

# Declarations Page

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Welcome to PHP! This page identifies information unique to your Group Coverage. Please review this information carefully. The Contract contains binding provisions granting and excluding benefits and Coverages, defining terminology and specifying limitations and conditions. This declarations page shall be attached to and is made a part of the Contract.

The Contract is executed between PHP and [Name of Group] (the Group).

Benefit Plan Name: [Benefit Plan Name]

Effective Date of Contract/Coverage: [mm/dd/yyyy]

## **The General Exclusions section of the Contract shall also include the following Exclusion:**

Bariatric surgery, including but not limited to:

- A. gastric bypass surgery;
- B. surgical procedures that reduce stomach capacity;
- C. gastric banding procedures; and
- D. complications as a result of bariatric surgery.

## **The Eligibility section of the Contract shall also include the following:**

### **Spousal Coverage**

If both spouses are Eligible Persons, each may enroll as a Subscriber and enroll the other spouse and any eligible Dependents for Coverage under the Contract. In this situation, the combined maximum benefits per Member may not exceed 100% of Eligible Expenses.

Our Customer Service Department is available to answer questions you may have. You may contact PHP's Customer Service Department at: (260) 432-6690, Extension 11; (800) 982-6257, Extension 11; (260) 432-0493 (fax); [custsvc@phpni.com](mailto:custsvc@phpni.com) (email), or [www.phpni.com](http://www.phpni.com).

Authorized PHP Representative

# Amendment

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## Physicians Health Plan of Northern Indiana, Inc.

1700 Magnavox Way, Suite 201  
Fort Wayne, Indiana 46804

This Amendment is part of the Certificate of Coverage issued by Physicians Health Plan of Northern Indiana, Inc. to Subscribers Covered under the Contract issued to [Name of Group] for Benefit Plan Name [Legacy 1000 HMO 1 – Freedom]. This Amendment is effective [mm/dd/yyyy].

The Foreword is hereby modified by changing the following language:

### No Surprises Act

If you receive care from an out-of-network Provider or facility, your health plan may not Cover the entire cost. As a result, you may be left with higher costs than if you received care from an in-network Provider or facility. In the past, in addition to any out-of-network cost sharing you may owe, the out-of-network Provider or facility could bill you for the part of the bill that your health plan did not pay, resulting in a balance bill. An unexpected balance bill from an out-of-network Provider or facility is also called a surprise medical bill.

Starting in January 2022, new rules went into effect to protect you from surprise medical bills. These rules are sometimes called the “No Surprises” rules. These rules:

- Ban surprise medical bills for Emergency services, even if you get them out-of-network and without approval beforehand (Prior Authorization).
- Ban out-of-network cost-sharing (like out-of-network Coinsurance or copayment) for all Emergency and some non-Emergency services. You can't be charged more than in-network cost-sharing for these services.
- Ban out-of-network cost-sharing (like out-of-network Coinsurance or copayment) for all air ambulance transportation services. You can't be charged more than in-network cost-sharing for these services.
- Ban out-of-network charges and balance bills for supplemental care (like anesthesiology or radiology) by out-of-network Providers who work at an in-network facility.
- Require that health care Providers and facilities give you an easy-to-understand notice explaining that getting care out-of-network could be more expensive and options to avoid balance bills. You're not required to sign this notice or get care out-of-network.
- Provide that if you meet the criteria of a continuity of care patient and are currently receiving treatment for Covered Health Services from a Provider that has a network status change from in-network to out-of-network during your treatment and the Provider terminates, you may be eligible to request continued care from your current Provider under the same provisions that would have applied prior to termination. This provision would not apply to Provider terminations due to fraud or failure to meet quality standards. To see if you are eligible for continued care under this provision, please contact us.

Also starting in January 2022, if you think your health plan's decision to not pay part or all of a claim violates the new surprise billing protections, you can Appeal that decision. You can use the external review process described in the plan document and denial notices to request the external review of your plan's decision to determine if your claim is subject to the No Surprises Act. If a claim is subject to the No Surprises Act, the Provider and PHP will follow the federal regulations to resolve any differences over the payment amount. This policy will be administered in accordance with the No Surprises Act and applicable regulations and, to the extent any provision of the Policy conflicts, the law will govern.

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If you have a question about these new rules or believe the rules are not being followed, contact the "No Surprises" Health Desk at 1-800-985-3059 or submit a complaint online at <https://www.cms.gov/nosurprises/consumers/complaints-about-medical-billing>.

The Benefits and Services Section of the Certificate of Coverage is hereby modified by adding/changing the following language:

### Diagnostic Services

When specific symptoms exist, we will Cover routine diagnostic services performed to diagnose a medical condition, as ordered by a Par Doctor. A Par Provider must perform such services, which include:

- A. routine radiology services, such as but not limited to: chest x-ray or MRI; or
- B. routine lab services, such as but not limited to: pregnancy test; blood test; or urine test.

We will Cover biomarker testing when ordered and performed by a Par Provider for the purposes of diagnosis, treatment, management and monitoring of a Member's disease or condition when biomarker testing is supported by medical and scientific evidence, including but not limited to:

- A. labeled indications for a test approved or cleared by the United States Food and Drug Administration;
- B. indicated tests for a drug approved by the United States Food and Drug Administration;
- C. a warning or precaution on the label of a drug approved by the United States Food and Drug Administration;
- D. a national coverage determination of the Centers for Medicare and Medicaid Services (CMS);
- E. a local coverage determination of a Medicare administrative contractor; or
- F. nationally recognized clinical practice guidelines or consensus statements.

### Gene Therapy

We will Cover select inpatient and outpatient services associated with certain FDA approved gene therapies such as but not limited to CAR-T, Zolgensma, Kymriah, or Luxturna. Services for gene therapy must be ordered, planned, provided or arranged by a Doctor and performed at a Designated Center of Excellence (Center of Excellence). Services performed at a non-Center of Excellence may not be Covered. Such Centers of Excellence shall be defined by us.

Coverage for gene therapy services must:

- A. be Medically Necessary;
- B. be determined not to be Experimental, Investigational, or Unproven by PHP, or our contracted third-party transplant manager, at the time we make a Coverage determination;
- C. approved by PHP or its contracted third-party specialty therapy manager, in advance.

Services are Covered at the specific benefit level as outlined throughout this Contract.

### Durable Medical Equipment (DME), Prosthetics, Orthotic Appliances and Ostomy Supplies

We will Cover:

- A. DME, prosthetics, Orthotic Appliances ordered by and provided by a Par Provider for use outside a Hospital or Approved Inpatient Transitional Care Unit;
- B. Ostomy Supplies obtained from a Par Provider;
- C. a prosthetic arm, hand, leg or foot (and the Orthotic Device that is part of a prosthesis), including the repair or replacement of a prosthesis, ordered by and provided by a Provider when your physician determines it to be Medically Necessary to restore or maintain your ability to perform activities of daily living or essential job related activities;
- D. Custom molded foot orthotics obtained with a Prescription and placed in shoes to support or help control abnormal motion of the foot; and
- E. Wearable cardioverter defibrillators, including ongoing monitoring services and accessories.

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This Contract limits Coverage to:

- A. an initial purchase or rental of an item based on Medical Necessity or change in medical condition, as we determine, and appropriate for your Basic Health Needs;
- B. replacement of a prosthetic device while you are a Member only if Medically Necessary;
- C. repair or replacement, at our discretion, of an item, rather than Cover the purchase of a new item. The cost to repair an item is limited to the replacement cost of such item; and
- D. supplies associated with the initial purchase, repair or replacement of an item (excluding diabetic supplies, as they are Covered elsewhere in this Contract).

This Contract does not Cover:

- A. items/features which merely contribute to your convenience, such as but not limited to: electric wheelchairs; motor vehicles; scooters; lifts for wheelchairs; and the like;
- B. thermal or cooling devices, such as but not limited to, Game Ready Accelerated Recovery System, Cryo/Cuff by Aircast, and AutoChill Accessory Kit by Aircast, except in accordance with our guidelines;
- C. pneumatic compression devices unless otherwise authorized and in accordance with PHP's medical policies;
- D. batteries needed to operate any item;
- E. items which are ordered and/or fitted that you did not take possession of while a Covered Member under the Contract;
- F. items ordered and/or fitted before your effective date of Coverage; and
- G. the repair of items damaged due to negligence, abuse, excessive wear and tear or misuse.

The General Exclusions Section of the Certificate of Coverage is hereby modified by adding the following language:

75. Surgical and non-surgical treatment of gender dysphoria for minors is not Covered with the exception of Behavioral Health and Mental Health Services and Doctor's office visits.

The Reimbursement Section of the Certificate of Coverage is hereby modified by changing the following language:

### Non-Par Provider Services

Processing and payment of eligible claims and determination of members cost sharing will be administered in accordance with all applicable Federal and State laws, including, but not limited to, the No Surprises Bill Act, and applicable guidance issued by appropriate regulatory agencies.

You are responsible for selecting the providers and other healthcare professionals who will deliver your care. If we have not contracted with Providers or if we have contracted with Par Providers with respect to other products but not this particular product, then such Providers are non-Par Providers. Please note that this Contract does not Cover Health Services rendered by non-Par Providers. If you use a non-Par Provider, your entire claim will be denied unless you received Emergency Health Services or approved Referred Health Services. The fact that a Par Provider or other healthcare professional has suggested or arranged for you to receive Health Services from a non-Par Provider or other non-Par health care professional does not make such services Covered under this Contract.

When we reimburse non-Par Providers, we will reimburse non-Par Providers based on a "Reasonable and Customary Charge," which is a fee for a Covered Health Service that is, in our discretion, one of the following:

- A. an amount based on a non-Par Provider Fee Schedule we created in our discretion. We can modify, from time to time, this schedule if we consider it appropriate after considering one or more of the following: reimbursements similar to those we have with like Par Providers, reimbursements paid by the Centers for Medicare and Medicaid Services (CMS) for the same services and/or supplies, or other applicable industry cost, reimbursement or utilization data;

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- B. any negotiated payment amount we have with a non-Par Provider, either through our own contract or that of a third-party vendor;
- C. an amount based on CMS' reimbursements, by level or method, for the same service or supplies;
- D. an amount based on information from a third-party vendor(s), which may take into account one or more of the following factors: the treatment's complexity or severity, the skill and experience level necessary for the treatment, or comparable providers' costs to deliver similar care; or
- E. if less than all of the above, the amount billed by the non-Par Provider.

The amount we pay a non-Par Provider may not satisfy, in full, the charges sought by such provider. It may send you a bill and collect on any balance owed, assuming we made a payment at all. It is your responsibility to pay the balance, which can be significant. Choosing a Par Provider will likely result in cost savings and lower out-of-pocket costs to you.

Our Customer Service Department is available to help you find a Par Provider and can be reached at any of the following:

(260) 432-6690, Extension 11;  
(800) 982-6257, Extension 11;  
(260) 432-0493 (fax);  
[custsvc@phpni.com](mailto:custsvc@phpni.com) (e-mail); or  
[www.phpni.com](http://www.phpni.com).

We will reimburse Health Services provided by non-Par Providers as if they were In-Network benefits in two situations only:

- A. Emergency Health Services; and
- B. previously-approved Referred Health Services.

You must submit claims to us for all Health Services rendered by non-Par Providers within 90 days of the service. You must give us all of the information we need to process such claims. If you do not provide this information, you may not be paid.

We will accept your request after 90 days if it was not reasonably possible to submit it within that time. We will not make any payment if the request and proof of service is submitted to us more than 12 months after the date of service. However, these limits will not apply while you lack legal capacity.

We will pay all Eligible Expenses for Covered Health Services to the Subscriber. With written authorization from the Subscriber, all or a portion of the Eligible Expenses due may be paid directly to the non-Par Provider.

For Covered Emergency and Referred Health Services, you are responsible for the Copays/Coinsurance and/or Deductibles required by the Contract for similar Health Services provided by a Par Provider. For all other Health Services provided by non-Par Providers, you are responsible for the entire cost.

If you pay for a Medically Necessary Covered Health Service from a non-Par Provider and can prove via our published average discounted rate as provided on the PHP website or the Indiana All Payer Claims Database that the cost for services was less than the cost on average that PHP would normally pay, then we will credit your Deductible and out-of-pocket amounts. However, PHP will not pay the claim. You are responsible for providing this information to us no more than 90 days after the claim in a manner that PHP determines.

The Coordination of Benefits Section of the Certificate of Coverage is hereby modified by deleting the following section:

### Medicare Eligibility

## Amendment

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The Definitions Section of the Certificate of Coverage is hereby modified by changing the following language:

**Reconstructive Surgery.** Any surgery incidental to:

- A. an Injury;
- B. a Sickness; or
- C. Congenital Defects and Birth Abnormalities.

Reconstructive Surgery for Congenital Defects and Birth Abnormalities includes but is not limited to orthodontic and oral surgery involved in the management of cleft lip and cleft palate for a Member.

Reconstructive Surgery includes the following for a Covered mastectomy:

- A. all stages of reconstruction of the breast on which the mastectomy was performed;
- B. surgery and reconstruction of the other breast to produce symmetry;
- C. chest wall reconstruction, including aesthetic flat closure as defined by the National Cancer Institute; or
- D. custom fabricated breast prosthesis including one additional breast prosthesis per breast affected by a mastectomy;

in the manner determined by the attending Par Doctor and the Member to be appropriate, subject to the provisions of the Contract.

**Small Employer.** Any person, firm, corporation, limited liability company, partnership, or association, including those deemed to be a single employer determined under Section 414 of the Code:

- A. actively engaged in business;
- B. who employed an average of at least 1 but not more than 50 employees on at least 50% of the employer's business days during the preceding Calendar Year; and
- C. who employs at least 1 employee on the first day of the plan year.

The remainder of the Certificate of Coverage remains unchanged.

This Amendment does not alter or affect any of the terms, conditions, exclusions or limitations of the Contract, other than as stated above. If the provisions of this Amendment and those of the Contract do not agree, the provisions of this Amendment shall govern.

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Authorized PHP Representative

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# Certificate of Coverage

(Certificate)

issued by

An Indiana Not-for-Profit Health Maintenance Organization

**Physicians Health Plan of Northern Indiana, Inc.**

1700 Magnavox Way, Suite 201

Fort Wayne, Indiana 46804

(PHP)

Welcome to PHP!

We partnered with your employer (who we reference as "Group" within this Certificate) to provide you with certain health insurance benefits. It is important that you read this Certificate carefully. It is a legal document explaining your Coverage. It explains your rights and obligations as a Member of PHP. It also describes the Health Services available under the Contract, how to get such services, the costs that you will need to pay and the benefits of seeking services from the Doctors, Providers and Hospitals that participate in our network. We call them "Par Providers" or "Participating Providers" in this Certificate.

Please note that this Certificate was published in 2024. It will remain in effect, as amended, through 2028. You will receive a Summary of Material Modifications if this Certificate is modified (called an "Amendment") and you should keep any Amendments with this document. Amendments shall supersede any conflicting Term of Certificate or prior Amendment.

The Coverage you have is based on the Contract between us and the Group and the benefit plan the Group selected. It is your responsibility to know the contents of this Certificate. Please refer to it before you seek Health Services, especially when you seek services from a non-Par Provider.

We know that health insurance is a complicated topic and that you may still have questions. Our customer service department is happy to answer any question or concern you may have about your Coverage or the procedures you must follow. You can reach us at the number on the back of your identification card. Our website ([www.phpni.com](http://www.phpni.com)) is an additional tool available to you.

# Foreword

## Introduction

We certify that you will be Covered as provided by the terms of the Contract as may be amended from time to time. The Contract and all Amendments are referred to as the Contract.

Possession of this Certificate does not necessarily mean that you are Covered. You are Covered only if you meet the requirements set out in the Contract.

Coverage is subject to the terms, conditions, exclusions, and limitations of the Contract. This Certificate describes the provisions of the Contract but is not the entire Contract.

In the event of any conflict between the Contract and this Certificate, the Contract shall govern. You may examine the Contract at the office of the Group during its regular business hours.

This Certificate replaces and supersedes any Certificate which we may have previously issued to you. We may amend this Certificate from time to time and will provide you with a new Certificate or an Amendment to the Certificate. You should keep this Certificate and all Amendments to it.

## How to Use This Certificate

This Certificate, including any Amendments, must be read in its entirety for a clear meaning. Many of its provisions are interrelated. You may get a false impression if you read just one or two provisions.

Many words used in this Certificate have special meanings. These words will appear capitalized and are defined. Refer to these definitions for a clear understanding of this Certificate.

The Contract may be amended from time to time. When that happens, we will send you a new Certificate or an Amendment to this Certificate. Keep this Certificate and all Amendments in a safe place for your future reference.

## Obtaining Health Services through PHP

Members must obtain Health Services directly from Par Providers. The only exceptions are Emergency Health Services and approved Referral Health Services. Living outside the Service Area is not an exception.

You are responsible for verifying the participation status of a Provider before receiving Health Services. **Members must obtain Health Services from Par Providers to be Covered. If you use a non-Par Provider, the Health Services will not be Covered. You will be responsible for paying the full cost for such services.**

The participation status of a Provider may change from time to time. So it is important that you check the status each time before receiving Health Services. We will notify our membership when a Par Provider terminates, including any Par Provider seen in the previous year.

You can verify a Provider's participation status by contacting us. We can give you the information you need in order to locate a Par Provider.

Except for Emergency Health Services, you are responsible for obtaining a written Referral before receiving any Health Services from a non-Par Provider. **A Par Doctor arranging or suggesting that you use a non-Par Provider is not a Referral.** Rather, a Referral to a non-Par Provider must be initiated in writing by a Par Doctor and approved in writing by us prior to the time of the service. **Your failure to obtain the required Referral will result in the Health Services not being Covered. You will be responsible for paying all costs for such services. Before seeing a provider based on the advice of another provider, please contact us. We can help you determine whether that provider is a Par Provider.**

# Foreword

Coverage for some Health Services is subject to our prior written approval. Par Providers are responsible for obtaining our Prior Authorization for such services on your behalf. Par Providers will also submit claims to us on your behalf.

You are responsible for submitting claims to us for Health Services rendered by non-Par Providers. You must give us all of the information we need to process such claims. If you do not provide this information, you or the Provider may not be paid.

## I.D. Card

Information on your I.D. card is needed for the Par Provider to bill us. *You must show your I.D. card every time you request Health Services.* If you do not show the card, Par Providers have no way of knowing that you are a Member.

When failure to show an I.D. card results in non-compliance with required procedures, we may deny Coverage.

## Administrative and Fiduciary Responsibilities

PHP has sole and exclusive discretion to determine claims for benefits Covered under the Contract, including:

- A. making the initial claims decisions;
- B. resolving Appeals of those decisions pursuant to our Grievance procedures; and
- C. communicating those decisions to the affected Members.

We may, from time to time, delegate discretionary authority to other persons or entities providing services in regard to the Contract. To the extent the foregoing functions include fiduciary responsibilities under ERISA, if ERISA governs This Plan, PHP shall be the named fiduciary with respect to those functions.

We reserve the right, in our sole discretion, to:

- A. change, modify, withdraw, or add benefits; and
- B. to terminate the Contract, subject to its termination provisions.

Prior approval by Members of such benefit changes is not required. However, upon timely notification from the Group, we shall provide Members with notification of such benefit changes before they shall take effect.

The fact that we may have interpreted a provision of the Contract in a way that provides benefits shall not prevent us from later interpreting the same provision in a way that does not provide benefits, subject to compliance with ERISA and other applicable law. This paragraph applies only where the interpretation of this policy is governed by ERISA, 29 U.S.C. 1001 *et seq.*

If the Contract is provided under an employee welfare benefit plan within the meaning of Section 3(1) of ERISA:

- A. PHP and the Group acknowledge that the Group shall be the "Plan Administrator" of its group health plan within the meaning of ERISA, Section 3(16);
- B. the Group shall have the responsibility to:
  - 1) communicate the terms and options of its group health plan to Members;
  - 2) furnish to Members summary plan descriptions, summary annual reports and such other disclosures as may be required by ERISA;
  - 3) submit required reports to the Internal Revenue Service and the U.S. Department of Labor; and
  - 4) comply with ERISA and other applicable law, as amended from time to time.

The Group is the named fiduciary with respect to the above functions to the extent they include fiduciary responsibilities under ERISA. Although PHP shall provide a Certificate, the Group understands that the Certificate is intended to comply with Indiana state law requirements, and is not intended to satisfy all of the plan document and/or summary plan description requirements of ERISA, to the extent it applies, which is the responsibility of the Group.

## Foreword

The Patient Protection and Affordable Care Act (“ACA”) requires employers and health insurers to timely distribute a “Summary of Benefits and Coverage” or “SBC” to participants and beneficiaries. If the SBC rules apply to this Contract, PHP will provide the Group with SBCs for it to timely and properly distribute. The Group agrees that it is solely responsible for the distribution of SBCs to its Members, Subscribers, Enrolled Dependents, Eligible Persons, including individuals covered under COBRA, or others required by the ACA or other applicable law or regulation to receive SBCs. These individuals are the “Required Parties.”

When there is a material modification of the Contract, PHP will provide the Group with an updated SBC unless:

- A. the material modification does not affect the content of a SBC; or
- B. the material modification is already reflected in the most recent SBC.

The Group will properly distribute the updated SBC to the Required Parties at least sixty (60) days before a material change can take place (unless it occurs in connection with the renewal of the Contract).

We may, in certain circumstances, Cover Health Services that would not otherwise be Covered. This is at our sole discretion and shall be done for purposes of overall cost savings or efficiency. The fact that we do so in any one case shall not in any way be deemed to require us to do so in similar cases.

We may, in our sole discretion, arrange for other parties to provide administrative services in regard to the Contract such as claims processing and utilization review services. You must cooperate with those parties in the performance of their duties. These service providers and the nature of the services provided may change from time to time. This is at our sole discretion. Prior notice to or approval by Members is not required.

The Contract and all Amendments are filed with the Indiana Department of Insurance. Therefore, you have certain rights under state law. Refer to the Grievances section of the Contract for more information about these rights. You may also have certain rights under ERISA, if applicable.

### Statement of ERISA Rights

This section applies to those Plans governed by ERISA. If the Contract was purchased by the Group to provide benefits under a welfare plan governed by ERISA, you are entitled to certain rights and protections under ERISA as explained below. Please remember that the Group is the Plan Administrator (unless it has delegated another person). All questions about whether this Plan is governed by ERISA should be directed to the Group.

As a plan participant, ERISA provides that you are entitled to:

#### Receive Information about your Plan and Benefits

- A. Examine, without charge, at the Plan Administrator's office and other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and, if applicable, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- B. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- C. Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report. There will be no charge for the report.

#### Continue Group Health Plan Coverage

- A. If the Group is required to provide COBRA continuation coverage, continue health care coverage for yourself, spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review your summary plan

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description and the documents governing the plan for the rules governing your COBRA continuation coverage rights.

- B. You may be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. The ACA prohibits health plans and policies from excluding claims solely due to a pre-existing condition.

## **Prudent Actions by Plan Fiduciaries**

- A. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **Enforce your Rights**

- A. If your claim for benefits under the benefit plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to Appeal any denial, all within certain time schedules. Please refer to the Grievances section.
- B. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. Or, you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- C. Group health plans and health insurance issuers, generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## **Assistance with your Questions**

- A. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
- B. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Notice of Benefits under the Women's Health and Cancer Rights Act of 1998**

# Foreword

In accordance with the Women's Health and Cancer Rights Act of 1998, PHP must provide benefits to a Member for certain services relating to a mastectomy.

If a Member receives medical and surgical benefits in connection with a mastectomy and elects breast reconstruction, PHP will provide Coverage for eligible expenses incurred for the following services and supplies:

- A. all stages of reconstruction of the breast on which the mastectomy was performed;
- B. surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. prosthesis; and
- D. treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Coverage:

- A. will be provided in a manner determined in consultation with the patient and the attending physician;
- B. is subject to the Copays, Coinsurance and any Deductibles that are applicable to similar benefits under the Contract; and
- C. will be provided regardless of whether the person was Covered under the Contract at the time of the mastectomy.

