

**ANCIRA ENTERPRISES INC  
SAN ANTONIO TX**

**Health Booklet  
Health Care Account (Bucket Plan)**

**BENEFITS ADMINISTERED BY**



**Amendment**  
**Effective June 1, 2010**  
**ANCIRA ENTERPRISES INC**  
**Implemented in Plan Year 06-01-2010 to 06-01-2011**

The Health Benefit Summary Plan Description is hereby amended as follows:

1. **The following underlined portion(s) of the ELIGIBILITY AND ENROLLMENT are hereby added to the Summary Plan Description.**

**EXTENDED COVERAGE FOR DEPENDENT CHILDREN**

Coverage under this Plan may be extended for a Dependent Child if the following conditions are met:

- A covered Dependent Child who is attending high school, a licensed trade school, or an Accredited Institution of Higher Education as a Full-Time Student will continue to be eligible until the date in which the child turns age 23 or until the Dependent Child no longer attends school as a Full-Time Student, whichever is earlier. Extended coverage for Dependent Children who have not reached age 23 will terminate on the date that the Dependent Child is no longer attending or enrolled as a Full-Time Student. (See below for more information on Loss of Full-Time Student Status Due to medical necessity) The Plan may require proof of the Dependent Child's Full-Time Student enrollment on an as needed basis. A Full-Time Student who finishes the spring term shall be deemed a Full-Time Student throughout the summer if the Student has enrolled as a Full-Time Student for the following fall term, regardless of whether or not such Student enrolls for the summer term.

A Totally Disabled Dependent Child older than 19 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

**Loss of Full-Time Status Due to Medical Necessity**

Dependents who are enrolled in a licensed trade school or an Accredited Institution of Higher Education on the day before the first day of a medically necessary leave of absence or reduction in full-time status will be entitled to up to twelve months of coverage continuation. To qualify:

- The Plan received written certification from the Dependent's treating Physician stating that the Child is suffering from a serious Illness or Injury and that a leave or reduction in enrollment is medically necessary.
- The leave must begin while the Dependent is suffering from a serious Illness or Injury and be medically necessary.

Coverage during a medically necessary leave of absence will be the same as if the Child remained a Full-Time Student and will continue for up to one year from the date the medically necessary leave began or until the Dependent would otherwise lose eligibility under the Plan, whichever is sooner. In addition, if any changes are made to the Plan during the medically necessary leave, the Dependent Child remains eligible for the changed coverage in the same manner as would have applied if the changed coverage had been the previous coverage, so long as Dependent Children are still covered by the Plan.

**IMPORTANT:** It is Your responsibility to notify the Plan Sponsor within 60 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to attend school as a Full-Time Student for reasons other than minor, short-term Illness or Injury or medical necessity (as described above), or the Dependent does not meet the qualifications of Totally Disabled, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Section in this document.

2. The following underlined portion(s) of the TERMINATION is hereby added to the Summary Plan Description.

#### YOUR DEPENDENT'S COVERAGE

- If Your Dependent Child qualifies for Extended Dependent Coverage as a Full-Time Student, the day of the month in which Your Dependent Child no longer qualifies as a Full-Time Student unless the Dependent Child qualifies for a medically necessary leave of absence (see Extended Dependent Coverage section for more information) or the day of the month Your Dependent Child turns 23, whichever is earlier; or

3. The following underlined portion(s) of the PROVIDER NETWORK is hereby added to the Summary Plan Description.

The word "**Network**" means an outside organization that has contracted with various providers to provide health care services to Covered Persons at a Negotiated Rate. Providers who participate in a Network have agreed to accept the negotiated fees as payment in full, including any portion of the fees that the Covered Person must pay due to the Deductible, Participation amounts or other out-of-pocket expenses. The allowable charges used in the calculation of the payable benefit to participating providers will be determined by the Negotiated Rates in the network contract. A provider who does not participate in a Network may bill Covered Persons for additional fees over and above what the Plan pays.

4. The following underlined portion(s) of the CLAIMS AND APPEAL PROCEDURES are hereby added to the Summary Plan Description.

#### HOW HEALTH BENEFITS ARE CALCULATED

**Fee Schedule:** Generally, providers are paid the lesser of the billed amount or the maximum fee schedule for the particular covered service, minus any Deductible, Plan Participation rate, Co-pay or penalties that the Covered Person is responsible for paying. Where a network contract is in place, the network contract determines the Plan's allowable charge used in the calculation of the payable benefit.

**Negotiated Rate:** On occasion, UMR will negotiate a payment rate with a provider for a particular covered service such as transplant services, Durable Medical Equipment, Extended Care Facility treatment or other services. The Negotiated Rate is what the Plan will pay to the provider, minus any Co-pay, Deductible, Plan Participation rate or penalties that the Covered Person is responsible for paying. Where a network contract is in place, the network contract determines the Plan's Negotiated Rate.

5. The following underlined portion(s) of the OTHER FEDERAL PROVISIONS is hereby added to the Summary Plan Description.

This group health Plan also complies with the provisions of the:

- TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.
- The Genetic Information Nondiscrimination Act (GINA).

**6. The following portion(s) of the GLOSSARY OF TERMS is hereby deleted from the Summary Plan Description.**

**Experimental or Investigational** means any supply, medicine, facility, equipment, service or treatment that:

- Is not currently or at the time the charges were Incurred recognized as acceptable medical practice by the Plan. (FDA approval does not necessarily constitute accepted medical practice)
- Is subject of or related to ongoing Phase I, II or III clinical trials.
- Requires the Covered Person to sign a release or other document indicating that the treatment is Experimental or Investigational or other similar terms.
- Has not been approved by the appropriate government regulatory bodies.
- A drug or device that must have Food and Drug Administration (FDA) approval for those specific indications and methods of use for which such drug or device is sought to be provided, subject to medical judgment by UMR's Health's medical staff or Qualified outside medical reviewers.

