qualifying event that originally made a covered person eligible to elect continuation of coverage.

Cost of Continuation Coverage

Generally, each individual electing continuation of coverage is required to pay the entire cost of continuation coverage plus a two percent surcharge for administrative expenses. The amount an individual is required to pay may not exceed 102 percent of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant who is not receiving continuation of coverage. The cost of continuation coverage for a spouse or child who no longer qualifies as the employee's dependent will be the same as the cost of continuation coverage for a single employee.

The notice telling you about continuation of coverage will also include the monthly cost. The cost of coverage is determined each year just before the beginning of the plan year (Jan. 1). It is based on the amount paid for claims during the year, insurance costs, and the cost to administer the plan. Plan costs are adjusted once each year and remain the same for the entire plan year.

Payment of Premium

If you and/or your covered dependents elect continuation of coverage, payment for continuation of coverage is not required to be sent with the election form. However, the first payment for continuation of coverage must be made within 45 days after the date of election. If the election form is returned by mail, the date of election is considered to be the post-marked date. If you or your dependents do not make the first payment for continuation of coverage within 45 days after the date of election, you and/or your dependents will lose all continuation of coverage rights under the plan.

The first payment must cover the cost of continuation of coverage from the day coverage under the plan would otherwise have terminated up to the time the first payment is made. The amount of the first payment, the due date, and the address where payment must be sent will be listed on the election form. You or your dependents are responsible to make sure the amount of the first payment is enough to cover this entire period. You may contact the plan representative to confirm the correct amount of the first payment.

After the first payment is made, continuation of coverage is required to be paid on a monthly basis. Payment for continuation of coverage is due on the first day of each month. If payment is made on or before the due date, coverage under the plan will continue for that month without any break. The plan will send a monthly premium notice that lists the amount of the required payment and the due date. The monthly payment should be sent to the address on the premium notice.

Although payment for continuation of coverage is due on the first day of each month, you and/or your dependents will be given a grace period of 30 days to make each monthly payment. Coverage will continue during the grace period as long as the monthly payment is made before the end of the grace period. If a monthly payment is paid later than the due date but before the end of the grace period for that payment, continuation of coverage will be suspended

as of the due date and then retroactively reinstated back to the due date when the payment is made. This means that any claim for benefits submitted while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you or your covered dependents fail to make a monthly payment before the end of the grace period for that payment, coverage will end and you and/or your dependents will lose all rights to continuation of coverage under the plan.

Termination of Continuation of Coverage

Continuation of coverage may be terminated before the maximum allowed coverage period for any of the following reasons:

1. Your member organization no longer provides group health plan coverage to any of its employees;
2. The premium for continuation of coverage is not paid by the due date or within the applicable grace period;
3. A covered person becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition he or she may have*;
4. A covered person becomes entitled to Medicare (Part A, Part B, or both); or
5. Coverage is extended for up to 29 months due to disability and there has been final determination that the individual is no longer disabled.

*(note: there are limitations on plans imposing a pre-existing condition exclusion and such exclusions will become prohibited beginning in 2014 under the Affordable Care Act).

Other Coverage Options

When group health plan coverage ends and you become eligible for continuation coverage, you and your family may also be eligible for other coverage options. For example, you may be eligible to buy 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, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for continuation coverage does not limit your eligibility for coverage or for a tax credit through the Marketplace. Through the Marketplace you'll also learn if you qualify for free or low-cost coverage from Medicaid or the Children's Health Insurance Program (CHIP). Some of these coverage options may cost less than continuation coverage. You can learn more about many of these options at 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 or domestic partner's plan), even if that plan generally doesn't accept late enrollees.

Additional Information

This benefit requires the member organization to keep careful records on all employees and their dependents. Remember, it is your responsibility to the plan representative know when any of your personal information changes, such as your address, the number of dependents you have, their names and birth dates, your marital status, etc.

If you and/or your dependent do not elect continuation coverage, group health coverage under this plan will end.

If you have any questions about continuation coverage, please contact the plan representative. For more information about your rights under the Health Insurance Portability and Accountability Act (HIPAA), the Patient Protection and Affordable Care Act (Affordable Care Act), and other laws affecting group health plans, visit the nearest Regional or District Office of the U.S. Dept. of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa/consumer_info_health.html. (Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA website.) For more information about the Health Insurance Marketplace, visit www.healthcare.gov.

Administration of the Plan

Any authority or responsibility allocated to or reserved by the plan administrator shall be exercised by the Friends Mutual Health Group (FMHG). The plan administrator may delegate its responsibilities to other persons or entities.

Plan Sponsor

The plan sponsor of the plan is the Friends Mutual Health Group.

The plan sponsor does not guarantee the payment of any benefits under the plan and does not assume any financial risk or obligation with respect to claims submitted to the plan.

Plan Administrator

The Friends Mutual Health Group is the plan administrator of the plan and as such shall administer the plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of the plan that the plan administrator shall have maximum legal discretionary authority to construe and interpret eligibility for benefits, to decide disputes which may arise relative to a plan participant's rights, and to decide questions of plan interpretation and those of fact relating to the plan. The decisions of the plan administrator will be applied in the same way to all plan participants regardless of special circumstances and will be final and binding on all interested parties.

The duties of the plan administrator include, but are not limited to the following:

1. Requiring any plan participant to furnish such information as it may reasonably request for the purpose of the proper administration of the plan as a condition to receiving any benefit under the plan;
2. Keeping and maintaining plan documents, accounts showing the fiscal transactions of the plan, and all other records pertaining to the plan;
3. Designing and approving plan provisions;
4. Ratifying or establishing practices and procedures relevant to the plan;
5. Authorizing and implementing the amendment or termination of the plan;
6. Administering the plan in accordance with its terms and conditions;
7. Interpreting all provisions of the plan and remedying ambiguities, inconsistencies, errors, or omissions;
8. Hearing and deciding all eligibility and enrollment questions and appeals concerning the plan;
9. Hearing and deciding all second level appeals of denied claims for the plan;
10. Performing all necessary reporting;
11. Maintaining funds for the plan that are sufficient at all times for payment of plan benefits;
12. Directing all payments to be made pursuant to the plan;
13. Securing legal review of plan documents, as necessary, and securing all legal determinations relating to the implementation and administration of the plan, as necessary and appropriate;
14. Contracting with third party providers to provide services deemed appropriate under the plan and monitoring their performance; and
15. Exercising all other functions not specifically delegated to others by the terms of the plan as may be necessary for the proper operation of the plan.

Member Organizations

The duties of member organizations shall include, but are not limited to the following:

1. Establishing, communicating, and implementing procedures to determine whether a medical child support order is qualified;
2. Supplying plan participants with plan information (such as this summary plan description);
3. Determining the eligibility of employees and their dependents to enroll in the plan;
4. Reporting to Everence any change in the enrollment status of an employee no later than 15 days following an employment or special enrollment event that affects the employee's eligibility to participate in the plan. Such events include, but are not limited to commencement or termination of employment (voluntary or involuntary), death of an employee, increase or decrease in an employee's hours of employment, commencement or termination of an approved leave of absence, etc.;
5. Reporting to Everence the enrollment of an employee's new dependents added through marriage, birth, or adoption no later than 15 days following the date of marriage, birth, or adoption;
6. Reporting to Everence the enrollment of an employee's dependent(s) as a result of special enrollment rights no later than 15 days following the special enrollment qualifying event; and
7. Reporting to Everence the termination of plan coverage for an employee's dependent no later than 15 days following the date of loss of eligibility.

The plan is responsible for all benefits paid by Highmark on behalf of a covered person that are incurred after the individual's termination date of coverage but prior to the date Highmark is notified of the termination.

Claims Administrator

The claims administrator shall be appointed by the plan and shall have the authority and responsibility to provide administrative services in connection with the payment of claims. Highmark is under contract with the plan as claims administrator and as such shall perform the duties outlined in the Preferred Provider Organization Network Program Agreement. These duties include, but are not limited to the following:

1. Enrollment of eligible employees and dependents in the plan upon notification of enrollment by the employer through Everence;
2. Termination of plan coverage for plan participants upon notification of termination by the employer through Everence;
3. Issuing an identification card to each plan participant upon enrollment in the plan;
4. Administering the utilization management and case management procedures of the plan according to Highmark's internal policies and procedures in compliance with applicable law;
5. Processing and payment of claims submitted to the plan in accordance with the terms of the plan, Highmark's administrative practices, and PPO network rules;
6. Preparing and issuing Explanation of Benefits for claims submitted to the plan that have been processed by Highmark;
7. Hearing and deciding first level appeals of adverse benefit determinations. If a plan participant requests review of the claims administrator's denial of a first level adverse benefit determination, the second level appeal will be facilitated by Everence and decided by the plan administrator;
8. Facilitation requests for external review of second level adverse benefit determinations with an independent review organization;
9. Maintaining current plan data;
10. Providing and/or certifying all information necessary for filing reports; and
11. Seeking subrogation recoveries on behalf of the plan.

Highmark does not guarantee the payment of any benefits under this plan and does not assume any financial risk or obligation with respect to claims submitted to the plan.

Role of Everence Insurance Company

Everence Insurance Company (Everence) is not the insurer or the claims administrator of this plan. The plan has appointed Everence to act as exclusive agent on the plan's behalf in performing the plan's duties under the terms and provisions of the Preferred Provider Organization Network Program Agreement. The administrative duties of Everence are outlined in the Administrative Services Agreement between the plan and Everence and include the following:

1. Developing the summary plan description for the plan (which describes the terms and benefits of the plan) and other enrollment and cancellation forms required to administer the plan;
2. Preparing and providing a Summary of Benefits and Coverage for the plan, as required by the Patient Protection and Affordable Care Act of 2010 (ACA);
3. Providing notification to Highmark of the enrollment of new plan participants, upon timely notification by the member organizations;
4. Providing notification to Highmark of the termination of coverage for plan participants;
5. Facilitating second level appeals of adverse benefit determinations;
6. Billing, collecting, and forwarding to Highmark all reimbursements and administrative fees paid by member organizations;
7. Filing claims with insurance companies providing excess loss insurance coverage to the plan; and
8. Providing all written, verbal, and electronic communications between the plan and Highmark.

Everence Insurance Company does not guarantee the payment of any benefits under this plan and does not assume any financial risk or obligation with respect to claims submitted to the plan.

Other Important Points

No Contract of Employment

The plan does not constitute a contract of employment between the employee and the employer. The rights of the employer with regard to disciplinary action and termination of any employee, if necessary, are in no manner changed by your participation in this plan or any provision of it.

Overpayment

If for some reason the plan pays you more than you are entitled to, the plan has the right to subtract the overpayment from payments made to the provider on your behalf in the future.

Periodic Information Requests

In order to keep plan information up-to-date, Highmark may request basic information about you or your covered dependents that is required to pay claims according to plan provisions.

Assignment

The benefits provided by the plan are intended to provide for your family's health care needs. Therefore, you may not assign any of the benefits to which you may be entitled under the plan to any person or organization unless that person or organization has provided health care services to you or a covered member of your family.

Payment of Claims

The plan may require proof of payment before reimbursing you for claims that were not assigned to a health care provider.

If Highmark determines that a valid release cannot be given for payment of plan benefits, Highmark may, at its discretion, pay the individual who has assumed responsibility for your principal support and care. Because he or she has paid for your support and care, it is only fair for the plan to make payment to him or her.

If you should die before benefit payments have been made, Highmark may honor assignments you made before your death.

Any payment made by Highmark in accordance with this provision shall fully satisfy its liability for payment.

Misrepresentation

If you or your dependent intentionally misrepresent a material fact (either verbally or in writing) or commit fraud and because of that misrepresentation or fraud, coverage is given to an individual who would otherwise not be eligible for coverage, the plan has the right to rescind coverage from the date it became effective and pursue recovery of any benefits received. At least 30 days advance notice will be provided before plan coverage is rescinded.

Likewise, if a covered person knowingly makes a statement, either verbally or in writing, which is not true and because of that statement, a claim that would otherwise not be eligible for payment is paid, the plan has the right to pursue recovery of benefits received by the covered person as a result of the claim.

Clerical Error

Any clerical error by the plan administrator, an agent of the plan administrator, or a member organization in keeping records pertaining to plan coverage or delays in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment will be made when the error or delay is discovered.

In addition, any clerical error or delay by the plan administrator, an agent of the plan administrator, or a member organization in enrolling an individual as required by the terms of the plan will not invalidate coverage for which an individual would otherwise be eligible.

Enforceability

The plan (as described in this summary plan description and related documents which together constitute the plan) is maintained for the exclusive benefit of the employees of this employer. As a participant in this plan, your rights to its coverage and any particular benefit that it provides are legally enforceable.

Amendment of the Plan

The plan administrator reserves the right to amend the plan at any time without prior notice to plan participants. Each member organization may change eligibility, enrollment, and contribution requirements for plan participation; and other designated provisions of the plan as negotiated with and approved by the plan administrator and Highmark. Any amendments to the plan will not be effective unless approved in writing by the plan administrator. Properly executed amendments shall be delivered to the plan and Highmark.

Plan participants will be notified of any amendment of the plan in writing.

Termination of the Plan

The plan administrator reserves the right to terminate the plan at any time, either in whole or in part, by an instrument properly executed and delivered to the plan and the claims administrator. Any such termination of the plan shall be made by resolution of the person or persons who have been duly authorized by the plan sponsor to take such action. Plan participants will be notified of any termination of the plan in writing.

In the event the plan is terminated altogether, plan liability for payment of claims shall be limited to payment of those claims incurred as of the date the plan is terminated. Neither the plan, the plan sponsor, nor the employer shall have any liability for charges, fees, or expenses that are incurred after the effective date of the termination of the plan.

Employer Participation

Participation under the plan is a choice made by individual employers (member organizations) and is made in agreement with the Friends Mutual Health Group as evidenced by the Cooperative Services Agreement. Your member organization may cancel its participation in the plan upon providing 90 days advance written notice to the Friends Mutual Health Group. The member organization's decision to terminate its participation in the plan is without regard to the two preceding provisions in this section.

Important Disclaimers

Compliance with State and Federal Laws

To the extent required by law, the Plan will provide coverage and benefits in accordance with the requirements of all applicable laws, as amended, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA) (if applicable), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998 (WHCRA), the Family and Medical Leave Act of 1993 (FMLA), the Mental Health Parity Act (MHPA), the Mental Health Parity and Addiction Equity Act (MHPAEA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Michelle's Law, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Affordable Care Act (PPACA).

SOURCE OF INJURY RESTRICTIONS

The Plan will not limit coverage for Injuries or Illnesses resulting from 1) domestic violence, or 2) self-inflicted injury or attempted suicide. Further, the Plan will not limit coverage for Injuries or Illnesses resulting from participation in any activity if such Illness or Injury is as a result of a physical or mental condition.



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Policy:

This policy is part of, and incorporated by reference into the Friends Mutual Health Group Plan ("Health Plan") and sets forth the methods by which Foxdale Village will determine whether an Employee is Full-Time under Internal Revenue Code ("Code") § 4980H for purposes of:

1. meeting the Employer's reporting obligations under Code § 6056; and
2. determining a category of eligibility under the Health Plan that is established and maintained by Foxdale Village.

An Employee who is determined by Foxdale Village to be a Full-Time Employee during a Measurement Period shall be reported as a Full-Time Employee during the corresponding Stability Period for the applicable periods under Code § 6056. Unless otherwise excluded under the terms of the Health Plan, such Full-Time Employee will also have an opportunity to elect, change, or decline Health Plan coverage for himself or herself and his or her dependents during the related Administrative Period, with any elected coverage effective the first day of the related Stability Period.

This Policy is intended to satisfy the rules under Treasury Regulation § 54.4980H-3, will be interpreted consistently therewith, and will be revised to conform to changes that may be made by any subsequent guidance.

Procedure:

1. DEFINITIONS:

- a. **Administrative Period** – The period immediately following a Measurement Period during which the Employer identifies which Employees are Full-Time Employees and opens enrollment under the Health Plan.
 - i. For new Part-Time, Casual or Seasonal employees the initial Administrative Period is the one-month period immediately following the employee's initial Measurement Period. Thereafter, such employee will have the same Administrative Period as an Ongoing Employee.
 - ii. For Ongoing Employees, the Administrative Period is the period that begins the first day that immediately follows the standard Measurement period and ends on December 31.
- b. **Casual Employee** – An Employee for whom, based on the facts and circumstances at the Employee's hire date, Foxdale Village cannot determine whether the Employee is reasonably expected to be employed on average at least 30 Hours of Service per week during the initial Measurement Period because the Employee's hours are variable or otherwise uncertain.



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- c. Eligible Employees – Employees who are designated as Full-Time at hire or employees who are determined to be Full-Time according to this policy.
- d. Employee – A common law employee of the Employer.
- e. Full-Time Employee – An Employee who is employed an average of at least 30 Hours of service per week, as determined under this Policy.
- f. Health Plan – A group health plan that provides minimum essential coverage, as defined in Code § 5000A(f), which is established and maintained by Foxdale Village, and amended from time to time.
- g. Hour of Service – each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer; and each hour for which an Employee is paid, or entitled to payment by Foxdale Village for a period of time during which no duties are performed, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence (as defined in 29 CFR 2530.200b-2(a)).
 - i. Notwithstanding the preceding, an Hour of Service shall not include any hour for services performed as a bona fide volunteer;
- h. Measurement Period – The period used by the Employer to determine whether an Employee is a Full-Time Employee.
 - i. For a newly hired Part-Time, Casual or Seasonal Employee, the initial Measurement Period is the Employee's initial 12 months of employment with Foxdale Village beginning with the first day of the month following the date of hire.
 - ii. For Ongoing Employees, the standard Measurement Period is the 12-month period that begins the first day of the pay period that includes November 1 and ends on the last day of the pay period immediately preceding November 1 of the next year.
- i. Ongoing Employee – An Employee who has been employed by Foxdale Village for at least one complete standard Measurement Period.
- j. Part-Time Employee – A new Employee reasonably expected to be employed on average less than 30 Hours of Service per week during the initial Measurement Period, based on the facts and circumstances at the Employee's start date.
- k. Seasonal Employee – An Employee who is hired into a position for which the customary annual employment is six months or less. Customary annual employment means that by the nature of the position, an Employee in this position typically works for a period of six months or less, and



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that period begins each calendar year in approximately the same part of the year, such as summer or winter.

- l. Special Unpaid Leave – Unpaid leave under the Family and Medical Leave Act, unpaid leave subject to the Uniformed Services Employment and Reemployment Rights Act, and unpaid leave due to jury duty.
- m. Stability Period – The period that follows, and is associated with, a Measurement Period (and related Administrative Period) during which an Employee's status as a Full-Time Employee (or not as a Full-Time Employee, as the case may be) will generally be locked in place.
 - i. For a new Part-Time, Casual or Seasonal Employee the initial Stability Period is the 12-month period following the Employee's initial Measurement Period and related Administrative Period. Thereafter, such Employee will have the same Stability Period as an Ongoing Employee.
 - ii. For Ongoing Employees, the Stability Period is the 12-month period following the standard Measurement Period and related Administrative Period that begins January 1 and ends December 31. The first stability period shall begin January 1, 2015 and end December 31, 2015.

2. PROCEDURES FOR COUNTING AND CREDITING HOURS OF SERVICE:

- a. Hourly Employees – Foxdale Village will calculate actual hours of service from records of hours worked and hours for which payment is made or due for all employees who are paid by Foxdale Village on an hourly basis.
- b. Salaried Employees – Foxdale village will calculate actual hours of service from records of hours worked and hours for which payment is made or due for all employees who are paid by Foxdale Villager on a salaried basis.
- c. Ongoing Employees - an Ongoing Employee is a Full-Time employee for a Stability Period if, during the preceding standard Measurement Period, the Ongoing Employee worked an average of at least 30 hours of service per week. Unless otherwise excluded under the terms of the Health Plan, such Full-Time employee will have an opportunity to elect, change, or decline Health Plan coverage for himself or herself and his or her dependents during the related Administrative Period, with any elected coverage effective the first day of the related Stability Period.
 - i. An Ongoing Employee who does not work an average of at least 30 hours of service per week over a standard Measurement Period is not a Full-Time employee for the



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subsequent Stability Period. Notwithstanding the preceding, if an Employee described in this paragraph experiences a change in employment status during the subsequent Stability Period such that, if the Employee had begun employment in the new position, the Employee would have reasonably been expected to be a Full-Time Employee, then such Employee will be treated as a Full-Time Employee as of the day of change in employment status and shall have an opportunity to elect or decline Health Plan coverage for himself or herself and his or her dependents during the 30-day enrollment period that follows the last day of the Employee's 60-day eligibility waiting period which begins the day the Employee changes employment to Full-Time. Health Plan coverage as a Full-Time Employee will begin the first day of the month that follows completion of the 60-day eligibility waiting period, as long as the Employee enrolls as required. (Credit will be given for any service satisfied from the date of hire to the date of the status change.)

- ii. Notwithstanding the previous paragraph, the rule in this paragraph applies to an Ongoing Employee who has been continuously offered coverage under the Health Plan since meeting the eligibility requirements and who experiences a change in employment status during a Stability Period such that if the Employee had begun employment in the new position, the Employee would have reasonably been expected not to be employed on average at least 30 Hours of Service per week. Such Employee will not be treated as a Full-Time Employee beginning on the first day of the fourth full calendar month following the change in employment status, provided that the Employee actually averages less than 30 Hours of Service per week for each of the three full calendar months following the change in employment status. The determination of Full-Time Employee status for such Employee shall be made on a monthly basis until the end of the first full Measurement Period (and related Administrative Period) that is completed after the change in employment status occurs.
- iii. If an Ongoing Employee goes on a paid or unpaid leave of absence from Foxdale Village the Employee will continue to be a Full-Time Employee or not a Full-Time Employee, as applicable, for the remainder of the Stability Period in which the leave begins. Thereafter, the Employee's status as a Full-Time Employee or not a Full-Time Employee for the subsequent Stability Period will be determined based on Hours of Service during the preceding Measurement Period, taking into account any Special Unpaid Leave. The treatment of such Ongoing Employee as a new Employee or a continuing Employee upon resumption of services shall be determined under the rehire rules defined later in this Policy.
- d. New Full-Time Employees - A new Employee who is reasonably expected at the Employee's start date to be a Full-Time Employee (and who is not a Seasonal Employee), and as long as the Employee is classified as Full-Time, will retain eligibility until the end of the first full standard Measurement Period after hire, at which time he or she will be tested under that standard



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Measurement Period at the same time and under the same conditions as apply to other Ongoing Employees. Health Plan coverage will begin on the first day of the month following the completion of the 60-day eligibility waiting period, as long as the Employee enrolls as required.