## Statement of HIPAA Rights

This provision permits PHP to receive Protected Health Information in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

### **A. The Following Definitions Apply For Purposes Of This Provision:**

- 1) "Health Maintenance Organization" is defined as it is in 45 Code of Federal Regulations (C.F.R.) 160.103, or any successor thereto.
- 2) "Health Insurance Issuer" is defined as it is in 45 C.F.R. 160.103, or any successor thereof.
- 3) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- 4) "Protected Health Information" is defined as it is in 45 C.F.R. 164.501, or any successor thereto.

### **B. Plan Administrator's Certification Of Compliance**

Prior to receiving any Protected Health Information, the Plan Administrator will certify that this provision has been incorporated into the Plan documents and that the Plan Administrator agrees to abide by the provisions herein. Neither the Plan, a Health Care Maintenance Organization, nor a Health Insurance Issuer will disclose Protected Health Information to the Plan Administrator until the Plan Administrator has provided the certification, as required by HIPAA.

### **C. Permitted Uses And Disclosures**

PHP, and if Section B is satisfied, the Plan Administrator, may use or disclose Protected Health Information to carry out Plan administration functions consistent with the requirements of HIPAA. Any disclosure to and use by PHP of Protected Health Information will be subject to and consistent with the provisions herein. PHP may use and disclose Protected Health Information to the extent necessary to comply with its obligations under HIPAA.

### **D. Responsibilities And Undertakings**

- 1) PHP will not use or further disclose Protected Health Information, except as permitted or required by the Plan documents, as amended, or as required by law.
- 2) PHP will ensure that any agent, including any subcontractor to whom it provides Protected Health Information, agree to the same conditions and restrictions that apply to PHP.
- 3) PHP will not use or disclose Protected Health Information for employment-related actions or decisions or in connection with any other benefit or Employee benefit plan of the Plan Administrator or PHP.

# Foreword

- 4) PHP will report to the Plan any use or disclosure of Protected Health Information that is inconsistent with the uses and disclosures allowed under this provision promptly upon learning of the inconsistent use or disclosure.
- 5) PHP will make Protected Health Information available to the individual who is the subject of the information in accordance with 45 C.F.R. 164.524.
- 6) PHP will make an individual's Protected Health Information available for amendment, and will incorporate any amendments to the individual's Protected Health Information, in accordance with 45 C.F.R. 164.526.
- 7) PHP will keep track of disclosures it may make of Protected Health Information so that it can make available the information required for the group health plan to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- 8) PHP will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information received from the Plan available to the Secretary of the U.S. Department of Health and Human Services to determine the Plan's compliance with 45 C.F.R. Parts 160-64.
- 9) If feasible, PHP will return or destroy all Protected Health Information, in any form, received from the Plan, and PHP will not retain copies of the information after the information is no longer needed for the purpose for which the disclosure was made. If returning or destroying the information is not feasible, PHP will limit the use or disclosure of the information to those purposes that make the return or destruction infeasible.
- 10) PHP further agrees that if it creates, receives, maintains, or transmits any electronic protected health information, other than enrollment/disenrollment information and summary health information, it will comply with the HIPAA security regulations on behalf of the covered entity, and it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents, including subcontractors, to whom it provides such electronic protected health information, agree to implement reasonable and appropriate security measures to protect the information. PHP will report to the Plan any security incident of which it becomes aware.
- 11) PHP will report any reportable breach to the affected individual, HHS and, if applicable, the media.
- 12) PHP will not use genetic information for underwriting.
- 13) PHP will not use Protected Health Information for marketing or fundraising, nor will it sell Protected Health Information.

## **E. Adequate Separation Between The Plan Sponsor And The Group Health Plan**

As the covered entity, PHP, on behalf of the Plan does not provide Protected Health Information to the Plan Administrator or its agents. PHP, on behalf of the Plan may disclose Protected Health Information to business associates. PHP will comply with sections 2) through 5) below.

- 1) The Plan Administrator shall insure that the adequate separation between the group health plan and the Plan Administrator is established.
- 2) All Employees, classes of Employees, or other workforce members as designated by the terms of the plan document, who have access to Protected Health Information, have been trained to appropriately handle Protected Health Information in accordance with the HIPAA privacy rules.
- 3) The Employees, classes of Employees or other workforce members identified in the plan document will have access to Protected Health Information only to perform the Plan's administration functions that the Plan Sponsor provides for the Plan.
- 4) The Employees, classes of Employees or other workforce members identified in the plan document will be subject to disciplinary action and sanctions, including termination of employment or affiliation with the Plan Administrator for any use or disclosure of Protected Health Information that violates the provisions herein. The Plan Administrator will promptly report any violation to the Plan, as required by this provision. The Plan Administrator will also cooperate with the Plan to correct the violation, to impose appropriate disciplinary action or sanctions on each Employee or other workforce member causing the violation, and to mitigate any deleterious effect of the violation on the individual whose privacy rights may have been compromised by the violation.
- 5) The Plan Administrator will ensure that the provisions of this section are supported by reasonable

# Foreword

and appropriate security measures to the extent that the designees have access to electronic protected health information.

## No Surprises Act

If you receive care from an out-of-network Provider or facility, your health plan may not Cover the entire cost. As a result, you may be left with higher costs than if you received care from an in-network Provider or facility. In the past, in addition to any out-of-network cost sharing you may owe, the out-of-network Provider or facility could bill you for the part of the bill that your health plan did not pay, resulting in a balance bill. An unexpected balance bill from an out-of-network Provider or facility is also called a surprise medical bill.

Starting in January 2022, new rules went into effect to protect you from surprise medical bills. These rules are sometimes called the “No Surprises” rules. These rules:

- Ban surprise medical bills for Emergency services, even if you get them out-of-network and without approval beforehand (Prior Authorization).
- Ban out-of-network cost-sharing (like out-of-network Coinsurance or copayment) for all Emergency and some non-Emergency services. You can't be charged more than in-network cost-sharing for these services.
- Ban out-of-network charges and balance bills for supplemental care (like anesthesiology or radiology) by out-of-network Providers who work at an in-network facility.
- Require that health care Providers and facilities give you an easy-to-understand notice explaining that getting care out-of-network could be more expensive and options to avoid balance bills. You're not required to sign this notice or get care out-of-network.

Also starting in January 2022, if you think your health plan's decision to not pay part or all of a claim violates the new surprise billing protections, you can Appeal that decision. You can use the external review process described in the plan document and denial notices to request the external review of your plan's decision to determine if your claim is subject to the No Surprises Act. If a claim is subject to the No Surprises Act, the Provider and PHP will follow the federal regulations to resolve any differences over the payment amount. This policy will be administered in accordance with the No Surprises Act and applicable regulations and, to the extent any provision of the Policy conflicts, the law will govern.

If you have a question about these new rules or believe the rules are not being followed, contact the “No Surprises” Health Desk at 1-800-985-3059 or submit a complaint online at <https://www.cms.gov/nosurprises/consumers/complaints-about-medical-billing>.

## Contact PHP

Your satisfaction as a Member is very important to us. Please call us if you need a copy of the Contract or any Amendment, or you have a question or concern about your Coverage or procedures you must follow. You can reach our Customer Service Department during normal business hours as follows: (260) 432-6690, Extension 11; 1-800-982-6257, Extension 11; or [custsvc@phpni.com](mailto:custsvc@phpni.com) (e-mail).

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**RESERVED FOR  
SCHEDULE OF BENEFITS**

**SAMPLE**

# Benefits and Services

Refer to the Schedule of Benefits for specific benefit information.

## Medical Services in a Doctor's Office

We will Cover Health Services provided in a Par Doctor's office. A Par Doctor must order and provide or direct such services. A Deductible or an additional Copay or Coinsurance may apply for certain diagnostic, lab or x-ray services as set forth in the Contract.

## Diagnostic Services

When specific symptoms exist, we will Cover routine diagnostic services performed to diagnose a medical condition, as ordered by a Par Doctor. A Par Provider must perform such services, which include:

- A. routine radiology services, such as but not limited to: chest x-ray or MRI; or
- B. routine lab services, such as but not limited to: pregnancy test; blood test, or urine test.

## Preventive Care

PHP covers a comprehensive range of preventive care services, including the preventive services required by the ACA. To be considered "preventive care," you must not have symptoms or a history of the health problem, which is the subject of the office or outpatient visit. There are no cost-sharing (Copay, Coinsurance or Deductible) requirements associated with preventive care if you visit a Participating Provider. If you visit a non-Par Provider for preventive care services and if this Contract covers out-of-network services, then you shall pay the normal cost-sharing as shown on your Schedule of Benefits. If this Contract does not cover out-of-network services, then preventive care services received from a non-Par Provider will not be Covered.

If you have current symptoms or a history of a health problem, which is the subject of the office or outpatient visit, you must pay the cost-sharing amount shown on your Schedule of Benefits. Similarly, if the primary purpose of the office or outpatient visit is for reasons other than preventive care, you must pay the cost sharing amount shown on your Schedule of Benefits even if you received Covered preventive services during the visit. Services received outside of an office or outpatient setting are not preventive care services.

Covered preventive care services include:

- A. services with an "A" or "B" rating as described in the United States Preventive Services Task Force ("USPSTF") recommendations;
- B. immunizations as described in the Advisory Committee on Immunization Practices ("ACIP") of the Centers for Disease Control and Prevention;
- C. services described in certain guidelines for infants, children, adolescents and women supported by the Health Resource and Services Administration ("HRSA"); and
- D. services described in the Women's Preventive Services Guidelines of the HRSA.

PHP will Cover, in addition to the Federal requirements above, the following services as preventive care to the extent required by Indiana law:

- A. mammography screenings as follows:
  - 1) at least one (1) baseline breast cancer screening mammography for a member at least thirty-five (35) years of age but less than forty (40) years of age;
  - 2) one (1) breast cancer screening mammography performed annually for a member that is less than forty (40) years of age and is a woman at risk;
  - 3) one (1) breast cancer screening mammography performed annually for a member that is at least forty (40) years of age;
  - 4) any additional mammography views that are required for proper evaluation; and
  - 5) ultrasound services, if determined medically necessary by the physician for the member.
- B. prostate specific antigen tests as follows:
  - 1) at least one (1) prostate specific antigen test annually for a member at least fifty (50) years of age; and

## Benefits and Services

- 2) at least one (1) prostate specific antigen test annually for a member that is less than fifty (50) years of age who is at high risk for prostate cancer according to the American Cancer Society guidelines.
- C. routine colorectal cancer examinations, related laboratory tests, and a follow-up colonoscopy as a result of a positive colorectal cancer screening test. For those Members under the age of 45, such services are Covered as preventive only if they provide us with appropriate written documentation demonstrating they are at high risk for colorectal cancer according to the most recent published guidelines of the American Cancer Society; and
- D. newborn infant screenings including, but not limited to, Adrenoleukodystrophy (ALD).

To the extent treatments or services are not determined to be preventive care, the treatments or services may be Covered under other terms of this Contract. Please note that PHP shall administer these preventive care benefits consistently with Federal and/or State regulations. Certain conditions and/or standards must be met for PHP to consider such services "preventive" with no applicable cost-sharing requirements by you. Services that exceed the applicable preventive care thresholds shall be subject to normal cost-sharing. For example, if you are eligible to receive an annual preventive care recommended colorectal cancer screening, but receive two such screenings in a Calendar Year, the first screening will be reimbursed as preventive care with no cost-sharing requirements required by you. You must pay the normal cost-sharing as shown on your Schedule of Benefits for the second screening.

If you have questions about benefits that are Covered under this Preventive Care section, you may contact PHP's Customer Service Department: (260) 432-6690, Extension 11; (800) 982-6257, Extension 11; (260) 432-0493 (fax); [custsvc@phpni.com](mailto:custsvc@phpni.com) (email); or [www.phpni.com](http://www.phpni.com). You can also view the Federal Government's websites, including: [www.uspreventiveservicestaskforce.org](http://www.uspreventiveservicestaskforce.org), [www.cdc.gov/vaccines/acip/index.html](http://www.cdc.gov/vaccines/acip/index.html) or [www.hrsa.gov](http://www.hrsa.gov).

### **Outpatient Surgical, Medical and Professional Services**

We will Cover outpatient Health Services provided in a Par Hospital; Alternate Facility; lab; or x-ray facility. A Par Doctor must order and provide or direct such services.

Outpatient services include:

- A. treatment of Injury or Sickness, such as but not limited to: operating room services; diagnostic tests; therapeutic services; Health Services to treat diabetes; Reconstructive Surgery; Health Services to treat complications of Substance Use Disorder; medications and dressings; and non-disposable medical supplies.
- B. medical care, such as but not limited to: well-baby care; physical exams; colonoscopies; voluntary family planning; and Routine Immunizations.
- C. radiation therapy services.

### **Inpatient Surgical, Medical and Professional Services**

We will Cover inpatient Health Services for Confinement in a Par Hospital or other facility we approve. Certain Health Services received during Confinement are subject to separate benefit restrictions and/or Copays/Coinsurance such as but not limited to rehab services.

Inpatient Services include:

- A. treatment of an Injury or Sickness, such as but not limited to: diagnostic tests; therapeutic services; Health Services to treat diabetes; Reconstructive Surgery; Health Services to treat complications of Substance Use Disorder; medications; and dressings.
- B. Semi-private Room or, if supported by Medical Necessity, an intensive specialty care unit room or a private room. No more than one room rate per day is Covered.
- C. related services and supplies, such as but not limited to operating room charges.

### **Emergency Health Services**

# Benefits and Services

We will Cover Emergency Health Services:

- A. provided by a Par or non-Par Provider in a Hospital Emergency room or freestanding Emergency facility. The Emergency room Copay is waived if you are admitted on an inpatient basis for the same condition within 24 hours of treatment.
- B. to treat an Injury or Sickness provided in an Urgent Care Center.

The Contract does not Cover non-Emergency Health Services received in a Hospital Emergency room or freestanding Emergency facility. Certain Health Services may be subject to benefit restrictions described elsewhere in the Contract.

## Urgent Care Services

Urgent Care is the treatment of an unexpected Sickness or Injury that is not life or limb threatening, but requires prompt medical attention. Urgent Care services are not the same as Emergency Health Services. They do not call for the use of a Hospital Emergency room. Urgent Care services received in a Hospital Emergency room are not Covered. Urgent Care services received within the Service Area must be received at a Par Provider to be Covered.

## Ambulance Service

The Contract Covers ambulance services provided by a licensed ambulance service for:

- A. Emergency ambulance transportation to the nearest Hospital where Emergency Health Services can be provided for the emergent condition.
- B. non-Emergency ambulance transportation if such service is:
  - 1) recommended by a Par Doctor;
  - 2) Medically Necessary; and
  - 3) approved in advance by PHP.

## Home Health Agency Services

Such services must be ordered by a Par Doctor and provided by a licensed registered nurse. The Contract does not Cover Custodial Care. Covered services are limited to those which would be performed if you were Confined to the home for medical reasons and physically unable to obtain needed medical services on an outpatient basis.

## Hospice Care and Services

We will Cover inpatient and outpatient Hospice Care and Services related to or resulting from a Member's terminal Sickness when:

- A. a Par Doctor recommends such services;
- B. a Par Doctor certifies the Member to be terminally ill with six months or less to live;
- C. you receive such services in a Hospice Facility or in the home by a Hospice Care Agency; and
- D. a Par Provider orders, arranges or provides the services.

There is no Coverage under this Contract for:

- A. funeral arrangements;
- B. bereavement, pastoral or legal counseling;
- C. homemaker or Care Taker Services; or
- D. Respite Care.

Health Services that would otherwise require Confinement in:

- A. a Hospital;
- B. an Approved Inpatient Transitional Care Unit; or
- C. a Home Health Agency;

are subject to separate benefit restrictions and/or Copays/Coinsurance. These are described elsewhere in the Contract, for example, the number of Home Health Agency days.

# Benefits and Services

## Inpatient Transitional Care Unit Services

We will Cover Confinement in an Approved Inpatient Transitional Care Unit when ordered by a Par Doctor. Coverage is:

- A. limited to care and treatment of an Injury or Sickness in lieu of an acute inpatient stay; or
- B. provided for a Semi-private Room, related services and other supplies.

Certain Health Services rendered during Confinement are subject to separate benefit restrictions and/or Copay/Coinsurance described elsewhere in the Contract such as but not limited to rehab services. This Contract does not Cover Custodial Care.

## Durable Medical Equipment (DME), Prosthetics, Orthotic Appliances and Ostomy Supplies

We will Cover:

- A. DME, prosthetics, Orthotic Appliances ordered by and provided by a Par Provider for use outside a Hospital or Approved Inpatient Transitional Care Unit;
- B. Ostomy Supplies obtained from a Par Provider;
- C. a prosthetic arm, hand, leg or foot (and the Orthotic Device that is part of a prosthesis), including the repair or replacement of a prosthesis, ordered by and provided by a Provider when your physician determines it to be Medically Necessary to restore or maintain your ability to perform activities of daily living or essential job related activities;
- D. Custom molded foot orthotics obtained with a Prescription and placed in shoes to support or help control abnormal motion of the foot; and
- E. Wearable cardioverter defibrillators, including ongoing monitoring services and accessories.

This Contract limits Coverage to:

- A. an initial purchase or rental of an item based on Medical Necessity or change in medical condition, as we determine, and appropriate for your Basic Health Needs;
- B. replacement of a prosthetic device while you are a Member only if Medically Necessary;
- C. repair or replacement, at our discretion, of an item, rather than Cover the purchase of a new item. The cost to repair an item is limited to the replacement cost of such item; and
- D. supplies associated with the initial purchase, repair or replacement of an item (excluding diabetic supplies, as they are Covered elsewhere in this Contract).

This Contract does not Cover:

- A. items/features which merely contribute to your convenience, such as but not limited to: electric wheelchairs; motor vehicles; scooters; lifts for wheelchairs; and the like;
- B. thermal or cooling devices, such as but not limited to, Game Ready Accelerated Recovery System, Cryo/Cuff by Aircast, and AutoChill Accessory Kit by Aircast, except in accordance with our guidelines;
- C. pneumatic compression devices unless otherwise authorized and in accordance with PHP's medical policies;
- D. batteries needed to operate any item;
- E. items which are ordered and/or fitted that you did not take possession of while a Covered Member under the Contract;
- F. items ordered and/or fitted before your effective date of Coverage; and
- G. the repair of items damaged due to negligence, abuse, excessive wear and tear or misuse.

If a Member pays an online retailer for medically prescribed Covered Durable Medical Equipment (like Amazon), the Member may submit evidence of such payment to PHP within 90 days from the date of service, together with the claim information, including, but not limited to, Member identification, date of service, metric quantity dispensed, days' supply, amount paid, and the prescribing Physician. PHP will evaluate such claim and determine, in its sole discretion, if the claim is otherwise reimbursable under the terms of the Policy, including all limitations, exclusions, and cost sharing provisions; provided, however, under no circumstance will PHP pay more than the amount that would have been payable if provided under our Participating Provider contract. Shipping and handling charges are excluded from reimbursement.

# Benefits and Services

## Therapy Services (Rehabilitation Services/Habilitation Services)

We will Cover certain therapy services, as applicable, for Rehabilitation Services or Habilitation Services that:

- A. a Par Doctor orders;
- B. a Par Provider or Par Facility provides;
- C. will result, in the judgment of a Par Doctor and PHP, in a practical improvement of your condition within a reasonable period of time after the start of such services; and
- D. are Medically Necessary.

The Contract limits Coverage to the following:

### Physical Medicine Therapy Services

- A. **Physical therapy** given to relieve pain, restore function, and to prevent disability following illness, injury, or loss of a body part. It includes treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following illness, injury, or loss of a body part. The Contract does not Cover the following: maintenance therapy to delay or minimize muscular deterioration in patients suffering from a chronic disease or illness; repetitive exercise to improve movement, maintain strength and increase endurance (including assistance with walking for weak or unstable patients); range of motion and passive exercises that are not related to restoration of a specific loss of function, but are for maintaining a range of motion in paralyzed extremities; general exercise programs; diathermy, ultrasound and heat treatments for pulmonary conditions; diapulse; work hardening.
- B. **Speech therapy** for the correction of a speech impairment.
- C. **Occupational therapy** for the treatment of a physically disabled person by means of constructive activities to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role. Occupational therapy does not include diversional, recreational, vocational therapies (e.g. hobbies, arts and crafts). Non-Covered Health Services include but are not limited to: supplies (looms, ceramic tiles, leather, utensils); therapy to improve or restore functions that could be expected to improve as the patient resumes normal activities again; general exercises to promote overall fitness and flexibility; therapy to improve motivation; suction therapy for newborns (feeding machines); soft tissue mobilization (visceral manipulation or visceral soft tissue manipulation), augmented soft tissue mobilization, myofascial; adaptions to the home such as rampways, door widening, automobile adaptors, kitchen adaptation and other types of similar equipment.
- D. **Manipulation Therapy** includes Osteopathic/Chiropractic Manipulation Therapy used for treating problems associated with bones, joints and the back. The two therapies are similar. Chiropractic therapy focuses on the joints of the spine and the nervous system. Osteopathic therapy includes equal emphasis on the joints and surrounding muscles, tendons and ligaments. Manipulations, whether performed and billed as the only procedure or manipulations performed in conjunction with an exam and billed as an office visit, will be counted toward any maximum for Manipulation Therapy services as specified in the Schedule of Benefits. The Contract does not Cover Manipulation Therapy services rendered in the home as part of Home Care Services. Experimental, Investigational and Unproven Services, such as but not limited to: VAXD; Lordex; ART; DRS; and posture pump are not Covered.

### Other Therapy Services

- A. **Cardiac rehabilitation** to restore an individual's functional status after a cardiac event. It is a program of medical evaluation, education, supervised exercise training, and psychosocial support. Home programs, on-going conditioning and maintenance are not covered. Such cardiac rehabilitation must meet our guidelines to be Covered.
- B. **Pulmonary rehabilitation** to restore an individual's functional status after an illness or injury. Covered Services include but are not limited to Outpatient short-term respiratory services for conditions which are expected to show significant improvement through short-term therapy. Also covered is inhalation therapy administered in Physician's office including but are not limited to breathing exercise, exercise

# Benefits and Services

not elsewhere classified, and other counseling. Pulmonary rehabilitation in the acute Inpatient rehabilitation setting is not a Covered Service.

The Contract does not Cover therapy services, either as Rehabilitation Services or Habilitation Services, when treating chronic conditions for which there is no reasonable expectation of significant improvement.

## Transplant Procedure Services

We will Cover select inpatient and outpatient services associated with certain organ transplants, including stem cell transplants. Services must be ordered, planned, provided or arranged by a Doctor and performed at a Designated Transplant Center of Excellence (Center of Excellence). Transplant services performed at a non-Center of Excellence are not Covered. Corneal transplants do not need to be performed at a Center of Excellence, but must meet all other guidelines. Such Centers of Excellence shall be defined by us. Transplant coverage may be deferred to and governed by a contracted third-party transplant manager, specializing in such transplants.

Coverage is provided for the procurement and transplant of organs. Transplant procedure services must:

- A. be Medically Necessary;
- B. be determined not to be Experimental, Investigational, or Unproven by PHP, or our contracted third-party transplant manager, at the time we make a Coverage determination;
- C. not involve artificial, mechanical or animal organs; and
- D. approved by PHP or its contracted third-party transplant manager, in advance.

We provide Coverage for hospital and medical expenses related to an unrelated donor search (donor organ, donor tissue or prospective donor) limited to a \$30,000 benefit limit per transplant procedure, but only if our guidelines are met.

Hospital and medical expenses for a donor or donor organ are Covered except:

- A. no Coverage is provided for the purchase of an organ or donor tissue if the organ or donor tissue is sold rather than donated; and
- B. no Coverage is provided for donor expenses when the recipient is not a Member.

Unless excluded below, Coverage will be provided for expenses for travel to and lodging near a Center of Excellence for an eligible transplant candidate and companion under the following limitations:

- A. The Center of Excellence is more than 50 miles from the Member's home address;
- B. Travel will be Covered for the Member and one companion, unless the Member is 18 years old or younger, in which case two companions' travel expenses will be covered;
- C. Travel expenses will include: automobile mileage at the current IRS rate, flights (economy or coach seats only) and hotel rooms;
- D. All travel expenses, taken together, for any one transplant procedure may not exceed \$10,000; and
- E. Only those travel expenses associated with the actual transplant procedure will be Covered, but will not be reimbursed until after the transplant procedure occurs.