Any drug, device, procedure, service or treatment, which at the time sought to be provided is not approved by the Center for Medicare and Medicaid Services (CMS) for reimbursement under Medicare, is considered an Experimental procedure.

Drugs are considered Experimental if they are not commercially available for purchase, and are not approved by the FDA for general use. General use refers to permission for commercial distribution. Any other approvals that are granted as an interim step in the FDA regulatory process are considered Experimental procedures.

Any drug or device approved by the FDA for a specific disease, Injury, Illness or condition, but which is sought to be provided for another disease, Injury, Illness or condition, is considered Experimental, subject to medical judgment by UMR's medical staff or Qualified outside medical reviewers.

- Based on prevailing peer reviewed medical literature in the United States, there is failure to demonstrate that the treatment is safe and effective for the condition, and that there is not enough scientific evidence to support conclusions concerning the effect of the drug, device, procedure, service or treatment on health outcomes.

The evidence must consist of well-designed and well-conducted investigations published in peer-review journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

The evidence must demonstrate that the drug, device, procedure, service or treatment can measure or alter the sought after changes to the disease, Injury, Illness or condition. In addition, there must be evidence or a convincing argument based on established medical research that such measurement or alteration affects that health outcome.

Opinions and evaluations by national medical associations, consensus panels, other technology evaluation bodies or outside independent review organizations are evaluated according to the scientific quality of the supporting evidence and rationale.

References used in the evaluation include, but are not limited to, The American Cancer Society, The American Medical Association, FDA, U.S. Department of Health & Human Services, Merck Manual, Mosby Advanced Catalog Search, National Library of Medicine Search, National Institutes of Health, Pubmed (Medicine), The Hayes Directory of New Medical Technologies and/or the American Academies or Colleges of various Physician specialties.

A service, supply, treatment or facility may be considered Experimental or Investigational, even if the provider has performed, prescribed, recommended, ordered or approved it, or if it is the only available procedure or treatment for the Illness or Injury.

**And replaced with:**

**Experimental, Investigational or Unproven** means any drug, service, supply, care and/or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);
- Items that do not have strong research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (have not yet shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong research-based evidence is identified as peer-reviewed published data derived from multiple, large, human randomized controlled clinical trials OR at least one or more large controlled national multi-center population-based studies;
- Items based on anecdotal and Unproven evidence (literature consists only of case studies or uncontrolled trials), i.e., lacks scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;
- Items which have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care and/or treatment is accepted medical practice, however, lack of such approval will be a consideration in determining whether a drug, service, supply, care and/or treatment is considered Experimental, Investigational or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™ or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

**Amendment**  
**Effective June 1, 2008**  
**ANCIRA ENTERPRISES INC**  
**Implemented in Plan Year 06-01-2008 to 06-01-2009**

The Health Benefit Summary Plan Description is hereby amended as follows:

**The following underlined portion(s) of the PLAN INFORMATION is hereby changed in the Summary Plan Description.**

**Name And Address Of Agent For  
Service Of Legal Process**

GREG SPENCE  
6111 BANDERA RD  
SAN ANTONIO TX 78238

Services of legal process may also be made upon the Plan Administrator.

**Amendment**  
**Effective June 1, 2009**  
**ANCIRA ENTERPRISES INC**  
**Implemented in Plan Year 06-01-2009 to 06-01-2010**

The Health Benefit Summary Plan Description is hereby amended as follows:

1. **Any reference to AVIDYN or AVIDYN HEALTH is hereby deleted and replaced with UMR CARE MANAGEMENT throughout the Summary Plan Description.**
  
2. **The UTILIZATION MANAGEMENT is hereby deleted from the Summary Plan Description.**

**And replaced with:**

**UTILIZATION MANAGEMENT**  
**And Other Medical Management Services**

Utilization Management is the process of evaluating whether services, supplies or treatment meet Clinical Eligibility for Coverage and are appropriate to help ensure cost-effective care. Utilization Management can eliminate unnecessary services, shorten Hospital stays, improve the quality of care, and reduce costs to the Covered Person and the Plan. The Utilization Management procedures include certain Notification requirements.

The benefit amounts payable under the Schedule of Benefits of this SPD may be affected if the requirements described for Utilization Management are not satisfied. Covered Persons should call the phone number on the back of the Plan identification card to request Notification at least two weeks prior to a scheduled procedure in order to allow for fact gathering and independent medical review, if necessary.

**Special Notes: The Covered Person will not be penalized for failure to obtain Notification if a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention would jeopardize the life or long-term health of the individual.** However, Covered Persons who received care on this basis must contact the Utilization Review Organization (see below) as soon as possible within 24 hours of the first business day after receiving care or Hospital admittance. The Utilization Review Organization will then review services provided within 48 hours of being contacted.

This Plan complies with the Newborns and Mothers Health Protection Act. The Notification requirement is not required for Hospital or Birthing Center stays of 48 hours or less following a normal vaginal delivery or 96 hours or less following a Cesarean section. Notification may be required for stays beyond 48 hours following a vaginal delivery or 96 hours following a Cesarean section.

**UTILIZATION REVIEW ORGANIZATION**

The Utilization Review Organization is: **UMR CARE MANAGEMENT**

## DEFINITIONS

The following terms are used for the purpose of the Utilization Management section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

**Notified or Notification** means a determination by the Utilization Review Organization on behalf of the Plan, with respect to whether a service, treatment, supply or facility is the most appropriate and cost-effective treatment for the care and treatment of an illness or injury and meets Clinical Eligibility for Coverage.