- i. If a new Employee described in this section experiences a change in employment status before the Employee has been employed for an entire standard Measurement Period, such that, if the Employee had begun employment in the new position, the Employee would have reasonably been expected not to be employed on average at least 30 Hours of Service per week, then, beginning on the first day of the next calendar month following the change in employment status, the determination of Full-Time Employee status for such Employee shall be made on a monthly basis until such time that the new Employee has been employed for an entire standard Measurement Period, at which time he or she will be tested under that standard Measurement Period at the same time and under the same conditions as apply to other Ongoing Employees.
 - ii. If a new Employee described in this section goes on a paid or unpaid leave of absence from Foxdale Village before the Employee has been employed for an entire standard Measurement Period, then beginning on the first day of the next calendar month following the date the leave of absence begins, the determination of Full-Time Employee status for such Employee shall be made on a monthly basis until such time that the new Employee has been employed for an entire standard Measurement Period, at which time he or she will be tested under that standard Measurement Period at the same time and under the same conditions as apply to other Ongoing Employees. Notwithstanding a determination that an Employee is not a Full-Time Employee with respect to a calendar month in which he or she is on a leave of absence, Health Plan coverage shall continue to the extent required under the FMLA or USERRA, or as elected under the continuation of coverage provision.
- e. New Part-Time, Casual and Seasonal Employees will be tested under an initial Measurement Period to determine whether they are Full-Time Employees.
- i. A new Part-Time, Casual or Seasonal Employee who is employed by Foxdale Village an average of at least 30 Hours of Service per week over his or her initial Measurement Period will be a Full-Time Employee for his or her initial Stability Period. Unless otherwise excluded by the terms of the Health Plan, such Employee will have an opportunity to elect Health Plan coverage for himself or herself and his or her dependents during the related initial Administrative Period.
 - ii. A new Part-Time, Casual and Seasonal Employee who is not employed by Foxdale Village an average of at least 30 Hours of Service per week over his or her initial Measurement Period will not be a Full-Time Employee for his or her initial Stability Period. Notwithstanding the preceding, if a new Part-time, Casual or Seasonal Employee



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experiences a change in employment status during his or her initial Stability Period such that, if the Employee had begun employment in the new position, the Employee would have reasonably been expected to be a Full-Time Employee, then such Employee will be treated as a Full-Time Employee as of the first day of the next calendar month following the change in employment status and shall have an opportunity to elect or decline Health Plan coverage for himself or herself and his or her dependents during the 30-day enrollment period that follows the last day of the Employee's 60-day eligibility waiting period which begins the day the Employee changes employment status. Any elected coverage will be effective the first day of the month following the 60-day eligibility waiting period, as long as the Employee enrolls as required. (Credit will be given for any service satisfied from the date of hire to the date of the status change.)

- iii. At such time that a new Part-Time, Casual or Seasonal Employee has been employed for an entire standard Measurement Period, he or she will be tested under that standard Measurement Period at the same time and under the same conditions as apply to other Ongoing Employees; provided, however, that a new Part-Time, Casual or Seasonal Employee who is determined to be a Full-Time Employee for his or her initial Stability Period will continue to be a Full-Time Employee through the end of that initial Stability Period, even if he or she is not determined to be a Full-Time Employee during the standard Measurement Period.
- iv. If a new Part-Time, Casual or Seasonal Employee is reclassified into a Full-Time position before the end of the initial Measurement Period, and reasonably expected to average more than 30 hours per week, the Employer will treat the Employee as a Full-Time Employee as of the first day of the next calendar month following the change in employment status and shall have an opportunity to elect or decline Health Plan coverage for himself or herself and his or her dependents during the 30-day enrollment period that follows the last day of the Employee's 60-day eligibility waiting period which begins the day the Employee changes employment status. Any elected coverage will be effective the first day of the month following the 60-day eligibility waiting period, as long as the Employee enrolls as required. (Credit will be given for any service satisfied from the date of hire to the date of the status change.)
- f. Factors for Determining Employee Status – For purposes of determining whether an Employee is reasonably expected at his or her start date to be a Full-Time Employee, who is not Part-Time, Casual or Seasonal Employee, Foxdale Village will consider all of the facts and circumstances, including the following factors:
 - i. the classification of the Employee who vacated the position;



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- ii. the extent to which Hours of Service of Ongoing Employees in the same or comparable positions have varied above and below an average of 30 Hours of Service per week during recent Measurement Periods; and
 - iii. how the position was advertised, or otherwise communicated to the new Employee or otherwise documented (for example, through a job description), in describing the Hours of Service required;
 - iv. No single factor is determinative. In determining an Employee's status, the Employer will not take into account the likelihood that the Employee may terminate employment with the Employer before the end of an initial Measurement Period in determining expectation of future Hours of Service.
- g. Use of Payroll Periods – Foxdale Village will treat as a Measurement Period a period that:
 - i. begins on the first day of the bi-weekly payroll period that includes the first day of the Measurement Period, and
 - ii. ends on the last day of the bi-weekly payroll period that immediately precedes the last day of the Measurement Period.
 - iii. By way of example, for Ongoing Employees who are paid on a bi-weekly basis, the first standard Measurement Period that runs from November 1, 2014, through October 31, 2015 will actually be measured by the period that begins on October 26, 2014 (the first day of the payroll period that includes November 1) and ends on October 24, 2015 (the last day of the payroll period immediately preceding October 31).
 - iv. When determining an Employee's average Hours of Service for a Measurement Period, any hours related to Special Unpaid Leave will be excluded. An Employee who is not credited with an Hour of Service for a period of 13 consecutive weeks will be treated as a new Employee upon any resumption of their services for Foxdale Village under this Policy.
- h. Determination of Employee Status Upon Rehire – An employee who terminates employment and is rehired within 30 days of the termination date will be eligible for coverage as of the first of the month following the rehire.

3. ADMINISTRATION, REVIEW AND AMENDMENT OF POLICY:

- a. Foxdale Village will administer Measurement Periods for new and Ongoing Employees, determine an Employee's status as a Full-Time Employee (or not a Full-Time Employee, as the case may be) during Administrative Periods, and provide coverage under the Health Plan during



Policy and Procedure

Eligibility for Health Coverage under the Affordable Care Act

Department:	Human Resources	Subject:	Benefits
Effective Date:	January 1, 2015	Number:	HR 300
Revision Dates:	January 1, 2025	Page #:	8 of 8

Stability Periods to Eligible Employees determined to be Full-Time Employees, all in accordance with this Policy and the terms of the Health Plan. Foxdale Village has full and absolute discretionary authority to interpret the terms of this Policy to determine whether its Eligible Employees are Full-Time Employees under the Health Plan. Employees who have questions regarding this Policy may contact the Director of Human Resources for more information.

- b. Foxdale Village will periodically review this Policy for compliance under applicable regulations and other guidance. Foxdale Village has the right, in its sole and absolute discretion, to revise this Policy at any time to ensure legal compliance and to further the goals of Foxdale Village.

PPO BLUE

PPO Program

**Friends Mutual Health Group
Group 25245-04
Effective January 1, 2025**

Discrimination is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

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

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

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

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。

请拨打您的身份证背面的号码（TTY：711）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyonang tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY): 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المساعدة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

ATTENTION: Si c'est créole que vous connaissez, il y a un certain service de langues qui est gratis et disponible pour vous-même. Composez le numéro qui est au dos de votre carte d'identité. (TTY: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه : اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

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Disclosure

Your health benefits are entirely funded by your employer. Highmark Blue Shield provides administrative and claims payment services only and does not assume any financial risk or obligation with respect to claims.

Non-Assignment

Unless otherwise required by law, Highmark is authorized by the member to make payments directly to providers furnishing Covered Services provided under the program described in this benefit booklet; however, Highmark reserves the right to make these payments directly to the member. The right of a member to receive payment for a Covered Service described in this benefits booklet is not assignable, except to the extent required by law, nor may benefits described in this benefit booklet be transferred either before or after Covered Services are rendered. Any (direct or indirect) attempt to accomplish such an assignment shall be null and

void. Nothing contained in this benefit booklet shall be construed to make Highmark, the group health plan or the group health plan sponsor liable to any assignee to whom a member may be liable for medical care, treatment, or services.

Highmark will not honor requests not to pay the claims submitted by the provider nor shall Highmark be liable for its rejection of the request.

Introduction to Your Health Care Program

This booklet provides you with the information you need to understand your health care program. We encourage you to take the time to review this information so you understand how your health care program works.

Refer to the Summary of Benefits at the end of this booklet. The Summary of Benefits will tell you what you need to know about your benefits, exclusions and how your plan works.

For a number of reasons, we think you'll be pleased with your health care program.

- ***Your health care program gives you freedom of choice.*** You are not required to select a primary care provider to receive covered care. You have access to a large provider network of physicians, hospitals, and other providers in Central Pennsylvania and the Lehigh Valley, as well as providers across the country who are part of the local Blue Cross and Blue Shield PPO network. For a higher level of coverage, you need to receive care from one of these network providers. However, you can go outside the network and still receive care at the lower level of coverage. To locate a network provider near you, or to learn whether your current physician is in the network, log onto your Highmark member website, www.myhighmark.com.
- ***Your health care program gives you "stay healthy" care.*** You are covered for a range of preventive care, including physical examinations and selected diagnostic tests. Preventive care is a proactive approach to health management that can help you stay on top of your health status and prevent more serious, costly care down the road.

You can review your Preventive Care Guidelines online at your member website. And, as a member of your health care program, you get important extras. Along with 24-hour assistance with any health care question via Blues On Call, your member website connects you to a range of self-service tools that can help you manage your coverage. You can also access programs and services designed to help you make and maintain healthy improvements. And you can access a wide range of care cost and care provider quality tools to assure you spend your health care dollars wisely.

If you have any questions on your health care program please call the Member Service toll-free telephone number on the back of your ID card. For TTY/TDD hearing impaired service, please dial 711 and the number on the back of your ID card.

Information for Non-English-Speaking Members

Non-English-speaking members have access to clear benefits information. They can call the toll-free Member Service telephone number on the back of their ID card to be connected to a language services interpreter line. Highmark Member Service representatives are trained to make the connection.

As always, we value you as a member, look forward to providing your coverage, and wish you good health.

How Your Benefits Are Applied

To help you understand your coverage and how it works, here's an explanation of some benefit terms found on the Summary of Benefits, which is included at the end of this booklet. For specific amounts, refer to the Summary of Benefits.

Benefit Period

The specified period of time during which charges for covered services must be incurred in order to be eligible for payment by your program. A charge shall be considered incurred on the date you receive the service or supply for which the charge is made. Refer to the Summary of Benefits for the benefit period under this program.

Medical Cost-Sharing Provisions

Cost sharing is a requirement that you pay part of your expenses for covered services. The terms "copayment," "deductible" and "coinsurance" describe methods of such payment.

Coinsurance

The coinsurance is the specific percentage of the plan allowance for covered services that is your responsibility. You may be required to pay any applicable coinsurance at the time you receive care from a provider. Refer to the Plan Payment Level in the Summary of Benefits for the percentage amounts paid by the program.

Copayment

The copayment for certain covered services is the specific, upfront dollar amount which will be deducted from the plan allowance and is your responsibility. See the Summary of Benefits for the copayment amounts.

Deductible

The deductible is a specified dollar amount you must pay for covered services each benefit period before the program begins to provide payment for benefits. See the Summary of Benefits for the deductible amount. You may be required to pay any applicable deductible at the time you receive care from a provider.

If your group changes group health care expense coverage during your benefit period, the amount you paid toward your deductible during the last partial

benefit period for services covered under your prior coverage will be applied to the network and out-of-network deductible of the initial benefit period under this program.

Family Deductible

The family deductible is a specified dollar amount of covered services that must be incurred by covered family members before the program begins to provide payment for benefits. See the Summary of Benefits for the family deductible amount.

For a family with several covered dependents, the deductible you pay for all covered family members, regardless of family size, is specified under family deductible. To reach this total, you can count the expenses incurred by two or more covered family members. However, the deductible contributed towards the total by any one covered family member will not be more than the amount of the individual deductible. If one family member meets the individual deductible and needs to use benefits, the program would begin to pay for that person's covered services even if the deductible for the entire family has not been met.

Out-of-Pocket Limit

The out-of-pocket limit refers to the specified dollar amount of expense incurred for covered services in a benefit period. When the specified dollar amount is attained, the level of benefit increases as specified in the Summary of Benefits. See the Summary of Benefits for the out-of-pocket limit. The out-of-pocket limit does not include copayments, or amounts in excess of the plan allowance.

Total Maximum Out-of-Pocket

The total maximum out-of-pocket, as mandated by the federal government, refers to the specified dollar amount of deductible, coinsurance, copayments incurred for network covered services, covered medications and any qualified medical expenses in a benefit period. When the specified individual dollar amount is attained by you, or the specified family dollar amount is attained by you or your covered family members, your program begins to pay 100% of all covered expenses and no additional coinsurance, copayments and deductible will be incurred for network covered services and covered medications in that benefit period. See the Summary of Benefits for the total maximum out-of-pocket. The total maximum out-of-pocket does not include out-of-network cost-sharing or amounts in excess of the plan allowance.

Maximum

The greatest amount of benefits that the program will provide for covered services within a prescribed period of time. This could be expressed in dollars, number of days or number of services.

Covered Services - Medical Program

Your health care program may provide benefits for the following services you receive from a provider when such services are determined to be medically necessary and appropriate. All benefit limits, deductibles and copayment amounts are described in the Summary of Benefits included at the end of this booklet. For specific covered services, refer to the Summary of Benefits.

Network care is covered at a higher level of benefits than out-of-network care. For the lowest out-of-pocket costs, use a network provider. To make sure that a provider is in the network, call Member Service at the number on the back of your member ID card. Or visit www.myhighmark.com.

Acupuncture Therapy Services

Benefits will be provided for acupuncture therapy services rendered by a professional provider which are determined to be medically necessary and appropriate. This benefit includes acupuncture therapy services when used to treat nausea associated with surgery, chemotherapy or pregnancy. Acupuncture therapy services are also covered as an adjunct to standard conservative therapy for the following chronic conditions when other conservative methods of treatment have failed: chronic low back pain and chronic headaches or migraine headaches. Coverage does not include acupuncture therapy services for the treatment of pain or maintenance treatment where the patient's symptoms are neither regressing nor improving.

Ambulance Service

Ambulance service providing local transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured:

- from your home, the scene of an accident or medical emergency to a hospital or skilled nursing facility;
- between hospitals; or
- between a hospital and a skilled nursing facility;

when such facility is the closest institution that can provide covered services appropriate for your condition. If there is no facility in the local area that can provide covered services appropriate for your condition, then ambulance service means transportation to the closest facility outside the local area that can provide the necessary service.

Ambulance service includes an emergency medical services (EMS) agency licensed by the state.

Transportation and other emergency services provided by an ambulance service will be considered emergency ambulance service if the injury or condition is considered emergency care. Refer to the Terms You Should Know section for a definition of emergency care services.

Use of an ambulance as transportation to an emergency room for an injury or condition that does not satisfy the criteria of emergency care will not be covered as emergency ambulance services.

Local transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured:

- from a hospital to your home, or
- from a skilled nursing facility to your home.

Assisted Fertilization Treatment

Benefits will be provided for covered services in connection with the treatment of infertility when such services are ordered by a physician and are determined to be medically necessary and appropriate.

Dental Services Related to Accidental Injury

Dental services initially rendered by a physician which are required as a result of accidental injury to the jaws, sound natural teeth, mouth or face. Follow-up services, if any, that are provided after the initial treatment are not covered. Injury as a result of chewing or biting shall not be considered an accidental injury.

Diabetes Treatment

Coverage is provided for the following when required in connection with the treatment of diabetes and when prescribed by a physician legally authorized to prescribe such items under the law:

- Equipment and supplies: Blood glucose monitors, monitor supplies, and insulin infusion devices

- Diabetes Education Program*: When your physician certifies that you require diabetes education as an outpatient, coverage is provided for the following when rendered through a diabetes education program:
 - Visits medically necessary and appropriate upon the diagnosis of diabetes
 - Subsequent visits under circumstances whereby your physician: a) identifies or diagnoses a significant change in your symptoms or conditions that necessitates changes in your self-management, or b) identifies, as medically necessary and appropriate, a new medication or therapeutic process relating to your treatment and/or management of diabetes

***Diabetes Education Program** – (Digitally-Monitored) – a digitally-monitored care management program offered by Highmark if you have been diagnosed with type 1 or 2 diabetes and meet other program and clinical criteria. You will have access to a mobile application and telehealth consults with specific health care providers participating in the diabetes care management program. The telehealth consults may involve coaching and medication management and optimization. Additionally, you may receive a cellular-enabled blood glucose monitor and supplies, including testing strips upon request.

In addition, devices such as continuous glucose monitors may be available for members with type 2 diabetes. Continuous glucose monitors are typically utilized by providers to monitor the glucose levels of a patient in real time in order to determine appropriate medication and/or medication levels for that particular patient.

Diagnostic Services

Benefits will be provided for the following covered services when ordered by a professional provider:

Advanced Imaging Services

Include, but are not limited to, computed tomography (CT), computed tomographic angiography (CTA), magnetic resonance imaging (MRI), magnetic resonance angiography (MRA), positron emission tomography (PET scan), positron emission tomography/computed tomography (PET/CT scan).

Basic Diagnostic Services

- **Standard Imaging Services** - procedures such as skeletal x-rays, ultrasound and fluoroscopy
- **Laboratory and Pathology Services** - procedures such as non-routine Papanicolaou (PAP) smears, blood tests, urinalysis, biopsies and cultures
- **Diagnostic Medical Services** - procedures such as electrocardiograms (ECG), electroencephalograms (EEG), echocardiograms, pulmonary studies, stress tests, audiology testing
- **Allergy Testing Services** - allergy testing procedures such as percutaneous, intracutaneous, and patch tests

Durable Medical Equipment

The rental or, at the option of Highmark, the purchase, adjustment, repairs and replacement of durable medical equipment for therapeutic use when prescribed by a professional provider within the scope of their license. Rental costs cannot exceed the total cost of purchase.

Enteral Foods

Enteral foods is a liquid source of nutrition equivalent to a prescription drug that is administered orally or enterally and which may contain some or all nutrients necessary to meet minimum daily nutritional requirements. Enteral foods are intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements are identified through medical evaluation.

Coverage is provided for enteral foods when administered on an outpatient basis for:

- amino acid-based elemental medical formulae ordered by a physician for infants and children for food protein allergies, food protein-induced enterocolitis syndrome, eosinophilic disorders and short bowel syndrome; and
- nutritional supplements administered under the direction of a physician for the therapeutic treatment of phenylketonuria, branched-chain ketonuria, galactosemia and homocystinuria and;
- enteral formulae prescribed by a physician, when administered on an outpatient basis, considered to be your sole source of nutrition and provided:

- through a feeding tube (nasogastric, gastrostomy, jejunostomy, etc.) and utilized instead of regular shelf food or regular infant formulas; or
- orally and identified as one of the following types of defined formulae with: hydrolyzed (pre-digested) protein or amino acids, specialized content for special metabolic needs, modular components, or standardized nutrients.

Once it is determined that you meet the above criteria, coverage for enteral formulae will continue as long as it represents at least 50% of your daily caloric requirement.

Coverage for enteral formulae excludes the following:

- Blenderized food, baby food, or regular shelf food
- Milk or soy-based infant formulae with intact proteins
- Any formulae, when used for the convenience of you or your family members
- Nutritional supplements or any other substance utilized for the sole purpose of weight loss or gain, or for caloric supplementation, limitation or maintenance
- Semisynthetic intact protein/protein isolates, natural intact protein/protein isolates, and intact protein/protein isolates, when provided orally

This coverage does not include normal food products used in the dietary management of the disorders included above.

Home Health Care/Hospice Care Services

This program covers the following services you receive from a home health care agency, hospice or a hospital program for home health care and/or hospice care:

- Skilled nursing services of a Registered Nurse (RN) or Licensed Practical Nurse (LPN), excluding private duty nursing services
- Physical medicine, speech therapy and occupational therapy
- Medical and surgical supplies provided by the home health care agency or hospital program for home health care or hospice care
- Oxygen and its administration

- Medical social service consultations
- Health aide services when you are also receiving covered nursing services or therapy and rehabilitation services
- Family counseling related to the member's terminal condition

No home health care/hospice benefits will be provided for:

- dietitian services;
- homemaker services;
- maintenance therapy;
- dialysis treatment;
- custodial care; and
- food or home-delivered meals.

Home Infusion and Suite Infusion Therapy Services

Benefits will be provided when performed by a home infusion and/or suite infusion therapy provider at an infusion suite or in a home setting. This includes pharmaceuticals, pharmacy services, intravenous solutions, medical/surgical supplies and nursing services associated with infusion therapy. Specific adjunct non-intravenous therapies are included when administered only in conjunction with infusion therapy.

Hospital Services

This program covers the following services received in a facility provider. Benefits will be covered only when, and so long as, they are determined to be medically necessary and appropriate for the treatment of the patient's condition.

Inpatient Services

Bed and Board

Bed, board and general nursing services are covered when you occupy:

- a room with two or more beds;
- a private room. Private room allowance is the average semi-private room charge; or
- a bed in a special care unit which is a designated unit which has concentrated all facilities, equipment and supportive services for the provision of an intensive level of care for critically ill patients.

Ancillary Services

Hospital services and supplies including, but not restricted to:

- use of operating, delivery and treatment rooms and equipment;
- drugs and medicines provided to you while you are an inpatient in a facility provider;
- whole blood, administration of blood, blood processing, and blood derivatives;
- anesthesia, anesthesia supplies and services rendered in a facility provider by an employee of the facility provider. Administration of anesthesia ordered by the attending professional provider and rendered by a professional provider other than the surgeon or assistant at surgery;
- medical and surgical dressings, supplies, casts and splints;
- diagnostic services; or
- therapy and rehabilitation services.

Outpatient Services

Ancillary Services

Hospital services and supplies including, but not restricted to:

- use of operating, delivery and treatment rooms and equipment;
- drugs and medicines provided to you while you are an outpatient in a facility provider;
- whole blood, administration of blood, blood processing, and blood derivatives;
- anesthesia, anesthesia supplies and services rendered in a facility provider by an employee of the facility provider. Administration of anesthesia ordered by the attending professional provider and rendered by a professional provider other than the surgeon or assistant at surgery;
- medical and surgical dressings, supplies, casts and splints.

Emergency Care Services

In emergency situations, where you must be treated immediately, go directly to your nearest hospital emergency provider; or call "911" or your area's emergency number.

Emergency care services are available seven (7) days a week, twenty-four (24) hours a day. Emergency care services are services and supplies, including drugs and medicines, for the outpatient emergency treatment of bodily injuries resulting from an accident or a medical condition described in the definition of emergency care services in the Terms You Should Know section. Also included is a medical screening examination and ancillary services necessary to evaluate such injury or emergency medical condition and further medical examination and treatment as required to stabilize the patient.

In the event the member receiving such emergency care services from an out-of-network provider requires an inpatient admission or observation immediately resulting from such injury or emergency medical condition and upon stabilization;

- a. is unable to travel using non-medical transportation or non-emergency medical transportation to an available network provider located within a reasonable travel distance; or
- b. does not consent to be transferred

Covered services directly related to such injury or emergency medical condition and received during the inpatient admission or observation will be covered at the network services level of benefits. You will not be subject to any balance billing amounts.

Your outpatient emergency room visits may be subject to a copayment, which is waived if you are admitted as an inpatient. (Refer to the Summary of Benefits section for your program's specific amounts.)

Once the crisis has passed, call your physician to receive appropriate follow-up care.

Refer to the Terms You Should Know section for a definition of emergency care services. Treatment for any occupational injury for which benefits are provided under any worker's compensation law or any similar occupational disease law is not covered.