Non-Covered services for transportation and lodging include, but are not limited to the following:

- A. Meals;
- B. Child care;
- C. Mileage within the medical transplant facility city;
- D. Rental cars, buses, taxis, or shuttle services, unless authorized in advance by us;
- E. Frequent flyer miles;
- F. Coupons, vouchers, or any travel upgrades;
- G. Prepayments or deposits;
- H. Services for a condition that is not directly related, or a direct result, of the transplant;
- I. Telephone calls;
- J. Laundry;
- K. Postage;

# Benefits and Services

- L. Entertainment, including in-room video and/or movie entertainment;
- M. Travel expenses for donor companion/caregiver; and
- N. Return visits for the donor for a treatment of a condition found during the evaluation.

Services are Covered at the specific benefit level as outlined throughout this Contract.

## Temporomandibular or Craniomandibular Joint Disorder and Craniomandibular Jaw Disorder Services

Benefits are provided for temporomandibular (joint connecting the lower jaw to the temporal bone at the side of the head) and craniomandibular (head and neck muscle) disorders. Covered services must be provided according to our guidelines, require Prior Authorization and are limited to Medically Necessary services, including certain surgeries, injections, manipulations and appliances. Covered Services do not include Cosmetic Procedures or services, fixed or removable appliances that involve movement or repositioning of the teeth, repair of teeth (fillings), or prosthetics (crowns, bridges, dentures). Braces for teeth, experimental services and non-Medically Necessary services are not Covered. Services are limited to one treatment per side of the head, per lifetime.

## Maternity Services

We will Cover Maternity Services for normal and complicated pregnancies when ordered by, provided by or under the direction of a Par Doctor.

We provide benefits for an inpatient stay at a Par Hospital of at least:

- A. 48 hours for the mother and newborn following a normal vaginal delivery; or
- B. 96 hours for the mother and newborn following a cesarean birth.

An authorization is required for a Hospital stay in excess of 48 hours or 96 hours.

A shorter stay is allowed if the mother and attending Doctor together decide that further inpatient stay is not necessary for the mother or newborn. When a shorter stay is elected, PHP will Cover one at-home visit for the mother and newborn that shall be conducted within 48 hours after Hospital discharge. This visit must:

- A. be ordered by the Par Doctor and performed by a licensed registered nurse or a licensed advance practice nurse;
- B. be approved in writing in advance by PHP; and
- C. be performed at the mother's choice, at the mother's residence or at the Par Provider's facility or office.

## Autism Spectrum Disorder (ASD) Services

We Cover ASD services that are prescribed by a Member's treating Par Doctor in accordance with a treatment plan. Any exclusion within the Contract that is inconsistent with the treatment plan does not apply.

Coverage provided for ASD will not be subject to dollar limits, Deductibles or Copays/Coinsurance that are less favorable than the dollar limits, Deductibles or Copays/Coinsurance that apply to physical illness generally under the Contract.

## Diabetes Services

We will Cover Health Services and self-management training for diabetes that is:

- A. Medically Necessary; and
- B. ordered and provided by or under the direction of a Par Provider.

## Cancer Chemotherapy Treatment

We will Cover cancer chemotherapy treatment when ordered by and provided by a Par Provider.

# Benefits and Services

## Pediatric Neuropsychiatric Disorders

We will Cover treatment of (1) Pediatric Neuropsychiatric Disorders for pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections (PANDAS), and (2) pediatric acute-onset neuropsychiatric syndrome (PANS) including treatment with intravenous immunoglobulin therapy, when ordered by, provided by, or under the direction of, a Par Doctor.

Coverage provided for PANDAS or PANS will not be subject to dollar limits, Deductibles or Copays/Coinsurance that are less favorable than the dollar limits, Deductibles or Copays/Coinsurance that apply generally under the Contract.

## Outpatient Prescription Drugs

We will Cover outpatient Prescription Drugs that are prescribed by a Prescriber and dispensed at a Par Pharmacy, Specialty Pharmacy or through a Par Mail Order Drug Provider as set forth in the Schedule of Benefits. Prescription Drugs must be Medically Necessary and, when required by us, Prior Authorized in advance. Refer to the Schedule of Benefits for specific benefit information.

Prescriptions filled at non-Par Pharmacies or through non-Par Mail Order Drug Providers are not Covered, except in the event of an Emergency as specified in the Contract. Under this exception, your Copays/Coinsurance, supply units, etc. are the same as the applicable Par requirements set forth in the Schedule of Benefits.

When Prior Authorization is required for Coverage of certain Prescription Drugs, it should be initiated by the Prescriber, Par Pharmacy or Specialty Pharmacy. If Prior Authorization is not received, the Member may submit a claim accompanied by supporting documents to PHP for Coverage consideration.

### **Member Responsibility**

- A. any applicable Copay/Coinsurance or Deductible or, if less than any Copay/Coinsurance or Deductible, the Provider's Reasonable and Customary Charge;
- B. Additional Charge (if any);
- C. 100% of the cost of a Prescription Drug when Step Therapy is not followed, unless you or your Doctor have requested, and PHP has granted, a Step Therapy exception (see the section "Step Therapy Protocol Exception");
- D. 100% of the cost of drugs or supplies not Covered;
- E. 100% of the cost of that portion of a Prescription Drug that exceeds the Contract's dispensing limits; and
- F. 100% of the cost of Covered Prescription Drugs when you fail to show your I.D. card.

When the Outpatient Prescription Drugs benefit has an applicable Copay, we use a five-tier system that takes into consideration a number of factors, including the usage, cost and clinical effectiveness of Prescription Drugs. We recommend that you check the Schedule of Benefits, which will identify the applicable Deductible, Copay and/or Coinsurance whether or not the tier system applies to your benefit.

Tier 1 (preferred Generic Drugs) – this tier typically has the lowest Copays and/or the lowest Coinsurance. It includes some Generic Drugs and may include other low cost drugs.

Tier 2 (non-preferred Generic Drugs) – this tier typically has Copays and/or Coinsurance that are higher than Tier 1, but lower than all other tiers. It includes some Generic Drugs and may include other low-cost drugs.

Tier 3 (preferred Brand Drugs) – this tier typically has Copays and/or Coinsurance higher than those in Tier 1 or Tier 2. This tier includes some Brand Name Drugs and other high-cost drugs, but may also include Generic Drugs.

Tier 4 (non-preferred Brand Drugs) – this tier typically has Deductibles and then Copays and/or Coinsurance higher than all other tiers except for Tier 5. It includes some Brand Name Drugs and other high-cost drugs, but

## Benefits and Services

may also include Generic Drugs.

Tier 5 (Specialty Drugs) – this tier does not have Copays, but typically has the highest Coinsurance and includes Specialty Drugs, high-cost drugs and may also include generic drugs. Prescription Drugs in this tier are limited up to a 30-day supply, except when a manufacturer's packaging further limits the supply.

Your share of the cost of Prescription Drugs may vary depending on the tier the Prescription Drug is in when your Prescription is filled. The higher the tier, the more you will typically have to pay for a Prescription Drug. Please refer to the Schedule of Benefits for applicable cost sharing. The use of Generic Drugs/Prescription Drugs/Specialty Drugs to describe the tiers is for educational purposes. Such use does not guarantee where we place drugs amongst the tiers. During the course of the Plan Year, we may change the placement of a particular Prescription Drug among the tiers. This change may occur without prior notice to you. Because of such potential tier-status changes, the amount you may have to pay for a particular Prescription Drug may be lower or higher than what you may have previously paid for a particular Prescription Drug. If you have questions about the tier status of a Prescription Drug, we encourage you to contact our Customer Service department or to check our website at [www.phpni.com](http://www.phpni.com).

Generic Drugs are typically the most affordable drugs. Depending on the applicable tier, Generic Drugs offer you more affordability than do Brand Name Drugs. Please note that not all strengths and formulations of Generic Drugs have the same tier status. Prescription Drugs will be dispensed as ordered by your Prescriber. You may ask for (or the Prescriber may order) a Brand Name Drug. However, if a Generic Drug is available, you will have to pay the difference in the cost between Brand Name Drug and the Generic Drug, plus the applicable Copay (see, Schedule of Benefits). Because Generic Drugs, by law, must meet the same regulatory standards for safety, strength and effectiveness, using Generic Drugs generally saves you money, yet provides the same quality.

You must present your I.D. card to the Par Pharmacy when filling a Prescription Drug. The Par Pharmacy will file your claim with us on your behalf. You may be charged cost-sharing at the point of purchase. If you do not present your I.D. card, you will have to pay 100% of the cost of Covered Prescription Drugs. Prescription benefits may be subject to additional cost-sharing as described in this Certificate.

Members are required under this Contract to pay the applicable cost sharing, which includes the Deductible, Copays or Coinsurance as shown on the Schedule of Benefits. The requirement to pay the applicable cost sharing (Deductible, Copays or Coinsurance) cannot be waived by a Provider, a Pharmacy or anyone else under any "fee forgiveness," "not out-of-pocket," "discount program," "coupon program" or similar arrangement. To the extent a Provider, Pharmacy or third party (other than family) waives, discounts, reduces, or indirectly pays the required cost sharing (Deductible, Copays, Coinsurance) for a particular claim, the applicable cost sharing met by the Member on the claim will be reduced to reflect the amount of such waiver, discount, reduction or third-party payment. Furthermore, the total amount accumulated toward any overall Deductible and/or maximum Out-of-Pocket amounts as shown on the Schedule of Benefits will be reduced by the amount of such waiver, discount, reduction or third-party payment. If Copay assistance is used by a Member, then PHP maintains the right to receive the Copay assistance amounts from Providers.

If a Prescription includes more than one Covered Prescription Drug, a separate Copay or Coinsurance will apply to each Prescription Drug.

If a Member pays a Participating Pharmacy for a medically prescribed Covered Prescription Drug using a pricing application (like GoodRX), the Member may submit evidence of such payment to PHP within 90 days from the date of service, together with the claim information, including, but not limited to, Member identification, date of service, metric quantity dispensed, days' supply, amount paid, and the prescribing Physician. PHP will evaluate such claim and determine, in its sole discretion, if the claim is otherwise reimbursable under the terms of the Policy, including all limitations, exclusions, and cost sharing provisions; provided, however, under no circumstance will PHP pay more than the amount that would have been payable if provided under our pharmacy benefit contract. Shipping and handling charges are excluded from reimbursement.

# Benefits and Services

## Step Therapy Protocol Exception

If you or your Doctor want to request an exception for a Prescription Drug not recommended according to the Step Therapy Protocol, you or your Doctor can contact us by calling Customer Service and we will provide you with a copy of the form for requesting a protocol exception.

Upon receipt of your Step Therapy Protocol Exception Request or Appeal of a denial of a protocol exception request, we will make a determination not more than:

- A. in an urgent care situation, one (1) business day after receiving the request or Appeal; or
- B. in a non-urgent care situation, three (3) business days after receiving the request or Appeal.

We will approve the protocol exception request in any of these situations:

- A. your preceding Prescription Drug is contraindicated or will likely cause an adverse reaction or physical or mental harm to you. Here, a preceding Prescription Drug is the prescription drug that must first be used and found to be inappropriate to treat your condition in order for PHP to Cover a subsequent treatment with a different prescription drug.
- B. your preceding Prescription Drug is expected to be ineffective, based on both of the following:
  - 1) your known clinical characteristics; and
  - 2) the known characteristics of the preceding Prescription Drug, as found in sound clinical evidence.
- C. you have previously received either (1) a preceding Prescription Drug or (2) another Prescription Drug that is in the same pharmacologic class or has the same mechanism of action as the preceding Prescription Drug, and that Prescription Drug was discontinued due to lack of efficacy or effectiveness, diminished effect, or an adverse event.
- D. based on clinical appropriateness, a preceding Prescription Drug is not in your best interest because your use of the preceding Prescription Drug is expected to:
  - 1) cause a significant barrier to your adherence to or compliance with your plan of care;
  - 2) worsen your comorbid condition; or
  - 3) decrease your ability to achieve or maintain reasonable functional ability in performing daily activities.

We may request a copy of relevant documentation from your medical record in support of the protocol exception.

We will notify you and your Doctor if a protocol exception is approved.

If we deny your protocol exception request or your Appeal of a denied protocol exception request, we will notify you and your Doctor of the denial and include a detailed, written explanation of the reason for the denial, and the clinical rationale that supports the denial.

As used in this section:

“Protocol exception” means our determination that, based on a review of a request for the determination and any supporting documentation: (1) a step therapy protocol is not medically appropriate for treatment of your particular condition; and (2) we will (A) not require your use of a preceding prescription drug under the step therapy protocol; and (B) provide immediate coverage for another prescription drug that is prescribed for you.

“Step therapy protocol” means a protocol that specifies, as a condition of coverage under This Plan, the order in which certain prescription drugs must be used to treat your condition.

“Urgent care situation” means an injury or condition that, if medical care or treatment is not provided earlier that the time frame generally considered by the medical profession to be reasonable for a non-urgent situation, could seriously jeopardize your life, health, ability to regain maximum function, or could subject to you severe pain that cannot be adequately managed, based on your Doctor’s judgment.

## Drug Formulary Changes

# Benefits and Services

In the event that PHP would remove a Prescription Drug from our drug Formulary in the middle of the Calendar Year; PHP will send a written notice of the removal or change to each Member at least 60 days before the change is effective. Members may request an extension of Coverage for the Prescription Drug.

If the Member request is supported by documentation from the Prescriber, PHP shall make a determination concerning the Member's request:

- A. in an Urgent Care situation, not more than one business day after receiving the request; or
- B. in a non-urgent situation, not more than three business days after receiving the request.

If the Member request is granted by PHP, we will notify the Member and the Prescriber of the authorization for Coverage of the Prescription Drug that was the subject of the request. This extension of Coverage will be through the end of the Calendar Year and is permitted only once and may not be repeated unless otherwise provided by PHP.

Nothing prohibits PHP from removing a Prescription Drug from our drug Formulary or denying Coverage if:

- A. the federal Food and Drug Administration has issued a statement about the Prescription Drug that calls into question the clinical safety of the Prescription Drug;
- B. the manufacturer of the Prescription Drug has notified the federal Food and Drug Administration of a manufacturing discontinuance or potential discontinuance of the Prescription Drug; or
- C. the manufacturer of the Prescription Drug has removed the Prescription Drug from the market.

## Behavioral Health and Mental Health and Substance Use Disorder

This benefit addresses the services and the supplies for the diagnosis and treatment of Behavioral Health and Mental Health and Substance Use Disorder that are classified in the ICD or DSM. The services and supplies set forth herein will be Covered the same as any other medical or surgical condition, subject to the terms and limitations set forth in the Contract. Refer to the Schedule of Benefits for specific benefit information.

We will Cover outpatient services for the diagnosis and treatment of Behavioral Health and Mental Health and Substance Use Disorder, including but not limited to: diagnostic, intensive outpatient, and partial hospitalization when ordered and provided by or under the direction of a Par Provider. We will Cover Confinement in a Par Hospital or other facility approved by PHP when ordered and provided by or under the direction of a Par Provider. Coverage includes a Semi-private Room and related Eligible Expenses. A private room is only Covered when supported by Medical Necessity and approved by PHP in advance.

## Approved Clinical Trials

We will Cover services for routine patient care rendered as part of an approved clinical trial if such services are already Covered by the Contract and meet our guidelines. The approved clinical trial must be a Phase I, II, III or IV research study and:

- A. be conducted using a particular care method to prevent, diagnose or treat a cancer or other life-threatening disease or condition for which:
  - 1) there is no clearly superior, non-investigational alternative care method;
  - 2) available clinical or preclinical data provides a reasonable basis from which to believe that the care method used in the research study is at least as effective as any non-investigational alternative care method;
- B. be conducted in a facility where personnel providing the care method to be followed in the research study have:
  - 1) received training in providing the care method;
  - 2) expertise in providing the type of care required for the research study; and
  - 3) experience providing the type of care required for the research study to a sufficient volume of patients to maintain expertise;
- C. be conducted to scientifically determine the best care method to prevent, diagnose, or treat the cancer or life-threatening disease or condition; and

# Benefits and Services

- D. be approved or funded by one of the following:
  - 1) A National Institutes of Health institute;
  - 2) A cooperative group of research facilities that has an established peer review program that is approved by a National Institutes of Health institute or center;
  - 3) The United States Food and Drug Administration;
  - 4) The United States Department of Veterans Affairs;
  - 5) The United States Department of Defense;
  - 6) The institutional review board of an institution located in Indiana that has a multiple project assurance contract approved by the National Institutes of Health Office for Protection from Research Risks as provided in 45 CFR 46.103;
  - 7) A research entity that meets eligibility criteria for a support grant from a National Institutes of Health Center.

“Routine care cost” means the cost of Medically Necessary services related to the care method that is under evaluation in an approved clinical trial. It does not include and we will not Cover the following:

- A. The health care service, item, or investigational drug that is the subject of the clinical trial.
- B. Any treatment modality that is not part of the usual and customary standard of care required to administer or support the health care service, item, or investigational drug that is the subject of the clinical trial.
- C. Any health care service, item, or drug provided solely to satisfy data collection and analysis needs that are not used in the direct clinical management of the patient.
- D. An investigational drug or device that has not been approved for market by the United States Food and Drug Administration.
- E. Transportation, lodging, food, or other expenses for the patient or a family member or companion of the patient that are associated with travel to or from a facility where a clinical trial is conducted.
- F. A service, item, or drug that is provided by a clinical trial sponsor free of charge for any patient.
- G. A service, item or drug that is eligible for reimbursement from a source other than a covered individual’s policy of accident and sickness insurance, including the sponsor of the clinical trial.

Members must meet all applicable plan requirements for precertification, registration, and referrals. All applicable plan limitations for coverage of out-of-network care will apply to routine patient care costs in approved clinical trials. All utilization management rules and coverage policies that apply to routine care for members not in approved clinical trials will also apply to routine patient care for members in approved clinical trials.

## Telehealth Services

Telehealth Services performed by Providers may be available under your Contract. To be Covered, Telehealth Services must meet the following:

- A. the underlying Health Services must be Covered by the Contract;
- B. Telehealth Services must be rendered after the Provider has established a provider-patient relationship with the Member, as required by applicable law;
- C. Providers must comply with our policies and procedures concerning Telehealth Services, which shall be available to Providers; and
- D. the technology used must create and maintain a permanent medical record of the Member.

Telehealth Services will not be denied solely because the services were not provided on a face-to-face basis.

## Gender Dysphoria

We may cover transgender surgery procedures for a Member when all of the following criteria are met:

- A. the Member has persistent, well-documented definitive diagnosis of gender dysphoria from a Par Doctor;
- B. the Member has received continuous hormone therapy for 12 months or more under the supervision of a Par Doctor, unless the Member has a medical contraindication;
- C. the Member has lived as their reassigned gender full-time for 12 months or more (which may be concurrent with Item B. above);
- D. a written psychological assessment from at least two qualified behavioral health providers experienced

## Benefits and Services

in treating gender dysphoria documents all required criteria as per PHP's medical policies including capacity to make a fully informed decision and consent for treatment;

- E. the Member's medical and mental health providers document that there are no contraindications to the planned surgery and agree with the plan, within 3 months of PHP's approval;
- F. member is at least 18 years of age (age of majority); and
- G. PHP provides written, prior approval of the transgender surgical procedure as Medically Necessary.

Notwithstanding the foregoing, we do not cover the reversal of any transgender surgery. In addition, we do not cover the procedures listed below performed for the purpose of transgender surgery because they are considered cosmetic for all Members (this list is not all-inclusive): body contouring procedures; vocal cord surgery for voice modification; voice training; hair removal, except as Medically Necessary; and/or reconstructive and cosmetic surgery.

### Oral Surgery

This Plan Covers certain oral surgeries which may include the following:

- A. treatment necessary to manage a newborn's Congenital Defects and Birth Abnormalities known as cleft lip and cleft palate;
- B. treatment for lesions, such as removal of tumors and biopsies.

You may be balance-billed for Covered Services provided by non-contracted providers.

**SAMPLE**

## General Exclusions

The following Health Services, including any and all services directly or indirectly related to or connected with them, regardless of when the injury or illness occurred, are not Covered.

1. Health Services which are not Medically Necessary. This includes services related to a condition for which treatment is not Medically Necessary.
2. Health Services which may be Medically Necessary but which are:
  - A. considered not to be reasonable and necessary or any similar finding by: any government agency or subdivision (such as the FDA and the AHRQ); or by the CMS Medicare Coverage Issues Manual;
  - B. not Covered under Medicare reimbursement laws, regulations or interpretations, on the basis that such are not reasonable and necessary or any similar finding; or
  - C. not commonly and customarily recognized by informed health professionals in the United States as appropriate for the condition being treated.
3. Health Services including complications used in connection with a treatment, service, or supply not Covered by the Contract regardless of coverage provided through another carrier. An example would be inpatient Hospital services used in connection with Cosmetic Procedures.
4. Health Services rendered while you were not Covered under the Contract. This includes services provided before Coverage was effective and after Coverage ended.
5. Health Services:
  - A. for which you have no legal obligation to pay;
  - B. for which a charge would not ordinarily be made in the absence of Coverage under the Contract; or
  - C. furnished under or as a part of a study, grant, or research program.
6. Health Services ordered or rendered by a Provider with the same legal residence as you or who is your spouse, brother, sister, parent, or child.
7. Charges for:
  - A. failure to keep a scheduled appointment;
  - B. telephone consultations from one provider to another provider; or
  - C. completing a claim form or disability papers.
8. Charges for services, supplies, and/or treatments meant to treat or correct a preventable condition or which arise solely due to a Provider's medical error are not Covered expenses ("Never Events"). Neither a finding of Provider negligence and/or malpractice, nor a judicial or administrative finding, is required for service(s) and/or fee(s) to be considered not Covered. PHP will determine whether a specific procedure, service or supply is Covered, including, but not limited to, whether charges are excluded because the cause is due to a Never Event.
9. Charges for services, care or procedures performed in or billed by a hotel, resort, educational institution (other than higher education student health clinics), vocational institution, residential setting, recreational setting or other non-conventional setting (including but not limited to health spas, yoga classes, health clubs, daycare institutions, outward bound programs, wilderness camp programs, ranch programs, halfway houses) even when prescribed by a Provider or services for medical or mental nervous conditions are provided.
10. Charges related to a specific condition for which you have refused to comply or have terminated the scheduled service or treatment against the advice of an attending Doctor.
11. Dental Care, dental implants, except for:
  - A. Emergency dental treatment necessary to relieve pain and stop bleeding as a result of an accidental injury to natural teeth, if such treatment occurs within 24 hours of the accidental injury;
  - B. dental treatment necessary to manage a newborn's Congenital Defects and Birth Abnormalities known as cleft lip and cleft palate;
  - C. anesthesia and Par Hospital charges for your dental treatment if:
    - 1) you are a child under the age of 19; or
    - 2) you have a record of, or are regarded as having, a physical or mental impairment that substantially limits one or more major life activities and your mental or physical condition requires dental treatment to be rendered in a Par Hospital or Par Alternative Facility;and your Dental Treatment, anesthesia and Par Hospital charges are approved in advance in writing by us; or
  - D. Dental Care services recommended by a Par Doctor and approved in advance in writing by PHP as

## General Exclusions

necessary to safeguard your health from a specific non-dental impairment. A non-dental impairment is a medical condition not caused by dental disease but which may be worsened or its treatment complicated by the presence of dental disease. An example of such Covered Dental Care services is the removal of infected, carious teeth prior to an organ transplant.