**Utilization Management** means an assessment of the facility in which the treatment is being provided. It also includes a formal assessment of the effectiveness and appropriateness of health care services and treatment plans. Such assessment can be conducted on a prospective basis (prior to treatment), concurrent basis (during treatment) or retrospective basis (following treatment).

## SERVICES REQUIRING NOTIFICATION

Call the Utilization Review Organization **before** receiving services for the following:

- Inpatient stay in a Hospital.
- Organ and tissue transplants.
- Non-Emergency use of air ambulance.

**Note that if a Covered Person receives Notification for one facility, but then the person is transferred to another facility, Notification is also needed before going to the new facility, except in the case of an Emergency (see Special Notes above).**

## PENALTIES FOR NOT OBTAINING NOTIFICATION

A non-Notification penalty is the amount that must be paid by a Covered Person who does not call for Notification prior to receiving certain services. A penalty of \$250 will be applied per admission if a Covered Person receives services but did not obtain the required Notification for:

- Inpatient stay in a Hospital.
- Organ and tissue transplants.
- Non-Emergency use of air ambulance.

**The phone number to call for Notification is listed on the back of the Plan identification card.**

Even though a Covered Person provides Notification to the Utilization Review Organization, that does not guarantee that this Plan will pay for the medical care. The Covered Person still needs to be eligible for coverage on the date services are provided. Coverage is also subject to all of the provisions described in this SPD.

**Medical Director Supervision.** A UMR Care Management medical director supervises the entire concurrent review process. Should a case have unique circumstances that raise questions for the Utilization Management specialist handling the case, the medical director will review the case to determine the best course of action and will reach out to the member's Physician for a peer-to-peer discussion, if necessary.

**Case Management Referrals.** During the Notification review process, cases are analyzed for a number of criteria used to trigger case to case management for review. These triggers include ICD-9 diagnosis codes, CPT codes, length-of-stay criteria and claims dollar thresholds, as well as specific criteria requested by the Plan Administrator. Information is easily passed from Utilization Management to case management through our fully-integrated care management software system.

All Notification requests are used to identify the member's needs. Our goal is to intervene in the process as early as possible to determine the resources necessary to deliver clinical care in the most appropriate care setting.

**Retrospective Review.** Retrospective review is conducted by Plan Administrator request as long as the request is received within 30 days of the original determination. Retrospective reviews are performed according to our standard Notification policies and procedures.

### **Other Medical Management Services**

**Case Management Services** are designed to identify catastrophic and complex illnesses, transplants and trauma cases. UMR Care Management's case management specialists identify, coordinate and negotiate alternative treatment plans and related costs by finding alternatives to costly Inpatient stays. Opportunities are identified from the Notification review process, national criteria and system flags based on ICD-9, CPT and dollar threshold criteria. UMR Care Management works directly with the patient, family members, treating Physician and facility to mobilize appropriate resources for the Covered Person's care. Our philosophy is that quality care from the beginning of the serious illness helps avoid major complications in the future. The Covered Person can request that the Plan provide services and the Plan may also contact the Covered Person if the Plan believes case management services may be beneficial.

**NurseLine** service is a 24/7 health information line that assists Covered Persons with medical-related questions and concerns. NurseLine gives Covered Persons access to highly trained registered nurses so they can receive guidance and support when making decisions about their health and/or the health of their Dependents. NurseLine offers Covered Persons access to valuable health information via the health education library (1,100 recorded topics with over 600 in Spanish) and triage services. The triage services are a primary tool to guide the nurse's thought process and provide credible, consistent and accurate information to the caller to help educate them on specific conditions and treatment options. The service is offered in partnership with OptumHealth.

- 3. The following portion(s) of the OTHER FEDERAL PROVISIONS is hereby deleted from the Summary Plan Description.**

#### **NEWBORNS AND MOTHERS HEALTH PROTECTION ACT**

Group health plans and health insurance issuers offering group health coverage 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 normal 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, health plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or insurance issuer for prescribing a length of stay not in excess of the above periods. Additionally, plans may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner that is less favorable to the mother or newborn than any earlier portion of the stay. However, the law does not prohibit a plan from requiring notification in order to use certain providers or facilities, or to reduce out-of-pocket costs.

**And replaced with:**

#### **NEWBORNS AND MOTHERS HEALTH PROTECTION ACT**

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for a 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).

**Children's Health Insurance Program  
Reauthorization Act (CHIPRA) Amendment  
Effective April 1, 2009  
ANCIRA ENTERPRISES INC  
Implemented in Plan Year 06-01-2008 to 06-01-2009**

The Health Benefit Summary Plan Description is hereby amended as follows:

**The following underlined portion(s) of the SPECIAL ENROLLMENT PROVISION are hereby added to the Summary Plan Description.**

**LOSS OF HEALTH COVERAGE**

You or Your Dependent must request and apply for coverage under this Plan no later than 31 calendar days after the date the other coverage ended, or in situations where an eligible person meets or exceeds a lifetime limit on all benefits, no later than 31 calendar days after a claim is denied for that reason.

- You and/or Your Dependents were covered under a Medicaid plan or state child health plan and Your or Your Dependents coverage was terminated due to loss of eligibility. You must request coverage under this Plan within 60 days after the date of termination of such coverage.

**CHANGE IN FAMILY STATUS**

If a person becomes Your eligible Dependent through marriage, birth, adoption or Placement for Adoption, the Employee, spouse and newly acquired Dependent(s) who are not already enrolled, may enroll for health coverage under this Plan during a special enrollment period. You must request and apply for coverage within 31 calendar days of marriage, birth, adoption or Placement for Adoption.