Pre-Admission Testing

Tests and studies, as indicated in the Basic Diagnostic Services subsection above, required in connection with your admission rendered or accepted by a hospital on an outpatient basis prior to a scheduled admission to the hospital as an inpatient.

Surgery

Hospital services and supplies for outpatient surgery including removal of sutures, anesthesia, anesthesia supplies and services rendered by an employee of the facility provider, other than the surgeon or assistant at surgery.

Inpatient Medical Services

Medical care by a professional provider when you are an inpatient for a condition not related to surgery, pregnancy or mental illness, except as specifically provided.

Concurrent Care

Medical care rendered concurrently with surgery during one inpatient stay by a professional provider other than the operating surgeon for treatment of a medical condition separate from the condition for which surgery was performed. Medical care by two or more professional providers rendered concurrently during one inpatient stay when the nature or severity of your condition requires the skills of separate physicians.

Consultation

Consultation services rendered to an inpatient by another professional provider at the request of the attending professional provider. Consultation does not include staff consultations which are required by facility provider rules and regulations.

Inpatient Medical Care Visits

Benefits are provided for inpatient medical care visits.

Intensive Medical Care

Medical care rendered to you when your condition requires a professional provider's constant attendance and treatment for a prolonged period of time.

Routine Newborn Care

Professional provider visits to examine the covered newborn infant.

Maternity Services

Hospital, medical and surgical services rendered by a facility provider or professional provider for:

Complications of Pregnancy

Physical effects directly caused by pregnancy but which are not considered from a medical viewpoint to be the effect of normal pregnancy, including conditions related to ectopic pregnancy or those that require cesarean section.

Under Federal law, your self-insured group health program generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery; or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or newborn earlier than 48 hours (or 96 as applicable). In any case, under Federal law, your self-insured program can only require that a provider obtain authorization for prescribing an inpatient hospital stay that exceeds 48 hours (or 96 hours).

Normal Pregnancy

Normal pregnancy includes any condition usually associated with the management of a difficult pregnancy but is not considered a complication of pregnancy.

Nursery Care

Covered services provided to the covered newborn child from the moment of birth, including care which is necessary for the treatment of medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care. Routine nursery care includes inpatient medical visits by a professional provider.

If you are pregnant, now is the time to enroll in the Baby Blueprints® Maternity Education and Support Program offered by Highmark. Please refer to the Member Services section of this booklet for more information.

Mental Health Care Services

Your mental health is just as important as your physical health. That's why your program provides professional, confidential mental health care that addresses

your individual needs. You have access to a wide range of mental health and substance abuse professional providers, so you can get the appropriate level of responsive, confidential care.

- **Mental Health Services: Inpatient & Outpatient Treatment:** Paid the same as any other service according to the type of service, provider and place of service
 - MH/SA outpatient visits to apply applicable PCP/SP copay depending on specialty code billed
 - REV Code 510 will apply DED/COINS BAU

Day and visit limits do not apply when services are prescribed for the treatment of mental illness.

You are covered for a full range of counseling and treatment services. Your program covers the following services you receive from a provider to treat mental illness:

Inpatient Facility Services

Hospital services are provided for the inpatient treatment of mental illness by a facility provider. Inpatient facility services must be provided twenty-four hours a day, seven days a week by or under the direction of a psychiatrist, a psychiatric nurse practitioner or a psychologist when legally authorized by the state.

Inpatient facility services are recommended for patients who are an acute danger to themselves or others or who are unable to provide required self-care and lack available support.

Inpatient Medical Services

Covered inpatient medical services provided by a professional provider:

- Individual psychotherapy
- Group psychotherapy
- Psychological testing
- Family counseling

Counseling with family members to assist in your diagnosis and treatment

- Convulsive therapy treatment; and
Electroshock treatment or convulsive drug therapy including anesthesia when administered concurrently with the treatment by the same professional provider
- Medication management

Partial Hospitalization Program

Benefits are only available for mental health care services provided on a partial hospitalization basis when received through a partial hospitalization program. A mental health care service provided on a partial hospitalization basis will be deemed an outpatient care visit and is subject to any outpatient care cost-sharing amounts.

Outpatient Mental Health Care Services

Inpatient facility service and inpatient medical benefits (except room and board) provided by a facility provider or professional provider as previously described, are also available when provided for the outpatient treatment of mental illness by a facility provider, or a professional provider. Benefits are also provided for mental health care services received through an Intensive Outpatient Program.

Orthotic Devices

Purchase, fitting, necessary adjustment, repairs and replacement of a rigid or semi-rigid supportive device which restricts or eliminates motion of a weak or diseased body part.

Outpatient Medical Care Services (Visits and Consultations)

Medical care rendered by a professional provider when you are an outpatient for a condition not related to surgery, pregnancy, mental illness or substance abuse, except as specifically provided. Covered services include medical care visits, telemedicine services and consultations for the examination, diagnosis and treatment of an injury or illness.

In addition to telemedicine services, a designated telemedicine provider may also provide other medical services. If provided, these services are covered under their corresponding benefit category, i.e., physician or primary care provider office visit, specialist office visit. For example, services provided by a designated

telemedicine provider relating to the treatment of a dermatological issue are covered under your specialist office visit benefit and subject to the cost sharing amount in your Summary of Benefits.

Please note that as a Highmark member, you enjoy many convenient options for where you can receive outpatient care. You can physically go to one of the following providers:

- Primary care provider's (PCP) or specialist's office
- Physician's office located in an outpatient hospital/hospital satellite setting
- Urgent care center
- Retail site, such as in a pharmacy or other retail store

You can also interact with a professional provider virtually, via telephone, internet, or other electronic communication. Benefits are provided for a virtual visit when you communicate with the professional provider from any location, such as your home, office, or another mobile location. Alternatively, a professional provider may want you to travel to a provider originating site where a virtual interaction with the provider can occur.

Professional providers may also request consultations from another professional provider for an advisory opinion regarding a diagnosis or management of your medical problem. These are called "provider-to-provider" consultations or "interprofessional consultations".

Interprofessional consultations do not include provider interaction with you.

Different types of providers, their services and their locations may require different payment amounts and result in different charges. You may be responsible for a facility fee, clinic charge or similar fee (in addition to any professional fees) if your office visit or service is provided at a hospital, facility provider, ancillary provider, retail clinic or urgent care center. You may also be responsible for a charge for an interprofessional consultation, which may occur during your office visit or at a different time.

The specific amounts you are responsible for paying depend on your program's particular benefits.

Allergy Extract/Injections

Benefits are provided for allergy extract and allergy injections.

Therapeutic Injections

Therapeutic injections required in the diagnosis, prevention and treatment of an injury or illness.

Preventive Care Services

Benefits will be provided for covered services. Refer to the Summary of Benefits for your program's specific level of coverage.

Adult Care

Routine physical examinations, regardless of medical necessity and appropriateness, including a complete medical history, and other items and services.

Well-woman benefits are provided for items and services including, but not limited to, an initial physical examination to confirm pregnancy, screening for gestational diabetes, coverage for contraceptive methods and counseling for all members capable of pregnancy and breastfeeding support and counseling.

Adult Immunizations

Benefits are provided for adult immunizations, including the immunizing agent, when required for the prevention of disease.

Diabetes Prevention Program

Benefits are provided if you meet certain medical criteria of having a high risk of developing type 2 diabetes and when you are enrolled in a diabetes prevention program that is offered through a network diabetes prevention provider. Coverage is limited to one enrollment in a diabetes prevention program per year, regardless of whether you complete the diabetes prevention program.

Mammographic Screening

Benefits are provided for the following:

- An annual routine mammographic screening starting at 40 years of age or older pursuant to the 2002 recommendations by the United States Preventive Services Task Force.
- Mammographic screenings for all members regardless of age when such services are prescribed by a physician.

Benefits for mammographic screening are payable only if performed by a mammography service provider who is properly certified.

Pediatric Care

Routine physical examinations, regardless of medical necessity and appropriateness, and other items and services.

Pediatric Immunizations

Benefits are provided to members under 21 years of age and dependent children for those pediatric immunizations, including the immunizing agents, which conform with the standards of the Advisory Committee on Immunization Practices of the Center for Disease Control and U.S. Department of Health and Human Services. Benefits are not subject to the program deductibles or dollar limits.

Prescription Drugs (Outpatient)

Coverage will be provided for prescription and over-the-counter drugs that are prescribed for preventive purposes.

Prostate Cancer Screening

Coverage will be provided for a prostate specific antigen (PSA) test and digital rectal exam for all members per calendar year.

Routine Gynecological Examination and Pap Test

Benefits are provided for one routine gynecological examination, including a pelvic and clinical breast examination, and one routine Papanicolaou smear (pap test) per calendar year.

Routine Screening Tests and Procedures

Benefits are provided for routine screening tests and procedures, regardless of medical necessity and appropriateness.

Tobacco Use, Counseling and Interventions

Benefits are provided for screenings for tobacco use and, for those who use tobacco products, two tobacco cessation attempts per year. A tobacco cessation attempt includes four tobacco cessation counseling sessions and covered medications.

Private Duty Nursing Services

Services of an actively practicing Registered Nurse (RN) or Licensed Practical Nurse (LPN) when ordered by a physician, providing such nurse does not ordinarily reside in your home or is not a member of your immediate family.

- If you are an inpatient in a facility provider only when Highmark determines that the nursing services required are of a nature or degree of complexity or quantity that could not be provided by the regular nursing staff.
- If you are at home only when Highmark determines that the nursing services require the skills of an RN or an LPN.

Prosthetic Appliances

Purchase, fitting, necessary adjustments, repairs, and replacements of prosthetic devices and supplies which replace all or part of an absent body organ and its adjoining tissues, or replace all or part of the function of a permanently inoperative or malfunctioning body organ (excluding dental appliances and the replacement of cataract lenses). Initial and subsequent prosthetic devices to replace the removed breast(s) or a portion thereof are also covered.

Skilled Nursing Facility Services

Services rendered in a skilled nursing facility to the same extent benefits are available to an inpatient of a hospital.

No benefits are payable:

- after you have reached the maximum level of recovery possible for your particular condition and no longer require definitive treatment other than routine supportive care;
- when confinement is intended solely to assist you with the activities of daily living or to provide an institutional environment for your convenience; or
- for treatment of substance abuse or mental illness.

Spinal Manipulations

Spinal manipulations for the detection and correction by manual or mechanical means of structural imbalance or subluxation resulting from or related to distortion, misalignment, or subluxation of or in the vertebral column.

Substance Abuse Services

Benefits are provided for detoxification services, individual and group counseling and psychotherapy, psychological testing, and family counseling for the treatment of substance abuse when rendered by a facility provider or professional provider and include the following:

- detoxification services rendered;
 - on an inpatient basis in a hospital or substance abuse treatment facility;
or
 - on an outpatient basis
- Substance abuse treatment facility services for non-hospital inpatient residential treatment and rehabilitation services. Residential treatment and rehabilitation services include medically monitored high intensity inpatient services with twenty-four hour nursing care and physician availability and medically managed intensive inpatient services with twenty-four hour nursing care and daily physician oversight; and
- Outpatient services rendered in a hospital, substance abuse treatment facility or through an Intensive Outpatient Program or Partial Hospitalization Program, and outpatient substance abuse treatment facility services for rehabilitation therapy

For purposes of this benefit, a substance abuse service provided on a partial hospitalization basis shall be deemed an outpatient care visit and is subject to any outpatient care cost-sharing amounts. Benefits are also provided for substance abuse services rendered through an Opioid Treatment Program or Office Based Opioid Treatment Program.

- **Substance Abuse Services:** To be paid the same as any other service according to the type of service, provider, and place of service.
 - MH/SA outpatient visits to apply applicable PCP/SP copay depending on specialty code billed

- REV Code 510 will apply DED/COINS BAU

Surgical Services

This program covers the following services you receive from a professional provider. See the Health Care Management section for additional information which may affect your benefits.

Anesthesia

Administration of anesthesia for covered surgery when ordered by the attending professional provider and rendered by a professional provider other than the surgeon or the assistant at surgery. Benefits will also be provided for the administration of anesthesia for covered oral surgical procedures in an outpatient setting when ordered and administered by the attending professional provider.

Assistant at Surgery

Services of a physician who actively assists the operating surgeon in the performance of covered surgery.

Your condition or the type of surgery must require the active assistance of an assistant surgeon. Surgical assistance is not covered when performed by a professional provider who performs and bills for another surgical procedure during the same operative session.

Mastectomy and Breast Cancer Reconstruction

Benefits are provided for a mastectomy performed on an inpatient or outpatient basis and for the following:

- All stages of reconstruction of the breast on which the mastectomy has been performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prostheses; and
- Treatment of physical complications of mastectomy, including lymphedema

Special Surgery

- Oral Surgery

Benefits are provided for the following limited oral surgical procedures determined to be medically necessary and appropriate:

- Extraction of impacted third molars when partially or totally covered by bone
- Extraction of teeth in preparation for radiation therapy
- Mandibular staple implant, provided the procedure is not done to prepare the mouth for dentures
- Lingual frenectomy, frenotomy or frenoplasty (to correct tongue-tie)
- Facility provider and anesthesia services rendered in a facility setting in conjunction with non-covered dental procedures when determined by Highmark to be medically necessary and appropriate due to your age and/or medical condition
- Accidental injury to the jaw or structures contiguous to the jaw except teeth
- The correction of a non-dental physiological condition which has resulted in a severe functional impairment
- Treatment for tumors and cysts requiring pathological examination of the jaw, cheeks, lips, tongue, roof and floor of the mouth
- Orthodontic treatment of congenital cleft palates involving the maxillary arch, performed in conjunction with bone graft surgery to correct the bony deficits associated with extremely wide clefts affecting the alveolus

- Sterilization

- Sterilization regardless of medical necessity and appropriateness.

Second Surgical Opinion

A consulting physician's opinion and directly related diagnostic services to confirm the need for recommended elective surgery.

Keep in mind that:

- the second opinion consultant must not be the physician who first recommended elective surgery;
- elective surgery is covered surgery that may be deferred and is not an emergency;
- use of a second surgical opinion is at your option;
- if the first opinion for elective surgery and the second opinion conflict, then a third opinion and directly related diagnostic services are covered services; and
- if the consulting opinion is against elective surgery and you decide to have the elective surgery, the surgery is a covered service. In such instance, you will be eligible for a maximum of two such consultations involving the elective surgical procedure in question, but limited to one consultation per consultant.

Surgery

- Surgery performed by a professional provider. Separate payment will not be made for pre- and post-operative services.
- If more than one surgical procedure is performed by the same professional provider during the same operation, the total benefits payable will be the amount payable for the highest paying procedure and no allowance shall be made for additional procedures except where Highmark deems that an additional allowance is warranted.

Therapy and Rehabilitation Services

*Benefits will be provided for the following services when such services are ordered by a physician:

- Cardiac rehabilitation
- Chemotherapy
- Dialysis treatment
- Infusion therapy when performed by a facility provider or ancillary provider and for self-administration if the components are furnished and billed by a facility provider or ancillary provider. Benefits for certain infusion therapy prescription drugs as identified by Highmark and which are appropriate for self-administration will be provided only when received

from a participating pharmacy provider.

- Occupational therapy
- Physical medicine
- Radiation therapy
- Respiratory therapy
- Speech therapy

*Refer to the Summary of Benefits for therapy and rehabilitation services covered under your plan.

Transplant Services

Benefits will be provided for covered services furnished by a hospital which are directly and specifically related to the transplantation of organs, bones, tissue or blood stem cells.

If a human organ, bone, tissue or blood stem cell transplant is provided from a living donor to a human transplant recipient:

- when both the recipient and the donor are members, each is entitled to the benefits of their program;
- when only the recipient is a member, both the donor and the recipient are entitled to the benefits of this program. Benefits provided to the donor will be charged against the recipient's coverage under this program to the extent that benefits remain and are available under this program after benefits for the recipient's own expenses have been paid;
- when only the donor is a member, the donor is entitled to the benefits of this program, subject to the following additional limitations: 1) the benefits are limited to only those not provided or available to the donor from any other source in accordance with the terms of this program; and 2) no benefits will be provided to the non-member transplant recipient; and
- if any organ, tissue or blood stem cell is sold rather than donated to the member recipient, no benefits will be payable for the purchase price of such organ, tissue or blood stem cell; however, other costs related to evaluation and procurement are covered up to the member recipient's program limit.

What Is Not Covered

Except as specifically provided in this booklet or as Highmark is mandated or required to cover based on state or federal law, regulation or other directive, no benefits will be provided for services, supplies or charges:

<u>Key Word</u>	<u>Exclusion</u>
Abortion	<ul style="list-style-type: none">• For elective abortions except those abortions necessary to avert the death of the mother.
Allergy Testing	<ul style="list-style-type: none">• For allergy testing, except as provided herein.
Ambulance	<ul style="list-style-type: none">• For ambulance services, except as provided herein.
Assisted Fertilization	<ul style="list-style-type: none">• For artificial insemination.
Comfort/Convenience Items	<ul style="list-style-type: none">• For personal hygiene and convenience items such as, but not limited to, air conditioners, humidifiers, or physical fitness equipment, stair glides, elevators/lifts or "barrier free" home modifications, whether or not specifically recommended by a professional provider.
Compounded Medications	<ul style="list-style-type: none">• For compounded medications.
Cosmetic Surgery	<ul style="list-style-type: none">• For a cosmetic or reconstructive procedure or surgery done to improve the appearance of any portion of the body, and from which no improvement in physiological function can be expected, except: a) as otherwise provided herein, b) when required to correct a condition directly resulting from an accident; c) when necessary to correct a functional impairment which directly results from a covered disease or injury, or d) to correct a congenital birth defect.
Court Ordered Services	<ul style="list-style-type: none">• For otherwise covered services ordered by a court or other tribunal unless medically necessary and appropriate or if the reimbursement of such services is required by law.
Custodial Care	<ul style="list-style-type: none">• For custodial care, domiciliary care, protective and supportive care including educational services, rest cures and convalescent care.
Dental Care	<ul style="list-style-type: none">• Directly related to the care, filling, removal or

replacement of teeth, the treatment of injuries to or diseases of the teeth, gums or structures directly supporting or attached to the teeth. These include, but are not limited to, apicoectomy (dental root resection), root canal treatments, soft tissue impactions, alveolectomy and treatment of periodontal disease, except for dental expenses otherwise covered because of accidental bodily injury to sound natural teeth and for orthodontic treatment for congenital cleft palates as provided herein.

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| Diabetes Prevention Program | <ul style="list-style-type: none"> • For a diabetes prevention program offered by other than a network diabetes prevention provider. |
| Effective Date | <ul style="list-style-type: none"> • Rendered prior to your effective date of coverage. |
| Enteral Foods | <ul style="list-style-type: none"> • For the following services associated with the additional enteral foods benefits provided under your program: blenderized food, baby food, or regular shelf food; milk or soy-based infant formulae with intact proteins; any formulae, when used for the convenience of you or your family members; nutritional supplements or any other substance utilized for the sole purpose of weight loss or gain, or for caloric supplementation, limitation or maintenance; semisynthetic intact protein/protein isolates, natural intact protein/protein isolates, and intact protein/protein isolates, when provided orally; normal food products used in the dietary management of the disorders provided herein. |
| Experimental/
Investigative | <ul style="list-style-type: none"> • Which are experimental/investigative in nature, except as provided herein for Routine Patient Costs incurred in connection with an Approved Clinical Trial. |
| Eyeglasses/Contact Lenses | <ul style="list-style-type: none"> • For eyeglasses or contact lenses and the vision examination for prescribing or fitting eyeglasses or contact lenses (except for the initial pair of contact lenses/glasses prescribed following cataract extraction in place of surgically implanted lenses, or sclera shells intended for use in the treatment of disease or injury). |
| Felonies | <ul style="list-style-type: none"> • For any illness or injury you suffer during your commission of a felony, as long as such illness or |

injuries are not the result of a medical condition or an act of domestic violence.

Foot Care	<ul style="list-style-type: none">• For palliative or cosmetic foot care including flat foot conditions, supportive devices for the foot, corrective shoes, the treatment of subluxations of the foot, care of corns, bunions, (except capsular or bone surgery), calluses, toe nails (except surgery for ingrown toe nails), fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet, except when such devices or services are related to the treatment of diabetes.
Health Care Management program	<ul style="list-style-type: none">• For any care, treatment, prescription drug or service which has been disallowed under the provisions of Health Care Management program.
Hearing Care Services	<ul style="list-style-type: none">• For hearing aid devices, tinnitus maskers, or examinations for the prescription or fitting of hearing aids.
Home Health Care	<ul style="list-style-type: none">• For the following services you receive from a home health care agency, hospice or a hospital program for home health care and/or hospice care: dietitian services; homemaker services; maintenance therapy; dialysis treatment; custodial care; food or home-delivered meals.
Immunizations	<ul style="list-style-type: none">• For immunizations required for foreign travel or employment, except as provided herein.
Inpatient Admissions	<ul style="list-style-type: none">• For inpatient admissions which are primarily for diagnostic studies.• For inpatient admissions which are primarily for physical medicine services.
Learning Disabilities	<ul style="list-style-type: none">• For any care that is related to conditions such as autism spectrum disorders, learning disabilities, behavioral problems or intellectual disabilities, which extends beyond traditional medical management or medically necessary inpatient confinement. Care which extends beyond traditional medical management includes the

following: a) services that are primarily educational in nature, such as academic skills training or those for remedial education including tutorial services; b) neuropsychological testing, educational testing (such as I.Q., mental ability, achievement and aptitude testing), except for specific evaluation purposes directly related to medical treatment; c) services related to the treatment of learning disorders or learning disabilities; and d) services provided primarily for social or environmental change or for respite care.

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| Legal Obligation | <ul style="list-style-type: none"> • For which you would have no legal obligation to pay. |
| Medically Necessary and Appropriate | <ul style="list-style-type: none"> • Which are not medically necessary and appropriate as determined by Highmark. |
| Medicare | <ul style="list-style-type: none"> • To the extent payment has been made under Medicare when Medicare is primary; however, this exclusion shall not apply when the group is obligated by law to offer you all the benefits of this program. • For any amounts you are required to pay under the deductible and/or coinsurance provisions of Medicare or any Medicare supplemental coverage. |
| Military Service | <ul style="list-style-type: none"> • To the extent benefits are provided to members of the armed forces while on active duty or to patients in Veteran's Administration facilities for service connected illness or injury, unless you have a legal obligation to pay. |
| Miscellaneous | <ul style="list-style-type: none"> • Services for which coverage or reimbursement is determined to be illegal by your state of residence regardless of whether you travel to a state where the service can be legally performed. • For any type of interaction made through unsecured and unstructured services, such as, but not limited to skype and instant messaging (unless such a service is within the scope of the practice of the provider), charges for failure to keep a scheduled visit, or charges for completion of a claim form. For any other medical or dental service or treatment or prescription drug except |

as provided herein.