- 12. Jaw surgery, such as but not limited to osteotomies for the correction of malocclusion, except if Covered elsewhere in the Contract and in accordance with our guidelines. Contact us for information regarding these guidelines.
- 13. Outpatient Prescription Drugs, self administered Specialty Drugs and self administered injectable drugs (except insulin), regardless of where they are administered, unless Covered elsewhere in this Contract.
- 14. Hearing aids and their fitting.
- 15. Eyeglasses and contact lenses and their fitting or routine eye examinations for refractive correction, unless Covered elsewhere in this Contract; radial keratotomy and other refractive eye surgery; orthoptics and other eye exercises; vision training; subnormal vision aids; and other such services, supplies, or procedures intended to correct vision.
- 16. Removal of an organ or tissue from a Member for purposes of transplanting it into a person who is not Covered under the Contract.
- 17. Articles for common household use even if prescribed by a Provider such as but not limited to: air conditioners; humidifiers; dehumidifiers; air purifiers; allergenic pillows or mattresses; and water beds.
- 18. Cosmetic Procedures.
- 19. Personal comfort and convenience items and services or similar services, supplies and equipment, such as but not limited to: TV; phone; barber or beauty service; guest services or meals on wheels.
- 20. Educational or vocational services primarily providing: training in the activities of daily living; work hardening; return to work programs; instruction in scholastic skills such as reading or writing; preparation for an occupation; or treatment for learning disabilities.
- 21. Long-term and maintenance therapy (treatment) and related follow-up evaluations. Services that are excluded from Coverage are those given when no further gains are clear or likely to occur including services that preserve the present level of functioning and prevent loss of functioning, but which do not result in any additional improvement. This exclusion does not apply to Habilitation Services as set forth elsewhere in this Contract.
- 22. Special articles of clothing.
- 23. Routine foot care such as but not limited to, the removal or reduction of corn and calluses or the clipping of nails, unless needed in the treatment of metabolic or peripheral-vascular disease.
- 24. Travel or transportation, even though prescribed by a Provider, except as provided elsewhere in the Contract.
- 25. Personal blood storage; replacing or donating blood or blood plasma; and associated services.
- 26. Autopsy.
- 27. Weight loss programs; appetite suppressants; behavioral modification; and services and supplies of a similar nature; except in accordance with our guidelines. Contact us for information regarding these guidelines.
- 28. Prescribed preparations or over-the-counter products such as: enteral feedings; supplements; vitamins; nutritional and electrolyte therapies. Specific nutritional products required to treat an inherited metabolic disease are Covered.
- 29. Non-Routine Immunizations, screening tests, vaccinations, exams or treatments, such as but not limited to services that:
  - A. are related to judicial or administrative proceedings or orders;
  - B. are conducted for purposes of medical research;
  - C. are to obtain or maintain a license or official document of any type; or
  - D. are to obtain, maintain, or otherwise related to education, travel, employment, insurance, marriage or Adoption.
- 30. Health Services or supplies related to alternative, complementary or integrative medicine or treatments that are not FDA approved to treat, diagnose, prevent or cure a medical condition such as but not limited to: acupuncture; biofeedback; hypnotism; megavitamin therapy; nutritional-based therapy for alcoholism or other Substance Use Disorder; psychosurgery; other forms of alternative treatments as defined by the Office of Alternative Medicine of the National Institutes of Health; and in accordance with our medical policy.
- 31. Cryotherapy; laser treatment; salabrasion; chemosurgery; or other such skin abrasion procedures that are:

## General Exclusions

- A. associated with the removal of scars or tattoos; and/or
- B. which are performed as a treatment for acne.

32. Growth hormone therapy for any condition that is not Medically Necessary.

33. Devices used as safety items or used to affect performance in sports-related activities or intended to improve appearance. All expenses related to physical conditioning, diversion, recreation, and general motivation, such as but not limited to: athletic training; body building; exercise; fitness; flexibility; home exercise equipment; health club memberships; personal fitness trainers; massage; seminars; tapes; and books.

34. Rating scales that measure behavior and attention span in the classroom and at home.

35. Orthopedic shoes or Orthotic supplies including, but not limited to: heel lifts; foot pads; and arch supports. Shoes that are an integral part of a brace may be Covered as DME if approved in advance by PHP.

36. Health Services that are provided or payable under worker's comp, occupational disease, and similar laws, even if the Member's employer is not properly insured or self-insured under such laws. For example, if a Covered Person also farms for profit and is injured while farming, any expenses related to that injury are excluded under This Plan whether or not the farming business has or had workers compensation insurance.

37. Health Services related to marriage counseling.

38. Health Services related to learning disorders.

39. Health services resulting from an illness or Injury, including any complications, regardless of when such illness or Injury occurred:

- A. a contributing cause of which was your participation in:
  - 1) the commission of (or attempt to commit) a crime; or
  - 2) an illegal act or occupation; or
- B. in consequence of you being under the illegal influence of an intoxicant or narcotic or under the influence of a Prescription Drug or other pharmaceutical product that was not prescribed to you or of which you do not have a Prescription.
  - 1) Use of marijuana is considered a criminal act under federal law, and state statutes do not change the exclusion of claims incurred under the influence of marijuana.

This exclusion applies regardless of whether or not you were charged, plead guilty or found guilty of the crime or illegal act or occupation. This exclusion does not apply if your involvement in the crime or illegal act or occupation was solely the result of a medical condition or where you were the victim of a crime, including domestic violence. Unless otherwise prohibited by applicable state statute, this exclusion applies to any service sought, rendered or otherwise received because of a court order, terms of probation and/or a pre-trial diversion agreement.

40. Custodial Care; Respite Care or rest cures; private duty nursing; or services received through a domiciliary care program.

41. Basic non-durable or disposable medical supplies available over the counter, prescribed or non-prescribed.

42. Devices that aid in communication where there is impairment such as but not limited to stuttering or loss of speech following a stroke. For example, a computerized display screen and/or keyboard/touch screen operated electronic voice synthesizer. Except that certain devices used by a Member with a laryngectomy or a permanent tracheostomy are Covered.

43. Experimental, Investigational, off label or Unproven services, treatments, supplies, devices, procedures, as well as drugs not approved by the FDA for the particular indication, unless:

- A. the drug is recognized for treatment of the indication of at least one standard reference compendium; or
- B. the drug is recommended for that particular type of cancer and found to be safe and effective in formal clinical studies, the results of which have been published in a peer reviewed professional medical journal published in the United States or Great Britain.

The fact that the Experimental, Investigational or Unproven services, treatments, supplies, devices, procedures or drugs are the only option available for a particular condition will not result in Coverage.

44. Surrogate parenting; home childbirth; and non-Medically Necessary amniocentesis.

45. Genetic Screening or Testing and genetic counseling. Except PHP Covers certain Health Services that directly impact treatment or clinical decision making for the Member being screened, tested or counseled. PHP also Covers certain Health Services consistent with the federal regulations on preventive care (see, Preventive Care benefit above).

46. Abortion shall in all instances be excluded, except when performed under the following circumstances in accordance with Indiana Senate Enrolled Act 1:

## General Exclusions

- A. Except as prohibited in IC 16-34-4, before the earlier of viability of the fetus or twenty (20) weeks of postfertilization age of the fetus, if for reasons based upon the professional, medical judgment of the pregnant woman's physician, if either:
  - 1) the abortion is necessary when reasonable medical judgment dictates that performing the abortion is necessary to prevent any serious health risk to the pregnant woman or to save the pregnant woman's life; or
  - 2) the fetus is diagnosed with a lethal fetal anomaly.
- B. Except as prohibited by IC 16-34-4, during the first ten (10) weeks of postfertilization age of the fetus, if:
  - 1) the pregnancy is a result of rape or incest.

The abortion must be performed by the physician in a hospital licensed under IC 16-21 or an ambulatory outpatient surgical center (as defined in IC 16-18-2-14) that has a majority ownership by a hospital licensed under IC 16-21.

- 47. Reversal of voluntary sterilization; services associated with the treatment of Infertility resulting from sterilization; and all services related to the treatment of Infertility including, but not limited to: Hospital and surgical procedures and facilities; professional and diagnostic services and monitoring; medications and drugs used in preparation for and/or during a treatment regimen, including ovulatory stimulant drugs; any assisted reproductive technology; artificial insemination; donor sperm; and all treatment protocols and procedures that are in preparation of and involve handling of both human eggs and sperm for the purpose of assisting in conception; except if Infertility is Covered elsewhere in the Contract.
- 48. Any illness or Injury that occurs as a result of a riot, revolt, civil disobedience, nuclear explosion or a nuclear accident or any act of war, declared or undeclared, while serving in the armed forces.
- 49. Except as otherwise required by law or regulation, Health Services required while:
  - A. incarcerated in a federal, state or local penal institution;
  - B. in the custody of federal, state or local law enforcement authorities; or
  - C. participating in a work release program.
- 50. A service, treatment, item or drug that is related to an approved clinical trial in accordance with Indiana Code § 27-13-7-20.2, except routine care costs incurred in the course of an approved clinical trial are Covered if Coverage would be provided for the same routine care costs not incurred in an approved clinical trial.
- 51. Health Services not Prior Authorized as required herein.
- 52. Notwithstanding anything to the contrary in this Certificate or an associated Declaration Page, charges or expenses provided or billed by, or through, Integrated Orthopedics, Blossom Bariatric Physicians or Warm Springs Surgical (Excluded Providers), as hereafter defined shall be excluded. For purposes herein, Excluded Providers shall include any predecessor, successor, affiliate, parent, subsidiary or any entity that has any common ownership with Excluded Providers, applying the attribution and constructive ownership rules of the Internal Revenue Code of 1986, and/or any entity that has a contractual relationship with Excluded Providers.

If a third party is directly or indirectly paid a referral or finder's fee, payment, reward or other remuneration, whether in cash or otherwise, by or on behalf of a Provider to encourage, direct, market or otherwise steer a Plan Member to use such Provider's services, any claim directly related to such services shall be denied.

Services by a Provider that PHP has determined uses abusive or fraudulent services and/or billing practices shall be excluded, unless the Provider can demonstrate that the services were Medically Necessary and billed in accordance with industry standards.

- 53. Referral to non-Par Providers for non-Emergency Health Services rendered outside of the United States and its Territories.
- 54. Services, supplies and Prescription Drugs related to male or female Sexual or erectile Dysfunctions or inadequacies, regardless of origin or cause. This exclusion includes sexual therapy and counseling. This exclusion also includes penile prostheses or implants and vascular or artificial reconstruction, Prescription Drugs, all other procedures and equipment developed for or used in the treatment of impotency, and all related diagnostic testing and/or services.
- 55. Surgical treatment of gynecomastia, unless it meets our guidelines.
- 56. Treatment of hyperhidrosis (excessive sweating), unless it meets our guidelines.

## General Exclusions

57. Treatment of hemangiomas and port wine stains, unless located on the head and neck areas for children ages 18 and under and it meets our guidelines.
58. The following Home Health Agency Services:
  - A. food, housing, homemaker services and home-delivered meals;
  - B. services provided by registered nurses and other health workers who are not acting as employees or under approved arrangements with a contracting Home Health Agency;
  - C. services provided by a member of the Member's immediate family; or
  - D. services provided by volunteer ambulance associations for which the Member is not obligated to pay, visiting teachers, vocational guidance and other counselors, and services related to outside, occupational and social activities.
59. Drugs related to a course of treatment or condition that are excluded or limited under the Contract.
60. Over-the-counter treatments, devices and drugs that are equivalent to an OTC medication, including vitamins.
61. Drugs obtained in excess of the Contract's dispensing limitations.
62. Prescription Drugs dispensed more than one year from the date of the Prescription.
63. Biological sera; blood; or blood plasma are not Covered under the pharmacy benefit.
64. Drugs and products used for weight loss or appetite suppression, unless prescribed for narcolepsy or hyperkinesia.
65. Injectable drugs that are not self-administered are excluded from Coverage under the pharmacy benefit.
66. Drugs and supplies for cosmetic purposes only such as but not limited to:
  - A. Propecia or topical Minoxidil to promote hair growth;
  - B. anabolic steroids to enhance physical appearance or athletic performance; and
  - C. Tretinoin (Renova) when used to treat wrinkled or photo-aged skin.
67. Replacement Prescription Drugs of a filled Prescription due to loss; breakage; theft; or discard.
68. A Prescription Drug Product for which any required Step Therapy has not occurred.
69. Prescription Drugs and Self-Administered Specialty Drugs received from a non-Par Pharmacy.
70. Extended release tetracyclines such as but not limited to: Solodyn, Doryx, Adoxa, or Oracea.
71. Prescription Drugs acquired and/or purchased outside of the United States and its Territories unless approved before acquired.
72. Behavioral Health and Mental Health and Substance Use Disorder Services or other services provided for purposes of general counseling or advice, which are not Medically Necessary or that extend beyond the period necessary for evaluation, diagnosis, or crisis intervention as follows:
  - A. conditions not classified in the ICD or DSM;
  - B. behavior disorders not related to Behavioral Health and Mental Health or Substance Use Disorder;
  - C. testing for attention deficit/hyperactivity disorder;
  - D. intellectual disabilities or non-treatable mental deficiencies;
  - E. conditions which according to generally accepted professional standards are not usually open to favorable modification; or
  - F. anti-social behavior without evidence of a psychiatric disorder.
73. Psychiatric or psychological examinations, testing or therapies that are related to judicial or administrative proceedings or orders.
74. Vagus Nerve Stimulator unless otherwise authorized and in accordance with PHP's medical policies.

# Eligibility

## General Enrollment Conditions

The Group is responsible for determining eligibility for enrollment, Coverage classification changes and termination of eligibility for Coverage in accordance with terms of the Contract. PHP, however, reserves the right to investigate and confirm an individual's initial or ongoing eligibility and terminate coverage if PHP determines, in its sole discretion, that an individual was or is not eligible.

Eligible Persons may enroll themselves and their eligible Dependents in PHP during an Open Enrollment Period. We will not deny your enrollment for health reasons. We will not place any limitations on your eligibility or continued eligibility due to a health factor.

With regard to eligibility, we shall not:

- A. request, require, inquire or purchase the results of your Genetic Screening or Testing;
- B. request or require you to submit to Genetic Screening or Testing;
- C. use the results of Genetic Screening or Testing to determine eligibility for enrollment, Premium or contribution amounts; or
- D. make an adverse decision against you based on the results of your Genetic Screening or Testing.

Except as set forth in this section, Eligible Persons and/or their Dependents may not enroll without our written approval. Subscribers must apply on an Enrollment Form we have approved.

If the Group is an "applicable large employer," as defined by the ACA, the following provisions shall apply for purposes of determining full-time employees:

### New Hires

- *Regular Full-time Employees* means employees designated by the Group as *Regular Full-time Employees*. Coverage for *Regular Full-time Employees*, if properly elected, will be effective as of the date set forth in the Contract, but in no event later than the 91<sup>st</sup> day of Full-time Employment.
- *Seasonal, Variable hour or Part-time Employee* means employees, including but not limited to variable hour, part-time or seasonal employees ("Qualifying Employee"), who are not Regular Full-time Employees because, in good faith, the Group cannot determine such Employees will average 30 hours of service per week over the employee's applicable Initial Measurement Period, and do not meet or exceed 30 hours per week during the Initial or Standard Measurement Period (and are not otherwise excluded). Coverage for a Qualifying Employee, if properly elected, will be effective on the first day of the Qualifying Employee's New Employee Stability Period. A Qualifying Employee will remain eligible throughout the Stability Period to the extent that the employee remains employed, subject to the Plan's Break in Service rules.

If there is a gap between the end of the Qualifying Employee's New Employee Stability Period and the start of the Qualifying Employee's first Ongoing Employee Stability Period (see below), the Qualifying Employee will remain eligible under the Plan until the day preceding the start of the Ongoing Employee Stability Period to the extent the employee remains employed, subject to the Plan's Break in Service rules.

If a Qualifying Employee transfers to a Regular Full-time Employee position prior to the start of the Qualifying Part-time Employee's New Employee Stability Period, the employee will become eligible for coverage. If elected, coverage for such new Regular Full-time Employee will become effective following the later of the end of the waiting period set forth above (treating all service as if a Full-time Employee) or the 1<sup>st</sup> of the month following the date such individual is designated a Full-time Employee.

### "Ongoing" Employees

# Eligibility

Once an employee has completed the Group's Standard Measurement Period, eligibility will be based solely on the employee's Hours of Service during the Standard Measurement Period. Any employee who averages 30 Hours of Service per week during the Group's Standard Measurement Period ("Ongoing Employees") will be eligible for coverage under the Plan during the Plan's next Ongoing Employee Stability Period to the extent that the Ongoing Employee remains employed, subject to the Group's Break in Service rules. Such coverage, if elected, will be effective on the first day of the Group's Ongoing Employee Stability Period.

Whether an employee averages 30 Hours of Service per week will be determined in accordance with policies and procedures adopted by the Plan Administrator.

**Measurement/Administrative/Stability Periods:** Except as otherwise established by the Group in writing and approved in advance by PHP:

- Newly Hired Qualifying Employees – Twelve (12) month measurement period beginning on the first day of the month coincident with or following the date of hire, followed by a thirty (30) day administrative period and a twelve (12) month stability period.
- Ongoing Employees – Twelve (12) month measurement period ending at the end of the month at least sixty (60) days prior to the first day of the following plan year, followed by a sixty (60) day administrative period, and a plan year stability period; or

If a part-time, variable hour or seasonal employee averages at least 30 hours during the measurement period, then the employee may enroll for the following stability period regardless of hours.

**Hour of Service:** An "hour of service" is an hour for which the employee is a common law employee of the Group or a related employer and the employee is:

- A. For hourly employees, each hour:
  - 1) paid or entitled to pay for performance of duties for the Group or a related Group; or
  - 2) paid or entitled to pay for any period during which the employee does not perform any duties due to vacation, holiday, illness, incapacity (including short-term disability), layoff, jury duty, military duty or a company-approved leave of absence.
- B. If the employee is not paid hourly, the employee will receive credit for 8 hours of service for each day on which he/she performs duties for the Group or a related Group, or paid or entitled to pay for any period during which the employee does not perform any duties due to vacation, holiday, illness, incapacity (including short-term disability), layoff, jury duty, military duty or a company-approved leave of absence.
- C. No service will be credited for an hour of service during any period in which:
  - 1) the employee is not a common law employee of the Group or a related Group; or
  - 2) the employee is an independent contractor or leased employee.

**Leave:** For eligibility purposes during a measurement period, while an employee is on a paid or unpaid company-approved leave for USERRA, FMLA and jury duty, his/her average hours worked during the portion of the measurement period when he/she was not on leave will be credited for each full week of the leave (or prorated for each partial week of leave) for the purpose of determining whether he/she is an eligible part-time employee under the Plan.

**Breaks in service exceeding 13 weeks:** If the employee terminates employment with the Group or a related Group, does not perform any services for at least 13 consecutive weeks and then resumes employment with the Group or a related Group, the employee will be considered a new employee. In that case, the Group will determine whether the employee is an eligible employee based on the circumstances at the time of rehire. If the Group determines that the employee is not an eligible full time employee when employment resumes, a new initial measurement period will apply and the employee will become an eligible part-time employee only if he/she works an average of 30 hours per week during the new initial measurement period or any standard measurement

# Eligibility

period that begins after employment recommences. If the Group is an educational institution, 13 weeks shall be replaced with 26 weeks.

**Breaks in service of less than 13 weeks:** If an employee resumes employment with the Group or a related Group within 13 weeks after the date the employee was last credited with an hour of service, and he/she was an eligible employee during the most recent measurement period prior to termination of employment, the employee will remain eligible and may re-enroll in the Plan with the same level of coverage (or less) on the date employment resumes. If the employee had not completed the initial measurement period prior to terminating employment, the initial measurement period will resume. Employee shall be credited with zero hours for period of separation. If the Plan Sponsor is an educational institution, 13 weeks shall be replaced with 26 weeks.

**Corrective Action:** If, at any time, the Plan Administrator determines that an employee became an eligible part-time employee during the previous applicable measurement period, but was not offered an opportunity to enroll, it may, but need not, deem the employee and dependent children to have elected coverage as of the date coverage should have started. Once it determines the employee was an eligible employee and decides to offer retroactive coverage, it will notify the employee of eligibility and offer an opportunity to enroll and any dependents as of the date the employee first became eligible. In that case, the employee will have an opportunity to submit any covered medical expenses for reimbursement subject to the terms of the Plan, and the Plan will waive any premiums for the period of coverage prior to the date the employee is notified of eligibility to enroll.

This document is primarily intended to identify “full time” employees for ACA reporting purposes. Although a Group may use the above to determine eligibility, the Contract sets forth eligibility requirements and exclusions, and controls in the event of a conflict.

**Interpretation/Administration:** The foregoing provisions shall be interpreted and administered in accordance with the ACA. The Group may adopt procedures to further administer eligibility provisions.

## Newly Eligible Person Enrollment

Employees newly eligible for coverage will have an opportunity to enroll during an initial enrollment period. Timing of the effective date of such Coverage will be based on the waiting period your Group requires. This waiting period cannot exceed 90 days. Coverage for a newly Eligible Person shall take effect on the date of eligibility if:

- A. the Eligible Person completes an Enrollment Form within 31 days after the date of eligibility;
- B. the Group forwards the Enrollment Form to PHP within 60 days after the date of eligibility; and
- C. the Group pays any applicable Premium.

If you are a newly Eligible Person and you do not enroll yourself and your Dependents during the timeframe explained above, you must wait to enroll until the next Open Enrollment Period or during a Special Enrollment Period.

## New Dependent Enrollment

Newborn children are automatically Covered from the moment of birth up to 31 days. Adopted children or children placed for Adoption are automatically Covered on the date of Adoption or placement for Adoption, whichever is earlier. After 31 days from birth, Adoption or placement for Adoption, Coverage for these children will end unless:

- A. the Subscriber completes and provides the Group with a change form to enroll the new Dependent within 31 days of the birth, Adoption or placement for Adoption;
- B. the Group forwards the change form to PHP within 60 days of the applicable event; and
- C. the Group pays any applicable Contract Charge.

Enrolled Dependent Coverage for a child placed for Adoption ends on the date the child is removed from placement if placement is disrupted prior to legal Adoption.

# Eligibility

Enrolled Dependent Coverage for a new Dependent obtained through legal acquisition (guardianship and/or custody) is effective on the date of the event if:

- A. the Subscriber completes and provides the Group with a change form to enroll the new Dependent within 31 days of the legal acquisition;
- B. the Group forwards the change form to PHP within 60 days of the legal acquisition; and
- C. the Group pays any applicable Contract Charge.

## Special Enrollment

If a person does not enroll during the initial enrollment opportunity or during Open Enrollment, he/she may be able to enroll under certain circumstances. This is called special enrollment.

Under federal law an Eligible Person and his/her Dependents have special enrollment rights when:

- A. An Eligible Person acquires a new Dependent through marriage, birth, Adoption or placement for Adoption.

The Eligible Person may enroll:

- 1) himself/herself;
- 2) a legally wedded spouse; and/or
- 3) the newly-acquired eligible Dependents;

on the date the new Dependent is acquired through marriage, birth; Adoption or placement for Adoption. To do so, the Eligible Person must notify the Group within 30 days of the marriage, birth, Adoption or placement for Adoption. The Group must then forward the applicable change form to PHP within 60 days of the applicable event and timely pay any applicable Premium.

- B. An Eligible Person and/or his or her Dependents were covered under another health plan or other Minimum Essential Coverage during an Open Enrollment Period but lost such coverage. To enroll, the Eligible Person and/or his or her Dependents must:

- 1) notify the Group within 30 days of losing such other coverage; and
- 2) document that such loss was due to:
  - (a) losing eligibility as a result of:
    - (1) termination of employment;
    - (2) a reduction in the number of work hours;
    - (3) a divorce or legal separation;
    - (4) a dependent that is no longer eligible;
    - (5) the death of an employee or spouse;
    - (6) no longer living or working in a previous plan's service area;
    - (7) meeting or exceeding a lifetime maximum on all benefits;
    - (8) benefits no longer being offered to a particular class of individuals;
  - (b) the exhaustion of COBRA continuation coverage;
  - (c) an employer stopping contributions toward employee or dependent coverage;
  - (d) the involuntary termination of the health plan; or
  - (e) a change in status, if the Contract is purchased as a cafeteria plan subject to Section 125 of the Internal Revenue Code.