**NEWLY ELIGIBLE FOR EMPLOYMENT ASSISTANCE UNDER MEDICAID OR CHILDREN'S HEALTH INSURANCE PROGRAM**

Current Employees and their Dependents may be eligible for a Special Enrollment period if the Employee and/or Dependents are determined eligible, under a state's Medicaid plan or state child health plan, for premium assistance with respect to coverage under this Plan. The Employee must request coverage under this Plan within 60 days after the date the Employee and/or Dependent is determined to be eligible for such assistance.

**EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION**

- In the case of a Dependent's adoption, if You apply within 31 days of event, the date of such adoption or Placement for Adoption; or
- In the case of eligibility for premium assistance under a state's Medicaid plan or state child health plan, on the date the approved request for coverage is received; or

# Table of Contents

INTRODUCTION.....	1
PLAN INFORMATION.....	2
MEDICAL SCHEDULE OF BENEFITS.....	4
TRANSPLANT SCHEDULE OF BENEFITS.....	9
HEALTH CARE ACCOUNT (THE BUCKET PLAN) HIGHLIGHTS.....	11
PARTICIPATING IN THE HEALTH CARE ACCOUNT (THE BUCKET PLAN).....	12
TERMINATION AND REINSTATEMENT OF COVERAGE.....	13
YOUR HEALTH CARE ACCOUNT (THE BUCKET PLAN).....	14
HEALTH CARE ACCOUNT (THE BUCKET PLAN) BENEFITS.....	16
GLOSSARY OF TERMS.....	18
OUT-OF-POCKET EXPENSES AND MAXIMUMS.....	19
ELIGIBILITY AND ENROLLMENT.....	21
SPECIAL ENROLLMENT PROVISION.....	25
TERMINATION.....	27
PRE-EXISTING CONDITION PROVISION.....	29
COBRA CONTINUATION OF COVERAGE.....	32
UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994.....	39
PROVIDER NETWORK.....	40
COVERED MEDICAL BENEFITS.....	42
HOME HEALTH CARE BENEFITS.....	49
TRANSPLANT BENEFITS (DESIGNATED TRANSPLANT FACILITY).....	50
PRESCRIPTION BENEFITS.....	53
UTILIZATION MANAGEMENT.....	56
COORDINATION OF BENEFITS.....	58
RIGHT OF SUBROGATION, REIMBURSEMENT AND OFFSET.....	62
GENERAL EXCLUSIONS.....	65
CLAIMS AND APPEAL PROCEDURES.....	71

<b>FRAUD.....</b>	<b>78</b>
<b>OTHER FEDERAL PROVISIONS .....</b>	<b>79</b>
<b>HIPAA ADMINISTRATIVE SIMPLIFICATION MEDICAL PRIVACY AND SECURITY PROVISION .....</b>	<b>81</b>
<b>STATEMENT OF ERISA RIGHTS .....</b>	<b>85</b>
<b>PLAN AMENDMENT AND TERMINATION INFORMATION .....</b>	<b>87</b>
<b>GLOSSARY OF TERMS .....</b>	<b>88</b>

**ANCIRA ENTERPRISES INC**  
**GROUP HEALTH BENEFIT PLAN**  
**SUMMARY PLAN DESCRIPTION**

**INTRODUCTION**

This Group Health Plan is a combination of benefits from:

- The Medical Benefit Plan (health coverage)
- The Healthcare Reimbursement Account (HRA)

The purpose of this document is to provide You and Your covered Dependents, if any, with summary information on Your benefits along with information on Your rights and obligations under this Plan. As a valued Employee of ANCIRA ENTERPRISES INC, we are pleased to provide You with benefits that can help meet Your health care needs.

ANCIRA ENTERPRISES INC is named the Plan Administrator for this group health Plan. The Plan Administrator has retained the services of independent Third Party Administrators to process claims and handle other duties for this self-funded Plan. The Third Party Administrators do not assume liability for benefits payable under this Plan, as they are solely claims paying agents for the Plan Administrator.

The employer assumes the sole responsibility for funding the Plan benefits out of general assets; however, Employees help cover some of the costs of covered benefits through contributions, Deductibles, Co-pays and Participation amounts as described in the Schedule of Benefits. All claim payments and reimbursements are paid out of the general assets of the employer and there is no separate fund that is used to pay promised benefits. The Plan is intended to comply with and be governed by the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code as amended. This Medical Benefits Plan shall be interpreted to meet that objective.

Some of the terms used in this document begin with a capital letter, even though the term normally would not be capitalized. These terms have special meaning under the Plan and most will be listed in the Glossary of Terms. Other capitalized terms are defined within the provision the term is used. When reading this document, please refer to the Glossary of Terms. Becoming familiar with the terms defined in the Glossary will help You better understand the provisions of this group health Plan.

The requirements for being covered under this Plan, the provisions concerning termination of coverage, a description of the Plan benefits (including limitations and exclusions), cost sharing, the procedures to be followed in submitting claims for benefits and remedies available for appeal of claims denied are outlined in the following pages of this document. Please read this document carefully and contact Your Human Resources or Personnel office if You have questions.

If You haven't already received this, You will be getting an identification card that You should present to the provider when You receive services. This card also has phone numbers on the back of the card so You know who to call if You have questions or problems.

This document constitutes a Plan Document and Summary Plan Description as required by ERISA Section 102.

This document becomes effective June 1, 2008. The Plan year runs for the 12 consecutive month period following the effective date of the Plan.