- For any tests, screenings, examinations or any other services required by: (a) an employer or governmental body or agency in order to begin or to continue working or as a condition to performing the functions of any employment in a particular setting; (b) a school, college or university in order to enter onto school property or a particular location regardless of purpose, or; (c) a governmental body or agency for public surveillance purposes; and that does not relate to the furnishing or administration of an individualized test, screening or evaluation determined by the member's attending professional provider as being medically appropriate.
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| Motor Vehicle Accident | <ul style="list-style-type: none">• For treatment or services for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified or qualified plan of self-insurance, or any fund or program for the payment of extraordinary medical benefits established by law, including medical benefits payable in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Act. |
| Nutritional Counseling
Obesity | <ul style="list-style-type: none">• For nutritional counseling, except as provided herein.• For treatment of obesity, except for medical and surgical treatment of morbid obesity or as otherwise set forth in the predefined preventive schedule. Please refer to the Preventive Services section of Covered Services for more information. |
| Oral Surgery | <ul style="list-style-type: none">• For oral surgery procedures, except as provided herein. |
| Physical Examinations | <ul style="list-style-type: none">• For routine or periodic physical examinations, the completion of forms, and the preparation of specialized reports solely for insurance, licensing, employment or other non-preventive purposes, such as pre-marital examinations, physicals for school, camp, sports or travel, which are not medically necessary and appropriate, except as provided herein. |

Prescription Drugs (Medical Program)	<ul style="list-style-type: none"> • For prescription drugs which were paid or are payable under a freestanding prescription drug program.
Preventive Care Services	<ul style="list-style-type: none"> • For preventive care services, wellness services or programs, except as provided herein.
Provider of Service	<ul style="list-style-type: none"> • Which are not prescribed by or performed by or upon the direction of a professional provider. • Rendered by other than ancillary providers, facility providers or professional providers. • Received from a dental or medical department maintained, in whole or in part, by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group. • Which are submitted by a certified registered nurse and another professional provider for the same services performed on the same date for the same member. • Rendered by a provider who is a member of your immediate family. • Performed by a professional provider enrolled in an education or training program when such services are related to the education or training program.
Respite Care	<ul style="list-style-type: none"> • For respite care.
Sexual Dysfunction	<ul style="list-style-type: none"> • For treatment of sexual dysfunction that is not related to organic disease or injury.
Skilled Nursing	<ul style="list-style-type: none"> • For skilled nursing facility services after you have reached the maximum level of recovery possible for your particular condition and no longer require definitive treatment other than routine supportive care; when confinement is intended solely to assist you with the activities of daily living or to provide an institutional environment for your convenience; or for treatment of substance abuse or mental illness.

Smoking (nicotine) Cessation	<ul style="list-style-type: none"> For nicotine cessation support programs and/or classes, except as otherwise set forth in the predefined preventive schedule. Please refer to the Preventive Services section of Covered Services for more information.
Sterilization	<ul style="list-style-type: none"> For reversal of sterilization.
Termination Date	<ul style="list-style-type: none"> Incurred after the date of termination of your coverage except as provided herein.
Therapy	<ul style="list-style-type: none"> For outpatient therapy and rehabilitation services for which there is no expectation of restoring or improving a level of function or when no additional functional progress is expected to occur.
TMJ	<ul style="list-style-type: none"> For treatment of temporomandibular joint (jaw hinge) syndrome with intra-oral prosthetic devices, or any other method to alter vertical dimensions and/or restore or maintain the occlusion and treatment of temporomandibular joint dysfunction not caused by documented organic joint disease or physical trauma.
Vision Correction Surgery	<ul style="list-style-type: none"> For the correction of myopia, hyperopia or presbyopia, including but not limited to corneal microsurgery, such as keratomileusis, keratophakia, radial keratotomy, corneal ring implants, Laser-Assisted in Situ Keratomileusis (LASIK) and all related services.
War	<ul style="list-style-type: none"> For losses sustained or expenses incurred as a result of an act of war whether declared or undeclared.
Weight Reduction	<ul style="list-style-type: none"> For weight reduction programs, including all diagnostic testing related to weight reduction programs, unless medically necessary and appropriate.
Well-Baby Care	<ul style="list-style-type: none"> For well-baby care visits, except as provided herein.
Workers' Compensation	<ul style="list-style-type: none"> For any illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of any federal, state, or local government's workers' compensation, occupational disease or similar type legislation. This exclusion applies whether or not you

claim the benefits or compensation.

How Your Health Care Program Works

Your program is responsive, flexible coverage that lets you get the medically necessary and appropriate care you want from the health care provider you select.

Here is how your health care program works. When you or a covered family member needs certain medical services, including:

- Primary care provider office visits
- Specialist office visits
- Physical, speech and occupational therapy
- Diagnostic services
- Inpatient and outpatient hospital services
- Home health or hospice care

Network Care

Network care is care you receive from providers in your program's network.

When you receive health care within the network, you enjoy maximum coverage and maximum convenience. You present your ID card to the provider who submits your claim.

Out-of-Network Care

Out-of-network care is care you receive from providers who are not in your program's network.

Out-of-network providers are not in the program's network. When using out-of-network providers, you may still have coverage for most eligible services, except you will share more financial and paperwork responsibilities. In addition, you may be responsible for paying any differences between the program's payments and the provider's actual charges. Finally, you may need to file your own claims and obtain precertification for inpatient care. You should always check with the provider before getting care to understand at what level your care will be covered.

Remember: If you want to enjoy maximum benefits coverage, you need to be sure you receive care from a network provider. See the Summary of Benefits for your coverage details.

Even though a hospital may be in our network, not every doctor providing services in that hospital is in the network. For example: If you are having surgery, make sure that all of your providers, including surgeons, anesthesiologists and radiologists, are in the network.

Provider Reimbursement and Member Liability

Highmark uses the Plan Allowance to calculate the benefit payable and the financial liability of the member for Medically Necessary and Appropriate Services covered under this plan. Refer to the Terms You Should Know section for the definition of Plan Allowance.

Highmark's payment is determined by first subtracting any deductible and/or copayment liability from the Plan Allowance. The coinsurance percentage set forth in the Summary of Benefits is then applied to that amount. This amount represents Highmark's payment. Any remaining coinsurance amount is the member's responsibility. The member's total cost-sharing liability is the sum of the coinsurance plus any deductible and/or copayment obligations.

When you receive covered services from an out-of-network provider, in addition to your cost-share liability described above, you will be responsible for the difference between your plan's payment and the provider's billed charge. If you receive services which are not covered under your plan, you are responsible for all charges associated with those services.

However, the following covered services when received from an out-of-network provider will be provided at the network services level of benefits and you will not be responsible for such difference:

1. Emergency care services provided in a hospital or freestanding emergency room; and;
2. Air Ambulance services.

Additionally, in very limited circumstances, you may not be liable for charges for non-emergency covered services received from certain professional providers or ancillary providers who are not part of the network. A network facility provider may have an arrangement with a professional provider or ancillary provider who is not part of the network to render certain items and professional services (such as, but not limited to, equipment, devices, anesthesiology, radiology or pathology services) to patients of the network facility provider. The selection of such

professional providers or ancillary providers may be beyond your control. In that situation, you will not be liable, except for applicable network deductible, copayment, or coinsurance obligations, for the charges of the professional provider or ancillary provider.

No Prior Approval Requirement or Pre-Certification Requirement applies when members receive Emergency Care services.

Please review the Booklet's schedule of benefits for further details on cost sharing for Emergency Services.

Out-of-Area Care

Your program also provides coverage for you and your eligible dependents when you receive care from providers located outside the Plan Service Area. For specific details, see the Inter-Plan Arrangements section of this booklet.

If you are traveling and an urgent injury or illness occurs, you should seek treatment from the nearest hospital, emergency room or clinic. If the treatment results in an admission the provider must obtain precertification from Highmark. However, it is important that you confirm Highmark's determination of medical necessity and appropriateness. If precertification is not obtained and the admission is not considered to be medically necessary and appropriate, you will be responsible for all costs associated with the stay. For specific details, see the Health Care Management section of this booklet.

Inter-Plan Arrangements

Out-of-Area Services

Highmark has a variety of relationships with other Blue Cross and/or Blue Shield licensees referred to generally as "inter-plan arrangements." These inter-plan arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association. Whenever members access health care services outside Pennsylvania, the claim for those services may be processed through one of these inter-plan arrangements, as described generally below.

Typically, when accessing care outside Pennsylvania, members obtain care from providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, members may obtain care from providers in the Host Blue geographic area that do not have a contractual agreement ("non-

participating providers") with the Host Blue. Highmark remains responsible for fulfilling our contractual obligations to you. Highmark's payment practices in both instances are described below.

BlueCard® Program

The BlueCard® Program is an inter-plan arrangement. Under this arrangement, when members access covered services outside Pennsylvania, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers.

The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method per Claim

Unless subject to a fixed dollar copayment, the calculation of the member liability on claims for covered services processed through the BlueCard Program will be based on the lower of the participating provider's billed charges for covered services or the negotiated price made available to Highmark by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to Highmark by the Host Blue may be represented by one of the following:

- an actual price - An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases, or
- an estimated price - An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives, or
- an average price - An average price is a percentage of billed charges for covered services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual price, estimated or

average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices, (ie, prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by Highmark in determining the member's premiums.

Special Cases: Value-Based Programs

Highmark has included a factor for bulk distributions from Host Blues in your premium for Value-Based Programs when applicable under your program. Additional information is available upon request.

Return of Overpayments

Recoveries of overpayments from a Host Blue or its participating and non-participating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Highmark, they will be credited to your account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to you as a percentage of the recovery.

Inter-Plan Programs: Federal State Taxes/Surcharges/Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, Highmark will include any such surcharge, tax or other fee in determining your premium.

Non-Participating Providers Outside Pennsylvania

Member Liability Calculation

When covered services are provided outside Pennsylvania by non-participating providers, the amount(s) a member pays for such services will generally be based on either the Host Blue's non-participating provider local payment or the pricing arrangements required by applicable law. In these situations, the member may be

responsible for the difference between the amount that the non-participating provider bills and the payment Highmark will make for the covered services as set forth in this paragraph. Payments for emergency services rendered by non-participating providers will be governed by applicable federal and state law.

Exceptions

In some exception cases, Highmark may pay claims from non-participating providers outside Pennsylvania based on the provider's billed charge. This may occur in situations where a member did not have reasonable access to the participating provider, as determined by Highmark in Highmark's sole and absolute discretion or by applicable law. In other exception cases, Highmark may pay such claims based on the payment Highmark would make if Highmark were paying a non-participating provider for the same covered service inside the Plan service area as described elsewhere in this document. This may occur where the Host Blue's corresponding payment would be more than the plan in-service area non-participating provider payment. Highmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the member may be responsible for the difference between the amount that the non-participating provider bills and payment Highmark will make for the covered services as set forth in this paragraph.

Blue Cross Blue Shield Global Core Program

If members are outside the United States (hereinafter "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when members receive care from providers outside the BlueCard service area, they will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

Inpatient Services

In most cases, if members contact the Blue Cross Blue Shield Global Core service center ("service center") for assistance, hospitals will not require members to pay for inpatient covered services, except for their cost-sharing amounts. In such

cases, a Blue Cross Blue Shield Global Core contracting hospital will submit member claims to the service center to initiate claims processing. However, if the member paid in full at the time of service, the member must submit a claim to obtain reimbursement for covered services. **Members must contact Highmark to obtain precertification or preauthorization for non-emergency inpatient services.**

Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for covered services.

Submitting a Blue Cross Blue Shield Global Core Claim

When members pay for covered services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, members should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider's itemized bill(s) to the service center address on the form to initiate claims processing. The claim form is available from Highmark, the service center or online at www.bcbsglobalcore.com. If members need assistance with their claim submissions, they should call the service center at 800-810-BLUE (2583) or call collect at 804-673-1177, 24 hours a day, seven days a week.

Your Provider Network

The network includes: primary care providers; a wide range of specialists; mental health and substance abuse providers; community and specialty hospitals; and laboratories.

To determine if your physician is in the network, call the Member Service toll-free telephone number on the back of your ID card, or log onto www.myhighmark.com.

Getting your care "through the network" also assures you get quality care. All physicians are carefully evaluated before they are accepted into the network. We consider educational background, office procedures and performance history to determine eligibility. Then we monitor care on an ongoing basis through office record reviews and patient satisfaction surveys.

Please note that while you or a family member can use the services, including behavioral health and well-woman care, of any network physician or specialist without a referral and receive the maximum coverage under your benefit program, you are encouraged to select a personal or primary care provider. This helps establish an ongoing relationship based on knowledge and trust and helps make your care consistent. Your personal provider can help you select an appropriate specialist and work closely with that specialist when the need arises. In addition, primary care providers or their covering physicians are on call 24/7.

Remember:

It is *your* responsibility to ensure that you receive network care. You may want to double-check any provider recommendations to make sure the doctor or facility is in the network.

How to Obtain Information Regarding Your Physician

To view information regarding your PCP or network specialist, visit your member website at www.myhighmark.com and click on "Find a Doctor" to start your search. Search for the physician, then click on the provider's name to view the following information:

- Name, address, telephone numbers
- Professional qualifications
- Specialty
- Medical school attended
- Residency completion
- Board certification status
- Hospital affiliations

In addition to this information, to obtain more information on network providers, you may call Member Service at the toll-free telephone number on the back of your ID card.

Eligible Providers

Eligible network providers include facilities, general practitioners, internists, obstetricians/gynecologists and a wide range of specialists.

Facility Providers

- Ambulatory surgical facility
- Birthing facility

- Freestanding dialysis facility
- Freestanding nuclear magnetic resonance facility/magnetic resonance imaging facility
- Home health care agency
- Hospice
- Hospital
- Outpatient substance abuse treatment facility
- Outpatient physical rehabilitation facility
- Outpatient psychiatric facility
- Pharmacy provider
- Psychiatric hospital
- Rehabilitation hospital
- Residential treatment facility
- Skilled nursing facility
- State-owned psychiatric hospital
- Substance abuse treatment facility

Professional Providers

- Audiologist
- Certified registered nurse*
- Chiropractor
- Clinical social worker
- Dentist
- Dietitian-nutritionist
- Licensed practical nurse
- Marriage and family therapist
- Nurse-midwife
- Occupational therapist
- Optometrist
- Physical therapist
- Physician
- Podiatrist
- Professional counselor
- Psychologist
- Registered nurse
- Respiratory therapist
- Speech-language pathologist
- Teacher of hearing impaired

Ancillary Providers:

- Ambulance service
- Clinical laboratory
- Diabetes prevention provider
- Home infusion therapy provider
- Independent diagnostic testing facility (IDTF)
- Suite infusion therapy provider
- Suppliers

Contracting Suppliers (for the sale or lease of):

- Durable medical equipment
- Supplies
- Orthotics
- Prosthetics

**Excluded from eligibility are registered nurses employed by a health care facility or by an anesthesiology group.*

Health Care Management

Medical Management

For your benefits to be paid under your program, services and supplies must be considered medically necessary and appropriate. However, not all medically necessary and appropriate services and supplies are covered under your program.

In addition to in-patient admission and care utilization processes described below, your program may require preauthorization for certain covered services and supplies described in this booklet (for example, advanced imaging services). In general, network providers in the Plan's service area (as defined in this booklet) are responsible for obtaining preauthorization for these covered services and supplies; however, ***you are responsible*** for obtaining preauthorization before you receive covered services or supplies from network providers located outside of the Plan's service area (out-of-area area network providers) or out-of-network providers. Therefore, it is important that you confirm Highmark's determination of medical necessity and appropriateness before obtaining covered services or supplies. If these services or supplies are determined not to be medically necessary and appropriate, then you may be responsible for the full amount of the provider's charge.

To determine whether a covered service or supply requires preauthorization, contact Member Services at the telephone number noted on the back of your ID card. This call starts the utilization review process when preauthorization is required. Once you have obtained preauthorization, please review it carefully so that you understand what services have been authorized and what providers are authorized to deliver the services that are subject to the preauthorization.

Highmark, or its designated agent, is responsible for determining whether care is medically necessary and provided in the appropriate setting.

A Highmark nurse will review your request for an inpatient admission to ensure it is appropriate for the treatment of your condition, illness, disease or injury, in accordance with standards of good medical practice, and the most appropriate supply or level of service that can safely be provided to you. When applied to hospitalization, this further means that you require acute care as an inpatient due to the nature of the services rendered for your condition and you cannot receive safe or adequate care as an outpatient.

Pre-Admission Certification

When you require inpatient facility care, benefits for covered services will be provided as follows:

In-Area Network Care

When you use a network facility provider for inpatient care for other than an emergency admission, the facility will contact Highmark prior to the proposed admission, or within 48 hours or as soon as reasonably possible after an emergency admission, to obtain precertification for the admission.

You will be held harmless whenever precertification for an admission is not obtained. If the admission is determined not to be medically necessary and appropriate, you will be held harmless, except when Highmark provides prior written notice to you that the admission will not be covered. In such case, you will be financially responsible for charges for that admission.

Out-of-Area Network Care

In the event of a proposed inpatient stay for other than an emergency admission to a network facility provider located out-of-area, the facility will contact Highmark prior to the proposed admission, or within 48 hours or as soon as reasonably possible after an emergency admission, to obtain precertification for the admission. ***You are also responsible*** for contacting Highmark at the toll-free number listed on the back of your ID card to confirm Highmark's determination of medical necessity and appropriateness.

If precertification for a medically necessary and appropriate inpatient admission has been obtained, benefits for covered services will be provided. If a network facility does not contact Highmark for precertification, the inpatient admission will be reviewed for medical necessity and appropriateness. **It is important that you confirm Highmark's determination of medical necessity and appropriateness. If your admission is determined not to be medically necessary and appropriate, you will be responsible for the full amount of the network facility provider's charge.**

If you elect to be admitted after receiving written notification from Highmark that any portion of the proposed admission is not medically necessary and appropriate, you will be financially responsible for all charges associated with that portion of care. In an emergency admission, if you elect to remain hospitalized

after receiving written notification Highmark that the level of care is no longer medically necessary and appropriate, you will be financially responsible for all charges from the date appearing on the written notification.

Out-of-area network providers are not obligated to abide by any determination of medical necessity and appropriateness rendered by Highmark. You may, therefore, receive services which are not medically necessary and appropriate for which you will be solely responsible.

Out-of-Network Care

In the event of a proposed inpatient stay for other than an emergency admission to an out-of-network facility provider, ***you are responsible*** for notifying Highmark prior to your proposed admission or within 48 hours or as soon as reasonably possible after an emergency admission. However, some facility providers will contact Highmark and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting Highmark for precertification. If not, you are responsible for contacting Highmark.

If precertification for a medically necessary and appropriate inpatient admission has been obtained, benefits for covered services will be provided. If you do not contact Highmark for precertification as required, the inpatient admission will be reviewed for medical necessity and appropriateness. **If your admission is determined not to be medically necessary and appropriate, you will be responsible for the full amount of the out-of-network facility provider's charge.**

If you elect to be admitted after receiving written notification from Highmark that any portion of the proposed admission is not medically necessary and appropriate, you will be financially responsible for all charges associated with that portion of care. In an emergency admission, if you elect to remain hospitalized after receiving written notification Highmark that the level of care is no longer medically necessary and appropriate, you will be financially responsible for all charges from the date appearing on the written notification.

Care Utilization Review Process

In order to assess whether care is provided in the appropriate setting, Highmark administers a care utilization review program comprised of prospective, concurrent and/or retrospective reviews. In addition, Highmark assists hospitals with discharge planning. These activities are conducted by a Highmark nurse

working with a medical director. Here is a brief description of these review procedures:

Prospective Review

Prospective review, also known as precertification or pre-service review, begins upon receipt of treatment information. Upon receipt and review of a precertification request from a provider, if Highmark determines that information is missing that is needed in order to make a decision, Highmark will notify the requesting provider that the information is missing. Highmark will identify the missing information with enough specificity so that the provider can submit the information needed to Highmark.

After receiving the request for care, Highmark:

- verifies your eligibility for coverage and availability of benefits;
- reviews diagnosis and plan of treatment;
- assesses whether care is medically necessary and appropriate;
 - makes a decision regarding the request, and if approved, authorizes care and assigns an appropriate length of stay for inpatient admissions

In making a decision regarding the precertification request, Highmark will consider medical policies, administrative policies, your relevant medical information, and medical or scientific evidence submitted by your provider.

Concurrent Review

Concurrent review may occur during the course of ongoing treatment and is used to assess the medical necessity and appropriateness of the length of stay and level of care. At the time of the review, Highmark will verify your eligibility for coverage and availability of benefits and assess whether the care is medically necessary and appropriate. In making a decision, Highmark will consider its medical policies, administrative policies, your relevant medical information, and medical or scientific evidence submitted by your provider.

Discharge Planning

Discharge planning is a process that begins prior to your scheduled hospital admission. Working with you, your family, your attending physician(s) and hospital staff, Highmark will help plan for and coordinate your discharge to

assure that you receive safe and uninterrupted care when needed at the time of discharge.

Outpatient Procedure or Covered Service Precertification

Precertification may be required to determine the medical necessity and appropriateness of certain outpatient procedures or covered services as determined by Highmark prior to the receipt of services.

In-Area Network Care

Network providers are responsible for the precertification of such procedure or covered service and you will not be financially responsible whenever certification for such procedure or covered service is not obtained by the network provider. If the procedure or covered service is deemed not to be medically necessary and appropriate, you will not be financially responsible, except when Highmark provides prior written notice to you that charges for the procedure or covered service will not be covered. In such case, you will be financially responsible for such procedure or covered service.

Out-of-Area Care

Whenever you utilize a network provider located out-of-area, it is your responsibility to first contact Highmark to confirm the medical necessity and appropriateness of such procedure or covered service. If you do not contact Highmark for certification, that procedure or covered service may be reviewed after it is received to determine medical necessity and appropriateness. If the procedure or covered service is determined to be medically necessary and appropriate, benefits will be paid in accordance with the plan. If the procedure or covered service is determined not to be medically necessary and appropriate, no benefits will be provided. In such case you will be financially responsible for the full amount of the charge of the network provider located out-of-area.

Out-of-Network Care

Whenever you utilize an out-of-network provider, it is your responsibility to first contact Highmark to confirm the medical necessity and appropriateness and/or obtain precertification of such procedure or covered service. If you do not contact Highmark for precertification, that procedure or covered service may be reviewed after it is received to determine medical necessity and appropriateness. If the procedure or covered service is determined to be medically necessary and appropriate, benefits will be paid in accordance with the plan. You will be financially responsible for the difference between what is covered by the plan and

the full amount of the out-of-network provider's charge. If such procedure or covered service is determined not to be medically necessary and appropriate, no benefits will be provided. In such case, you will be financially responsible for the full amount of the out-of-network provider's charge.

If you have any questions regarding procedures and services subject to precertification or Highmark's precertification determination of a procedure or service for medical necessity and appropriateness of certain outpatient procedures or covered services, you can contact Highmark via the toll-free Member Service telephone number located on the back of your ID card or check the member website.

Retrospective Review

Retrospective review may occur when a service or procedure has been rendered without the required precertification.

Case Management Services

Case Management is a voluntary program in which a case manager, with input from you and your health care providers, assists when you are facing and/or recovering from a hospital admission, dealing with multiple medical problems or facing catastrophic needs. Highmark case managers can provide educational support, assist in coordinating needed health care services, put you in touch with community resources, assist in addressing obstacles to your recovery such as benefit and caregiver issues and answer your questions.