For Coverage to become effective, the Group must provide us with a completed Enrollment Form within 60 days of such loss of coverage and pay the applicable Premium. In such cases, Coverage will, generally, be effective on the day of loss of coverage. Loss of other coverage does not include termination or loss due to the failure to pay premiums, including COBRA premiums prior to the expiration of COBRA coverage, or circumstances permitting for rescission such as fraud or intentional misrepresentation of material fact.

- C. An Eligible Person and/or his or her Dependents may enroll if:

- 1) the Eligible Person and/or his or her Dependent's coverage under Medicaid or CHIP is terminated as a result of loss of eligibility and the Subscriber notifies the Group and requests Coverage within 60 days after such termination; or

# Eligibility

- 2) the Eligible Person and/or his or her Dependent's become eligible for a premium assistance subsidy under Medicaid or CHIP and the Subscriber notifies the Group and requests Coverage within 60 days after the eligibility determination date.

For Coverage to become effective, the Group must timely provide us with a completed Enrollment Form and pay the applicable Premium.

D. An Eligible Person who is ordered by a QMCSO to provide health coverage to a child may enroll himself/herself and such child under the Contract. If the Eligible Person fails to enroll the child, the following may apply for Coverage for the child:

- 1) the child's custodial parent;
- 2) the Office of Medicaid Policy and Planning; or
- 3) a Title IV-D agency.

We shall not deny enrollment of a Dependent child pursuant to a QMCSO on the basis that the Dependent child:

- 1) was born out of wedlock;
- 2) is not claimed as a Dependent on the Subscriber's federal income tax return;
- 3) does not reside with the Subscriber; or
- 4) does not reside within our Service Area.

Coverage shall be effective on the date the order is determined to be a QMCSO. The Group must timely provide us with a completed Enrollment Form and pay the applicable Premium

PHP may not disenroll a Covered Dependent child pursuant to a QMCSO until he or she is no longer eligible due to reaching the limiting age without satisfactory proof that:

- 1) the order is no longer in effect; or
- 2) the child is or will be enrolled in comparable health coverage that is to take effect not later than the date of disenrollment.

E. An Eligible Person who is required to provide Coverage for a Dependent child because of a court order or administrative order may enroll the Dependent child under the Contract if:

- 1) the order is signed by the court;
- 2) the Subscriber is already enrolled;
- 3) the Subscriber completes a change form within 31 days (or any such longer period permitted by the Group up to a maximum of 60 days) after the court order or administrative order is signed by the court;
- 4) the Group forwards the change form to PHP within 60 days after receipt of the order; and
- 5) the Group pays any applicable Premium.

Coverage shall become effective:

- 1) the date indicated in the order; or
- 2) the date the court signs the order, if the order does not specify an effective date.

Coverage shall end for the Dependent child on the earliest of:

- 1) the date the Subscriber's Coverage ends;
- 2) the date the order is no longer in effect; or
- 3) the date the Dependent child reaches the limiting age.

## Notification of Enrollment Changes

The Group shall notify us in writing within 60 days of the effective date of enrollments and terminations. The Group shall notify us in writing each month of any Coverage classification changes and qualifying events which would include, but is not limited to, any qualifying events for purposes of COBRA continuation Coverage.

## Effective Date of Coverage

## Eligibility

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Unless otherwise specified by this section, Coverage for an Eligible Person and his or her Enrolled Dependents, if any, is effective on the date specified by the Group and PHP.

Enrollment is subject to PHP receiving a properly completed Enrollment Form. No Coverage shall be effective until the Contract takes effect. No Dependent shall be Covered until the Eligible Person is Covered.

### Service Area Requirements

Members must live or work in the Service Area unless we approve other arrangements. If the Member meets the requirements by working in the Service Area, he or she may reside outside the Service Area, provided Covered Health Services are received from Participating Providers, except for:

- A. Emergency Health Services; or
- B. Referral Health Services.

If a Member resides outside of the Service Area, he or she must obtain Health Services from Par Providers to be Covered.

**SAMPLE**

# Obtaining Health Services

A PHP Prior Authorization does not guarantee Coverage for the Health Service or procedure reviewed. Benefits of the Contract are determined in accordance with all of the terms; conditions; limitations; and exclusions.

## Health Services by Par Providers

Health Services rendered by Par Providers are Covered if:

- A. ordered by a Par Doctor (including Health Services performed at Par facilities);
- B. provided by or under the direction of a Par Provider;
- C. Medically Necessary; and
- D. the Contract specifies such services as Covered.

## Verification of Participation Status

You must check to see that the Provider is a Par Provider before receiving Health Services. This is important because the Contract is aimed at providing Coverage for Health Services rendered by Par Providers.

You must show the Par Provider your PHP I.D. card before receiving Health Services. If you do not show your card to a Par Provider, they have no way of knowing that you are a Member and have no way to bill us.

If you do not identify yourself to the Par Provider as a Member within one year from the date Health Services are incurred:

- A. a Par Provider may bill you for your Health Services; and
- B. you shall be responsible for 100% of the cost of your Health Services.

The Par Provider also needs to know that you are a Member in order to follow PHP procedures, such as a Prior Authorization. If the failure to show your I.D. card results in non-compliance with required PHP procedures, we will deny Coverage. You shall be responsible for 100% of the cost of your Health Services.

## Prior Authorization of Certain Health Services

**To avoid the risk of non-Coverage of the following Health Services, PHP must give its Prior Authorization before you receive these Health Services. The following list is not the full list of Health Services that require Prior Authorization to be Covered by PHP. Par Providers have received information from us regarding the Health Services that require Prior Authorization and typically will request Prior Authorizations as needed.**

**Our Customer Service Department can answer questions you may have about whether a particular Health Service requires Prior Authorization. You may also check our website ([www.phpni.com](http://www.phpni.com)) for the full list of Health Services requiring Prior Authorization. To obtain Prior Authorization or additional information, contact our Customer Service Department at: (260) 432-6690, ext. 11; or (800) 982-6257, ext. 11.**

In addition to meeting other requirements of the Contract, the following Health Services require PHP's Prior Authorization for Benefits Coverage:

- A. radiology services, such as but not limited to PET scans, CT scans, MRI/MRA scans, nuclear cardiology, nuclear medicine and 3D imaging;
- B. inpatient Health Services (facility and professional charges);
- C. Home Health Care;
- D. Hospice Care;
- E. certain Durable Medical Equipment, prosthetics and orthotics;
- F. Transplant services (except corneal transplants);
- G. Outpatient services including sleep studies, out-of-network referrals, and behavioral health testing;
- H. certain surgical and reconstructive procedures;
- I. select Specialty Drugs – for a complete listing, please refer to our website ([www.phpni.com](http://www.phpni.com));

# Obtaining Health Services

- J. temporomandibular or craniomandibular joint disorder and craniomandibular jaw disorder services;
- K. select outpatient surgical or medical procedures as determined by us;
- L. services at a residential treatment center;
- M. Genetic Screening or Testing; and
- N. Referrals to non-Par Providers.

For these Health Services to be Covered, PHP must be notified as soon as possible, but no later than 5 working days before you receive such services. If your need for these Health Services is due to an Emergency, PHP must be notified within 48 hours after these Health Services are initiated or as soon thereafter as is reasonably possible.

Once PHP receives the notice addressed above, we will start the Prior Authorization process by reviewing the proposed Health Services for their Medical Necessity. Following our review, we will inform you in writing whether the services are authorized for Coverage. If you do not receive this Prior-Authorization letter from us before you receive any of the above Health Services, it means that PHP may not cover such services.

In addition to our initial Prior Authorization, we will conduct an ongoing, concurrent review of these Health Services. This means that we stay in touch with your Provider throughout the course of your treatment to review extensions of care for your condition. We will review each extension on a case-by-case basis.

## Referral to non-Par Providers

The Eligible Expenses of non-Emergency Health Services provided by non-Par Providers are eligible for Coverage only if:

- A. the Health Services cannot be provided by or through Par Providers;
- B. the Health Services are Medically Necessary;
- C. a Par Doctor Referred you to the non-Par Provider;
- D. the Health Services are specified as Covered by the Contract;
- E. the Health Services are rendered in the United States and its Territories; and
- F. we have approved the Referral in writing before you receive the Health Services.

You must satisfy all of the above requirements and PHP must approve the Referral, in advance, before receiving non-Emergency Health Services ordered or provided by a non-Par Provider if such services are to be Covered. If you do not, you will be responsible for all costs associated with those Health Services. Additional Health Services not authorized in the original Referral require a new Referral.

## Emergency Health Services

We will Cover Eligible Expenses for Emergency Health Services rendered by Par or non-Par Providers. Such services must be:

- A. provided during the course of an Emergency;
- B. Medically Necessary for evaluating and treating an Emergency condition;
- C. provided by or under the direction of a Provider; and
- D. provided in a Par or non-Par Emergency facility to stabilize an Emergency condition, including outpatient observation or an inpatient or outpatient stay resulting from, and immediately concurrent to, the initial Emergency visit.

Health Services are not Covered if we determine that the situation was not an Emergency, as defined by the Contract, including services provided outside of the United States and its Territories.

Subsequent follow-up care by non-Par Providers after the condition is no longer an Emergency is not Covered without PHP's prior written approval.

## Inpatient Emergency Health Services by non-Par Providers

# Obtaining Health Services

If you are Hospitalized in a non-Par facility due to an Emergency, you must notify us within 48 hours after Emergency Health Services are initially provided or as soon thereafter as is reasonably possible. You must make available full details of the Emergency Health Services received, at our request.

Any continued stay in a non-Par facility after the condition is Stabilized and is no longer an Emergency requires:

- A. coordination by a Par Doctor; and
- B. our prior written authorization.

We may elect to transfer you to a Par Hospital once it is medically appropriate to do so.

Health Services rendered by non-Par Providers are not Covered if you:

- A. fail to notify us within 48 hours of the initiation of Emergency Health Services or as soon as reasonably possible thereafter; or
- B. choose to remain in the non-Par facility after we have notified you of our intent to transfer you to a Par facility.

## Conditions for Coverage of Certain Health Services

Certain Health Services are Covered only if such Health Services are:

- A. provided by or under the direction of a Par Doctor; and
- B. approved in writing in advance by PHP.

Other Health Services may be obtained only:

- A. through a facility or by a Provider we select; and
- B. in accordance with our guidelines.

This applies even though there may be other Par Providers that provide the same or similar services. Such requirements are imposed for purposes of cost savings and efficiency.

PHP imposes restrictions on certain Durable Medical Equipment vendors unless approved in advance by PHP through its Prior Authorization process.

- Durable Medical Equipment billed by or through Integrated Orthopedics is not Covered.
- Durable Medical Equipment Coverage cannot be greater than three times the industry average, as determined by PHP in its sole discretion.
- Services by a Provider that PHP has determined uses abusive or fraudulent services and/or billing practices shall be excluded, unless the Provider can demonstrate that the services were Medically Necessary and billed in accordance with industry standards.

You must identify yourself as a Member before receiving Health Services so that the Par Provider can follow required Prior Authorization procedures. If PHP procedures are not followed as a result of your failure to identify yourself as a Member, benefits may be denied. Prior Authorizations are subject to the terms, limitations and exclusions set forth in the Contract.

## Access to Health Services

Additional information on access to Health Services can be obtained through:

- A. our Par Provider Directory;
- B. our Member newsletter; and
- C. our Customer Service Department as follows:
  - (260) 432-6690, Extension 11;
  - (800) 982-6257, Extension 11;
  - (260) 432-0493 (fax);
  - [custsvc@phpni.com](mailto:custsvc@phpni.com) (e-mail); or
  - [www.phpni.com](http://www.phpni.com).

# Reimbursement

If a Provider, facility, or anyone else waives, discounts, reduces, or indirectly pays the required cost sharing (Deductible, Copays, Coinsurance) for a particular claim, we reserve the right to adjust the amount charged, the amount eligible under the terms of the policy, your Deductible, and/or your Out-of-Pocket Limit, to accurately reflect the amount actually charged for that claim.

The Contract does not pay for all Health Services you may receive. Benefits are limited to Covered Health Services. You must meet any applicable deductible and pay any required Copays and/or Coinsurance for most Covered Health Services. You must pay the full cost of all Health Services that are not Covered by this Contract.

## Par Provider Services

Par Providers are responsible for submitting claims to us on your behalf for Health Services they render. We shall reimburse the Par Provider directly for Covered Health Services. The amount of the reimbursement shall be the lesser of the Par Provider's billed charge or the payment amount the Par Provider has agreed to accept as full reimbursement under our contract with the Par Provider. Because Par Providers have agreed to accept such reimbursements as payments in full, they should not attempt to bill or collect from you any amounts that may exceed the lesser of our Payment or the agreed-upon reimbursements. You may still have to make a payment to the extent you have not met the applicable deductible or you have a Copay or Coinsurance obligation.

You are responsible, as required by the Contract, for the Copays/Coinsurance; and/or Deductibles; and the cost of Health Services that are not Covered by this Contract.

You should contact us if you are billed by a Par Provider for Eligible Expenses of Covered Health Services other than Copays/Coinsurance and/or Deductibles.

## Non-Par Provider Services

Processing and payment of eligible claims and determination of members cost sharing will be administered in accordance with all applicable Federal and State laws, including, but not limited to, the No Surprise Bill Act, and applicable guidance issued by appropriate regulatory agencies.

You are responsible for selecting the providers and other healthcare professionals who will deliver your care. If we have not contracted with Providers or if we have contracted with Par Providers with respect to other products but not this particular product, then such Providers are non-Par Providers. Please note that this Contract does not Cover Health Services rendered by non-Par Providers. If you use a non-Par Provider, your entire claim will be denied unless you received Emergency Health Services or approved Referred Health Services. The fact that a Par Provider or other healthcare professional has suggested or arranged for you to receive Health Services from a non-Par Provider or other non-Par health care professional does not make such services Covered under this Contract.

When we reimburse non-Par Providers, we will reimburse non-Par Providers based on a "Reasonable and Customary Charge," which is a fee for a Covered Health Service that is, in our discretion, one of the following:

- A. an amount based on a non-Par Provider Fee Schedule we created in our discretion. We can modify, from time to time, this schedule if we consider it appropriate after considering one or more of the following: reimbursements similar to those we have with like Par Providers, reimbursements paid by the Centers for Medicare and Medicaid Services (CMS) for the same services and/or supplies, or other applicable industry cost, reimbursement or utilization data;
- B. any negotiated payment amount we have with a non-Par Provider, either through our own contract or that of a third-party vendor;
- C. an amount based on CMS' reimbursements, by level or method, for the same service or supplies;
- D. an amount based on information from a third-party vendor(s), which may take into account one or more of the following factors: the treatment's complexity or severity, the skill and experience level necessary for the treatment, or comparable providers' costs to deliver similar care; or

# Reimbursement

E. if less than all of the above, the amount billed by the non-Par Provider.

The amount we pay a non-Par Provider may not satisfy, in full, the charges sought by such provider. It may send you a bill and collect on any balance owed, assuming we made a payment at all. It is your responsibility to pay the balance, which can be significant. Choosing a Par Provider will likely result in cost savings and lower out-of-pocket costs to you.

Our Customer Service Department is available to help you find a Par Provider and can be reached at any of the following:

**(260) 432-6690, Extension 11;**  
**(800) 982-6257, Extension 11;**  
**(260) 432-0493 (fax);**  
**[custsvc@phpni.com](mailto:custsvc@phpni.com) (e-mail); or**  
**[www.phpni.com](http://www.phpni.com).**

We will reimburse Health Services provided by non-Par Providers as if they were In-Network benefits in two situations only:

- A. Emergency Health Services; and
- B. previously-approved Referred Health Services.

You must submit claims to us for all Health Services rendered by non-Par Providers within 90 days of the service. You must give us all of the information we need to process such claims. If you do not provide this information, you may not be paid.

We will accept your request after 90 days if it was not reasonably possible to submit it within that time. We will not make any payment if the request and proof of service is submitted to us more than 12 months after the date of service. However, these limits will not apply while you lack legal capacity.

We will pay all Eligible Expenses for Covered Health Services to the Subscriber. With written authorization from the Subscriber, all or a portion of the Eligible Expenses due may be paid directly to the non-Par Provider.

For Covered Emergency and Referred Health Services, you are responsible for the Copays/Coinsurance and/or Deductibles required by the Contract for similar Health Services provided by a Par Provider. For all other Health Services provided by non-Par Providers, you are responsible for the entire cost.

## Filing a Claim for non-Par Provider Services

Claims must be submitted in English. When a claim is not submitted in English, both the original claim and the claim translated in English must be submitted to PHP. Any cost associated with an English translation is your responsibility. Submit your claim to:

Physicians Health Plan of Northern Indiana, Inc.  
Claims Department  
PO Box 2359  
Fort Wayne, IN 46801-2359

Be sure your claim includes the following information:

- A. your name and address;
- B. patient's name; date of birth; and Member I.D. number (shown on your identification card);
- C. name and address of the non-Par Provider of services;
- D. diagnosis from the Doctor;
- E. itemized bill which gives a CPT code, or description of each charge; and
- F. date the Injury or Sickness began.

**Note:** Some claims may require more information before being processed. Benefit payment can only be

# Reimbursement

determined at the time the claim is submitted and all facts are presented in writing.

## **Incurred Charge Date**

Benefits under the Contract are based upon the benefits in effect on the date a charge is incurred. A charge is incurred on the date the Health Services are performed.

## **Coverage through non-Custodial Parent**

Whenever a child under the age of 18 is an Enrolled Dependent under the Contract through a non-custodial parent, we shall upon the custodial parent's written request:

- A. provide any information to the custodial parent that is necessary for the child to obtain benefits through the Contract;
- B. permit the custodial parent, or the Provider with the custodial parent's approval, to submit claims for Covered Health Services without the non-custodial parent's approval; and
- C. pay claims submitted by the custodial parent or the Provider in accordance with B. above, directly to the custodial parent, Provider, or Office of Medicaid Policy and Planning, as appropriate.

## **Medicaid**

The state Medicaid program is considered to have been assigned your rights to payment for Health Services, if it has paid for such services. We cannot impose different requirements on a state Medicaid agency that has been assigned your rights than those we would impose on any other agency or assignee of any other Member.

## **Payment of Claims**

PHP shall notify a Provider of any deficiencies in a submitted claim not more than thirty (30) days from receipt and describe any remedy necessary to establish a Clean Claim. If PHP does not follow this procedure, then the submitted claim will be treated as a Clean Claim.

PHP shall pay or deny each Clean Claim not more than thirty (30) days after we receive a Clean Claim.

If the Contract is provided under an employee welfare benefit plan within the meaning of § 3(1) of ERISA, then PHP shall pay or deny each Clean Claim in accordance with § 503 of ERISA and its interpretive regulations.

# Coordination of Benefits

## Coordination of Benefits Applicability

This Coordination of Benefits (COB) provision applies when you have health care coverage under more than one Coverage Plan. We will not pay more for Allowable Expenses as a Secondary Plan than we would pay as a Primary Plan.

You agree to provide to us all information relating to duplicate coverage for which there may be COB:

- A. in a timely manner; but
- B. no later than one year after the effective date of the other coverage.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Coverage Plan.

The benefits of This Plan shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Coverage Plan. The benefits of This Plan may be reduced when, under those rules, another Coverage Plan determines its benefits first. This reduction is described below in COB Effect on the Benefits of This Plan.

## Medicare Eligibility

When a Member who is eligible to enroll in Medicare and, if so enrolled, Medicare would be the Primary Plan to this Policy, the Member shall be deemed to be enrolled in Medicare for purposes of these COB provisions, whether or not the Member actually enrolled in Medicare. The Member shall be deemed to have received the amount they would have received under Medicare, including Part B of Medicare, as if they were actually enrolled in Medicare, and benefits under this Policy, as the Secondary Plan, shall be reduced or denied accordingly. This provision shall be administered consistent with the Social Security Act of 1965 and applicable Indiana insurance laws and regulations. **You should sign up for Medicare as soon as possible to avoid large out of pocket costs.**

## COB Order of Benefit Determination Rules

When there is a basis for a claim under This Plan and another Coverage Plan, This Plan is a Secondary Plan except if:

- A. the other Coverage Plan has rules coordinating its benefits with those of This Plan; and
- B. both those rules and This Plan's rules require that This Plan's benefits be determined before those of the other Coverage Plan.

This Plan's rules are as set forth below. The first of these rules which applies will determine This Plan's order of benefits.

- A. **Non-Dependent/Dependent.** The benefits of the Coverage Plan that covers a Member as a non-Dependent are determined before those of the Coverage Plan that covers the Member as a Dependent. A non-Dependent is: an employee; a Member; a Subscriber; or a retiree.

Except Title XVII of the Social Security Act and implementing regulations establishes a rule that Medicare is:

- 1) secondary to any plan covering a Member as a Dependent; and
- 2) primary to any plan covering a Member as other than a Dependent (e.g. a retired employee).

If a Member is also a Medicare beneficiary, then the benefits of the plan covering the person as a Dependent are determined before those of the plan covering that person as other than a Dependent.

- B. **Dependent Child/Parents not Separated or Divorced.** Except as stated in part C. below, when This Plan and another Coverage Plan cover the same child as a Dependent of his or her parents, the birthday rule applies. That is, the benefits of the Coverage Plan of the parent whose birthday falls earlier in a year are determined before those of the Coverage Plan of the parent whose birthday falls later in that

# Coordination of Benefits

year.

The word birthday refers only to the month and day in a Calendar Year, not to the year in which the parent was born. If both parents have the same birthday, the Coverage Plan that has covered the parent longest is the Primary Plan.

Another Coverage Plan may have the gender rule instead of the birthday rule. The gender rule bases the benefit order upon the gender of the parents and may result in the Coverage Plans not agreeing upon the order of benefits. In that case, the rule in the other Coverage Plan will determine the order of benefits.

C. **Dependent Child/Parents Separated or Divorced.** If two or more Coverage Plans cover a child as a Dependent of parents who are divorced or separated (whether or not they ever were married), benefits for the child are determined in this order:

- (1st) the Coverage Plan of the custodial parent;
- (2nd) the Coverage Plan of the spouse of the custodial parent;
- (3rd) the Coverage Plan of the non-custodial parent;
- (4th) the Coverage Plan of the spouse of the non-custodial parent.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, that parent's Coverage Plan is the Primary Plan.

If the parent with the court ordered responsibility has no health care coverage for the child's health care expenses, but that parent's spouse does, that parent's spouse's Coverage Plan is the Primary Plan. This does not apply, however, to benefits paid or provided before the entity that pays or provides the benefits of that Coverage Plan has actual knowledge of those terms.

However, the rules outlined above in B. under COB Order of Benefit Determination Rules shall apply if:

- 1) the specific terms of a court decree state that both parents are responsible for the health care expenses of the child;
- 2) the specific terms of a court decree state that the parents shall share joint custody but not state that one of the parents is responsible for the health care expenses of the child; or
- 3) a child is covered under more than one Coverage Plan by individuals who are not the parents of the child.

The order of benefits shall be determined as if the individuals were parents of the child.

D. **Active/Inactive Employee.** The benefits of the Coverage Plan that covers a Subscriber as an active employee are determined before those of the Coverage Plan which covers that Subscriber as a laid off or retired employee. The same order applies to the Enrolled Dependents of such a person.

Coverage provided an individual as a retired worker and as a Dependent of an actively working spouse will be determined by the rules outlined above in non-Dependent/Dependent.

If the other Coverage Plan does not have this provision, and if, as a result, the plans do not agree on the order of benefits, this part D. is ignored. This part D. does not apply if non-Dependent/Dependent above can determine the order of benefits.

E. **Continuation Coverage.** If a Member has coverage under a right of continuation pursuant to federal or state law and is also covered under another plan, then benefits of the Coverage Plan that covers that person as an employee, member, subscriber, or retiree shall be determined before the benefits under the continuation coverage. The same applies to the Enrolled Dependents of such a person. If the other Coverage Plan does not have this rule and as a result the plans do not agree on the order of benefits, this part E. is ignored. This part E. does not apply if non-Dependent/Dependent above can determine the order of benefits.

F. **Longer/Shorter Length of Coverage.** The benefits of the Coverage Plan which covered an employee, member, subscriber, or retiree for a longer period of time, are determined before those of the Coverage

# Coordination of Benefits

Plan that covered that person for the shorter period of time.