## PLAN INFORMATION

<b>Plan Name</b>	ANCIRA ENTERPRISES INC Group Benefit Plan
<b>Name And Address Of Employer</b>	ANCIRA ENTERPRISES INC 6111 BANDERA RD SAN ANTONIO TX 78238
<b>Name, Address And Phone Number Of Plan Administrator</b>	ANCIRA ENTERPRISES INC 6111 BANDERA RD SAN ANTONIO TX 78238 210-558-5005
<b>Named Fiduciary</b>	ANCIRA ENTERPRISES INC
<b>Employer Identification Number Assigned By The IRS</b>	74-2299389
<b>Plan Number Assigned By The Plan</b>	501
<b>Type Of Benefit Plan Provided</b>	Self-Funded Health & Welfare Plan providing Group Health Benefits
<b>Type Of Administration</b>	The administration of the Plan is under the supervision of the Plan Administrator. The Plan is not financed by an insurance company and benefits are not guaranteed by a contract of insurance. UMR provides administrative services such as claim payments for medical claims.
<b>Name And Address Of Agent For Service Of Legal Process</b>	CAREY MALEK HRH OF SAN ANTONIO 300 W SANTERRA BLVD STE 200 SAN ANTONIO TX 78258  Services of legal process may also be made upon the Plan Administrator.
<b>Funding Of The Plan</b>	Employer and Employee Contributions  Benefits are provided by a benefit plan maintained on a self-insured basis by Your employer.
<b>Plan Year</b>	Benefits begin on June 1 and ends on the following May 31. For new Employees and Dependents, a Plan Year begins on the individual's Effective Date and runs through May 31 of the same Plan Year.
<b>Benefit Plan Year</b>	Begins on January 1 and ends on December 31
<b>End of Plan's Fiscal Year</b>	December 31

**ERISA And Other Federal Compliance**

It is intended that this Plan meet all applicable requirements of ERISA and other federal regulations. In the event of any conflict between this Plan and ERISA or other federal regulations, the provisions of ERISA and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.

**Discretionary Authority**

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion, shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents, including this SPD, and make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties, except that the Plan Administrator has delegated certain responsibilities to the Third Party Administrators for this Plan. Any interpretation, determination or other action of the Plan Administrator or the Third Party Administrators shall be subject to review only if a court of proper jurisdiction determines its action is arbitrary or capricious or otherwise a clear abuse of discretion. Any review of a final decision or action of the Plan Administrator or the Third Party Administrators shall be based only on such evidence presented to or considered by the Plan Administrator or the Third Party Administrators at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator or the Third Party Administrators make, in its sole discretion, and further, means that the Covered Person consents to the limited standard and scope of review afforded under law.



	<b>In-Network Tier One</b>	<b>Out-of-Network (OON) Tier Two</b>
<b>Annual Deductible Per Calendar Year:</b>	Health Care Account (The Bucket Plan) Contribution Applies Toward Deductible	Health Care Account Does Not Apply To OON
<ul style="list-style-type: none"> <li>Individual Coverage</li> <li>Individual Plus Spouse Coverage</li> <li>Individual Plus Children Coverage</li> <li>Individual Plus Family Coverage</li> </ul>	\$2,000 \$4,000 \$4,000 \$4,000	\$4,000 \$8,000 \$8,000 \$8,000
<b>Participation Rate, Unless Otherwise Stated Below:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After Satisfaction Of The Deductible</li> </ul>	80%	60%
<b>Annual Out-Of-Pocket Maximum:</b>		
<ul style="list-style-type: none"> <li>Individual Coverage</li> <li>Individual Plus Spouse Coverage</li> <li>Individual Plus Children Coverage</li> <li>Individual Plus Family Coverage</li> </ul>	\$2,000 \$4,000 \$4,000 \$4,000	\$4,000 \$8,000 \$8,000 \$8,000
<b>Ambulance Transportation:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After In-Network Deductible</li> </ul>	80%	80%
<b>Durable Medical Equipment:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Emergency Services / Treatment:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After In-Network Deductible</li> </ul>	80%	80%
<b>Urgent Care:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After In-Network Deductible</li> </ul>	80%	80%
<b>Extended Care Facility Benefits Such As Skilled Nursing, Convalescent Or Sub-Acute Facility:</b>		
<ul style="list-style-type: none"> <li>Maximum Benefit Per Calendar Year</li> <li>Paid By Plan After Deductible</li> </ul>	\$10,000 80%	60%
<b>Hearing Deficit Services:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Hearing Aids:</b>		
<ul style="list-style-type: none"> <li>Maximum Benefit Every 36 Months</li> <li>Paid By Plan After Deductible</li> </ul>	\$1,000 80%	60%
<b>Implantable Hearing Devices:</b>		
<ul style="list-style-type: none"> <li>Maximum Benefit Per Lifetime</li> <li>Paid By Plan After Deductible</li> </ul>	\$10,000 80%	60%
<b>Home Health Care Benefits:</b>		
<ul style="list-style-type: none"> <li>Maximum Benefit Per Calendar Year</li> <li>Paid By Plan After Deductible</li> </ul>	\$10,000 80%	60%
<b>Note: A Home Health Care Visit Will Be Considered A Periodic Visit By Either A Nurse Or Therapist, As The Case May Be, Or Up To Four (4) Hours Of Home Health Care Services.</b>		
<b>Hospice Care Benefits:</b>		
<b>Hospice Services:</b>		
<ul style="list-style-type: none"> <li>Maximum Benefit Per Lifetime</li> <li>Paid By Plan After Deductible</li> </ul>	\$20,000 80%	60%
<b>Respite Care:</b>		
<ul style="list-style-type: none"> <li>Paid By Plan After Deductible</li> </ul>	80%	60%

	In-Network Tier One	Out-of-Network (OON) Tier Two
<b>Hospital Services - Except For Mental Health And Substance Abuse And Chemical Dependency:</b>  <b>Pre-Admission Testing:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Inpatient Services / Inpatient Physician Charges Room And Board Subject To The Payment Of Semi-Private Room Rate Or Negotiated Room Rate:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Outpatient Services / Outpatient Physician Charges:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Outpatient Lab And X-ray Charges:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Outpatient Surgery / Surgeon Charges:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Physician Office Visit - Except For Mental Health, Substance Abuse And Chemical Dependency:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Physician Office Services:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%
<b>Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include:</b> From Age 6 <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> </ul>	Not Applicable	\$500
<b>Preventive / Routine Physical Exams:</b> Included In Maximum <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<b>Immunizations Including Flumist Vaccine:</b> Included In Maximum <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<b>Preventive / Routine Diagnostic Tests, Lab And X-rays:</b> Included In Maximum <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<b>Preventive / Routine Mammograms And Breast Exams:</b> Included In Maximum From Age 40 <ul style="list-style-type: none"> <li>• Maximum Exams Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
		1 Exam