Individual Case Management

Highmark shall provide such alternative benefits, in its sole discretion, only when, and for so long as, it determines that the services are medically necessary and appropriate, cost effective, and that the total benefits paid for such procedures/services do not exceed the total benefits to which you would otherwise be entitled to.

Highmark, in its sole discretion, reserves the right to limit access and/or modify benefit(s), regardless of the disease or condition, when Highmark identifies utilization patterns that could potentially result in harm to you or the public.

You can call and request case management services if you feel you need it by contacting Member Services at the telephone number listed on the back of your ID card.

Health Improvement Services and Support

From time to time, Highmark may directly or indirectly make available to you information and access to non-medical items, services and support programs designed to address underlying social and environmental factors that may impact your health status. Such information, items, services and support programs furnished directly by Highmark will be provided without charge and shall not alter the benefits provided under this program.

Selection of Providers

You have the option of choosing where and from whom to receive covered services. You may utilize a network provider or an out-of-network provider. However, covered services received from a network provider are usually provided at a higher level of benefits than those received from an out-of-network provider and certain non-emergency services may only be covered when rendered by a network provider. Please note that benefits for covered telemedicine services are only provided when such services are rendered by a designated telemedicine provider.

In the event you require non-emergency covered services that are not available within the network, Highmark may refer you to an out-of-network provider. You must notify Highmark prior to receiving a covered service from an out-of-network provider in order for Highmark to facilitate this arrangement. In such cases, services will be covered at the network services level so that you will not be responsible for any greater out-of-pocket amount than if services had been rendered by a network provider. You will not be responsible for any difference between Highmark's payment and the out-of-network provider's billed charge.

Precertification, Preauthorization and Pre-Service Claims Review Processes

The precertification, preauthorization and pre-service claims review processes information described below applies to both medical and prescription drug management.

Authorized Representatives

You have a right to designate an authorized representative to file or pursue a request for precertification or other pre-service claim on your behalf. Highmark reserves the right to establish reasonable procedures for determining whether an individual has been authorized to act on your behalf. Procedures adopted by

Highmark will, in the case of an urgent care claim, permit a physician or other professional health care provider with knowledge of your medical condition to act as your authorized representative.

Decisions Involving Requests for Precertification and Other Non-Urgent Care Pre-Service Claims

You will receive written notice of any decision on a request for precertification or other pre-service claim, whether the decision is adverse or not, within a reasonable period of time appropriate to the medical circumstances involved. That period of time will not exceed 15 days from the date Highmark receives the claim.

Decisions Involving Urgent Care Claims

If your request involves an urgent care claim, Highmark will make a decision on your request as soon as possible taking into account the medical exigencies involved. You will receive notice of the decision that has been made on your urgent care claim no later than 72 hours following receipt of the claim.

If Highmark determines in connection with an urgent care claim that you have not provided sufficient information to determine whether or to what extent benefits are provided under your coverage, your physician will be notified within 24 hours following Highmark's receipt of the claim of the specific information needed to complete your claim. Your physician will then be given not less than 48 hours to provide the specific information to Highmark. Highmark will thereafter notify you of its determination on your claim as soon as possible but not later than 48 hours after the earlier of (i) its receipt of the additional specific information, or (ii) the date Highmark informed your physician that it must receive the additional specific information.

Similarly, when your urgent care claim seeks to extend a previously approved course of treatment and that request is made at least 24 hours prior to the expiration of the previously approved course of treatment, Highmark will notify you of its decision as soon as possible, but no later than 24 hours following receipt of the request.

Notices of Determination Involving Precertification Requests and Other Pre-Service Claims

Any time your request for precertification or other pre-service claim is approved, you will be notified in writing that the request has been approved. If your request

for precertification or approval of any other pre-service claim has been denied, you will receive written notification of that denial which will include, among other items, the specific reason or reasons for the adverse benefit determination and a statement describing your right to file an internal appeal or request an external review.

For a description of your right to file an appeal concerning an adverse benefit determination involving a request for precertification or any other pre-service claim, see the Appeal Procedure subsection in the How to File a Claim section of this benefit booklet.

General Information

Who is Eligible for Coverage

*The following eligibility information applies **only** if your group provides coverage for dependents. Your group administrator can determine if you have dependent coverage.*

The group is responsible for determining if a person is eligible for coverage and for reporting such eligibility to Highmark. Highmark reserves the right to request, at any time, documentation relative to eligibility for coverage of any individual enrolled for coverage.

You may enroll your:

- Spouse under a legally valid existing marriage
- Children under 26 years of age, unless otherwise extended pursuant to applicable state or federal law, including:
 - Newborn children
 - Stepchildren
 - Children legally placed for adoption
 - Legally adopted children and children for whom the employee or the employee's spouse is the child's legal guardian
 - Children awarded coverage pursuant to an order of court

An eligible dependent child's coverage automatically terminates and all benefits hereunder cease on the day following the date the dependent reaches the limiting age or ceases to be an eligible dependent as indicated above, whether or not notice to terminate is received by Highmark.

- Unmarried children over age 26 who are not able to support themselves due to intellectual disability, physical disability, mental illness or developmental disability that started before age 26. Coverage automatically terminates and all benefits hereunder cease, except as otherwise indicated, on the day following the date on which the disability ceases, whether or not notice to terminate is received by Highmark.

*The following Domestic Partner provision applies **only** if your group provides coverage for this benefit. Your group administrator can determine if you are eligible for this coverage.*

- A domestic partner** shall be considered for eligibility as long as a domestic partnership (a voluntary relationship between two domestic partners) exists with you. In addition, the children of the domestic partner shall be considered for eligibility as if they were your children as long as the domestic partnership exists.

**"Domestic Partner" means a member of a domestic partnership consisting of two partners, each of whom has registered with a domestic partner registry in effect in the municipality/governmental entity within which the domestic partner currently resides, or who meets the definition of a domestic partner as defined by the state or local government where the individual currently resides or meets all of the following:

- Is unmarried, at least 18 years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time
- Is not related to the other partner by adoption or blood
- Is the sole domestic partner of the other partner and has been a member of this domestic partnership for the last six months
- Agrees to be jointly responsible for the basic living expenses and welfare of the other partner
- Meets (or agrees to meet) the requirements of any applicable federal, state, or local laws or ordinances for domestic partnerships which are currently enacted, or which may be enacted in the future

To be eligible for dependent coverage, proof that dependents meet the above criteria may be required.

Changes in Membership Status

In order for there to be consistent coverage for you and your dependents, you must keep your Employee Benefit Department informed about any address changes or changes in family status (births, adoptions, deaths, marriages, divorces, etc.) that may affect your coverage.

Medicare

If you or a dependent are entitled to Medicare benefits (either due to age or disability) your program will not duplicate payments or benefits provided under Medicare. However, your program may supplement the Medicare benefits, including the deductible and coinsurance not covered by Medicare, provided the services are eligible under your group's program. Contact your plan administrator for specific details.

Covered Active Employees Age 65 or Over

If you are age 65 or over and actively employed in a group with 20 or more members, you will remain covered under the program for the same benefits available to employees under age 65. As a result:

- the program will pay all eligible expenses first.
- Medicare will then pay for Medicare eligible expenses, if any, not paid for by the program.

- or -

Non-Covered Active Employees Age 65 or Over

If you are age 65 or over and actively employed, you may elect not to be covered under your program. In such a case, Medicare will be your only coverage. If you choose this option, you will not be eligible for any benefits under the program. Contact your plan administrator for specific details.

Spouses Age 65 or Over of Active Employees

If you are actively employed in a group with 20 or more employees, your spouse has the same choices for benefit coverage as indicated above for the employee age 65 and over.

Regardless of the choice made by you or your spouse, each one of you should apply for Medicare Part A coverage about three months prior to becoming age 65. If you elect to be covered under the program, you may wait to enroll for Medicare Part B. You will be able to enroll for Part B later during special enrollment periods without penalty.

Leave of Absence or Layoff

Upon your return to work following a leave of absence or layoff that continued beyond the period of your coverage, your group's program may, in some cases, allow you to resume your coverage. You should consult with your plan

administrator/employer to determine whether your group program has adopted such a policy.

Termination of Your Coverage Under the Employer Contract

Your coverage will be terminated when you cease to be eligible to participate under your group health plan in accordance with its terms and conditions for eligibility.

- It is understood that you have an affirmative obligation to notify the group or Highmark as soon as the domestic partnership has been terminated. Upon termination of the domestic partnership, coverage of the former domestic partner and the children of the former domestic partner will terminate at the end of the month the domestic partnership terminated.

College Tuition Reward Program

1. Highmark provides access to a College Tuition Reward Program ("Program") made available by SAGE CTB LLC ("Sage"). Sage represents and has agreements with a consortium of private colleges and universities that participate in the Program.
2. Participation in the Program is at the sole option of the member.
3. Members who wish to participate in the Program can earn college tuition reward points that can be converted into equivalent cash credits which may be applied to the tuition expenses that eligible students incur when attending Sage participating colleges and universities. Credits are earned and accumulate during the period in which the member is enrolled under this plan.
4. Information regarding Program details including a listing of participating colleges and universities will be provided by Sage.
5. Highmark makes no representations and assumes no liability in connection with the Program or its administration.

Force Majeure

No failure, delay or default in performance of any obligation of Highmark shall constitute an event of default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the reasonable control and not the result of the negligence of Highmark. Such events

include, by way of illustration and not limitation, Acts of God, war (declared or undeclared), government regulation, acts or inaction of governmental authority, civil or military authority, unforeseen disruptions caused by suppliers, subcontractors, vendors or carriers, terrorism, disaster, strikes, civil-disorder, curtailment of transportation facilities, fire, floods, blizzards, epidemics, pandemics, viral or communicable disease outbreaks, National Emergency, quarantines, disruption of the labor force and/or any other cause which is beyond the reasonable control of Highmark (hereinafter a "Force Majeure Event"), that makes it impossible, illegal or commercially impracticable for Highmark to perform its obligations in whole or in part.

Upon the occurrence of a Force Majeure Event, Highmark shall take action to minimize the consequences of the Force Majeure Event. If Highmark relies on any of the foregoing as an excuse for failure, default or delay in performance, it shall give prompt written notice to the group of the facts that constitute such Force Majeure Event, when it arose and when it is expected to cease.

Subrogation

As used in this booklet, "subrogation" refers to the Plan's right to seek payment and/or reimbursement from a person or organization responsible, or potentially responsible, for the Plan's payment of health care expenses you incurred in connection with an injury.

The Plan also has the right to seek payment and/or reimbursement from you if you receive a payment, settlement, judgment or award from a person, organization or insurance company in connection with an injury caused or alleged to be caused by the person or organization. The Plan has this right regardless of whether:

- liability is admitted by any potentially responsible person or organization;
- the payment, settlement, judgment or award you received identifies medical benefits provided by the Plan; or
- the payment, settlement, judgment or award is otherwise designated as "pain and suffering" or "non-economic damages" only.

The Plan shall have a first priority lien on the proceeds of any payment, settlement or award you receive in connection with an injury caused by a person or organization. The lien shall be in the amount of benefits paid on your behalf

regardless of whether you are made-whole for your loss or because you have incurred attorney fees or costs.

The Plan will provide eligible benefits when needed, but you may be asked to show, execute and/or deliver documents, or take other necessary actions to support the Plan in any subrogation efforts. Neither you nor any of your dependents shall do anything to prejudice the right given to the Plan by this Subrogation section without the Plan's consent.

A Recognized Identification Card

Carry your ID card with you at all times, destroy any previously issued cards, and show this card to the hospital, doctor, pharmacy, or other health care professional whenever you need medical care.

If your card is lost or stolen, please contact Member Service immediately. You can also request additional or replacement cards online by logging onto the website located on the back of your member ID card. It's illegal to lend your ID card to anyone who is not eligible to use your benefits.

Below is a sample of the type of information that will be displayed on your ID card:

- Your name and your dependent's name (when applicable)
- Identification number
- Group number
- Copayment for physician office visits and emergency room visits (if applicable)
- Pharmacy network logo (when applicable)
- Member Service toll-free number (on back of card)
- Member website
- Toll-free telephone number for out-of-network facility admissions (on back of card)
- Suitcase symbol

There is a logo of a suitcase on your ID card. This suitcase logo lets hospitals and doctors know that you are a member of a Blue Shield plan, and that you have access to Blue providers nationwide.

How to File a Claim

In most instances, hospitals and physicians will submit a claim on your behalf. If your claim is not submitted directly by the provider, you may be required to file the claim yourself.

If you have to file a claim, the procedure is simple. Just take the following steps:

Know Your Benefits. Review this information to see if the services you received are eligible under your medical program.

- **Get an Itemized Bill.** Itemized bills must include:
 - The name and address of the service provider
 - The patient's full name
 - The date of service or supply or purchase
 - A description of the service or supply
 - The amount charged
 - For a medical service, the diagnosis or nature of illness
 - For durable medical equipment, the doctor's certification
 - For private duty nursing, the nurse's license number, charge per day and shift worked, and signature of provider prescribing the service;
 - For ambulance services, the total mileage

Please note: If you've already made payment for the services you received, you must also submit proof of payment (receipt from the provider) with your claim form. Cancelled checks, cash register receipts or personal itemizations are not acceptable as itemized bills.

Copy Itemized Bills. You must submit originals, so you may want to make copies for your records. Once your claim is received, itemized bills cannot be returned.

- **Complete a Claim Form.** Make sure all information is completed properly, and then sign and date the form. *Claim forms can be downloaded from blog.highmarkhealth.org by entering "forms" in the search box. Claim forms are also available from your employee benefits department, or call the Member Service telephone number on the back of your ID card.*
- **Attach Itemized Bills to the Claim Form and Mail.** After you complete the above steps, attach all itemized bills to the claim form and mail everything to the address on the back of your ID card.

Remember: Multiple services or medications for the same family member can be filed with one claim form. However, a separate claim form must be completed for each member.

Your claims must be submitted no later than the end of the benefit period following the benefit period for which benefits are payable.

Your Explanation of Benefits Statement

When you submit a claim, you will receive an Explanation of Benefits (EOB) statement that lists:

- The provider's actual charge
- The allowable amount as determined by Highmark
- The copayment; deductible and coinsurance amounts, if any, that you are required to pay
- Total benefits payable
- The total amount you owe

In those instances when you are not required to submit a claim because, for example, the network provider will submit the bill as a claim for payment under its contract with Highmark, you will receive an EOB only when you are required to pay amounts other than your required copayment.

You can get your EOBs online. Simply register on your member website. Your EOB can also be mailed to you. If you do not owe a payment to the provider, you may not receive an EOB.

How to Voice a Complaint

In the event that you are dissatisfied with any aspect of your health care benefits or you have an objection regarding participating health care providers, coverage, operations or management policies, please contact Highmark via the toll-free Member Service telephone number located on the back of your ID card or by mail at the address listed below. Please include your identification and group numbers as displayed on your ID card.

Highmark Blue Shield
P.O. Box 226
Pittsburgh, PA 15222

A representative will review, research and respond to your inquiry as quickly as possible.

If the informal dissatisfaction process is not successful and does not meet your needs, you have the right to have your objection reviewed by our Member Grievance and Appeals Department. For details about how this process works, please refer to the Appeal Procedure section of this booklet or call Member Service at the number on your member ID card.

Fraud or Provider Abuse

If you think that a provider is committing fraud, please let us know. Examples of fraud include: Submitting claims for services that you did not get; Adding extra charges for services that you did not get; Giving you treatment for services you did not need. Please call the local state toll-free Fraud Hotline.

Additional Information on How to File a Claim

Member Inquiries

General inquiries regarding your eligibility for coverage and benefits do not involve the filing of a claim, and should be made by directly contacting the Member Service Department using the telephone number on your ID card.

Filing Benefit Claims

– *Authorized Representatives*

You have the right to designate an authorized representative to file or pursue a request for reimbursement or other post-service claim on your behalf.

Highmark reserves the right to establish reasonable procedures for determining whether an individual has been authorized to act on your behalf.

– *Requests for Precertification and Other Pre-Service Claims*

For a description of how to file a request for precertification or other pre-service claim, see the Precertification, Preauthorization and Pre-Service Claims Review Processes subsection in the Health Care Management section of this benefit booklet.

– *Requests for Reimbursement and Other Post-Service Claims*

When a hospital, physician or other provider submits its own reimbursement claim, the amount paid to that provider will be determined in accordance with the provider's agreement with Highmark or the local licensee of the Blue

Cross Blue Shield Association serving your area. Highmark will notify you of the amount that was paid to the provider. Any remaining amounts that you are required to pay in the form of a copayment, coinsurance or program deductible will also be identified in that EOB or notice. If you believe that the copayment, coinsurance or deductible amount identified in that EOB or notice is not correct or that any portion of those amounts are covered under your benefit program, you may file a claim with Highmark. For instructions on how to file such claims, you should contact the Member Service Department using the telephone number on your ID card.

Determinations on Benefit Claims

- ***Notice of Benefit Determinations Involving Requests for Precertification and Other Pre-Service Claims***

For a description of the time frames in which requests for precertification or other pre-service claims will be determined by Highmark and the notice you will receive concerning its decision, whether adverse or not, see the Precertification, Preauthorization and Pre-Service Claims Review Processes subsection in the Health Care Management section of this benefit booklet.

- ***Notice of Adverse Benefit Determinations Involving Requests for Reimbursement and Other Post-Service Claims***

Highmark will notify you in writing of its determination on your request for reimbursement or other post-service claim within a reasonable period of time following receipt of your claim. That period of time will not exceed 30 days from the date your claim was received. However, this 30-day period of time may be extended one time by Highmark for an additional 15 days, provided that Highmark determines that the additional time is necessary due to matters outside its control, and notifies you of the extension prior to the expiration of the initial 30-day post-service claim determination period. If an extension of time is necessary because you failed to submit information necessary for Highmark to make a decision on your post-service claim, the notice of extension that is sent to you will specifically describe the information that you must submit. In this event, you will have at least 45 days in which to submit the information before a decision is made on your post-service claim.

If your request for reimbursement or other post-service claim is denied, you will receive written notification of that denial which will include, among other items, the specific reason or reasons for the adverse benefit determination and a statement describing your right to file an appeal.

For a description of your right to file an appeal concerning an adverse benefit determination of a request for reimbursement or any other post-service claim, see the Appeal Procedure subsection below.

Appeal Procedure

Your benefit program maintains an appeal process involving two levels of review. At any time during the appeal process, you may choose to designate a representative to participate in the appeal process on your behalf. You or your representative shall notify Highmark in writing of the designation.

For purposes of the appeal process, "you" includes designees, legal representatives and, in the case of a minor, parent(s) entitled or authorized to act on your behalf.

Highmark reserves the right to establish reasonable procedures for determining whether an individual has been authorized to act on your behalf. Such procedures as adopted by Highmark shall, in the case of an urgent care claim, permit your physician or other provider of health care with knowledge of your medical condition to act as your representative.

At any time during the appeal process, you may contact the Member Service Department at the toll-free telephone number listed on your ID card to inquire about the filing or status of your appeal.

Initial Review

If you receive notification that a claim has been denied by Highmark, in whole or in part, or is not subject to legal prohibitions against balance billing, you may appeal the decision. Your appeal must be submitted not later than 180 days from the date you received notice from Highmark of the adverse benefit determination.

Upon request to Highmark, you may review all documents, records and other information relevant to the claim which is the subject of your appeal and shall have the right to submit or present additional evidence or testimony, which includes any written or oral statements, comments and/or remarks, documents, records, information, data or other material in support of your appeal.

A representative from the Appeal Review Department will review the initial appeal. The representative will be a person who was not involved in any previous adverse benefit determination regarding the claim that is the subject of your appeal and will not be the subordinate of any individual that was involved in any previous adverse benefit determination regarding the claim that is the subject of your appeal.

In rendering a decision on your appeal, the Appeal Review Department will take into account all evidence, comments, testimony, documents, records, and other information submitted by you without regard to whether such information was previously submitted to or considered by Highmark. The Appeal Review Department will also afford no deference to any previous adverse benefit determination regarding the claim that is the subject of your appeal.

In rendering a decision on an appeal that is based, in whole or in part, on medical judgment, including a determination of whether a requested benefit is medically necessary and appropriate or experimental/investigative, the Appeal Review Department will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional will be a person who was not involved in any previous adverse benefit determination regarding the claim that is the subject of your appeal and will not be the subordinate of any person involved in a previous adverse benefit determination regarding the claim that is the subject of your appeal.

Your appeal will be promptly investigated and Highmark will provide you with written notification of its decision within the following time frames:

- When the appeal involves a non-urgent care pre-service claim, within a reasonable period of time appropriate to the medical circumstances not to exceed 30 days following receipt of the appeal;
- When the appeal involves an urgent care claim, as soon as possible taking into account the medical exigencies involved but not later than 72 hours following receipt of the appeal; or
- When the appeal involves a post-service claim, within a reasonable period of time not to exceed 30 days following receipt of the appeal.

In the event Highmark renders an adverse benefit determination on your appeal, the notification shall include, among other items, the specific reason or reasons for the adverse benefit determination, the procedure for appealing the decision and, in the case of an adverse benefit determination involving a pre-service claim, a statement regarding your right to request an external review or pursue legal action in accordance with §502 of the Employee Retirement Income Security Act of 1974 (ERISA).

Your decision to proceed with a second level review of a pre-service claim (other than an urgent care claim, which involves one level of review) is voluntary. In other words, you are not required to pursue the second level review of a pre-service claim before pursuing a claim for benefits in court under § 502 of ERISA. Should you elect to pursue the second level review before filing a claim for benefits in court, your benefit program:

- Will not later assert in a court action under § 502 of ERISA that you failed to exhaust administrative remedies (i.e. that you failed to proceed with a second level review) prior to the filing of the lawsuit;
- Agrees that any statute of limitations applicable to the claim for benefits under § 502 of ERISA will not commence (i.e. run) during the second level review; and
- Will not impose any additional fee or cost in connection with the second level review.

If you have further questions regarding second level reviews of pre-service claims, you should contact Member Service using the telephone number on your ID card.

Second Level Review

If you are dissatisfied with the decision following the initial review of your appeal, you may request to have the decision reviewed by your plan administrator. The request to have the decision reviewed must be submitted in accordance with procedures established for your benefit program.

External Review

You have four months from the date you receive notice of a final Highmark adverse benefit determination to file a request for an external review with

Highmark. Note that for pre-service claims, the four month period begins to run from the date you received Highmark's first-level adverse benefit determination.

To be eligible for external review, the decision of Highmark must have involved (i) a claim that was denied involving medical judgment, including, application of Highmark's requirements as to medical necessity, appropriateness, health care setting, level of care, effectiveness of a covered service or a determination that the treatment is experimental or investigational; (ii) a claim that Highmark has concluded is not subject to legal prohibitions against balance billing; or (iii) a determination made by your plan administrator to rescind your coverage.

In the case of a denied claim, the request for external review may be filed by either you or a health care provider with your written consent in the format required by or acceptable to Highmark. The request for external review should include any reasons, material justification and all reasonably necessary supporting information as part of the external review filing.

Preliminary Review

Highmark will conduct a preliminary review of your external review request within five business days following the date on which Highmark receives the request. Highmark's preliminary review will determine whether:

- You were covered by your plan at all relevant times;
- The adverse benefit determination relates to your failure to meet your plan's eligibility requirements;
- You exhausted the above-described appeal process; and
- You submitted all required information or forms necessary for processing the external review.