To determine the length of time a Member has been covered under a plan, apply the rules that follow:

- 1) Two plans shall be treated as one if the person is eligible under the second plan within 24 hours after the first plan ended.
- 2) The start of a new plan does not include:
  - (a) a change in the amount or scope of a plan's benefits;
  - (b) a change in the entity that pays, provides or administers the plan's benefits; or
  - (c) a change from one type of plan to another, such as from a single employer plan to that of a multiple employer plan.
- 3) The person's length of time covered under a plan is measured from the person's first date of coverage under that plan. If that date is not readily available, the date the person first became a member of the Group shall be used to determine how long the person's coverage under the present plan has been in force.

**G. Equal Share.** If the Coverage Plans cannot agree on the order of benefits within 30 calendar days after the plans have received all the information needed to pay the claims or if none of the above rules determines the order of benefits, the Coverage Plans shall immediately pay the claim in equal shares and determine their relative liabilities following payment, except that no Coverage Plan shall be required to pay more than it would have paid had it been the Primary Plan.

The order of benefits stated above shall not apply when you are entitled to receive Health Services or benefits:

- A. under worker's compensation or similar law; or
- B. in a Hospital or facility owned or operated by any government agency.

In such case, the persons or agencies having the obligation to provide the Health Services or benefits in A. or B. here shall be the Primary Plan.

## COB Effect on the Benefits of This Plan

This section applies when, in accordance with COB Order of Benefit Determination Rules, This Plan is a Secondary Plan as to one or more other Coverage Plans. In that event, the benefits of This Plan may be reduced under this section.

In determining the amount to be paid in a Claim Determination Period by This Plan on a claim, This Plan shall calculate the benefits on the claim in the absence of the other Coverage Plans and apply that calculated amount to any Allowable Expense under This Plan that is unpaid by the other Coverage Plans.

This Plan:

- A. may reduce its payment by the amount so that, when combined with the amount paid by the other Coverage Plans, the total benefits paid or provided by all plans for the claim do not exceed 100% of the total Allowable Expense for that claim; and
- B. shall credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of the other Coverage Plan.

## Right to Receive and Release Needed Information under COB

Certain facts about health care coverage and services are needed to apply these COB rules. We have the right to decide which facts we need. We may obtain needed facts from, or give them to, any other organization or person. We need not tell, or get the consent of, any person to do this. Each Member claiming benefits under This Plan must give us any facts we need to apply these COB rules and determine benefits payable. Each Member must notify us of other coverage within one year of obtaining or having the other coverage. Other rules regarding submission, (e.g., COB letter of inquiry) may apply and may affect a Member's ability to have his/her claims paid, adjusted or denied.

PHP may send you letters of inquiry about other insurance coverage. You must respond to these letters or

# Coordination of Benefits

similar correspondence from PHP within six months of the date of the letter or correspondence. Claims may be denied until sufficient information is received to determine the existence of other coverage and whether this COB provision applies. If we determine that PHP is the Primary Plan, PHP may adjust claims that were previously denied within six months prior to our determination. But, if PHP determines it is the Secondary Plan, claims will be adjusted for consideration consistent with the contract(s) PHP may have with its Provider(s).

If COB causes a delay in the receipt of an explanation of benefits (EOB), letter of denial or similar correspondence from the primary carrier, the Provider will have six months from the date of the primary carrier's EOB, letter or other correspondence to submit the claim to PHP, but not later than two years of the applicable date of service(s).

## Payments Made under COB

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

The term payment made includes providing benefits in the form of services. In that case, payment made means the reasonable cash value of the benefits provided in the form of services.

## Right of Recovery under COB

If we paid more than we should have paid under this COB provision, we may recover the excess payments. Such payments include the reasonable cash value of any benefits provided in the form of services.

## Our Rights to Reimbursement, Recovery, and Subrogation

Benefits are not payable for Injury(ies) or Sickness(es) to you or your Dependent(s) to which a third party(ies) may have caused or contributed. However, PHP may elect, in its sole discretion, to advance payments for medical expenses incurred for any Injury(ies) or Sickness(es) to you or your Dependent(s) to which a third party(ies) may have caused or contributed.

- A. If you obtain a Recovery from a Recovery Source for a Sickness or Injury or other condition for which you have received Health Services, then we will not Cover such Health Services to the extent of such recovery.
- B. However, if we advanced payment for such Health Services:
  - 1) you shall reimburse us immediately from a collected Recovery for 100% of the Health Services we Covered without a reduction for:
    - (a) your attorney fees; and
    - (b) other costs incurred in obtaining or collecting the Recovery;regardless of whether or not that collected amount fully compensates you;
  - 2) for a Recovery not yet collected, you grant to us a first priority lien against such Recovery for 100% of the Health Services we Covered without a reduction for:
    - (a) your attorney fees; and
    - (b) other costs incurred in obtaining and eventually collecting the Recovery;regardless of whether or not the Recovery fully compensates you. We may give notice of such lien to the Recovery Source.

You also assign to us any benefits that you may have under any car insurance policy or other sources in order to enforce our rights under this section;

- 3) we are subrogated to your rights to seek a Recovery from a Recovery Source under any legal or equitable theory that you could assert against that Recovery Source. At our option, we may bring a lawsuit against the Recovery Source in your name or take, in our sole discretion, such other necessary and appropriate action to preserve or enforce our rights under this section; and
- 4) you grant to us a first priority lien against any Recovery we obtain under this section, whether or not you are fully compensated by the Recovery, to the extent of:

## Coordination of Benefits

- (a) 100% of the Covered Health Services; and
- (b) our reasonable costs, including attorney's fees, of pursuing and collecting the Recovery.

All Recoveries will be deemed as compensation for Covered Health Services regardless of how the Member or the Member's legal representative defines it.

We shall be responsible only for those legal fees and expenses relative to your Recovery to which we agree in writing.

If the Sick or Injured Member is a minor, any Recovery shall be subject to this section to the extent permitted by applicable law, regardless of whether such Member's parent, trustee, guardian, or other representative has access to or control of the Recovery.

The Member agrees that acceptance of Covered Health Services is constructive notice of this section in its entirety and constitutes full consent to it.

### Your Full Cooperation Required

In order to protect our rights under this section, you shall:

- A. hold any collected Recovery in trust for our benefit;
- B. notify us of a claim or suit against a Recovery Source within 30 days of the action and of a proposed settlement at least 30 days before it is entered. You shall not, without our written approval, accept any settlement that does not fully compensate or reimburse us. If you fail to notify us in accordance with this section, we shall not be obligated to cover the Health Services that provide a basis for the claim, suit or settlement;
- C. execute and deliver such documents as we may reasonably request including, but not limited to, documents to protect and perfect our liens, to affect an assignment of benefits, and to release records;
- D. provide us, or any party acting on our behalf, any facts we need to subrogate the claim in a timely manner, but not more than one year after our initial request for information or you will be responsible for any incurred claims;
- E. provide such other cooperation and information as we may reasonably request including, but not limited to, responding to requests for information about an accident, Sickness or Injuries and making court appearances; and
- F. not prejudice our rights.

# Grievances

## Who May File

You or your Designated Representative may file:

- A. a Grievance;
- B. an Appeal; or
- C. a request for an External Appeal.

In each of these review processes, your notice to us is considered to be filed on the date we first receive it orally or in writing.

Neither you nor your Designated Representative will be subject to retaliation from us for exercising your rights to any of the review processes described in this section. Also, we may not take any action against a Provider solely on the basis that the Provider represents you in any of the review processes described in this section.

## Grievance Procedure

A Grievance may be directed to us orally or in writing at the address, toll free number, or e-mail address set forth below in "Contact Us." In your Grievance, you should express your concerns in detail and provide copies of any supporting documents. We must receive your request to initiate the Grievance process within 180 days from the date we provide you an initial notice of denial. We will acknowledge your Grievance, orally or in writing, within three business days of our receipt of it. We will maintain records reflecting any Grievance that we receive and will document any action taken.

We will conduct a thorough investigation of the facts of your Grievance and make a decision regarding it. We may consult with other PHP employees or Providers before we make a decision.

We will make our decision regarding your Grievance as soon as possible, but no later than:

- A. 7 business days after the date your Grievance was filed, for a Pre-service Grievance; and
- B. the earlier of 20 business days or 30 days after the date your Grievance was filed, for a Post-service Grievance.

If we are not able to make a decision by the applicable deadline due to reasons beyond our control, we will:

- A. notify you in writing of the reason for the delay before the applicable deadline; and
- B. notify you of our written decision within the earlier of ten business days or 15 days.

If the delay in our decision is because we need more information from you about your claim, you will have 45 days from the date we send you our notice to provide us such information.

In that case, our extended decision period will not begin to run again until:

- A. we receive such information from you; or
- B. the end of the 45-day period, whichever is earlier.

If you are not satisfied with our decision regarding your Grievance, you have the right to file an Appeal with us as set forth below.

## Content of Grievance Decision

Any notice of an adverse determination on your Claim will:

- A. state the specific reason or reasons for denial of your Grievance;
- B. reference the specific Certificate provision(s) on which the determination is based;
- C. describe the Certificate review procedures and applicable time limits (including a statement of your right to bring a civil action under ERISA, if This Plan is governed by ERISA);
- D. disclose any internal rule, guideline, protocol, or other similar criterion that we relied upon when making the determination of your Grievance (or tell you that the information will be provided free of charge); and

# Grievances

- E. explain, in a manner that applies the terms of the Certificate to your medical circumstances, the scientific or clinical judgment for any determination that was based on medical necessity or the experimental nature of a treatment (or tell you that the explanation will be provided free of charge).

## Appeal Procedure

If you are not satisfied with our decision regarding your Grievance, you have the right to submit an Appeal to us within 180 days of our decision regarding your Grievance. The Appeal may be expressed orally or in writing. We will acknowledge your Appeal, orally or in writing, within three business days of our receipt of it. We will maintain records reflecting any Appeal that we receive and will document any action taken.

Our Appeal Committee (Committee) will resolve the Appeal. The Committee shall be comprised of qualified individuals who were not involved in the initial Adverse Benefit Determination or resolution of the Grievance or involved in the matters giving rise to it. If the Appeal concerns health care procedures, treatments, or services that have been proposed, refused, or delivered, the Committee shall include one or more individuals who:

- A. have knowledge of the Health Services at issue;
- B. are in the same licensed profession as the Provider who proposed, refused or delivered the Health Service at issue; and
- C. do not have a direct business relationship with you or with the Provider who recommended the Health Service at issue.

You or your Designated Representative may:

- A. appear in person before the Committee; or
- B. communicate with the Committee through other appropriate means, if unable to attend in person.

You will have access free of charge to copies of all relevant documents, records, and other information, as described by applicable U.S. Department of Labor regulations.

To support your Appeal, you should submit to the Committee any written issues; arguments; comments; testimony; or other documented evidence. Sufficiently prior to the decision, you will also be provided any new or additional evidence and/or rationale considered, relied upon or generated in connection with the claim. You will be provided a reasonable period to review and respond to such new evidence or rationale. The Committee shall review all findings and pertinent documents, including any aspects of clinical care, whether or not we have considered them previously. The Committee will also avoid conflict of interest and ensure that the claim and Appeal decisions are decided in an impartial and independent manner.

The Committee will not afford any special deference to the original denial of your Grievance. In no event shall your claim that was previously denied under the terms of the Contract and upheld by an Appeals ruling be reconsidered by the Committee for review.

The Committee's decision regarding your Appeal will be made as soon as possible and with regard to the clinical urgency of the Appeal, but not later than 15 days after the Appeal was filed. We will notify you in writing of the Committee's decision within five business days after it is decided.

## Content of Decision on Appeal

Any notice of an Adverse Benefit Determination on your Appeal will:

- A. include the date of service, Provider (if applicable), claim amount, diagnosis code, treatment code and their meaning, the denial code and their meaning, a description of the standard (if any) that was used in denying the claim;
- B. state the specific reason or reasons for the determination;
- C. reference the specific Certificate provisions upon which the determination is based;
- D. state that you are entitled to access free of charge to all documents records and other information relevant to your Appeal;
- E. describe your right to bring a civil suit under federal law;

# Grievances

- F. disclose any internal rule, standard, guideline, protocol or similar criterion that was relied upon in making the adverse determination (or a statement that such information will be provided free of charge);
- G. explain the scientific or clinical judgment for a benefit determination that was based upon a medical necessity or experimental treatment, or other similar exclusion or limit by applying the terms of the Certificate to your circumstances (or state that this explanation will be provided free of charge);
- H. state that you or your Designated Representative may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency; and
- I. include a discussion of the decision for the notice of Final Internal Adverse Benefit Determination.

## Urgent Care Claim Procedure

If your claim was processed as an Urgent Care Claim and the claim is denied, you may make a request for an expedited review of the determination orally or in writing. All necessary information regarding the review may be transmitted by telephone, facsimile, or other available similarly expeditious method. You must be notified of the determination by any of the methods mentioned above as soon as possible, taking into account the medical urgency, but no later than 24 hours after your request for review is received, unless you fail to provide sufficient information to determine whether, or to what extent, benefits are Covered or payable. You may be asked to explain the medical urgency that applies to your request for review.

## Concurrent Care Claim Procedure

If we reduce or terminate a concurrent care plan or course of treatment (other than by amending the Certificate) before the end of the period of time or number of treatments, you will be notified sufficiently in advance of the reduction or termination to allow you to file a Grievance and Appeal of the decision before it becomes effective.

We will notify you of our decision to extend a particular course of treatment within 24 hours of our receipt of your request if:

- A. the request is received within at least 24 hours prior to the expiration of the prescribed period of time or number of treatments; and
- B. failure to extend the time period or course of treatment could seriously jeopardize your life, health, or ability to regain maximum function; or
- C. failure to extend the time period or course of treatment, in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot otherwise be adequately managed.

## External Appeal

If an Appeal or Urgent Care Claim decision upholds our decision that was adverse to you regarding:

- A. a Medically Necessary service;
- B. a utilization review determination;
- C. the experimental or investigational nature of a Health Service; or
- D. the rescission of the Contract;

then you have the right to voluntarily request one External Appeal. If your Appeal or Urgent Care Claim did not involve one of these three areas, you are not entitled to an External Appeal. Also, if you are a Medicare recipient and have a right to an external review under Medicare (42 U.S.C. 1395 et seq., as amended from time to time), there is no right to request an External Appeal.

If your situation qualifies, you must file a written request for an External Appeal with us within 120 days after you receive notice of the Appeal or Urgent Care Claim decision.

You are required to cooperate with the IRO by providing or authorizing the release of any applicable medical information that we have not already provided. At all times during the External Appeal process, you are permitted to submit any relevant information to the IRO.

The External Appeal process will be suspended if the information you provide during the External Appeal:

# Grievances

- A. is relevant; and
- B. was not previously reviewed by us during the Grievance, Appeal, or Urgent Care Claim stages.

We will reconsider the new information you presented to us and notify you of our decision within:

- A. 15 business days after the new information is provided to us for an Appeal; or
- B. 48 hours after the new information is provided to us for an Urgent Care Claim.

If we uphold the Appeal or Urgent Care Claim decision, you may request that the External Appeal resume.

The IRO must make its determination of your External Appeal within 15 business days after your External Appeal request was filed and must notify you of its determination within 72 hours after making it.

If your External Appeal involves a Sickness, disease, condition, Injury or disability that would seriously jeopardize your life or health or ability to reach and maintain maximum function, the IRO must make its determination and notify you of such determination within 72 hours after the external grievance is filed.

Upon your request, the IRO shall provide you all information reasonably necessary to enable you to understand:

- A. the effect of the determination on you; and
- B. the manner in which we may be expected to respond to the determination.

The IRO's decision in an External Appeal is binding on us, but you may have other legal remedies.

## Contact Us

**Questions regarding your policy or Coverage should be directed to:**

**Physicians Health Plan of Northern Indiana, Inc.**  
1700 Magnavox Way, Suite 201  
Fort Wayne, IN 46804  
(260) 432-6690  
(800) 982-6257  
(260) 432-0493 fax  
[custsvc@phpni.com](mailto:custsvc@phpni.com) (e-mail)

## Indiana Department of Insurance

If you:

- A. need the assistance of the governmental agency that regulates insurance; or
- B. have a complaint you have been unable to resolve with your insurer;

you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis IN 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

## Indiana Medical Malpractice Act

The review procedures described in this section do not govern any issue covered in whole or in part by the Indiana Medical Malpractice Act. All such claims must be brought in accordance with applicable Indiana law.

# Termination

## Conditions for Termination of All PHP's Group Coverage

As long as we act uniformly without regard to the claims experience of any Group or any health factor of any Member or potential Member under a PHP Contract, we may, at our discretion, terminate the Contract if we want to stop offering:

- A. the type of Coverage provided by the Contract to Small or large Employer groups (whichever size applies to the Group) in this state; or
- B. all contracts to Small or large Employer groups (whichever size applies to the Group) in this state.

If we propose to terminate the Contract because of A., we will give the Group and you at least 90 days written notice of termination. If we propose to terminate the Contract because of B., we will give the Group and you at least 180 days written notice of termination.

## Conditions for Termination of a Member's Coverage under the Contract

A Member's Coverage shall automatically end on the earliest of the dates set forth below.

- A. The date the whole Contract ends. The Group is responsible for notifying you of the ending of the Contract.
- B. When the Subscriber is no longer an employee of the Group.
- C. The last day for which the Subscriber's contribution toward the Premium has been paid, if the Subscriber is required to contribute.
- D. The date stated in our written notice to a Member that all Coverage under the Contract ended or will end for that Member because the Member misrepresented material information such as:
  - 1) information relating to another person's eligibility for Coverage or status as a Dependent; or
  - 2) information relating to a Subscriber's or Dependents utilization of, or attempts to utilize, Health Services.
- E. The date stated in our written notice to a Member that all Coverage under the Contract ended or will end for that Member because the Member:
  - 1) permitted the use of his/her ID card by any unauthorized person;
  - 2) used another person's card; or
  - 3) committed any other act of fraud under the Contract.
- F. The date the Group receives written notice from the Subscriber requesting termination of Coverage or the date requested by the Subscriber in such notice, if later.
- G. The date the Subscriber is retired or pensioned, unless retired or pensioned persons are approved by PHP to be Covered under the Contract.
- H. The date specified by us, after at least 31 days prior written notice to the Subscriber that all Coverage under the Contract will end. This notice may be issued if a Member fails to:
  - 1) follow a prescribed course of treatment;
  - 2) cooperate with us in our administration of the Coordination of Benefits section of the Contract; or
  - 3) furnish us with information needed to comply with governmental mandatory reporting requirements.
- I. The date specified in a written notice from the Group on which the Member ceases to be eligible for Coverage if:
  - 1) we receive such notice within 60 days of the date specified in the notice; and
  - 2) no paid claims have been incurred on behalf of the Subscriber or any Enrolled Dependents between the date specified in the notice and the date for which we receive the notice.
- J. When the Subscriber no longer meets the definition of Actively at Work as set forth later in this Certificate.
- K. The date an individual ceases to be an Eligible Person or a Dependent as determined by PHP (in the event of a conflict between Group and PHP regarding eligibility, PHP's determination controls and is final and binding).

In any event, an Enrolled Dependent's Coverage shall end on the date the Subscriber's Coverage ends.

If any Member misrepresented or knowingly provided PHP with false material information relating to a

# Termination

Subscriber's or any Dependent's health status, PHP reserves the right to retroactively modify, to the appropriate date, the schedule of rates for Premium to incorporate the proper information as set forth in the Contract.

Our notice to the Subscriber shall be deemed as:

- A. notice to the Subscriber's Enrolled Dependents;
- B. sufficient if mailed to the Subscriber's address as it appears in our records; and
- C. delivered when deposited in the United States mail with first class postage prepaid.

Health Services rendered after the date of termination are not Covered, even if the medical condition arose before Coverage ended. The Subscriber shall reimburse PHP for any payment we made for Health Services provided to the Subscriber or to an Enrolled Dependent when such person was not Covered. Termination of the Contract shall not prejudice any claims for Health Services that were rendered before the Contract ended.

Under certain circumstances, you may be eligible to continue Coverage or you may be entitled to conversion Coverage.

## Special Rules for Military Service

A Subscriber whose employment ends due to military service may have certain rights to Coverage. Such will be entitled to Coverage as required by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time. Contact the Group to determine your rights.

## Special Rules under the Family and Medical Leave Act

Special rules apply if the Group is subject to the Family and Medical Leave Act of 1993, as amended (the Act). Contact the Group to determine your rights.

A Subscriber will be deemed to be Actively at Work if he or she is on a leave under the Act. Coverage under the Contract will not end while Subscriber is on a leave under the Act provided all required Premium is paid during the leave.

A reduction in hours caused by a leave under the Act is not a qualifying event that gives rise to a right to choose COBRA continuation Coverage. This is because such a leave does not result in a loss of Coverage.

Coverage will again become effective as of the date the Subscriber returns to work if:

- A. Coverage ends during a leave under the Act; and
- B. the Subscriber returns to work after the leave.

## Reinstatement

Unless you have been terminated for reasons stated in D. and/or E. above, your terminated Coverage may be reinstated:

- A. if the Group pays any outstanding Premium, including the current Contract Month's Premium, in full to us within 60 days of termination; and
- B. if you have not exercised this reinstatement right during the preceding 12 months.

# Continuation of Coverage

## Extended Coverage for Disabled Children

Coverage for an Enrolled Dependent may continue beyond the limiting age if:

- A. at the time of the limiting age, the Enrolled Dependent is incapable of self-sustaining employment due to intellectual disability, Behavioral Health and Mental Health disabilities or physical disabilities;
- B. the Enrolled Dependent is primarily dependent upon the Subscriber for support and maintenance; and
- C. proof of such incapacity and dependency is furnished to us by a Par Provider within 120 days of reaching the limiting age.

This extended Coverage will continue so long as the Enrolled Dependent remains so incapacitated and dependent, unless Coverage is otherwise ended by the terms of the Contract.

We may require proof from a Par Provider that is satisfactory to us of the Enrolled Dependent's continued incapacity and dependency.

## Continued Inpatient Hospital Benefits

We will continue inpatient Hospital benefits if:

- A. we terminate the Contract; and
- B. you are Confined for a medical or surgical condition on the date the Contract ends.

Such continued benefits shall end on the earliest of the dates specified below:

- A. the date you are discharged from the Hospital.
- B. the date you are covered under another coverage plan if that plan covers inpatient medical or surgical benefits.
- C. sixty days after the date the Contract ends.
- D. the date specified in writing by the Group. Such date shall be at least 15 days after the date written notice of termination is:
  - 1) placed in the United States mail; or
  - 2) sent by facsimile transmission.
- E. the last day the required Contract Charge has been paid, if the grace period expires and the Group has not made the required payment.
- F. the date we specify, if you knowingly provide false information to us.
- G. the date we specify, if you fail to comply with the Contract's requirements.
- H. the last day the required Premium has been paid, if the grace period expires and the Subscriber has not made the required payment.
- I. the date the Subscriber terminates Coverage for the Subscriber and any Enrolled Dependents.

This section does not apply if the Contract ends due to the receivership of PHP.

## Continuation Coverage under COBRA

The following is only a summary of COBRA and how it may apply to you. The Group is responsible for providing you with complete information about COBRA. COBRA Coverage shall apply only if the Group is subject to COBRA. Contact the Group's Plan Administrator to determine if you are entitled to COBRA.

If you have been receiving COBRA Coverage under your Group's prior plan, your COBRA Coverage may continue under the Contract until the earlier of:

- A. the date it would have ended under the prior plan; or
- B. the date it would end in accordance with the events in Termination Events for COBRA.