	<b>In-Network Tier One</b>	<b>Out-of-Network (OON) Tier Two</b>
<p><b>Preventive / Routine Pelvic Exams And Pap Test:</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Maximum Exams Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	1 Exam 100% (Deductible Waived)	60%
<p><b>Preventive / Routine Fecal Blood Culture:</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Maximum Exams Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	1 Exam 100% (Deductible Waived)	60%
<p><b>Preventive / Routine PSA Test and Prostate Exams:</b> Included In Maximum From Age 40</p> <ul style="list-style-type: none"> <li>• Maximum Exams Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	1 Exam 100% (Deductible Waived)	60%
<p><b>Preventive / Routine Colonoscopy, Sigmoidoscopy And Similar Routine Surgical Procedures Done For Preventive Reasons:</b> Included In Maximum From Age 50</p> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<p><b>Preventive / Routine Hearing Exams:</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Maximum Exams Every 2 Years</li> <li>• Paid By Plan After Deductible</li> </ul>	1 Exam 100% (Deductible Waived)	60%
<p><b>Preventive / Routine Eye Exam And Glaucoma Testing (Discounts Are Offered At Pearl Vision And Eyemasters At Ancira.com):</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<p><b>Preventive / Routine Care Benefits For Children Include:</b> To Age 6</p> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> </ul>	Not Applicable	\$500
<p><b>Preventive / Routine Physical Exams:</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<p><b>Immunizations Including Flumist Vaccine:</b></p> <ul style="list-style-type: none"> <li>• Paid By Plan</li> </ul>	100% (Deductible Waived)	100% (Deductible Waived)
<p><b>Preventive / Routine Diagnostic Tests, Lab And X-rays:</b> Included In Maximum</p> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%

	<b>In-Network (Tier One)</b>	<b>Out-of-Network (OON) Tier Two</b>
<b>Preventive / Routine Hearing Exam:</b> Included In Maximum <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<b>Preventive / Routine Eye Exam And Glaucoma Testing (Discounts Are Offered At Pearl Vision And Eyemasters At Ancira.com):</b> Included In Maximum <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	100% (Deductible Waived)	60%
<b>Private Duty Nursing (When Meets Clinical Eligibility For Coverage):</b> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	\$10,000 80%	60%
<b>Sleep Studies:</b> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	\$2,500 80%	60%
<b>Temporomandibular Joint Disorder Benefits:</b> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> <li>• Maximum Benefit Per Lifetime</li> <li>• Paid By Plan After Deductible</li> </ul>	\$1,000 \$5,000 80%	60%
<b>Therapy Services:</b> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Calendar Year</li> <li>• Paid By Plan After Deductible</li> </ul>	\$2,500 80%	60%
<b>Wigs, Toupees Or Hairpieces Related To Cancer Treatment For Alopecia Areata:</b> <ul style="list-style-type: none"> <li>• Maximum Benefit Per Lifetime</li> <li>• Paid By Plan</li> </ul>	\$500 100% (Deductible Waived)	100% (Deductible Waived)
<b>All Other Covered Expenses:</b> <ul style="list-style-type: none"> <li>• Paid By Plan After Deductible</li> </ul>	80%	60%

**TRANSPLANT SCHEDULE OF BENEFITS**

**Benefit Plan(s) UMR 002 and UMR 003**

<b>Transplant Services At A Designated Transplant Facility:</b> <ul style="list-style-type: none"><li>• Paid By Plan After Deductible</li></ul>	80%
<b>Travel And Housing:</b> <ul style="list-style-type: none"><li>• Maximum Benefit Per Transplant</li><li>• Paid By Plan After Deductible</li></ul>	\$10,000 80%
Travel And Housing At Designated Transplant Facility For Up To One Year From Date Of Transplant.	

# **HEALTH CARE ACCOUNT (THE BUCKET PLAN)**

**Applies to Benefit Plan(s) 002 and 003**

## HEALTH CARE ACCOUNT (THE BUCKET PLAN) HIGHLIGHTS

The Health Care Account (The Bucket Plan) (also referred to as an HCA) is an arrangement that is paid for solely by the Plan Sponsor, ANCIRA ENTERPRISES INC. As explained within this Summary Plan Description (SPD), this account will reimburse only Qualified Medical Care Expenses eligible for coverage under Your Medical Benefit Plan. Please refer to the Medical Benefit Plan's Schedule of Benefits and read further for limitations on Your Health Care Account (The Bucket Plan).

Your HCA will be financed with an employer contribution as shown on the Schedule of Benefits for the 12-month benefit Plan Year. You may accumulate funds in this account for Qualified Medical Care Expenses from year to year. Unused portions of Your Health Care Account (The Bucket Plan), or Your HCA balance, may be carried forward into subsequent Plan Years as detailed in this SPD.

Your Medical Benefit Plan and Your HCA are considered a single benefit plan. By enrolling in the Medical Benefit Plan, You will be automatically enrolled in both the Medical Benefit Plan and the HCA. Benefits under a HCA are contingent on Your enrollment in the Medical Benefit Plan. You are not eligible to participate in the HCA without participating in the Medical Benefit Plan.