Highmark will notify you of the results of its preliminary review within one business day following its completion of the review. This will include our reasons regarding the ineligibility of your request, if applicable, and will further provide you with contact information for the Employee Benefits Security Administration. If your request is not complete, Highmark's notification will describe the information or materials needed to make the request complete. You will then have the balance of the four month filing period or, if later, 48 hours from receipt of the notice, to perfect your request for external review; whichever is later.

In the event that the external review request is complete but not eligible for external review, notification by Highmark will include the reasons why the request is ineligible for external review and contact information that you may use to receive additional information and assistance.

Referral to an Independent Review Organization (IRO)

Highmark will, randomly or by rotation, select an IRO to perform an external review of your claim if your request is found acceptable after preliminary review. The IRO will be accredited by a nationally-recognized accrediting organization. Within five business days thereafter, Highmark will provide the IRO with documents and information we considered when making our final adverse benefit determination. The IRO may reverse Highmark's final adverse benefit determination if the documents and information are not provided to the IRO within the five-day time frame.

The IRO will timely notify you in writing of your eligibility for the external review and will provide you with at least 10 business days following receipt of the notice to provide additional information.

The IRO will review all information and documents that are timely received. In reaching its decision, the IRO will review your claim *de novo*. In other words, the IRO will not be bound by any decisions or conclusions reached during the above-described appeal process.

The assigned IRO must provide written notice of its final external review decision within 45 days after the IRO received the request for the external review. The IRO will deliver its notice of final external review decision to you and Highmark. The IRO's notice will inform you of:

- The date it received the assignment to conduct the review and the date of its decision;
- References to the evidence or documentation, including specific coverage provisions and evidence-based standards, considered in reaching its decision;
- A discussion of the principal reason(s) for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
- A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either you or your plan;

- A statement that judicial review may be available to you; and
- Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under Section 2793 of the Public Health Service Act.

Coverage or payment for the requested benefits will be paid immediately upon Highmark's receipt of the IRO's notice of a final external review decision from the IRO that reverses Highmark's prior final internal adverse benefit determination.

Expedited External Review (Applies to Urgent Care Claims Only)

You are entitled to the same procedural rights to an external review as described above on an expedited basis:

- If the final adverse benefit determination involves a medical condition for which the time frame for completion of an expedited internal appeal would seriously jeopardize your life or your health or would jeopardize your ability to regain maximum function and you filed a request for an expedited internal appeal; or
- Following a final internal adverse benefit determination, if you have a medical condition where the time frame for completion of a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function, or the final internal adverse benefit determination concerns an admission, availability of care, continued stay, or health care item or service for which you received emergency services, but you have not been discharged from the facility rendering the emergency services.

In the above circumstances, Highmark will immediately conduct a preliminary review and will immediately notify you of our reasons regarding the ineligibility of your request, if applicable, and will further provide you with contact information for the Employee Benefits Security Administration. If your request is not complete, Highmark's notification will describe the information or materials needed to make the request complete. You will then have 48 hours from receipt of the notice, to perfect your request for external review.

Referral to an Independent Review Organization (IRO)

Highmark will, randomly or by rotation, select an IRO to perform an external review of your claim if your request is found acceptable after preliminary review. The IRO will be accredited by a nationally-recognized accrediting organization.

Thereafter, Highmark will immediately provide the IRO with documents and information we considered when making our final adverse benefit determination via the most expeditious method (e.g., electronic, facsimile, etc.).

The IRO will review all information and documents that are timely received. In reaching its decision, the IRO will review your claim *de novo*. In other words, the IRO will not be bound by any decisions or conclusions reached during the above-described appeal process.

The assigned IRO must provide notice of its final external review decision as expeditiously as possible, but in no event more than 72 hours from the time the IRO received the request for the external review. The IRO must provide written notice of its final external review decision to you and to Highmark, if not originally in writing, within 48 hours of its original decision. The IRO's written notice will inform you of:

- The date it received the assignment to conduct the review and the date of its decision;
- References to the evidence or documentation, including specific coverage provisions and evidence-based standards, considered in reaching its decision;
- A discussion of the principal reason(s) for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
- A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either you or your plan;
- A statement that judicial review may be available to you; and
- Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under Section 2793 of the Public Health Service Act.

Coverage or payment for the requested benefits will be paid immediately upon Highmark's receipt of the IRO's notice of a final external review decision from the IRO that reverses Highmark's prior final internal adverse benefit determination.

Member Service

When you have questions about a claim, benefits or coverage, our Member Service Representatives are here to help you. Just call Member Service at the toll-free number on your member ID card or log in to your Highmark member website at www.myhighmark.com. For TTY/TDD hearing impaired service, please dial 711 and the number on the back of your ID card.

As a Highmark member, you have access to a wide range of readily available health education tools and support services, all geared to help you "Have a Greater Hand in Your Health."

Blues On Callsm - 24/7 Health Decision Support

Just call **1-888-BLUE-428 (1-888-258-3428)** to be connected to a specially-trained wellness professional. You can talk to a Health Coach whenever you like, any time of the day, any day of the week.

Health Coaches are specially-trained registered nurses, dietitians and respiratory therapists who can help you make more informed health care and self-care (when appropriate) decisions. They can assist with a health symptom assessment, provide health-related information, and discuss your treatment options. Please be assured that your discussions with your Health Coach are kept strictly confidential.

Help with common illnesses, injuries and questions

Health Coaches can address any health topic that concerns you:

- Everyday conditions, such as a rash, an earache or a sprain
- A recent diagnosis you've received
- A scheduled medical test
- Planned surgery or other medical procedure
- Questions to ask your doctor at your next appointment
- How to care for a child or elder

You don't have to be ill to talk to a Health Coach. Call to learn about programs and other resources available to help you manage:

- Stress
- Personal nutrition
- Weight management
- Physical activities

- Insomnia
- Depression

Help with chronic conditions

If you have diabetes, asthma, congestive heart failure, chronic obstructive pulmonary disease or coronary artery disease, you need to manage your condition every day in order to stay healthy and avoid hospital stays. That means keeping track of medications, tests, doctor appointments and your diet. Your Blues On Call Health Coach can help you work more closely with your doctor and get more involved in taking good care of yourself.

You can even establish a relationship with a specific Health Coach and schedule time to talk about your concerns and conditions.

myCare Navigatorsm - 24/7 Health Advocate Support

Getting the right care and finding the right doctor and wellness services for you and your family is now as quick and easy as calling myCare Navigator at **1-888-BLUE-428**.

Your dedicated health advocate can help you and your family members:

- locate a primary care provider or get an appointment with a hard-to-reach specialist;
- get your medical records transferred;
- get a second opinion;
- understand your health care options;
- locate wellness resources, such as services for your special needs child or quality elder care for a parent; or
- handle billing questions and make the most of your care dollars.

Get the help you need to navigate the health care system easily and effectively. The same number that connects you to Blues On Call now connects you to your health advocate, myCare Navigator. So call **1-888-BLUE-428** for *total* care support!

Highmark Website

As a Highmark member, you have a wealth of health information at your fingertips. It's easy to access all your online offerings. Whether you are looking for a health care provider or managing your claims...want to make informed

health care decisions on treatment options, or lead a healthier lifestyle, Highmark can help with online tools and resources.

Go to www.myhighmark.com. Then click on the Members tab and log in to your home page to take advantage of all kinds of programs and resources to help you understand your health status, including an online Wellness Profile. Then, take steps toward real health improvement.

Baby Blueprints®

If You Are Pregnant, Now Is the Time to Enroll in Baby Blueprints

If you are expecting a baby, this is an exciting time for you. It's also a time when you have many questions and concerns about your health and your developing baby's health.

To help you understand and manage every stage of pregnancy and childbirth, Highmark offers the Baby Blueprints Maternity Education and Support Program.

By enrolling in this free program, you will have access to online information on all aspects of pregnancy and childbirth. Baby Blueprints will also provide you with personal support from a women's health specialist available to you throughout your pregnancy.

Easy Enrollment

Just call toll-free at 1-866-918-5267. You can enroll at any time during your pregnancy.

Member Rights and Responsibilities

Your participation in your health care program is vital to maintaining quality in your program and services. Your importance to this process is reflected in the following statement of principles.

You have the right to:

1. Receive information about your group health plan, its practitioners and providers, and your rights and responsibilities.
2. Be treated with respect and recognition of your dignity and right to privacy.
3. Participate with practitioners in decision-making regarding your health care. This includes the right to be informed of your diagnosis and treatment plan in terms that you understand and participate in decisions about your care.
4. Have a candid discussion of appropriate and/or medically necessary treatment options for your condition(s), regardless of cost or benefit coverage. Highmark does not restrict the information shared between practitioners and patients and has policies in place, directing practitioners to openly communicate information with their patients regarding all treatment options regardless of benefit coverage.
5. Voice a complaint or file an appeal about Highmark or the care provided and receive a reply within a reasonable period of time.
6. Make recommendations regarding the Highmark Members' Rights and Responsibilities policies.

You have a responsibility to:

1. Supply to the extent possible, information that the organization needs in order to make care available to you, and that its practitioners and providers need in order to care for you.
2. Follow the plans and instructions for care that you have agreed on with your practitioners.
3. Communicate openly with the physician you choose. Ask questions and make sure you understand the explanations and instructions you are given, and participate in developing mutually agreed upon treatment goals. Develop a relationship with your doctor based on trust and cooperation.

How We Protect Your Right to Confidentiality

We have established policies and procedures to protect the privacy of our members' protected health information ("PHI") in all forms, including PHI given verbally, from unauthorized or improper use. Some of the ways we protect your

privacy include not discussing PHI outside of our offices, e.g., in hallways, elevators, as well as verifying your identity before we discuss PHI with you over the phone. As permitted by law, we may use or disclose protected health information for treatment, payment and health care operations, such as: claims management, routine audits, coordination of care, quality assessment and measurement, case management, utilization review, performance measurement, customer service, credentialing, medical review and underwriting. With the use of measurement data, we are able to manage members' health care needs, even targeting certain individuals for quality improvement programs, such as health, wellness and disease management programs.

If we ever use your protected health information for non-routine uses, we will ask you to give us your permission by signing a special authorization form, except with regard to court orders and subpoenas.

You have the right to access the information your doctor has been keeping in your medical records, and any such request should be directed first to your network physician.

You benefit from the many safeguards we have in place to protect the use of data we maintain. This includes requiring our employees to sign statements in which they agree to protect your confidentiality, using computer passwords to limit access to your protected health information, and including confidentiality language in our contracts with physicians, hospitals, vendors and other health care providers.

Our Privacy Department reviews and approves policies regarding the handling of confidential information.

Recognizing that you have a right to privacy in all settings, we even inspect the privacy of examination rooms when we conduct on-site visits to physicians' offices. It's all part of safeguarding the confidentiality of your protected health information.

Terms You Should Know

*The following terms apply **only** if your group provides coverage for this benefit. Depending on your health care program not all terms may apply. Your group administrator can determine if you are eligible for this coverage. Please refer to the Schedule of Benefits section of this booklet.*

Ambulatory Surgical Facility - A facility provider, with an organized staff of physicians, which is licensed as required by the state and which, for compensation from its patients:

- a. has permanent facilities and equipment for the primary purpose of performing surgical procedures on an Outpatient basis;
- b. provides treatment by or under the supervision of physicians and nursing services whenever the patient is in the facility;
- c. does not provide inpatient accommodations; and
- d. is not, other than incidentally, a facility used as an office or clinic for the private practice of a professional provider.

Approved Clinical Trial - 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 that has been federally funded, authorized or approved by one of the following:

- e. The National Institutes of Health (NIH), including the National Cancer Institute (NCI);
- f. The United States Food and Drug Administration (FDA) in the form of an investigational new drug (IND) exemption;
- g. The United States Department of Defense (DOD);
- h. The United States Department of Veterans Affairs (VA);
- i. The Centers for Disease Control and Prevention (CDC);
- j. The Agency for Healthcare Research and Quality (AHRQ);
- k. The Centers for Medicare and Medicaid Services (CMS)
- l. The Department of Energy; or
- m. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support.

Highmark may, at its discretion, approve other clinical trials that do not satisfy the above criteria.

Assisted Fertilization - Any method used to enhance the possibility of conception through retrieval or manipulation of the sperm or ovum. This includes, but is not limited to, Artificial Insemination, In Vitro Fertilization (IVF), Gamete Intra-Fallopian Transfer (GIFT), Zygote Intra-Fallopian Transfer (ZIFT), Tubal Embryo Transfer (TET), Peritoneal Ovum Sperm Transfer, Zona Drilling, and sperm microinjection.

Benefit Period - The specified period of time during which charges for covered services must be incurred in order to be eligible for payment by your program. A charge shall be considered incurred on the date you receive the service or supply for which the charge is made.

Blues On Call (Health Education and Support Program) - A program administered by the designated agent through which you receive health education and support services, including assistance in the self-management of certain health conditions.

Board-Certified - A designation given to those physicians who, after meeting strict standards of knowledge and practices, are certified by the professional board representing their specialty.

Claim – A request for precertification, preauthorization or prior approval of a covered service or for the payment or reimbursement of the charges or costs associated with a covered service. Claims include:

- **Pre-Service Claim** – A request for precertification, preauthorization or prior approval of a covered service which under the terms of your coverage must be approved before you receive the covered service.
- **Urgent Care Claim** – A pre-service claim which, if decided within the time periods established for making non-urgent care pre-service claim decisions, could seriously jeopardize your life, health or ability to regain maximum function or, in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the service. Whether a request

involves an urgent care claim will be determined by your attending physician or provider.

- **Post-Service Claim** – A request for payment or reimbursement of the charges or costs associated with a covered service that you have received.

Covered Services - A service or supply specified by your program which is eligible for payment when rendered by a provider.

Custodial Care - Care provided primarily for maintenance of the patient or which is designed essentially to assist the patient in meeting the activities of daily living and which is not primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition. Multiple non-skilled nursing services/non-skilled rehabilitation services in the aggregate do not constitute skilled nursing services/skilled rehabilitation services. Custodial care includes, but is not limited to, help in walking, bathing, dressing, feeding, preparing special diets and supervising the administration of medications not requiring skilled nursing services/skilled rehabilitation services provided by trained and licensed medical personnel.

Designated Agent - An entity that has contracted, either directly or indirectly, with your health care program to perform a function and/or service in the administration of this program. Such function and/or service may include, but is not limited to, medical management and provider referral.

Designated Telemedicine Provider - a professional provider, licensed where required and performing within the scope of such licensure, who has an agreement with a vendor that has contracted with the plan to provide medical services, including telemedicine services.

Detoxification Services (Withdrawal Management Services) - Inpatient and outpatient services for the treatment of withdrawal from alcohol or drugs. Inpatient services must include twenty-four hour nursing care and physician oversight.

Diabetes Prevention Program - A 12-month program using curriculum approved by the Centers for Disease Control to deliver a prevention lifestyle intervention for those at high risk of developing type 2 diabetes. The program

includes behavioral and motivational content focusing on moderate changes in both diet and physical activity.

Diabetes Prevention Provider - An entity that offers a diabetes prevention program.

Emergency Care Services - The treatment of bodily injuries resulting from an accident, or following the sudden onset of a medical condition, or following, in the case of a chronic condition, a sudden and unexpected medical event that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

- placing your health or, with respect to a pregnant member, the health of the member or the unborn child in serious jeopardy;
- causing serious impairment to bodily functions; and/or
- causing serious dysfunction of any bodily organ or part

and for which care is sought as soon as possible after the medical condition becomes evident to you.

Exclusions - Services, supplies or charges that are not covered by your program.

Experimental/Investigative - The use of any treatment, service, procedure, facility, equipment, drug, device or supply (intervention) which is not determined to be medically effective for the condition being treated. An intervention is considered to be experimental/investigative if: the intervention does not have Food and Drug Administration (FDA) approval to be marketed for the specific relevant indication(s); or, available scientific evidence does not permit conclusions concerning the effect of the intervention on health outcomes; or, the intervention is not proven to be as safe and as effective in achieving an outcome equal to or exceeding the outcome of alternative therapies; or, the intervention does not improve health outcomes; or, the intervention is not proven to be applicable outside the research setting. If an intervention, as defined above, is determined to be experimental/investigative at the time of the service, it will not receive retroactive coverage, even if it is found to be in accordance with the above criteria at a later date.

Explanation of Benefits (EOB) - This is the statement you'll receive from Highmark after your claim is processed. It lists: the provider's charge, allowable amount, copayment, deductible and coinsurance amounts, if any, you're required to pay; total benefits payable; and total amount you owe.

Immediate Family - Your spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, stepparent, stepbrother or stepsister.

Infertility - The medically documented inability to conceive with unprotected sexual intercourse between partners of the opposite biological sex for a period of at least 12 months. The inability to conceive may be due to either partner.

Inpatient - A member who is a registered bed patient in a hospital or skilled nursing facility and for whom a room and board charge is made.

Intensive Outpatient Program - A time-limited, separate and distinct outpatient program that includes individual therapy, family therapy, group therapy and medication management following an individualized treatment plan. Participation in an Intensive Outpatient Program may involve two (2) or more hours of programming a week. The program may be offered during the day or evening hours and can be a step-down from a higher level of care or a step-up to prevent the need for a higher level of care. The goals of an Intensive Outpatient Program are to prevent or reduce the need for inpatient hospitalization and to reduce or stabilize symptoms and functional impairment of a psychiatric or co-occurring substance use disorder. Medically necessary treatment is provided within a structured therapeutic milieu.

Maximum - The greatest amount payable by the program for covered services. This could be expressed in dollars, number of days, or number of services for a specified period of time. There are two types of maximums:

Program Maximum - The greatest amount payable by the program for all covered services.

Benefit Maximum - The greatest amount payable by the program for a specific covered service.

Medically Necessary and Appropriate (Medical Necessity and Appropriateness)

- Services, medications or supplies that a provider, 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: (i) in accordance with generally accepted standards of medical practice; and (ii) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and (iii) not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service, sequence of services or site of service at least as likely to produce equivalent therapeutic or diagnostic results given the nature of the patient's diagnosis, treatment, illness, injury or disease, the severity of the patient's symptoms, or other clinical criteria.

Highmark reserves the right, utilizing the criteria set forth in this definition, to render the final determination as to whether a service, medication or supply is medically necessary and appropriate. No benefits hereunder will be provided unless Highmark determines that the service, medication or supply is medically necessary and appropriate.

Medicare Eligible Expenses - Expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary and appropriate by Medicare. If this program provides for benefits not covered by Medicare, Highmark reserves the right to determine whether such benefits are medically necessary and appropriate.

Network - Depending on where you receive services, the network is designated as one of the following:

- **Highmark Blue Shield Participating Facility Provider Network** - all Highmark Blue Shield participating facility providers that have entered into an agreement, either directly or indirectly, with Highmark.
- **PremierBlue Shield Preferred Professional Provider Network** - all PremierBlue Shield Preferred Professional providers who have an agreement, either directly or indirectly, with Highmark.

- **Highmark Managed Care Network** - all Highmark managed care facility providers and professional providers who have an agreement, either directly or indirectly, with Highmark Inc.

Network Provider - An ancillary provider, professional provider or facility provider who has entered into an agreement, either directly or indirectly, with Highmark or with any licensee of the Blue Cross Blue Shield Association located out-of-area, pertaining to payment as a participant in your network for covered services rendered to a member.

Network Service - A service, treatment or care that is provided by a network provider.

Office Based Opioid Treatment Program - An outpatient treatment program for the treatment of opioid use disorder. The program is also known as medication assisted treatment.

Opioid Treatment Program - An outpatient treatment program for the treatment of severe opioid use disorder. The program consists of daily or several times weekly medication and counseling available to maintain stability for those with severe opioid use disorder.

Out-of-Area - The geographic area outside the Plan Service Area and outside the Highmark Managed Care Network Service Area.

Partial Hospitalization - The provision of medical, nursing, counseling or therapeutic mental health care services or substance abuse services on a planned and regularly scheduled basis in a facility provider designed for a patient or client who would benefit from more intensive services than are generally offered through outpatient treatment but who does not require inpatient care.

Partial Hospitalization Program - A time-limited, outpatient treatment program that is offered in the day or evening hours for a minimum of four (4) hours per day, three (3) days per week. A Partial Hospitalization Program is a less restrictive alternative to inpatient hospitalization for individuals presenting with acute symptoms of a severe psychiatric disorder who cannot be effectively or safely treated in a lower level of care, and would otherwise require inpatient treatment. The goals of a Partial Hospitalization Program are to prevent or reduce

the need for inpatient hospitalization or re-hospitalization following discharge from inpatient treatment and to reduce or stabilize symptoms and functional impairment of a psychiatric or co-occurring substance use disorder. Medically necessary treatment is provided within a structured therapeutic milieu.

Plan Allowance - The amount used to determine payment by the Plan for covered services provided to you and to determine your liability. Plan allowance is based on the type of provider who renders such services or as required by law.

In the case of a network provider, the plan allowance is the contractual allowance for covered services rendered by a network provider in a specific geographic region. A listing of network providers is found in the provider directory.

In the case of an out-of-network provider located in-area, the plan allowance shall be based on an adjusted contractual allowance for like services rendered by a network provider in the same geographic region, or as required by law.

In the case of a provider located out-of-area, the plan allowance shall be determined based on prices received from local licensees of the Blue Cross Blue Shield Association in accordance with Highmark's participation in the Inter-Plan Arrangements section as described in the How Your Health Care Program Works section of this booklet. Except as set forth in the Transplant Services section, when you receive non-emergency services from a BlueCard participating provider or through Blue Cross Blue Shield Global® Core, all benefits for such covered services will be provided at the out-of-network level of benefits. A BlueCard participating provider or a provider rendering services through Blue Cross Blue Shield Global® Core will accept the plan allowance, plus any member liability, as payment in full for covered services. When you receive non-emergency services from a BlueCard non-participating provider, all benefits for such covered services will be provided at the out-of-network level of benefits and you will be responsible for any difference between Highmark's payment and the provider's billed charges.

In-Network Benefits

When covered medical services are received from a network provider, then the plan allowance is determined in accordance with the provider's contract with Highmark or on prices received from local licensees of the Blue Cross Blue Shield Association in accordance with your health care program's participation in the

BlueCard program described in the How Your Health Care Program Works section of this booklet.

Out-of-Network Benefits

When covered medical services are received from an out-of-network provider as described below, the plan allowance is determined as follows:

Non-Emergency Services Received at Certain In-Network Facilities from Out-of-Network Physicians

For non-emergency covered medical services received at certain in-network facilities from out-of-network physicians when such services are either ancillary, or non-ancillary that have not satisfied the notice and consent criteria required by federal law, the plan allowance may be based on the (i) the reference price (as defined below) if out of area; (ii) the recognized amount (as defined below); (iii) the amount agreed to by the out-of-network provider and Highmark; or (iv) the amount determined by Independent Dispute Resolution (IDR).

For the purpose of this preceding, "certain In-network facilities" are limited to a hospital, a hospital outpatient department, a critical access hospital, an ambulatory surgical center, and any other facility specified under federal law and regulation.