We are not required to provide you with COBRA Coverage if the Group or its Plan Administrator fails to perform its responsibilities under federal law. These responsibilities include, but are not limited to:

- A. timely notifying you of the right to elect COBRA; and

# Continuation of Coverage

B. timely notifying us of your COBRA election.

**PHP is not the Group's designated Plan Administrator. We do not assume the Group's COBRA responsibilities under federal law.**

## Qualifying Events for COBRA

You are entitled to COBRA Coverage if your regular Coverage ended due to one of the following:

- A. termination of the Subscriber from employment (other than for gross misconduct), or reduction of the Subscriber's work hours;
- B. death of the Subscriber;
- C. divorce or legal separation of the Subscriber;
- D. loss of eligibility by a child who is an Enrolled Dependent;
- E. entitlement of the Subscriber to Medicare benefits;
- F. the bankruptcy filing by the Group under Title XI of the United States Code:
  - 1) with respect to a retired Subscriber and his or her Enrolled Dependents; and
  - 2) if there is a substantial elimination of Coverage within one year before or after the date the bankruptcy was filed.

The COBRA Coverage period begins to run from the date of the loss of regular coverage, even if the qualifying event occurs some time earlier.

## Notification Requirements and Election Period for COBRA

You must notify the Group's Plan Administrator within 60 days of:

- A. a divorce;
- B. a legal separation; or
- C. the loss of eligibility as an Enrolled Dependent.

You have 60 days to elect COBRA Coverage. The 60 day period ends the later of:

- A. 60 days after the qualifying event; or
- B. 60 days after you receive notice from the Plan Administrator of your right to elect COBRA.

Your failure to timely notify the Group's Plan Administrator will eliminate the right to elect COBRA Coverage.

You must pay the initial COBRA Premium to the Plan Administrator within 45 days after electing COBRA. Coverage will be retroactively reinstated when we receive notice from the Group that payment has been received.

COBRA Coverage will be the same as the regular Coverage you were receiving at the time of the qualifying event. You cannot reduce or change your COBRA Coverage unless similarly situated active employees of the Group have the opportunity to do so.

## Termination Events for COBRA

COBRA Coverage will end on the earliest of the following dates.

- A. 18 months from the date of loss of regular Coverage.
- B. 36 months from the date of loss of regular Coverage for an Enrolled Dependent whose regular Coverage ended because of:
  - 1) the death of the Subscriber;
  - 2) divorce or legal separation;
  - 3) the loss of eligibility by an Enrolled Dependent who is a child; or
  - 4) the entitlement of the Subscriber to Medicare benefits.
- C. The date you fail to pay the COBRA Premium. COBRA Premium is due:
  - 1) 45 days from the date you elect COBRA Coverage;

# Continuation of Coverage

- 2) the first day of each month thereafter with a 31 day grace period.
- D. The date you become covered, after the date you elect COBRA, under any other group health plan. If the other group health plan contains pre-existing limitations or exclusions, your COBRA Coverage shall end on the date such limitations or exclusions end. The other group health plan shall be primary for all Health Services except those that are subject to the pre-existing limitations or exclusions.
- E. The date the Member becomes entitled to Medicare after electing COBRA Coverage. This provision shall not apply if the Member's regular Coverage ended because of bankruptcy filing of the Group.
- F. The date the entire Contract ends. If a new group health plan is offered, you may have COBRA rights under that plan.
- G. The date COBRA Coverage would otherwise end under the Contract.

## Extended COBRA

COBRA Coverage may be extended as described below.

- A. If a second qualifying event occurs less than 18 months after the termination of the Subscriber from employment (other than for gross misconduct), or reduction of the Subscriber's work hours, COBRA Coverage may be extended for an Enrolled Dependent up to 36 months after the date of loss of regular Coverage.

The following events are not considered a second qualifying event:

- 1) entitlement of the Subscriber to Medicare benefits, unless it would have caused a loss in regular Coverage, had the first qualifying event not occurred; and
- 2) bankruptcy filing of the Group as set forth in Qualifying Events for COBRA.
- B. COBRA Coverage may be extended up to 29 months if a Member:
  - 1) is determined by the Social Security Administration to be disabled prior to or within 60 days from the qualifying event; and
  - 2) notifies the Group within the first 18 months of COBRA Coverage and within 60 days from the latest of:
    - (a) the date of disability determination;
    - (b) the date of the qualifying event;
    - (c) the date COBRA is lost; or
    - (d) the date you were informed by the Group of your obligation to notify them.

You must provide notice to the Group within 30 days from the date it is determined that you are no longer disabled. The extension will end on the first day of the month that is more than 30 days after the date it is determined that you are no longer disabled.

- C. If a Subscriber:
  - 1) becomes entitled to Medicare; and
  - 2) later experiences termination of employment (other than for gross misconduct), or reduction of work hours,COBRA Coverage for an Enrolled Dependent will be the longer of:
  - 1) 36 months after the date of loss of regular Coverage due to the Subscriber becoming entitled to Medicare; or
  - 2) 18 months from the date of loss of regular Coverage due to the Subscriber's employment being terminated (other than for gross misconduct), or reduction of work hours.

## Conversion Contract

You may be eligible to apply for and receive coverage under a conversion contract from us.

- A. You may apply to us for a conversion contract if:
  - 1) the Contract is issued to a Small Employer;
  - 2) you have been continuously Covered under a health insurance plan for at least 90 days prior to the end of your Coverage;
  - 3) Coverage under the Contract ends because of:
    - (a) termination of the Subscriber's employment;

## Continuation of Coverage

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- (b) a reduction in the Subscriber's work hours;
- (c) dissolution of marriage; or
- (d) attainment of any age specified in the Contract;

4) you are not eligible for continuation coverage under COBRA.

B. If you qualify for a conversion contract, you must, within 30 days after your Coverage under the Contract ends:

- 1) apply to us for a conversion contract; and
- 2) pay the initial premium for the conversion contract.

No evidence of insurability is required.

We will issue a conversion contract in accordance with the terms and conditions in effect at the time of application. The coverage under the conversion contract may be substantially different from the Coverage provided under the Contract.

**SAMPLE**

# General Provisions

## Entire Contract

The Contract, the Certificate, the attachments, the declarations page, and any Amendments or Exhibits, make up the entire Contract between the Group, you and us.

All statements made by the Group or by a Subscriber shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void or reduce Coverage under the Contract or be used in defense of a legal action unless it is contained in a written application or Enrollment Form.

## Limitation of Action

Requests for reimbursement are subject to the provisions of the Contract. Otherwise, no legal proceeding or action may be brought to recover on the Contract prior to full and complete compliance with the procedures set forth in the Grievances section of the Contract. Also, no such proceeding or action may be brought unless brought within three years from the date the cause of action first arose.

The Member's damages shall be limited to recovery of actual benefits due under the terms of the Contract. The Member waives any right to recover any additional amounts or damages including, but not limited to, punitive and/or exemplary damages.

## Time Limit on Certain Defenses

No misstatement, except a fraudulent misstatement made by the Group in the written application or the Subscriber in the Enrollment Form, shall be used to void the Contract after it has been in force for a period of two years.

## Amendments and Alterations

No change will be made to the Contract unless made by an Amendment signed by an executive officer of PHP. Amendments to the Contract are effective as specified in the Amendment.

No agent has authority to change the Contract or to waive any of its provisions. No person has authority to make oral changes to the Contract.

## Relationship between Parties

The relationships between PHP and Par Providers are **solely** contractual relationships between a payor (PHP) and independent contractors (Par Providers). The Par Pharmacy or Par Mail Order Drug Provider, as the case may be, is **solely** responsible for the pharmacy services provided to any Member. Likewise, PHP is an independent contractor providing Coverage for Health Services to Groups on a contractual basis. Non-Par Providers have no contractual relationship with PHP, nor are they independent contractors of PHP.

Neither the Providers nor the Groups are considered agents or employees of PHP. We and our employees are not employees or agents of Providers or the Group.

The relationship between a Provider and any Member is that of Provider and patient. The Provider is **solely** responsible for the services provided to any Member. We are not responsible for the health services or other care of any kind you receive from Providers or any other persons or entities. The Contract does not give you or any other person any right, claim or cause of action of any kind against us based on the actions or omissions of any Provider, entity or other person of health care, services or supplies.

The relationship between the Group and any Member is that of employer and employee, Enrolled Dependent, or other Coverage classification as defined in the Contract.

The Group is **solely** responsible for:

# General Provisions

- A. determining enrollment and Coverage classification changes;
- B. termination of Members' Coverage; and
- C. paying the Contract Charge to us on time.

## Limitations on Selection of Providers

If we determine that you are using Health Services, including pharmacy services, in a harmful or abusive quantity, manner or frequency, we may limit your selection of Par Providers or Par Pharmacies. You may be required to select a single Par Doctor and a single Par Hospital with which that Par Doctor is affiliated for all future Health Services. Or, you may be required to select a single Par Pharmacy for the provision and coordination of all future pharmacy services.

If you fail to make the required selection within 31 days of our written notice of the need to do so, we will make the selection for you and notify you in writing.

If you have a medical condition that requires or could benefit from special services, we may require that you receive Health Services through a single Par Provider.

All Health Services, including pharmacy services, following this selection or appointment of a single Par Doctor or Par Pharmacy must be provided by that Par Doctor (or through his or her written Referral) or that Par Pharmacy.

Some Health Services must be provided in a facility that we designate. This applies even though there may be other Par Providers that provide the same or similar services.

## Second Opinion Policy

A second opinion may be required at PHP's discretion prior to the scheduling of certain Health Services. PHP will advise you if a proposed Health Service is subject to the second opinion policy. If so, you must consult with a second Par Doctor prior to scheduling the service.

You must:

- A. contact us to obtain a list of Par Doctors who are authorized to render a second opinion; and
- B. arrange a consultation with the second Par Doctor. The second Doctor will not be affiliated with the first Doctor.

You must obtain the second opinion within 31 days of the first opinion or as soon thereafter as is reasonably possible. Second opinions arranged through PHP as described above are provided at no cost to you.

A second opinion may also be obtained at the request of a Member, subject to separate benefit restrictions and/or Copays/Coinsurance described elsewhere in the Contract.

## Wellness and Cost Containment Programs

We may implement wellness or cost containment programs for Members. Such programs may Cover services and supplies that would not otherwise be Covered. Such programs are at our sole discretion and may be discontinued at any time without prior approval from other parties.

## Confidentiality of Medical Information

By accepting Coverage, you authorize and direct any Provider that has attended, examined, or treated you to furnish us any and all related information and records. Such must be provided to us at any reasonable time, upon our request.

We and our designees have the right to any and all records concerning Health Services as necessary:

# General Provisions

- A. to implement and administer the terms of the Contract;
- B. for appropriate medical review or other quality assessment; or
- C. for purposes of health care research.

Any information we obtain that pertains to your diagnosis, treatment or health is confidential. We shall not disclose such information to any person except:

- A. to fulfill our obligations as described above; or
- B. as required by state or federal law.

Examples of when we may release such information as required by law are as follows:

- A. upon your express written consent;
- B. when a child under the age of 18 is an Enrolled Dependent through a custodial parent, non-custodial parent, step-parent or legal guardian, except when the minor child has lawfully obtained Covered Health Services without the consent or notification of a parent or legal guardian;
- C. under a statute or court order for the protection of evidence or the discovery of evidence; or
- D. in the event of litigation between you and PHP in which the information is pertinent.

We may claim any legal right against disclosure of the information that the Provider who supplied it may claim.

## Records

The Group shall furnish us with all information and proof that we may reasonably require with regard to any matters pertaining to the Contract.

The following items shall be open for our inspection at any reasonable time:

- A. all documents furnished to the Group by a Member in connection with the Coverage;
- B. the Group's payroll records; and
- C. any other records pertinent to Coverage under the Contract.

Both PHP and Par Providers may charge you reasonable fees to cover costs for completing medical abstracts or for other forms which you request.

## Examination of Members

We may reasonably require that you be examined if a question or dispute about the provision of or payment for Health Services arises. The exam will be performed by a Par Doctor acceptable to us. We will pay for the exam.

## Typographical Error or Administrative Error

Typographical or administrative errors shall not deprive a Member of benefits. Neither shall any such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of the Contract. A typographical or administrative error shall not continue Coverage beyond the date it is scheduled to terminate according to the terms of the Contract.

## Right of Recovery

If we pay for any reason, including due to a typographical or administrative error by the Group or us, for Health Services or benefits that, according to the terms of the Contract, should not have been paid, we reserve the right to recover such amounts from the Member, the Provider to whom they have been paid, or any other appropriate party.

## Oral Statements

No oral statement of any person shall:

- A. modify or otherwise affect the benefits, limitations or exclusions of the Contract;
- B. convey or void any Coverage;

# General Provisions

- C. increase or reduce any benefits of the Contract; or
- D. be used in the prosecution or defense of a claim under the Contract.

## Notice

Our notice to an authorized representative of the Group is deemed notice to all affected Members. Such notice includes notice of the termination of the Contract. The Group is responsible for giving notice to Members.

Our notice is sufficient if mailed to the Group's address shown in our records at the time of the mailing. Notice is deemed delivered when deposited in the United States mail with first class postage prepaid, unless otherwise stated in the Contract.

## Your Payment

Your payment for Covered Health Services is limited to any Deductibles and/or Copays/Coinsurance set forth in the Contract. Par Providers have agreed to accept our payment as payment in full, after your payment of the Copays/Coinsurance and/or Deductibles.

You are not responsible for paying for Health Services received in accordance with the Contract, except as stated in the Contract. You are responsible, however, for the cost of any Health Services not Covered by the Contract.

Coverage is subject to:

- A. the Subscriber's payment of any required Premium; and
- B. the Member's payment of any Copays/Coinsurance and/or Deductible required by the Contract.

## Contract is not Worker's Comp Insurance

The Coverage provided under the Contract does not replace, supplement, or provide a substitute for benefits to which a Member is entitled under worker's comp; occupational disease; and similar laws.

The Contract does not Cover Health Services or expenses, directly or indirectly, related to such services that are provided or payable under worker's comp, occupational disease, and similar laws:

- A. even if the Member's employer is not properly insured or self-insured under such laws;
- B. when a Member refuses to use his or her employer's designated Doctor;
- C. when a Member has not abided by the employer's policy for treatment or reporting of a work-related illness/injury.

A Member must contact his or her employer or its worker's comp or occupational disease insurer for the provision or payment of such Health Services and expenses.

## Conformity with Statutes

The intent of the Contract is to conform to the applicable laws and regulations in effect on the Contract's effective date. The laws and regulations of the jurisdiction in which the Contract is delivered that are in effect on the Contract's effective date shall apply.

Any Contract provision which, on the Contract's effective date, conflicts with those laws and regulations is hereby amended to conform to the minimum requirements of such.

## Non-Discrimination

In compliance with state and federal law, we shall not discriminate on the basis of age; gender; color; race; national origin; disability; marital status; sexual preference; religious affiliation; or public assistance status.

We shall not discriminate on the basis of whether an advance directive has been executed. Advance directives

## General Provisions

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are written instructions recognized under state law relating to the provision of health care when a person is incapacitated. Examples include living wills and durable powers of attorney for health care.

We shall not, with respect to any person and based upon any health factor or the results of Genetic Screening or Testing:

- A. refuse to issue or renew Coverage;
- B. cancel Coverage;
- C. limit benefits; or
- D. charge a different Premium.

### ERISA

If the Contract has been purchased to provide benefits under a welfare plan governed by ERISA, the Group is the Plan Administrator as that term is used in ERISA. We will not be named as, nor will we be, the Plan Administrator or a named fiduciary of the Group's health and welfare benefit plan.

### Amendments Affecting Retirees

If retirees are Covered, the Group retains the right to modify or eliminate Coverage for retirees at any time in its sole discretion.

### General Conditions for Benefits

In the event of any major disaster or war, riot, civil insurrection, epidemic or any other emergency not within our control:

- A. we will Cover Health Services as provided in the Contract to the extent that facilities and personnel are then available; and
- B. we shall have no liability or obligation for delay or failure to provide services due to lack of available facilities or personnel.

# Definitions

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This section defines the terms used throughout the Contract. It is not intended to set forth Covered or non-Covered Health Services.

**Actively at Work.** A Subscriber who:

- A. actively performs his or her regular job duties for the Group; and
- B. meets the required minimum hours worked per week as defined by the Group and approved by PHP.

A Subscriber is considered to be Actively at Work:

- A. on a regular non-working day if he or she was Actively at Work on the last preceding scheduled workday;
- B. during a regular paid vacation;
- C. during an absence due to Family and Medical Leave Act (if applicable);
- D. during any leave of absence, including but not limited to short term or long term disability or a sabbatical, that does not exceed the timeframe indicated in Exhibit 1 of the Group's Contract; or
- E. for the purpose of initial eligibility only, if the cause of the leave of absence is due to an injury or illness.

A Subscriber who has received a severance package is not Actively at Work. A Subscriber who is not Actively at Work ceases to be eligible for Coverage, regardless of the Subscriber's status under the Affordable Care Act and IRS regulations promulgated under Section 4980H of the Code.

**Additional Charge.** A charge in addition to the Copay the Member is required to pay:

- A. to a Par Pharmacy; and
- B. for a Covered Brand Name Prescription Drug when a Generic Drug is available.

The Additional Charge is the difference between the price of the Brand Name Drug and the Generic Drug.

**Adoption.** The date of placement for the purpose of Adoption or the date of the entry of an order granting the adoptive parent custody of the child for purposes of Adoption, whichever is earlier.

**Adverse Benefit Determination.** A denial, reduction, or termination of a benefit or a failure to provide or make payment for a benefit in response to a Member's request for benefits in accordance with the Grievance procedures described in the Grievances section of this Contract. An Adverse Benefit Determination also includes:

- A. eligibility determinations at the Grievance and Appeal level only; and
- B. Rescission of Coverage at the Grievance, Appeal and External Appeal level.

**AHRQ.** Agency for Healthcare Research and Quality.

**Allowable Expense.** Any health care expense, including Coinsurance or Copays and without reduction for any applicable Deductible, that is covered at least in part under any of the Coverage Plans covering the person for whom the claim is made.

When a Coverage Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

The following are not considered an Allowable Expense under This Plan:

- A. an expense or a portion of an expense that is not covered by any of the Coverage Plans;
- B. any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Member;
- C. items of expense for vision care and Prescription Drugs;
- D. the difference between the cost of a private hospital room and a semiprivate room, unless the stay in a private room is Medically Necessary;
- E. the amount of the reduction when benefits are reduced under a Primary Plan because a person does not comply with that plan's provisions related to:

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- 1) second surgical opinions;
- 2) authorization of admissions or services; and
- 3) preferred Provider arrangements;

F. if a Member is covered by two or more Coverage Plans that:

- 1) compute their benefits payments on the basis of:
  - (a) usual and customary fees;
  - (b) relative value schedule reimbursement;
  - (c) other similar reimbursement methodology; or
  - (d) any amount charged by the provider in excess of the highest reimbursement amount for a specified benefit;
- 2) provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.

If a Member is covered by:

- 1) one Coverage Plan that calculates its benefits or services on the basis of:
  - (a) usual and customary fees;
  - (b) relative value schedule reimbursement; or
  - (c) other similar reimbursement methodology; and
- 2) another Coverage Plan that provides its benefits or services on the basis of negotiated fees; the Primary Plan's payment arrangement shall be the Allowable Expense for all plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan payment arrangement and if the provider's contract permits, that negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

**Alternate Facility.** A non-Hospital health care facility that, pursuant to the law of the jurisdiction in which treatment is received:

- A. provides one or more of the following on an outpatient basis: surgical services; Emergency Health Services; rehab services; lab services; diagnostic services; or
- B. provides on an inpatient or outpatient basis: Behavioral Health and Mental Health or Substance Use Disorder Services.

An Alternate Facility may include an attachment to a Hospital but does not include a Doctor's office.

**Amendment.** An attached or subsequently provided document, if any, of revisions or additional provisions to the Contract. An Amendment is valid only when signed by an executive officer of PHP.

**Appeal.** An oral or written request for PHP to change its decision regarding a Grievance.

**Approved Inpatient Transitional Care Unit.** A Hospital or nursing home facility that:

- A. is licensed and operated in accordance with the law of the jurisdiction in which treatment is received;
- B. is approved by Medicare as an Inpatient Transitional Care Unit; and
- C. is approved by PHP to provide Health Services to Members.

**Autism Spectrum Disorder or ASD.** A neurological condition, including but not limited to Asperger's syndrome and autism, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

**Basic Health Needs.** Health Services necessary to maintain or restore fundamental physical or emotional functions used in sustaining one's own life. Basic Health Needs does not include Health Services that are intended to help or affect the functioning of or interaction with another individual.

**Behavioral Health and Mental Health.** A physical or behavioral condition having an emotional or psychological origin or effect. Behavioral Health and Mental Health includes behavioral or emotional disorders, but does not

## Definitions

include Substance Use Disorder.

**Behavioral Health and Mental Health Services.** Services and supplies for the diagnosis and treatment of Behavioral Health and Mental Health that are classified in the ICD or the DSM.

**Brand Name Drug.** A Prescription Drug manufactured and marketed under a trademark or name by a specific drug manufacturer.

**Calendar Year.** January 1 through December 31 of any given year.

**Care Taker Services.** Services not solely related to the care of a Member including but not limited to:

- A. sitter or companion services for the ill Member;
- B. transportation; and
- C. house cleaning or maintenance.

**Certificate.** This Certificate of Coverage.

**CHIP.** Children's Health Insurance Program, as amended.

**Claim Determination Period.** A Calendar Year. However, it does not include any part of a year during which a person has no Coverage under This Plan or any part of a year before the date this COB provision or a similar provision takes effect.

**Clean Claim.** A claim submitted by a Provider for payment for health care services provided under This Plan that has no defect, impropriety or particular circumstance requiring special treatment preventing payment.

**CMS.** Centers for Medicare and Medicaid Services.

**COBRA.** Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Coinsurance.** A percentage of Eligible Expenses that you must pay for certain Covered Health Services. (Also see Copay.)

**Complications of Pregnancy.** Conditions that:

- A. have diagnoses distinct from uncomplicated Pregnancy; but
- B. are adversely affected or are caused by Pregnancy; and
- C. usually require inpatient Hospital care.

Examples include: acute nephritis; nephrosis; cardiac decompensation; hyperemesis gravidarum; missed abortion; ectopic Pregnancy; non-elective cesarean section; and similar medical and surgical conditions of comparable severity.

Not included are: false labor; occasional spotting; Doctor prescribed rest during the period of Pregnancy; morning sickness; and pre-eclampsia. Also not included are similar conditions associated with the management of a difficult Pregnancy but not classified in the ICD as Complications of Pregnancy.

**Confinement and Confined.** An uninterrupted stay following formal admission to a Hospital; Inpatient Transitional Care Unit; or Alternate Facility. Confinement and Confined refer to inpatient care.

**Congenital Defects and Birth Abnormalities.** A defective development or formation of a part of the body:

- A. which occurs during Pregnancy;
- B. which is determined by a Doctor to have existed at birth, and usually before birth, even though not manifested until later; and
- C. does not include abnormalities that occur in the development process after birth.

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Congenital Defects and Birth Abnormalities do not include misalignment of the teeth or jaw, except as a result of cleft lip or cleft palate.

**Contract.** The Contract that includes the following items signed by PHP: the Contract, the Certificate of Coverage; the attachments, the declarations page; Amendments; Exhibits and agreements. Such items constitute the entire agreement regarding the benefits, exclusions and other conditions between PHP and the Group.

**Contract Charge.** The total Premium for all Subscribers and Enrolled Dependents.

**Contract Month.** Calendar month.

**Contract Years.** The time from:

- A. the effective date of the Contract to the renewal date set forth in Exhibit 1 of the Group's Contract; and
- B. each renewal date to each annual renewal anniversary thereafter.

**Coordination of Benefits or COB.** A provision:

- A. establishing an order in which plans pay their claims; and
- B. permitting Secondary Plans to reduce their benefits so that the combined benefits do not exceed the total Allowable Expense.

**Copays or Copay.** A dollar amount that you must pay directly to a Provider for certain Covered Health Services. Such dollar amount is in addition to the Premium. (Also see Coinsurance.) Copays do not count toward the Deductible.

**Cosmetic Procedures.** Procedures that improve physical appearance but do not correct or materially improve a physical function. Cosmetic Procedures include, but are not limited to, drug treatment, plastic surgery, and nutritional procedures and treatments.