If at any time You elect another health care benefit option without a HCA, any balance remaining in Your HCA will not be available for claims incurred on or after the effective date of Your new coverage. After all claims incurred prior to such date have been processed, the balance of Your HCA will be reduced to \$0. In the event that You re-enroll in the Health Care Account (The Bucket Plan), Your prior balance will not be reinstated.

Benefits under Your HCA may be modified, reduced or terminated at any time at the sole discretion of the Plan Sponsor. Benefits will be paid from the Plan Sponsor's general assets.

## **PARTICIPATING IN THE HEALTH CARE ACCOUNT (THE BUCKET PLAN)**

### **ELIGIBILITY REQUIREMENTS**

You are automatically eligible to participate in the Health Care Account (The Bucket Plan) if:

- You meet the eligibility requirements of Your Medical Benefit Plan; and
- You elect coverage.

Your Dependents are eligible to participate in Your HCA if:

- Your Dependent meets the eligibility requirements of Your Medical Benefit Plan; and
- You elect the appropriate coverage level for You and Your Dependents.

Refer to Your Medical Benefit Plan provisions for additional information on eligibility requirements and coverage levels.

### **EFFECTIVE DATE OF COVERAGE**

The effective date of coverage under the Health Care Account (The Bucket Plan) for You and Your Dependents coincides with the effective date of coverage under the Medical Benefit Plan. Please refer to Your Medical Benefit Plan's effective date provisions.

### **SPECIAL ENROLLMENT**

You and Your Dependents have special enrollment rights under the Health Insurance Portability and Accountability Act. From the date coverage is lost or a new Dependent is acquired, You have 30 days to enroll or change Your coverage level, as applicable.

The Special Enrollment Provision of Your Medical Benefit Plan explains how these rights apply for Your HCA. Please refer to Your Medical Benefit Plan's Special Enrollment Provision for additional information.

### **ENROLLMENT AFTER THE PLAN YEAR BEGINS**

If You enroll in the Medical Benefit Plan after the beginning of the Plan Year, the Plan Sponsor will pro-rate its contribution to Your Health Care Account (The Bucket Plan), based on the remaining coverage period in the Plan Year and the appropriate coverage level, depending on whether single or family coverage is elected.

### **ANNUAL OPEN ENROLLMENT**

Your participation in the Medical Benefit Plan may continue each year. You will also be provided the opportunity to change Your election during annual open enrollment. At this time, You can elect coverage if You previously declined it, drop Your coverage, or change Your coverage level. All changes made during annual open enrollment will be effective as of the first day of the following Plan Year.

### **QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

Coverage will be provided in accordance with a Qualified Medical Child Support Order (QMCSO) under Your Health Care Account (The Bucket Plan), as described in Your Medical Benefit Plan. Please refer to Your Medical Benefit Plan for additional information.

## **TERMINATION AND REINSTATEMENT OF COVERAGE**

Coverage under Your Health Care Account (The Bucket Plan) will terminate when Your Medical Benefit Plan coverage terminates. Likewise, reinstatement of coverage will follow that of Your Medical Benefit Plan. Please refer to Your Medical Benefit Plan for additional information.

### **CREDITABLE COVERAGE**

You and Your Dependents will receive a Certificate of Creditable Coverage from the Plan when there is a loss of coverage under this Health Care Account (The Bucket Plan), when the person loses COBRA coverage, (see below) or if the person gives the Plan a written request within 24 months after coverage ends. Please refer to Your Medical Benefit Plan for additional information about Certificates of Creditable Coverage under the Health Insurance Portability and Accountability Act (HIPAA).

You are encouraged to keep these Certificates in a safe place in case You obtain coverage under another health plan that has a pre-existing condition exclusion provision.

### **CONTINUATION OF COVERAGE**

Coverage for You and Your Dependents may be continued under Your Health Care Account (The Bucket Plan). Federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, gives certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate.

As required by COBRA, You and Your Spouse and Dependents (known as Qualified Beneficiaries), have special rights in the event that coverage terminates under the HCA because of a COBRA Qualifying Event. Each Qualified Beneficiary shall be given the individual right to elect continuation coverage under the HCA for the periods prescribed by COBRA (provided that You and Your Dependents pay the applicable premium).

The applicable premium shall be calculated based on determinations of the cost to the Plan to provide coverage, plus a 2 percent administrative fee.

Please refer to Your Medical Benefit Plan for additional information on Your COBRA rights.

## YOUR HEALTH CARE ACCOUNT (THE BUCKET PLAN)

Effective: 01-01-2010

### ACCOUNT MANAGEMENT

The employer contribution available in Your Health Care Account (The Bucket Plan) is available on the first day of the Plan Year. Benefits for Qualified Medical Care Expenses incurred after enrollment in the Medical Benefit Plan are eligible for reimbursement. Benefits are not payable for any amount that exceeds Your current HCA balance. Your HCA balance may be found on the UMR ([www.UMR.com](http://www.UMR.com)) or on Your most current Explanation of Benefits (EOB). You may submit claims for benefits for expenses incurred during any Plan Year that You participate in the HCA. The HCA pays claims based on the account balance at the time the Qualified Medical Care Expense is incurred. Once a claim is processed, You may not resubmit any portion of the claim that was not paid due to insufficient funds in Your HCA.

Reimbursements for Qualified Medical Care Expenses provided to You and Your Dependents are generally excludable from gross income. Your HCA is financed solely by Your employer. It does not earn any interest and You will not receive cash or any other taxable or non-taxable benefit under Your HCA. Contributions toward Your Medical Benefit Plan are not used to finance any part of Your HCA.

### Your HCA Balance

Balances that remain in Your Health Care Account (The Bucket Plan) at the end of the Plan Year will be carried forward into subsequent Plan Years subject to the limitations set forth in this Summary Plan Description. Your employer may change the annual contribution available and/or the amount that may be carried forward each year in its own discretion.