Emergency Services Provided by an Out-of-Network Provider

For emergency services provided by an out-of-network provider, the plan allowance is based on one of the following in the order listed below as applicable: (i) the reference price (as defined below) if out-of-area; (ii) recognized amount (as defined below) if out of area; (iii) the amount agreed to by the out-of-network provider and Highmark; or (iv) the amount determined by Independent Dispute Resolution (IDR).

Air Ambulance Transportation Provided by an Out-of-Network Provider

For Air Ambulance transportation provided by an out-of-network provider, the plan allowance is based on one of the following in the order listed below as applicable: (i) the recognized amount (as defined below); (ii) the amount subsequently agreed to by the out-of-network provider and Highmark; or (iii) the amount determined by Independent Dispute Resolution (IDR).

In All Other Cases

If you receive covered medical services from an out-of-network provider, the plan allowance for an out-of-network provider located in the Highmark service area is based on an adjusted contractual allowance for like services rendered by a network provider in the same geographic region. You will be responsible for any difference between the provider's billed charges and your program's payment.

The plan allowance for an out-of-area network state-owned psychiatric hospital is what is required by law.

When covered medical services are received from an out-of-network provider outside of the Highmark service area, the plan allowance may be determined on the basis of the reference price (as defined below) or on prices received from local licensees of the Blue Cross Blue Shield Association in accordance with your health care program's participation in the BlueCard program described in the How Your Health Care Program Works section of this booklet.

Recognized Amount* – Except as otherwise provided, the plan allowance and the amount which coinsurance and applicable deductible is based on for covered medical services when provided by: (i) out-of-network emergency service providers; and (ii) non-emergency service received at certain in-network facilities by non-network providers, when such services are either ancillary or non-ancillary provider services that have not satisfied the notice and consent criteria under federal law and regulation. For the purpose of this definition, "certain facilities" are limited to a hospital (a hospital outpatient department, a critical access hospital, an ambulatory surgical center), as defined in federal law and regulation. The Recognized Amount is based on: (i) an all-payer model agreement, if adopted; (ii) state law; or (iii) the lesser of the qualifying payment amount as determined by Highmark (or the local licensee of the Blue Cross Blue Shield Association when the claim is incurred outside of the Highmark service area) under applicable law and regulation, or the amount billed by the provider or facility.

The recognized amount for air ambulance services provided by an out-of-network provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law and regulation or the amount billed by the air ambulance service provider.

Reference Price – means a percentage of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic market. When a rate is not published by CMS for the service, Highmark uses the price determined by a nationally recognized database or if no such price available, then 50% off billed charges.

Precertification (Preauthorization) - The process through which medical necessity and appropriateness of inpatient admissions, services or place of services is determined by Highmark prior to or after an admission or the performance of a procedure or service.

Preferred Provider Organization (PPO) Program - A program that does not require the selection of a primary care provider, but is based on a provider network made up of physicians, hospitals and other health care facilities. Using this provider network helps assure that you receive maximum coverage for eligible services.

Primary Care Provider (PCP) - A physician whose practice is limited to family practice, general practice, internal medicine or pediatrics, or a certified registered nurse practitioner each of whom has an agreement with Highmark pertaining to payment as a network participant and has specifically contracted with Highmark to: a) be designated as a PCP; b) supervise, coordinate and provide specific basic medical services to you; and c) maintain continuity of patient care.

Residential Treatment Facility - A licensed psychiatric residential facility that provides medical monitoring and twenty-four hour individualized treatment to a group of individuals. The treatment is provided by paid staff unrelated to the individual.

A residential treatment program must provide the following:

- a. Awake adult supervision twenty-four hours per day;
- b. Clinical assessment at least once a day;
- c. Individual, group, or family therapy at least three times per week;
- d. Medical history and physical examination of patient within six months prior to admission or within thirty days after admission;

- e. Review of patient's current medication(s) initiated within twenty-four hours;
- f. Initiation of a multidisciplinary treatment plan within one week;
- g. Nursing staff on-site or on-call twenty-four hours per day;
- h. Parent training for patient's/guardians or family if return to family is expected;
- i. Discharge planning initiated within twenty-four hours;
- j. Psychiatric evaluation/updated (initial within one business day, updates at least once a week);
- k. Psychosocial assessment and substance evaluation within forty-eight hours;
- l. School or vocational program as per the clinical needs and/or age of the patient; and
- m. Toxicology screen, quantitative drug analysis, self-help, 12-step, or education group as needed.

Routine Patient Costs - Costs associated with covered services furnished when participating in an Approved Clinical Trial and that Highmark has determined are medically necessary and appropriate. Such costs do not include:

- the costs of investigational drugs or devices themselves;
- the costs of non-health services required by you when receiving treatments or interventions in the course of participating in an Approved Clinical Trial (e.g. transportation, lodging, meals and other travel expenses);
- items or services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of you; and
- a service clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Specialist - A physician, other than a primary care provider, whose practice is limited to a particular branch of medicine or surgery.

Specialist Virtual Visit - A real-time office visit with a specialist at a remote location, conducted via interactive audio and streaming video telecommunications.

Telemedicine Service - A real time interaction between you and a designated telemedicine provider conducted by means of telephonic or audio

and video telecommunications system, for the purpose of providing specific outpatient medical care services.

Urgent Care Center - A formally structured hospital-based or freestanding full-service, walk-in health care clinic, outside of a hospital-based emergency room, that is open twelve hours a day, Monday through Friday and eight hours a day on Saturdays and Sundays, that primarily treats patients who have an injury or illness that requires immediate care, but is not serious enough to warrant a visit to an emergency room. An urgent care center can also provide the same services as a family physician or primary care provider, such as treatment of minor illnesses and injuries, physicals, x-rays and immunizations.

You or Your - Refers to individuals who are covered under the program.

Highmark Blue Shield is an independent licensee of the Blue Cross and Blue Shield Association.

Highmark is a registered mark of Highmark Inc.

PPO Blue, Blues On Call and myCare Navigator are service marks of the Blue Cross and Blue Shield Association.

BlueCard, Blue Shield and the Shield symbol are registered service marks of the Blue Cross and Blue Shield Association.

The Blue Cross Blue Shield Association is an independent company that does not provide Highmark Blue Shield products and services. It is solely responsible for the services described in this booklet.

You are hereby notified that Highmark Blue Shield provides administrative services only on behalf of your self-funded group health plan. Highmark Blue Shield is an independent corporation operating under licenses from the Blue Cross and Blue Shield Association ("the Association"), which is a national association of independent Blue Cross and Blue Shield companies throughout the United States. Although all of these independent Blue Cross and Blue Shield companies operate from a license with the Association, each of them is a separate and distinct operation. The Association allows Highmark Blue Shield to use the familiar Blue Shield words and symbol. Highmark Blue Shield is neither the insurer nor the guarantor of benefits under your group health plan. Your Group remains fully responsible for the payment of group health plan benefits.

Summary of Benefits

This Summary of Benefits outlines your covered services. More details can be found in the Covered Services section.

FMHG PPO 1500-3000 024245-04

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In Network	Out of Network
General Provisions		
Effective Date	01/01/2025	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period) (All services are credited to both in-network and out-of-network deductibles.)		
Individual	\$1,500	\$3,000
Family	\$3,000	\$6,000
Plan Pays – payment based on the plan allowance	80% after deductible	50% after deductible
Out-of-Pocket Limit (Includes coinsurance and deductible. Once met, plan pays 100% coinsurance for the rest of the benefit period) (All services are credited to both in-network and out-of-network out-of-pocket limits.)		
Individual	\$3,500	\$8,000
Family	\$7,000	\$16,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$9,200	Not Applicable
Family	\$18,400	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$75 copay	50% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$50 copay	50% after deductible
Specialist Office Visits & Virtual Visits	100% after \$75 copay	50% after deductible
Virtual Visit Provider Originating Site Fee	80% after deductible	50% after deductible
Urgent Care Center Visits	100% after \$75 copay	50% after deductible
Telemedicine Services (3)	100% after \$49 copay	not covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	not covered
Adult Immunizations	100% (deductible does not apply)	not covered
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	not covered
Mammograms, Annual Routine	100% (deductible does not apply)	not covered
Mammograms, Medically Necessary	80% after deductible	50% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	not covered
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	not covered
Pediatric Immunizations	100% (deductible does not apply)	not covered
Diagnostic Services and Procedures	100% (deductible does not apply)	not covered
Emergency Services		
Emergency Room Services	100% after \$250 copay (waived if admitted)	
Ambulance - Emergency and Non-Emergency (5)	80% after deductible	80% after in-network deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	80% after deductible	50% after deductible
Hospital Outpatient	80% after deductible	50% after deductible

Benefit	In Network	Out of Network
Maternity (non-preventive facility & professional services) including dependent daughter	80% after deductible	50% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	80% after deductible	50% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$75 copay limit: 36 visits/benefit period aggregate with acupuncture, speech and occupational therapy. Additional visits require prior approval. Limit does not apply when therapy services are prescribed for the treatment of Mental Health or Substance Abuse.	50% after deductible
Respiratory Therapy	80% after deductible	80% after in-network deductible
Speech Therapy	100% after \$75 copay limit: 36 visits/benefit period aggregate with acupuncture, physical medicine and occupational therapy. Additional visits require prior approval. Limit does not apply when therapy services are prescribed for the treatment of Mental Health or Substance Abuse.	50% after deductible
Occupational Therapy	100% after \$75 copay limit: 36 visits/benefit period aggregate with acupuncture, speech therapy and physical medicine. Additional visits require prior approval. Limit does not apply when therapy services are prescribed for the treatment of Mental Health or Substance Abuse.	50% after deductible
Spinal Manipulations	80% after deductible limit: 12 visits/benefit period	50% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	80% after deductible	50% after deductible
Acupuncture	80% after deductible limit: 36 visits/benefit period aggregate with physical medicine, speech and occupational therapy.	50% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	80% after deductible	50% after deductible
Inpatient Detoxification / Rehabilitation	80% after deductible	50% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	80% after deductible	50% after deductible
Outpatient Substance Abuse Services	80% after deductible	50% after deductible
Other Services		
Allergy Extracts and Injections	80% after deductible	50% after deductible
Assisted Fertilization Procedures	80% after deductible limit: \$10,000/per person/lifetime	50% after deductible
Dental Services Related to Accidental Injury	80% after deductible	50% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	80% after deductible	50% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	80% after deductible	50% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	80% after deductible	50% after deductible
Home Health Care	80% after deductible	50% after deductible
Hospice	80% after deductible	50% after deductible
Infertility Counseling, Testing and Treatment (6)	80% after deductible	50% after deductible
Private Duty Nursing	80% after deductible	80% after in-network deductible
Skilled Nursing Facility Care	80% after deductible limit: 100 days/benefit period	50% after deductible
Transplant Services	80% after deductible	50% after deductible
Transplant Travel, Lodging, Meals \$5,000 per transplant for the accompanying adult when pre-transplant evaluation, harvesting, stabilization and actual transplant is received by the recipient	80% after deductible	Not covered
Precertification Requirements (7)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Air Ambulance services rendered by out-of-network providers will be covered at the highest network level of benefits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Si necesita ayuda para traducir esta información, por favor comuníquese con el departamento de Servicios a miembros de Highmark al número al réves de su tarjeta de identificación de Highmark. Estos servicios están disponibles de lunes a viernes, de 8:00 a 19:00, y los sábados de 8:00 a 17:00.

HIGHMARK INC. NOTICE OF PRIVACY PRACTICES

PART I – NOTICE OF PRIVACY PRACTICES (HIPAA)

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

THIS NOTICE ALSO DESCRIBES HOW WE COLLECT, USE AND DISCLOSE NON-PUBLIC PERSONAL FINANCIAL INFORMATION.

Our Legal Duties

At Highmark Inc. ("Highmark"), we are committed to protecting the privacy of your "Protected Health Information" (PHI). PHI is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or a health care clearinghouse that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care to you.

This Notice describes our privacy practices, which include how we may use, disclose, collect, handle, and protect our members' protected health information. We are required by applicable federal and state laws to maintain the privacy of your protected health information. We also are required by the HIPAA Privacy Rule (45 C.F.R. parts 160 and 164, as amended) to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We are also required to notify affected individuals following a breach of unsecured health information.

We will inform you of these practices the first time you become a Highmark customer. We must follow the privacy practices that are described in this Notice as long as it is in effect. This Notice becomes effective September 23, 2013, and will remain in effect unless we replace it.

On an ongoing basis, we will review and monitor our privacy practices to ensure the privacy of our members' protected health information. Due to changing

circumstances, it may become necessary to revise our privacy practices and the terms of this Notice. We reserve the right to make the changes in our privacy practices and the new terms of our Notice will become effective for all protected health information that we maintain, including protected health information we created or received before we made the changes. Before we make a material change in our privacy practices, we will change this Notice and notify all affected members in writing in advance of the change. Any change to this notice will be posted on our website and we will further notify you of any changes in our annual mailing.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

I. Uses and Disclosures of Protected Health Information

In order to administer our health benefit programs effectively, we will collect, use and disclose protected health information for certain of our activities, including payment and health care operations.

A. Uses and Disclosures of Protected Health Information for Payment and Health Care Operations

The following is a description of how we may use and/or disclose protected health information about you for payment and health care operations:

Payment

We may use and disclose your protected health information for all activities that are included within the definition of "payment" as set out in 45 C.F.R. § 164.501. We have not listed in this Notice all of the activities included within the definition of "payment," so please refer to 45 C.F.R. § 164.501 for a complete list.

For example:

We may use and disclose your protected health information to pay claims from doctors, hospitals, pharmacies and others for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, and/or to issue explanations of benefits/payments to the person who subscribes to the health plan in which you participate.

Health Care Operations

We may use and disclose your protected health information for all activities that are included within the definition of “health care operations” as set out in 45 C.F.R. § 164.501. We have not listed in this Notice all of the activities included within the definition of “health care operations,” so please refer to 45 C.F.R. § 164.501 for a complete list.

For example:

We may use and disclose your protected health information to rate our risk and determine the premium for your health plan, to conduct quality assessment and improvement activities, to credential health care providers, to engage in care coordination or case management, and/or to manage our business.

B. Uses and Disclosures of Protected Health Information To Other Entities

We also may use and disclose protected health information to other covered entities, business associates, or other individuals (as permitted by the HIPAA Privacy Rule) who assist us in administering our programs and delivering services to our members.

(i) Business Associates.

In connection with our payment and health care operations activities, we contract with individuals and entities (called “business associates”) to perform various functions on our behalf or to provide certain types of services (such as member service support, utilization management, subrogation, or pharmacy benefit management). To perform these functions or to provide the services, business associates will receive, create, maintain, use, or disclose protected health information, but only after we require the business associates to agree in writing to contract terms designed to appropriately safeguard your information.

(ii) Other Covered Entities.

In addition, we may use or disclose your protected health information to assist health care providers in connection with *their* treatment or payment activities, or to assist other covered entities in connection with certain of *their* health care operations. For example, we may disclose your protected health information to a health care provider when needed by the provider to render treatment to you, and we may disclose protected health

information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing or credentialing.

II. Other Possible Uses and Disclosures of Protected Health Information

In addition to uses and disclosures for payment, and health care operations, we may use and/or disclose your protected health information for the following purposes:

A. Plan Sponsors

We may disclose your protected health information to the plan sponsor of your group health plan to permit the plan sponsor to perform plan administration functions. For example, a plan sponsor may contact us regarding a member's question, concern, issue regarding claim, benefits, service, coverage, etc. We may also disclose summary health information (this type of information is defined in the HIPAA Privacy Rule) about the enrollees in your group health plan to the plan sponsor to obtain premium bids for the health insurance coverage offered through your group health plan or to decide whether to modify, amend or terminate your group health plan.

B. Required by Law

We may use or disclose your protected health information to the extent that federal or state law requires the use or disclosure. For example, we must disclose your protected health information to the U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with federal privacy laws.

C. Public Health Activities

We may use or disclose your protected health information for public health activities that are permitted or required by law. For example, we may use or disclose information for the purpose of preventing or controlling disease, injury, or disability.

D. Health Oversight Activities

We may disclose your protected health information to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or

criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee: (i) the health care system; (ii) government benefit programs; (iii) other government regulatory programs; and (iv) compliance with civil rights laws.

E. Abuse or Neglect

We may disclose your protected health information to a government authority that is authorized by law to receive reports of abuse, neglect, or domestic violence.

F. Legal Proceedings

We may disclose your protected health information: (1) in the course of any judicial or administrative proceeding; (2) in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized); and (3) in response to a subpoena, a discovery request, or other lawful process, once we have met all administrative requirements of the HIPAA Privacy Rule. For example, we may disclose your protected health information in response to a subpoena for such information.

G. Law Enforcement

Under certain conditions, we also may disclose your protected health information to law enforcement officials. For example, some of the reasons for such a disclosure may include, but not be limited to: (1) it is required by law or some other legal process; or (2) it is necessary to locate or identify a suspect, fugitive, material witness, or missing person.

H. Coroners, Medical Examiners, Funeral Directors, and Organ Donation

We may disclose protected health information to a coroner or medical examiner for purposes of identifying a deceased person, determining a cause of death, or for the coroner or medical examiner to perform other duties authorized by law. We also may disclose, as authorized by law, information to funeral directors so that they may carry out their duties. Further, we may disclose protected health information to organizations that handle organ, eye, or tissue donation and transplantation.

I. Research

We may disclose your protected health information to researchers when an institutional review board or privacy board has: (1) reviewed the research proposal and established protocols to ensure the privacy of the information; and (2) approved the research.

J. To Prevent a Serious Threat to Health or Safety

Consistent with applicable federal and state laws, we may disclose your protected health information if we believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

K. Military Activity and National Security, Protective Services

Under certain conditions, we may disclose your protected health information if you are, or were, Armed Forces personnel for activities deemed necessary by appropriate military command authorities. If you are a member of foreign military service, we may disclose, in certain circumstances, your information to the foreign military authority. We also may disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, and for the protection of the President, other authorized persons, or heads of state.

L. Inmates

If you are an inmate of a correctional institution, we may disclose your protected health information to the correctional institution or to a law enforcement official for: (1) the institution to provide health care to you; (2) your health and safety and the health and safety of others; or (3) the safety and security of the correctional institution.

M. Workers' Compensation

We may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.

N. Others Involved in Your Health Care

Unless you object, we may disclose your protected health information to a friend or family member that you have identified as being involved in your health care. We also may disclose your information to an entity assisting

in a disaster relief effort so that your family can be notified about your condition, status, and location. If you are not present or able to agree to these disclosures of your protected health information, then we may, using our professional judgment, determine whether the disclosure is in your best interest.

O. Underwriting

We may disclose your protected health information for underwriting purposes; however, we are prohibited from using or disclosing your genetic information for these purposes.

P. Health Information Exchange

We all participate in a Health Information Exchange (HIE). An HIE is primarily a secure electronic data sharing network. In accordance with federal and state privacy regulations, regional health care providers participate in the HIE to exchange patient information in order to facilitate health care, avoid duplication of services, such as tests, and to reduce the likelihood that medical errors will occur.

The HIE allows your health information to be shared among authorized participating healthcare providers, such as health systems, hospitals and physicians, for the purposes of Treatment, Payment or Healthcare Operations purposes. Examples of this health information may include:

- General laboratory, pathology, transcribed radiology reports and EKG Images
- Results of outpatient diagnostic testing (GI testing, cardiac testing, neurological testing, etc.)
- Health Maintenance documentation/Medication
- Allergy documentation/Immunization profiles
- Progress notes, Urgent Care visit progress notes
- Consultation notes
- Inpatient operative reports
- Discharge summary/Emergency room visit discharge summary notes

All participating providers who provide services to you will have the ability to access your information. Providers that do not provide services to you will not have access to your information. Information may be provided to others as necessary for referral, consultation, treatment or the provision of

other healthcare services, such as pharmacy or laboratory services. All participating providers have agreed to a set of standards relating to their use and disclosure of the information available through the HIE. Your health information shall be available to all participating providers through the HIE.

You cannot choose to have only certain providers access your information. Patients who do not want their health information to be accessible through the HIE may choose not to participate or may "opt-out."

In order to opt-out, you must call the customer service number located on the back of your membership card. You should be aware, if you choose to opt-out, your health care providers will not be able to access your health information through the HIE. Even if you chose to opt-out, your information will be sent to the HIE, but providers will not be able to access this information. Additionally, your opt-out does not affect the ability of participating providers to access health information entered into the HIE prior to your opt-out submission.

III. Required Disclosures of Your Protected Health Information

The following is a description of disclosures that we are required by law to make:

A. Disclosures to the Secretary of the U.S. Department of Health and Human Services

We are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA Privacy Rule.

B. Disclosures to You

We are required to disclose to you most of your protected health information that is in a “designated record set” (defined below) when you request access to this information. We also are required to provide, upon your request, an accounting of many disclosures of your protected health information that are for reasons other than payment and health care operations.

IV. Other Uses and Disclosures of Your Protected Health Information

Sometimes we are required to obtain your written authorization for use or disclosure of your health information. The uses and disclosures that require an authorization under 45 C.F.R. § 164.508(a) are:

1. For marketing purposes
2. If we intend to sell your PHI
3. For use of Psychotherapy notes, which are notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of a conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. An Authorization for use of psychotherapy notes is required unless:
 - a. Used by the person who created the psychotherapy note for treatment purposes, or
 - b. Used or disclosed for the following purposes:
 - (i) the provider's own training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in group, joint family or individual counseling;
 - (ii) for the provider to defend itself in a legal action or other proceeding brought by an individual that is the subject of the notes;
 - (iii) if required for enforcement purposes;
 - (iv) if mandated by law;
 - (v) if permitted for oversight of the provider that created the note;
 - (vi) to a coroner or medical examiner for investigation of the death of any individual in certain circumstances; or
 - (vii) if needed to avert a serious and imminent threat to health or safety.

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide us with such an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

V. Your Individual Rights

The following is a description of your rights with respect to your protected health information:

A. Right to Access

You have the right to look at or get copies of your protected health information in a designated record set. Generally, a "designated record set" contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so, if you request the information in an electronic format that is not readily producible, we will provide the information in a readable electronic format as mutually agreed upon. You must make a request in writing to obtain access to your protected health information.

To inspect and/or copy your protected health information, you may obtain a form to request access by using the contact information listed at the end of this Notice. You may also request access by sending us a letter to the address at the end of this Notice. The first request within a 12-month period will be free. If you request access to your designated record set more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. If you request an alternative format, we will charge a cost-based fee for providing your protected health information in that format. If you prefer, we will prepare a summary or an explanation of your protected health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.

We may deny your request to inspect and copy your protected health information in certain limited circumstances. If you are denied access to your information, you may request that the denial be reviewed. A licensed health care professional chosen by us will review your request and the denial. The person performing this review will not be the same one who denied your initial request. Under certain conditions, our denial will not be reviewable. If this event occurs, we will inform you in our denial that the decision is not reviewable.

B. Right to an Accounting

You have a right to an accounting of certain disclosures of your protected health information that are for reasons other than treatment, payment or health care operations. You should know that most disclosures of protected health information will be for purposes of payment or health care operations.

An accounting will include the date(s) of the disclosure, to whom we made the disclosure, a brief description of the information disclosed, and the purpose for the disclosure.