**Cover.** Pay for Health Services to the extent they are Covered under the Contract.

**Coverage or Covered.** Your right to reimbursement for Health Services, subject to the terms, conditions, limitations, and exclusions of the Contract.

**Coverage Plan.** Any of these that provide benefits or services for, or because of, medical or dental care or treatment:

- A. group insurance or group-type coverage whether insured or uninsured. This includes:
  - 1) prepayment;
  - 2) group practice or individual practice coverage;
  - 3) any medical payment section of a homeowner's, tenant's or automobile insurance contract; and
  - 4) coverage other than school accident-type coverage.
- B. coverage under a governmental plan or required or provided by law.

A Coverage Plan does not include a state plan under Medicaid.

Each contract or other arrangement for coverage under A. or B. is a separate Coverage Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Coverage Plan.

**Custodial Care.** Custodial Care includes:

- A. non-health-related services such as assistance in activities of daily living; or
- B. health-related services that:
  - 1) do not seek to cure;

## Definitions

- 2) are provided when the medical condition of the Member is not changing; and
- 3) do not require administration by skilled, licensed medical personnel or a nonprofessionally qualified person can be trained to perform.

**Deductible.** The amount a Member must pay in a Calendar Year for Covered Health Services before PHP will pay. There may be more than one Deductible set forth in the Contract. Copays do not count toward the Deductible.

**Dental Care.** All services provided by or under the direction of a Dentist. Such services include: preventive care and all other care of teeth and the surrounding tissues; correction of a faulty meeting of the teeth; and surgical procedures that involve the hard or soft tissues of the mouth.

**Dentist.** Any Doctor of:

- A. dental surgery, D.D.S.; or
- B. medical dentistry, D.M.D.;

who is duly licensed and qualified to provide Dental Care under the law of the jurisdiction in which treatment is received.

**Dependent.** A person who is:

- A. the Subscriber's legal spouse;
- B. a child of the Subscriber who is a son, daughter, adopted child, step-child or a child subject to legal guardianship regardless of support level;
- C. a grandchild or other blood relative of the Subscriber who depends on the Subscriber for more than 50% of total support;
- D. a child of the Subscriber who is recognized under a QMCSO as having a right to enroll under the Contract.

You must furnish satisfactory evidence of this to us upon our request.

A Dependent child is no longer eligible to be an Enrolled Dependent at the end of the Contract Month in which the child attains age 26.

An Enrolled Dependent child who is totally disabled prior to reaching the age as above may continue Coverage as provided in Extended Coverage for Disabled Children.

**Designated Representative.** An individual you have appointed to assist or represent you with a Grievance, Appeal, or External Appeal. This person may include, but not be limited to, Doctors, other Providers, attorneys, friends or family members. You must identify your Designated Representative to us in writing, though, in order to prevent the disclosure of your medical information to unauthorized persons.

**Designated Transplant Center of Excellence.** The Hospital or Alternate Facility that will render Health Services for a Covered Transplant. The Designated Transplant Center of Excellence:

- A. is at our discretion;
- B. may vary, depending on the type of transplant; and
- C. may or may not be located within our Service Area.

**Doctor.** A person performing Health Services within the scope of his or her license as a:

- A. doctor of medicine (MD);
- B. doctor of osteopathy (DO);
- C. Dentist;
- D. podiatrist;
- E. chiropractor; or
- F. psychologist who has been endorsed as a health service provider in psychology by the Indiana State Board of Examiners in Psychology.

# Definitions

**DSM.** The Diagnostic and Statistical Manual of Mental Disorders.

**Durable Medical Equipment or DME.** Medical equipment that:

- A. can withstand repeated use and is not disposable;
- B. is used to serve a medical purpose;
- C. is generally not useful to a person in the absence of a Sickness or Injury;
- D. is appropriate for use in the home; and
- E. is the most cost-effective type of medical apparatus appropriate for the condition.

**Eligible Expenses.** Reasonable and Customary Charges for Health Services incurred while Coverage is in effect which do not exceed the Contract's maximum limit or benefit level.

**Eligible Person.** The employee or other person of the Group who:

- A. meets the Group's eligibility requirements for Coverage specified in PHP's quote and enrollment maintenance system accessible by the Group's Plan Administrator or designee; and
- B. resides or works within the Service Area, unless we approve other arrangements.

**Emergency.** An Emergency or Emergency Medical Condition means a medical or behavioral health condition that manifests itself by such acute symptoms of sufficient severity, including severe pain that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

- A. placing the health of the individual or the health of another person or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- B. serious impairment to bodily functions;
- C. serious dysfunction of any bodily organ or part.

To Stabilize means the provision of medical treatment to you in an Emergency as may be necessary to assure, within reasonable medical probability that material deterioration of your condition is not likely to result from or during any of the following:

- A. your discharge from an emergency department or other care setting where emergency care is provided to you; or
- B. your transfer from an emergency department or other care setting to another facility; or
- C. your transfer from a Hospital Emergency department or other Hospital care setting to the Hospital's inpatient setting.

**Emergency Health Services.** Health Services that are:

- A. furnished by a Provider within the scope of the Provider's license and as otherwise authorized under law; and
- B. needed to evaluate or Stabilize a Member in an Emergency.

**Enrolled Dependent.** A Dependent who is enrolled for Coverage under the Contract. Except as provided elsewhere in the Contract, a Dependent child is no longer eligible to be an Enrolled Dependent upon reaching the limiting age.

**Enrollment Form.** An application form for Coverage that PHP has approved.

**ERISA.** The Employee Retirement Income Security Act of 1974, as amended from time to time.

**Experimental, Investigational or Unproven.** Services, treatments, supplies, drugs, devices, or procedures determined by PHP to be any one or more of the following at the time a Coverage determination for any particular case is made:

- A. considered by any government agency or subdivision or the CMS Medicare Coverage Issues Manual to be: experimental; investigational; not reasonable and necessary; or any similar finding. Government

## Definitions

agencies and subdivisions include, but are not limited to, the FDA and the AHRQ.

- B. not covered under Medicare reimbursement laws, regulations or interpretations, on the basis that such are: experimental; investigational; unproven; not reasonable and necessary; or any similar finding.
- C. not approved by the FDA to be lawfully marketed for the proposed use.
- D. not identified as appropriate for the proposed use in: the American Hospital Formulary Service; the U.S. Pharmacopoeia Dispensing Information; or the American Medical Drug Evaluations.
- E. subject to review and approval by any institutional review board for the proposed use.
- F. the subject of an ongoing clinical trial that meets the definition of a Phase I, II, III or IV clinical trial set forth in the FDA regulations (regardless of whether the trial is actually subject to FDA oversight), but does not meet the definition of cancer or other life-threatening disease or condition.
- G. not demonstrated through prevailing peer-reviewed medical literature to be safe and effective for treating or diagnosing the condition for which it is proposed.

Determinations regarding whether a particular service, treatment, supply, drug, device, or procedure is considered to be Experimental, Investigational or Unproven are made by PHP's Medical Director in accordance with PHP procedural guidelines.

**External Appeal.** A voluntary Appeal process in which an IRO reviews certain Appeal decisions PHP made and determines whether to uphold or reverse them.

**FDA.** The United States Food and Drug Administration.

**Final Internal Adverse Benefit Determination.** The upholding of an Adverse Benefit Determination at the conclusion of the internal Appeals process or an Adverse Benefit Determination internal Appeals process has been deemed exhausted.

**Formulary.** A list of Prescription Drugs that we prefer for dispensing to Members. We will review and change the list from time to time.

**Generic Drugs.** Prescription Drugs that we classify as Generic Drugs that will be Covered at a generic product level. Generic Drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the Brand Name Drug.

**Genetic Screening or Testing.** A lab test that is a direct test of a person's genes or chromosomes to detect abnormalities, defects, or deficiencies.

**Grievance.** An oral or written complaint submitted in accordance with our formal Grievance procedure by the Member or on behalf of the Member regarding an Adverse Benefit Determination or any aspect of our organization relating to the Member.

**Group.** The employer or other entity with whom PHP has made the Contract.

**Habilitation Services.** Habilitation Services are those that help you keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Health Services.** Medical or health care services, whether or not Covered under the Contract, which include but are not limited to: medical evaluation; diagnosis; treatments; procedures; drugs; therapies; devices; and supplies.

**Home Health Agency.** An agency or organization that:

- A. is engaged in providing Home Health Care Services; and
- B. is authorized to do so under the law of the jurisdiction in which treatment is received.

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**Home Health Care Services.** Health Services provided by a Home Health Agency.

**Hospice Care Agency.** An agency or organization that:

- A. is certified to render Hospice Care;
- B. provides twenty-four hour care, seven days a week;
- C. is under the direct supervision of a Par Doctor; and
- D. maintains written records of the services provided.

**Hospice Care and Services.** A program of care that:

- A. is provided by a licensed Hospice Care Agency;
- B. focuses on palliative rather than curative treatment; and
- C. provides supportive measures to a Member with a prognosis of less than six months to live.

**Hospice Facility.** A facility that:

- A. is licensed and operated in accordance with the law of the jurisdiction in which treatment is received; and
- B. provides twenty-four hour nursing services.

**Hospital.** An institution that:

- A. is operated under the law;
- B. is primarily engaged in providing Health Services on an inpatient basis;
- C. provides for the care and treatment of injured or sick individuals;
- D. has medical, diagnostic and surgical facilities;
- E. is operated by or under the supervision of a staff of Doctors;
- F. has 24 hour nursing services; and
- G. is licensed as a Hospital in the jurisdiction in which it operates.

A Hospital is not primarily a place for rest, Custodial Care, or care of the aged. A Hospital is not an Inpatient Transitional Care Unit, nursing home, convalescent home or similar institution.

**ICD.** The International Classification of Diseases of the United States Department of Health and Human Services.

**Independent Review Organization or IRO.** An organization licensed by the Indiana Department of Insurance to conduct External Appeals.

**Infertility.** The documented inability of an otherwise healthy Member (male or female) to conceive or to produce conception.

**Injury.** Bodily damage, other than Sickness, including all related conditions and recurrent symptoms.

**Maternity Services.** All Health Services related to Pregnancy including:

- A. prenatal and postnatal care, including newborn hearing test;
- B. childbirth; and
- C. early termination of Pregnancy.

**Medicaid.** Title XIX of the United States Social Security Act, Grants to States for Medical Assistance Programs, as amended from time to time.

**Medical Director.** A licensed Doctor of medicine or osteopathy employed or contracted by PHP to provide medical review of Health Services proposed or rendered for Members.

**Medically Necessary.** Health Services that are determined by PHP to be *all* of the following:

## Definitions

- A. medically appropriate and necessary to meet the Member's Basic Health Needs;
- B. the most cost-effective method of treatment and rendered in the most cost-effective manner and type of setting appropriate for the delivery of the Health Service;
- C. consistent in type, frequency and duration of treatment with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies;
- D. accepted by the medical community as consistent with the diagnosis and prescribed course of treatment and rendered at a frequency and duration considered by the medical community as medically appropriate;
- E. required for reasons other than the comfort or convenience of the Member or his or her Doctor;
- F. of a demonstrated medical value in treating the condition of the Member; and
- G. consistent with patterns of care found in established managed care environments for treatment of the particular health condition.

The definition of Medically Necessary used in the Contract:

- A. relates only to Coverage; and
- B. may differ from the way in which a Doctor engaged in the practice of medicine may define Medically Necessary.

The fact that a Doctor has performed or prescribed a Health Service does not mean that it is Medically Necessary. Nor does the fact that a particular Health Service may be the only option available for a particular condition mean that it is Medically Necessary. Health Services from a non-Par Provider without a Referral approved by us are not Medically Necessary if the Health Services can be provided by or through a Par Provider. We retain the right to make all final determinations as to which Health Services are Medically Necessary, subject to the procedures specified in the Grievances section of the Contract.

**Medicare.** The Health Insurance for the Aged and Disabled under Title XVIII of the Social Security Act, as amended from time to time.

**Member.** A person who:

- A. meets all eligibility requirements of the Contract; and
- B. is enrolled for Coverage under the Contract.

The term Member refers to either the Subscriber or an Enrolled Dependent but only while the person is Covered under the Contract. References to "you" and "your" throughout the Contract are references to a Member.

**Minimum Essential Coverage.** As defined in Section 5000A(f) of the Internal Revenue Code, which includes, but is not limited to any of the following: Government sponsored programs Medicare, Medicaid, CHIP, TRICARE for Life, veteran's health care program; coverage under an eligible employer-sponsored plan; coverage under a health plan offered in the individual market within a State (i.e., a qualified non-grandfathered health plan); coverage under a grandfathered health plan; and such other health benefits coverage, such as a State health benefits risk pool, or as the Secretary of the Health and Human Services recognizes.

**Office Administered Specialty Drugs.** A list of drugs established by us that have specific characteristics, such as but not limited to:

- A. they must be administered or infused in a clinical setting under the guidance of a licensed medical professional;
- B. they are injectable;
- C. they are high in cost; and
- D. they have special handling requirements.

We will review and change the list from time to time.

**Open Enrollment Period.** A period of time, as determined by PHP and the Group, during which an Eligible Person may enroll or disenroll himself/herself and eligible Dependents under the Contract, including by passive

## Definitions

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enrollment in accordance with procedures established by PHP.

**Orthotic Appliance.** An appliance or apparatus used to support, align or correct deformities or to improve the function of movable parts of the body, such as but not limited to braces or splints.

**Orthotic Device.** A Medically Necessary custom fabricated brace or support that is designed as a component of a prosthetic arm, hand, leg or foot.

**Ostomy Supplies.** Supplies used for the care of an artificial stoma or opening into the urinary, gastrointestinal canal and/or the trachea.

**Out-of-Pocket Limit or Total Out-of-Pocket Limit.** The maximum amount of Coinsurance a Member must pay each Calendar Year for Covered Health Services. Once this limit is met, Coinsurance for such services is not required for the rest of that Calendar Year. Copays count toward the Out-of-Pocket Limit. There may be more than one Out-of-Pocket Limit set forth in the Contract.

**Par Mail Order Drug Provider.** A drug vendor that has entered into an agreement with us to provide Prescription Drugs by mail to Members.

**Par Pharmacy.** A pharmacy that has entered into an agreement with us to provide Prescription Drug services to Members.

**Participating or Par.** Having entered into an agreement with PHP to provide Health Services to Members. We reserve the right to make changes in our Par Provider network that we believe are appropriate or necessary. For purposes of the Contract, an Approved Inpatient Transitional Care Unit is considered a Par Provider.

**PHP.** Physicians Health Plan of Northern Indiana, Inc. References to "we," the "Plan," "us," and "our" throughout the Contract are references to PHP.

**Post-service Grievance.** Any Grievance that involves only the payment or reimbursement of the Eligible Expenses for Health Services that have already been provided.

**Pregnancy.** A condition of a female after conception until the birth of the baby.

**Premium.** The fee we charge for each Subscriber and Enrolled Dependent and which is based on both Subscriber and Group contributions. The Premium is paid in consideration for the benefits and services provided by PHP under the Contract.

**Prescriber.** A Provider who is duly licensed by the state to prescribe drugs in the ordinary course of his or her professional practice.

**Prescription.** The authorization issued by a Par Prescriber for a Prescription Drug.

**Prescription Drug.** A drug that:

- A. has been approved by the FDA; and
- B. under federal or state law can only be dispensed with a Prescription.

These are known as legend drugs. For purposes of this Contract, Prescription Drugs also include insulin; diabetic supplies; and inhaler aid devices.

**Prescription Order or Refill.** Referred to herein as Prescription Order. The filling of a Prescription by a Par Pharmacy according to the specifications of the Prescription.

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**Pre-service Grievance.** A Grievance that must be decided before a Member can obtain Health Services Covered under the Contract.

**Primary Plan/Secondary Plan.** The order of benefit determination rules state whether a Coverage Plan is a Primary Plan or Secondary Plan.

When a Coverage Plan is a Primary Plan:

- A. its benefits are determined before those of another Coverage Plan covering the member; and
- B. it will not consider the other Coverage Plan's benefits.

When a Coverage Plan is a Secondary Plan:

- A. its benefits are determined after those of another Coverage Plan covering the member; and
- B. its benefits may be reduced because of the other Coverage Plan's benefits.

When more than two Coverage Plans cover a Member:

- A. This Plan may be a Primary Plan as to one or more other Coverage Plans; and
- B. This Plan may be a Secondary Plan as to a different Coverage Plan or plans.

**Prior Authorization or Prior Authorized.** The process of obtaining prior approval from us for Health Services, including for Coverage of certain Prescription Drugs prior to dispensing, using our guidelines.

**Prior Carrier Deductible Credit.** Your Deductible under this Contract will be credited with any deductible you accumulated when receiving services from a participating provider under the Group's prior contract during this Calendar Year if:

- A. this Contract is replacing another contract issued to the Group; and
- B. appropriate notification is received by PHP within 90 days of the effective date of Coverage.

**Provider.** A Doctor; Hospital; Inpatient Transitional Care Unit; Home Health Care Agency; pharmacy; Mail Order Drug Provider; or other health care institution or practitioner. The Provider must be licensed, certified or otherwise authorized pursuant to the law of the jurisdiction in which care or treatment is received.

**QMCSD.** A qualified medical child support order as defined in 29 U.S.C. § 1169(a)(2)(A) as amended from time to time. Such an order requires a parent to provide health coverage for a child.

**Reconstructive Surgery.** Any surgery incidental to:

- A. an Injury;
- B. a Sickness; or
- C. Congenital Defects and Birth Abnormalities.

Reconstructive Surgery for Congenital Defects and Birth Abnormalities includes but is not limited to orthodontic and oral surgery involved in the management of cleft lip and cleft palate for a Member.

Reconstructive Surgery includes the following for a Covered mastectomy:

- A. all stages of reconstruction of the breast on which the mastectomy was performed;
- B. surgery and reconstruction of the other breast to produce symmetry; or
- C. custom fabricated breast prosthesis including one additional breast prosthesis per breast affected by a mastectomy;

in the manner determined by the attending Par Doctor and the Member to be appropriate, subject to the provisions of the Contract.

**Recovery.** An amount owed by a Recovery Source pursuant to a settlement, judgment or otherwise.

**Recovery Source.** The following persons or entities are referred to as Recovery Sources:

- A. any person alleged to have caused a Member to suffer injuries or damages;

## Definitions

- B. the employer of a Member; or
- C. any person or entity obligated to provide benefits or payments to a Member. This includes, but is not limited to, uninsured or underinsured motorist protection and liability insurance.

**Referred or Referral.** Both A. and B. must be present in order to have a Referral:

- A. a Par Doctor's written request on behalf of a Member for Coverage of Health Services provided by a non-Par Provider; and
- B. our written approval of such Health Services prior to the time they are rendered.

**Rehabilitation Services.** Health care services that help you restore skills and functioning for daily living that you once had, but lost because of illness or injury. These services may include physical and occupational therapy, speech-language pathology or other rehabilitation services in a variety of inpatient and/or outpatient settings.

**Rescission of Coverage.** A cancellation or discontinuance of Coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay the required Premium.

**Respite Care.** Care furnished during a period of time when a Member's usual caretaker cannot, or will not, attend to that Member's needs.

**Routine Immunization.** An immunization administered to the age-appropriate general population and recommended by the:

- A. Centers for Disease Control and Prevention (CDC);
- B. American Academy of Pediatrics; and
- C. American Academy of Family Physicians.

**Self-Administered Specialty Drugs.** A list of drugs established by us that have one or more of the following characteristics, such as but not limited to:

- A. they are obtained from a pharmacy;
- B. they must be Prior Authorized;
- C. they are generally injectable;
- D. they are administered at home or without the supervision of a licensed medical professional;
- E. they are high in cost;
- F. they have special handling requirements, and/or
- G. they require special training in order to use.

We will review and change the list from time to time.

**Semi-private Room.** A room with two or more beds in a Hospital; an Approved Inpatient Transitional Care Unit; or an Alternate Facility.

**Service Area.** The geographic area served by PHP, as approved by the Indiana Department of Insurance. This area includes: Adams; Allen; Benton; Blackford; Boone; Carroll; Cass; Clinton; DeKalb; Delaware; Elkhart; Fountain; Fulton; Grant; Hamilton; Hendricks; Howard; Huntington; Jasper; Jay; Kosciusko; LaGrange; Lake; LaPorte; Madison; Marion; Marshall; Miami; Montgomery; Morgan; Newton; Noble; Porter; Pulaski; Randolph; St. Joseph; Shelby; Starke; Steuben; Tippecanoe; Tipton; Wabash; Warren; Wells; White; and Whitley counties in Indiana.

**Sexual Dysfunction.** A condition that interferes with sexual relations, such as but not limited to: pain; sexual arousal; or erectile disorder.

**Sickness.** A physical illness, disorder, disease, or Pregnancy. Sickness does not include Behavioral Health and Mental Health conditions.

## Definitions

**Small Employer.** Any person, firm, corporation, partnership, or association, including those deemed to be a single employer determined under Section 414 of the Code:

- A. actively engaged in business;
- B. who employed an average of at least 1 but not more than 50 employees on at least 50% of the employer's business days during the preceding Calendar Year; and
- C. who employs at least 1 employee on the first day of the plan year.

**Specialty Drugs.** A list of Prescription Drugs established by us that must be:

- A. obtained from a Par Pharmacy or a Specialty Pharmacy; and
- B. Prior Authorized.

We will review and change the list from time to time.

Specialty Drugs have one or more of the following characteristics, such as but not limited to:

- A. they are high in cost;
- B. they are generally injectable;
- C. they have special handling requirements; and/or
- D. they require special training in order to use.

**Specialty Pharmacy.** A Par Pharmacy that has entered into an agreement with us to provide Specialty Drug services to Members.

**Stabilize.** To provide Health Services to a Member in an Emergency as may be necessary to assure, within reasonable medical probability, that material deterioration of the Member's condition is not likely to occur.

This includes Emergency Health Services provided to a Member in a Hospital's care setting throughout or during the following: discharge; transfer to another health care facility, or transfer to the Hospital's inpatient setting.

**Step Therapy.** Means:

- A. an alternate but appropriate Prescription Drug identified by the Plan is used first by the Member within a specified number of days; and
- B. certain Prescription Drugs are Covered only if the Member has gone through the Step Therapy process.

The identified Prescription Drugs and the process are subject to periodic review and modification by PHP in its discretion.

**Subscriber.** An Eligible Person who enrolled for Coverage under the Contract. The term Subscriber does not include Enrolled Dependents.

**Substance Use Disorder.** Alcoholism and chemical or drug dependency.

**Teleconsultation Services or Remote Patient Monitoring.** The Provider-initiated use of digital technologies to collect medical and other forms of health data from Members in one location and electronically transmit that information securely to Providers in different locations for assessment and recommendations.

**Telehealth Services.** Member-initiated Health Services provided during a Provider/Member encounter by using electronic communications and information technology, including secure videoconferencing and interactive audio communications. This technology permits the Member and the Provider to be at different locations during the examination. We will determine whether the technology used is secure and appropriate for the services delivered so as to fall under the definition of "Telehealth Services." Health Services that can be delivered through the use of Telehealth Services may include the following:

- A. medical exams and consultations; or
- B. behavioral health, including substance abuse evaluations and treatment.

## Definitions

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The term "Telehealth Services" does not include:

- A. electronic mail;
- B. an instant messaging conversation;
- C. facsimile communication;
- D. internet questionnaire;
- E. internet consultation; or
- F. a telephone or any other means of communication from one provider to another provider.

**This Plan.** The part of the Contract that provides benefits for health care expenses.

**Urgent Care.** The treatment of an unexpected Sickness or Injury that is not life or limb threatening but requires prompt medical attention not through the use of an Emergency Room.

**Urgent Care Center.** A licensed medical service center that provides Urgent Care.

**Urgent Care Claim.** Request for a Health Service that, if subject to the time limits applicable to Pre-service Claims:

- A. would seriously jeopardize your life, health or ability to reach and maintain maximum function; or
- B. in the opinion of physicians familiar with your condition, would subject you to severe pain that cannot be adequately managed unless we approve the Claim.

Once identified as such, an Urgent Care Claim will be subject to only one review before becoming eligible for the External Appeal process described herein.

**SAMPLE**