You may request an accounting by contacting us at the Customer Service phone number on the back of your identification card, or submitting your request in writing to the Highmark Privacy Department, 120 Fifth Avenue Place 1814, Pittsburgh, PA 15222. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.

The first list you request within a 12-month period will be free. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.

C. Right to Request a Restriction

You have the right to request a restriction on the protected health information we use or disclose about you for treatment, payment or health care operations. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement unless the information is needed to provide emergency treatment to you. Any

agreement we may make to a request for additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is so memorialized in writing. We have a right to terminate this restriction, however if we do so, we must inform you of this restriction.

You may request a restriction by contacting us at the Customer Service phone number on the back of your identification card, or writing to the Highmark Privacy Department, 120 Fifth Avenue Place 1814, Pittsburgh, PA 15222. In your request tell us: (1) the information whose disclosure you want to limit; and (2) how you want to limit our use and/or disclosure of the information.

D. Right to Request Confidential Communications

If you believe that a disclosure of all or part of your protected health information may endanger you, you have the right to request that we communicate with you in confidence about your protected health information by alternative means or to an alternative location. For example, you may ask that we contact you only at your work address or via your work e-mail.

You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence by the alternative means or to the alternative location you want. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under your health plan, including issuance of explanations of benefits/payments to the subscriber of the health plan in which you participate.

In the event that a Confidential Communication is placed against you, then you will no longer have the ability to access any of your health and/or policy information online.

E. Right to Request Amendment

If you believe that your protected health information is incorrect or incomplete, you have the right to request that we amend your protected health information. Your request must be in writing, and it must explain why the information should be amended.

We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

F. Right to a Paper Copy of this Notice

If you receive this Notice on our web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form. Please contact us using the information listed at the end of this Notice to obtain this Notice in written form.

VI. Questions and Complaints

If you want more information about our privacy policies or practices or have questions or concerns, please contact us using the information listed below.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information or in response to a request you made to amend or restrict the use or disclosure of your protected health information or to have us communicate with you in confidence by alternative means or at an alternative location, you may complain to us using the contact information listed below.

You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your protected health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: Highmark Privacy Department
Telephone: 1-866-228-9424 (toll free)
Fax: 1-412-544-4320
Address: 120 Fifth Avenue Place 1814
Pittsburgh, PA 15222

PART II – NOTICE OF PRIVACY PRACTICES (GRAMM-LEACH-BLILEY)

Highmark is committed to protecting its members' privacy. This notice describes our policies and practices for collecting, handling and protecting personal information about our members. We will inform each group of these policies the first time the group becomes a Highmark member and will annually reaffirm our privacy policy for as long as the group remains a Highmark customer. We will continually review our privacy policy and monitor our business practices to help ensure the security of our members' personal information. Due to changing circumstances, it may become necessary to revise our privacy policy in the future. Should such a change be required, we will notify all affected customers in writing in advance of the change.

In order to administer our health benefit programs effectively, we must collect, use and disclose non-public personal financial information. Non-public personal financial information is information that identifies an individual member of a Highmark health plan. It may include the member's name, address, telephone number and Social Security number or it may relate to the member's participation in the plan, the provision of health care services or the payment for health care services. Non-public personal financial information does not include publicly available information or statistical information that does not identify individual persons.

Information we collect and maintain: We collect non-public personal financial information about our members from the following sources:

- We receive information from the members themselves, either directly or through their employers or group administrators. This information includes personal data provided on applications, surveys or other forms, such as name, address, Social Security number, date of birth, marital status, dependent information and employment information. It may also include information submitted to us in writing, in person, by telephone or electronically in connection with inquiries or complaints.
- We collect and create information about our members' transactions with Highmark, our affiliates, our agents and health care providers. Examples are: information provided on health care claims (including the name of the health care provider, a diagnosis code and the services provided), explanations of benefits/payments (including the reasons for claim decision, the amount

charged by the provider and the amount we paid), payment history, utilization review, appeals and grievances.

Information we may disclose and the purpose: We do not sell any personal information about our members or former members for marketing purposes. We use and disclose the personal information we collect (as described above) only as necessary to deliver health care products and services to our members or to comply with legal requirements. Some examples are:

- We use personal information internally to manage enrollment, process claims, monitor the quality of the health services provided to our members, prevent fraud, audit our own performance or to respond to members' requests for information, products or services.
- We share personal information with our affiliated companies, health care providers, agents, other insurers, peer review organizations, auditors, attorneys or consultants who assist us in administering our programs and delivering health services to our members. Our contracts with all such service providers require them to protect the confidentiality of our members' personal information.
- We may share personal information with other insurers that cooperate with us to jointly market or administer health insurance products or services. All contracts with other insurers for this purpose require them to protect the confidentiality of our members' personal information.
- We may disclose information under order of a court of law in connection with a legal proceeding.
- We may disclose information to government agencies or accrediting organizations that monitor our compliance with applicable laws and standards.
- We may disclose information under a subpoena or summons to government agencies that investigate fraud or other violations of law.

How we protect information: We restrict access to our members' non-public personal information to those employees, agents, consultants and health care providers who need to know that information to provide health products or services. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard non-public personal financial information from unauthorized access, use and disclosure.

For questions about this Privacy Notice, please contact:

Contact Office: Highmark Privacy Department

Telephone: 1-866-228-9424 (toll free)

Fax: 1-412-544-4320

Address: 120 Fifth Avenue Place 1814
Pittsburgh, PA 15222

Outpatient Prescription Drug Rider

Friends Mutual Health Group – Foxdale - Regular Deductible (\$1,500) (2524504FX) Effective 1/1/2025

Outpatient Prescription Drugs are provided by Express Scripts. **No plan benefit if purchased outside of Express Scripts Pharmacy Network.** The attached Outpatient Prescription Drug Rider provides benefit information, and guidelines when purchasing outpatient prescription drugs. **If you have questions about your outpatient prescription drug coverage, please contact Express Scripts at (800) 818-9787.**

Copay/Coinsurance	Retail (up to 30 day at in-network pharmacy, 90 day supply at Walgreens available at Mail Order pricing) 10% Generics 30% Preferred Brand (Higher copay may apply if Brand is dispensed when generic is available) 50% Non-Preferred Brand (Higher copay may apply if Brand is dispensed when generic is available) Specialty Drugs (limited to 30 day - available through Accredo only): 30% Coinsurance Specialty (Higher copay may apply if Brand is dispensed when generic is available)
	Mail (up to a 90 day at Express Scripts Pharmacy) 10% Generics 30% Preferred Brand (Higher copay may apply if Brand is dispensed when generic is available) 50% Non-Preferred Brand (Higher copay may apply if Brand is dispensed when generic is available)
Out Of Pocket* (Combined medical and prescription)	\$9,200 Individual \$18,400 Family There is a lifetime maximum benefit for assisted fertilization prescription drugs of \$3,000

*Out-of-pocket limits protect you in case you or a family member has a condition that requires prescriptions that would be very expensive. The limit is the most you would ever pay out of your pocket for prescription drug expenses. Once your payments reach the limit, the plan pays 100% of your prescription drug expenses for the rest of the year.

Generic Drug Rules

If you request a brand name drug when a generic drug is available, the plan will only cover the cost of the generic drug. You will need to pay the difference in cost between the brand and generic drug plus the generic copay. If there is a clinical reason for you to receive the brand drug, please contact Member Services to discuss if a clinical exception can be made.

Applicable Plan Benefits:

Non-Grandfathered Plan
Drug Quantity Management (DQM)
Prior Authorization
Step Therapy

Prescription Plan Definitions

Accredo: An Express Scripts specialty pharmacy.

Acute medication: Drugs taken for a limited time to treat temporary medical conditions or illnesses, such as antibiotics for infections.

Appeal: A review of an initial or first-level appeal denial, along with any additional information provided or available, to determine if the member's use of the drug meets the Plan's intent for coverage. Appeals are related to coverage denials; they are not related to procedures addressing member complaints or grievances. Express Scripts completes appeals according to business policies that are aligned with state and federal regulations. For more information, members can call Express Scripts member services at (800) 818-9787.

Appeals process: A specific process that a member needs to follow when making an appeal request. Depending on the appeal type, decisions are made by an Express Scripts pharmacist, physician, panel of clinicians, trained prior authorization staff or an independent third-party utilization management company. Members are notified of the decision and of any rights to appeal an adverse benefit decision. For ERISA plans: Under Section 502(a) of ERISA, members have the right to bring a civil action if their final appeal is denied.

Benefit exclusion: Also referred to as "not covered," this includes a drug or drug class that is not included in the member's benefit and means there are no alternatives to try or exceptions to coverage.

Biosimilar: A biopharmaceutical drug designed to have active properties similar to one that has previously been licensed.

Brand: A drug protected by a patent, which prohibits other companies from manufacturing the drug while the patent is in effect, issued to the original innovator or marketer and manufactured by a single source. The name is unique and usually does not describe the chemical makeup (for example, Tylenol®).

Compound: A medicine that is made of two or more ingredients that are weighed, measured, prepared or mixed according to a prescription order.

Copay/coinsurance: The cost of a covered drug paid by the member at the time the prescription is filled and after the deductible is met (if applicable) per individuals or families.

Coverage review: Also known as the initial review or initial determination, this process is followed when a member requests coverage for a drug, or requests coverage for a drug at a higher benefit. It's the first review of drug coverage based on the Plan's conditions of coverage. The initial review decision is based on the information provided by the prescriber (clinical) or the patient (administrative) and the criteria in place. If the initial review is denied, then the patient/representative may appeal the decision.

Excluded: Drugs that are not covered and will not be reimbursed by the Plan's pharmacy benefit.

Formulary: A preferred list of drug products that typically limits the number of drugs available within a therapeutic class for purposes of drug purchasing, dispensing and/or reimbursement. Products are selected on the basis of safety, efficacy and cost.

Formulary exclusions: Certain drugs are excluded from the formulary. Clinically effective alternatives are available for all excluded products.

Formulary exclusion exception review: The prescriber may request an exception to the formulary exclusion. Express Scripts contacts the prescriber for information to determine if the conditions of coverage are met for an exception to the formulary exclusion. If the formulary exception is denied, the patient or their representative may appeal the decision.

Generic: A drug that has the same active ingredients in the same dosage form and strength as its brand-name counterpart. The color and shape may differ between the generic and brand-name drug; however, the active ingredients must be the same for both. The U.S. Food and Drug Administration (FDA) approves both brand-name and generic drugs and requires generics to have the same active ingredients and be absorbed in the body the same way as brand-name drugs. These requirements assure that generic drugs are as safe and effective as brand-name drugs. Generic drugs often cost less than brand-name drugs. A generic drug can be produced once the manufacturer of the brand-name drug is required to allow other manufacturers to produce the drug.

Grandfathered plans (GF): Health plans that were in existence prior to the Affordable Care Act. The provisions of Preventive services mandated by the ACA are not required to be provided by Grandfathered plans, some plans have chosen to implement them.

Home delivery: A distribution channel in which the member receives a prescription drug through the mail from the Express Scripts PharmacySM.

Maintenance medication: Drugs taken over an extended period of time for a long-term condition, such as high blood pressure, depression or asthma. These drugs are typically filled through the home delivery pharmacy for a 90 days' supply to provide members with lower costs and more convenience.

Network pharmacy: A pharmacy (also called a retail network pharmacy) that participates in the Plan's network. In most cases, members need to use a network pharmacy to pay the amounts specified by the Plan.

Non-Grandfathered Plans (NGF): Health plans that comply with the guidelines under the Affordable Care Act. This includes coverage at no cost for some preventive medications.

Non-network pharmacy: A pharmacy not associated with the retail network. Benefits will not be covered at the same rate as a network pharmacy and members will have to pay the full cost of the medication at non-network pharmacies.

Not covered: Also known as "benefit exclusion," this includes a drug or drug class that is not included in the member's benefit, which means there are no alternatives to try or exceptions to coverage.

Over the counter (OTC): A drug that is available without a prescription from a doctor.

Preventive Drugs (if applicable): Medications used for chronic conditions that have a lower copay or no cost.

Specialist pharmacist: An Express Scripts pharmacist who receives extra training in medicines used to treat specific long-term and complex conditions. These pharmacists use nationally accepted, evidence-based procedures and work with physicians to identify gaps in care across different providers. Specialist pharmacists personally counsel patients to help them understand and follow through on their treatments.

Specialty drug: A high-cost drug, including infused or injectable medicines, that usually require close monitoring and special storage. Specialty drugs are generally prescribed to people with an ongoing or complex medical condition.

SaveOnSP Copay Offset Program (if applicable): We can support more than one-third of our patients in receiving financial assistance from manufacturers and foundations for specialty medications. Our relationship with SaveOnSP, a third-party vendor, actualizes plan and member savings by maximizing copay assistance from manufacturers. The SaveOnSP program leverages the Affordable Care Act state benchmark requirements to reclassify certain specialty medications under the category of non-essential health benefits. This SaveOnSP targets over 300 drugs in more than 20 specialty categories, including:

- Oncology
- Inflammatory conditions
- Multiple sclerosis
- Blood cell deficiency
- Hepatitis C
- Hereditary angioedema
- Pulmonary arterial hypertension
- Cystic Fibrosis
- Hemophilia
- Asthma & Allergy

Within the SaveOnSP program, certain specialty products will be reclassified as non-essential health benefits, removing them from member accumulators. The member copay will be inflated to match the amount of manufacturer funding available through the copay assistance program, bringing the member's final responsibility to \$0, and resulting in \$0 applied to member deductible and out of pocket totals.

Prescription plan FAQs

What is covered?

The Plan's prescription benefit covers a wide variety of prescription drugs, including generic drugs and brand-name drugs. The Plan also maintains a formulary, which is a list of preferred drugs that members can obtain for lower copays and to help save them money.

An expert panel of physicians and pharmacists carefully reviews the drugs on the formulary for safety, quality, effectiveness and cost. The formulary and conditions of drug coverage under the Plan is subject to change. To find out whether a particular medicine is included on the formulary or covered under the Plan, and what conditions of coverage (if any) may apply, go to [express-scripts.com](https://www.express-scripts.com) or call Express Scripts Member Services at (800) 818-9787. A pharmacist can also check whether a medication is on the formulary or covered at any time.

Immunizations/Vaccines (if applicable) which are recommended and considered as the standard of care, based on information from the Centers for Disease Control, may be obtained at the Pharmacy. The member must use a Pharmacy that is In-Network with Express Scripts.

Most immunizations will not need a prescription from the doctor but, there may be special cases when additional information is needed.

Most plans generally do not cover immunizations required for foreign travel or employment. For more information, go to [express-scripts.com](https://www.express-scripts.com) or call Express Scripts Member Services at (800) 818-9787.

Weight loss medications (if applicable) may be covered with clinically appropriate documentation from your doctor. For more information, go to [express-scripts.com](https://www.express-scripts.com) or call Express Scripts Member Services at (800) 818-9787.

What is not covered?

Some drugs are not covered, or excluded, from the prescription drug benefit, which means there are no alternatives to try or exceptions to coverage. The following list of benefit exclusions outlines general categories of items not covered under the Plan. Other drugs may also be excluded from the formulary, to check whether a medication is excluded, go to [express-scripts.com](https://www.express-scripts.com) or call Express Scripts Member Services.

- Prescriptions that require a prior authorization when a prior authorization is not on file or approved.
- Physician's office allergy therapy – this may be covered by the medical part of the plan.
- Medications that are not approved by the Federal Drug Administration.
- Compounds, unless all National Drug Codes submitted by the compounding pharmacy are covered.

To see if a drug is covered on the formulary, go to [express-scripts.com](https://www.express-scripts.com) or call Express Scripts Member Services.

What is the difference between generic and brand-name drugs?

Generic drugs have the same active ingredients in the same dosage form and strength as their brand-name counterparts. The color and shape may differ between the generic and the brand drug; however, the active ingredients must be the same for both. The U.S. Food and Drug Administration (FDA) approves both brand and generic drugs and requires generics to have the same active ingredients and be absorbed in the body the same way as brand-name drugs. These requirements assure that generic drugs are as safe and effective as brand drugs. The formulary (the list of preferred drugs) chosen by the Plan contains only FDA-approved generic medications.

Preferred brand drugs, also known as formulary drugs, are medications that have been reviewed and approved by a group of physicians and pharmacists and have been added to the Express Scripts formulary selected by the Plan based on their proven clinical and cost effectiveness.

Non preferred brand drugs, or non-formulary drugs, are medications that the same team of physicians and pharmacists have not approved for the Express Scripts formulary selected by the Plan. This happens when the team determines that a clinically equivalent and more cost-effective alternative generic or preferred brand drug is available.

The formulary changes from time to time as new clinical information becomes available. To determine the status of any particular drug on the Plan's formulary, log onto [express-scripts.com](https://www.express-scripts.com) or contact Express Scripts Member Services.

A medication's inclusion on the formulary is no guarantee of effectiveness. Similarly, if a medication is not on the formulary, it does not mean it is not effective, but rather that a clinically equivalent and more cost-effective alternative is available and on the formulary.

How are claims paid?

Generally, members do not need to submit claims under the prescription plan. A member pays the copay, coinsurance or other amount required by the Plan when filling a prescription. However, if a member needs to submit a paper claim for reimbursement for payment of the cost of a covered drug (for example, if the pharmacy's computer system was not working or the card was left at home), the member should contact human resources or their plan sponsor.

When should a retail pharmacy be used?

The retail pharmacy is the most convenient option when a medication is needed immediately, such as an antibiotic for a short-term illness or infection. Members simply present their ID card to the pharmacist, along with the doctor's written prescription if it has not been sent electronically, to receive a 30-day supply of the medicine.

Express Scripts' retail pharmacy network includes more than 70,000 participating pharmacies, including national chains as well as independent retailers.

Some plans may not cover a medication filled at a neighborhood pharmacy because it is not "in network," but the medication will be covered at a large retail pharmacy chain or grocery store if those pharmacies are "in network." To find a participating retail pharmacy, members can visit [express-scripts.com](https://www.express-scripts.com) and use the Pharmacy Locator to find a list of pharmacies close to where they live or work. Members can also download the Express Scripts mobile app to find a pharmacy when they're on the go. To download the mobile app for free, search for "Express Scripts" in smartphone app stores. If members do not have computer access, they can call Express Scripts Member Services.

Prescriptions filled at a nonparticipating retail pharmacy are not covered under the Plan, which means if members fill prescriptions there, they pay the full retail price (or 100% of the cost) of the drug and the amount paid does not count against the Plan's deductible or out-of-pocket maximums.

When should the home delivery pharmacy be used?

Express Scripts offers home delivery, or a mail pharmacy service, for prescriptions taken on a regular basis for long-term conditions, such as asthma, depression or high blood pressure. With home delivery, members can receive up to a 90-day supply of medicine from the Express Scripts PharmacySM, often for a lower cost than they would pay at a retail pharmacy.

Home delivery advantages

- Fewer refills and fewer trips to the pharmacy
- Free standard shipping costs included as part of the Plan
- Medicine is delivered in tamper-proof, weather-resistant packages
- Drugs that require refrigeration are shipped in cold packs
- Pill bottles have child-resistant safety caps, but easy-open caps may be requested when the order is placed

How to get started with home delivery?

Express Scripts offers members a variety of convenient ways to submit new prescription orders.

- **New prescriptions** may be submitted directly from the doctor's office or through the mail.
- **Refills** can be ordered electronically using the Express Scripts mobile app or website, through the mail or by phone.

Visit [express-scripts.com](https://www.express-scripts.com) to learn more.

Pharmacy Program Descriptions

Drug Quantity Management (DQM) makes sure that members are getting the right amount of medication and that it is prescribed in the most efficient way. For example, the doctor may say, “take two 20mg pills each morning.” If that medication is also available in 40mg pills, Express Scripts will contact the doctor about prescribing one 40mg pill a day instead of two 20mg pills. In addition, if the doctor writes the original prescription for 30 pills (a 15-day supply), the new prescription for 30 pills will last a full month — and the members will have just one copayment, not two.

DQM also makes sure that a member’s prescriptions do not exceed the amount of medication that the Plan covers. If the prescription is for too large a quantity, the pharmacist can fill the prescription for the amount that the Plan covers or contact the doctor to discuss other options, such as increasing the strength or getting a prior authorization for the quantity originally prescribed.

Formulary Overview: Clinically sound, cost-effective Express Scripts formulary options help decrease prescription drug expenses when combined with a well-designed benefit plan. To ensure the clinical appropriateness of their formularies, Express Scripts physicians and pharmacists carefully evaluate pharmaceuticals and prepare recommendations for the National Pharmacy & Therapeutics (P&T) Committee, which reviews and approves Express Scripts formularies.

Prior Authorization monitors both cost and safety. If a pharmacist tells a member that a prescription requires prior authorization, Express Scripts will need to communicate with the doctor to be sure that the medicine is right and will verify that the Plan covers the drug. This is similar to when a healthcare plan authorizes a medical procedure in advance.

When a prescription requires prior authorization, the doctor can call Express Scripts or prescribe a different medicine that is covered by the Plan. Only doctors can give Express Scripts the information needed to determine if the drug may be covered. Express Scripts answers its prior authorization phone lines 24/7, and a determination can be made right away. If the medicine is covered, the member will pay the normal copay. If the medication is not covered but the member wants to take it, the member will pay the full price of the medicine.

SaveOn SP Copay Offset Program (If applicable) helps reduce member cost. The member copay will be reduced to \$0.00 by utilizing copay assistance from manufacturers and foundations. If the member chooses not to utilize SaveOn SP the member will be responsible for the 30% copay and it will not apply to any out-of-pocket accumulators, such as deductible or Rx accumulators.

The SaveOn SP program targets over 300 specialty drugs in multiple categories, including: oncology, inflammatory conditions, multiple sclerosis, blood cell deficiency, pulmonary arterial hypertension, cystic fibrosis, hemophilia and other conditions.

Specialty drugs must be obtained through a Specialty Pharmacy that is in Network with the SaveOn SP program. If a specialty drug is obtained through a Specialty Pharmacy that is not part of the SaveOn SP network there is no coverage.

Step Therapy (if applicable) is a program for people who take prescription medicine regularly to treat a long-term condition, such as arthritis, asthma or high blood pressure. It lets members get the treatment they need affordably. First-line medicines are the first step.

- First-line medicines are generic and lower-cost brand-name medicines approved by the U.S. Food & Drug Administration (FDA). They are proven to be safe, effective and affordable. Step therapy suggests that a patient try these medicines first because, in most cases, they provide the same health benefit as more expensive drugs, but at a lower cost.
- Second-line drugs are the second and third steps. Second-line drugs typically are brand-name drugs. They are best suited for the few patients who do not respond to first-line medicines. Second-line drugs are the most expensive options.

The first time a member tries to fill a prescription that is not for a first-line medicine, the pharmacist should explain that step therapy asks the member to try a first-line medicine before a second-line drug. Only the doctor can change the current prescription to a first-line medicine covered by the Plan.

To get a first-line medicine that the Plan covers, a member should ask the pharmacist to call the doctor and ask for a new prescription. If it is easier, the member can also call the doctor to ask for a new prescription. Also, the pharmacist should explain to the member that there's an option to choose a second-line alternative to the first-line medicine. However, because the Plan will not cover second-line drugs until after the member and the doctor have considered a first-line medicine to treat the condition, the member will pay full price for that second-line drug.