The amount of funds You may carry forward in Your HCA is limited. It is limited to the HCA aggregate maximum amount as shown on the Schedule of Benefits. Employer contributions to Your HCA will, in any one Plan Year, be calculated accordingly. Adjustments to the employer contribution will be made so as not to exceed the HCA aggregate maximum contained in the Schedule of Benefits.

### DEDUCTIBLES AND OUT-OF-POCKET EXPENSES

#### Definitions

- **HCA Contribution Amount** means the amount of money contributed to Your Health Care Account by Your employer. This amount is indicated on the Health Care Account (The Bucket Plan) Schedule of Benefits.
- **Annual Deductible** means the amount that You must satisfy before the Medical Benefit Plan will begin to reimburse Qualified Medical Care Expenses.

#### When Your Medical Benefit Plan will Pay Benefits

As described above, Your Medical Benefit Plan has an Annual Deductible that must be satisfied before it begins to pay benefits. The Annual Deductible is shown on the Schedule of Benefits. Your Health Care Account (The Bucket Plan) may be used to satisfy part, or all, depending on Your HCA balance, of the Annual Deductible. You must satisfy the remainder of the Annual Deductible, if any after Your HCA has been depleted, before Your Medical Benefit Plan will pay benefits.

Your Medical Benefit Plan will pay benefits when the Annual Deductible is met in whole.

Once Your Annual Deductible has been met, Your Medical Benefit Plan will pay a percentage of claims, subject to any applicable participation amounts or co-payment and the terms and conditions of Medical Benefit Plan. Refer to Your Medical Benefit Plan for detail.

**Satisfying the Annual Deductible**

You may satisfy the Annual Deductible with a combination of Your Health Care Account (The Bucket Plan) and other money You set aside for healthcare.

Once the Annual Deductible has been met for the Plan Year, You pay only applicable participation amounts and co-payments until You reach the Medical Benefit Plan's out-of-pocket limit. Refer to Your Medical Benefit Plan for details on co-payments and other limitations.

## **HEALTH CARE ACCOUNT (THE BUCKET PLAN) BENEFITS**

### **BENEFITS FOR MEDICAL EXPENSES**

#### **Medical Benefits Covered by Your Medical Benefit Plan**

Your Health Care Account (The Bucket Plan) will reimburse the same Qualified Medical Care Expenses covered by Your Medical Benefit Plan, with certain limitations outlined in the Health Care Account (The Bucket Plan) provisions. Please refer to Your Medical Benefit Plan's Schedule of Benefits, Covered Medical Benefits, and General Exclusions for details on Qualified Medical Care Expenses reimbursable by Your HCA. All terms and conditions of coverage apply, including Utilization Management and other Medical Management Services as set forth in Your Medical Benefit Plan.

### **LIMITATIONS ON BENEFITS**

#### **Medical Benefit Plan Coverage**

All terms and conditions of Medical Benefit Plan Coverage apply. Medical care expenses not eligible under Your Medical Benefit Plan are also not payable by Your Health Care Account (The Bucket Plan). Your HCA may be used to pay for the Annual Deductible or Co-pays (i.e., co-insurance) of the Covered Expense as listed on the Medical Benefit Plan's Schedule of Benefits.

#### **Preventive Care and Prescription Drugs**

The Annual Deductible of Your Medical Benefit Plan does not apply to certain preventive care and prescription benefits. Payment for these certain benefits will begin prior to the Annual Deductible being satisfied under Your Medical Benefits Plan.

Your HCA specifically excludes expenses for preventive care otherwise covered by Your Medical Benefit Plan. Please refer to Your Medical Benefit Plan for detail on Your preventive care benefits.

Your HCA also specifically excludes all expenses related to prescriptions or medications and supplies covered by Your Medical Benefit Plan, including Co-pays or co-insurance amounts. Please refer to Your Medical Benefit Plan for details on Your prescription benefits.

### **PROOF OF LOSS**

Complete claims must be submitted to the Third Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. A complete claim means that the Plan has all information that is necessary to process the claim. Claims received after the proof of loss period will be denied.

### **COORDINATION OF BENEFITS**

For purposes of coordinating benefits, the Medical Benefit Plan and the Health Care Account (The Bucket Plan) are considered one plan. Coordination of Benefits and order of determination shall be followed according to Your Medical Benefit Plan.

Refer to Your Medical Benefit Plan's Coordination of Benefits for detail.

### **ORDERING RULE FOR COORDINATION WITH A HEALTH FLEXIBLE SPENDING ACCOUNT**

If a medical expense is eligible under Your HCA, the expense must be submitted to Your HCA first, prior to submitting it to Your health flexible spending account (if applicable). If for any reason Your HCA does not or cannot reimburse the expense, then the expense may be submitted for reimbursement under Your flexible spending account.

**SUBROGATION AND REIMBURSEMENT**

Rights of subrogation and reimbursement shall apply the same as for Your Medical Benefit Plan.

**LIFETIME MAXIMUMS**

The reimbursements You receive from Your Health Care Account (The Bucket Plan) will be counted toward Your annual lifetime Maximum Benefit payable under the Medical Benefit Plan offered by the Plan Sponsor.

Your Medical Benefit Plan and Your HCA have a combined lifetime maximum as shown on the Schedule of Benefits.

## GLOSSARY OF TERMS

**Annual Deductible** – see Your Health Care Account (The Bucket Plan) section of this SPD.

**Employee** is defined in the Medical Benefit Plan under Eligibility and Enrollment.

**Health Care Account (The Bucket Plan)** is an arrangement that:

- Is paid 100% by the employer and not provided pursuant to salary reduction election or otherwise under a § 125 cafeteria plan;
- Reimburses the Employee for medical care expenses (as defined by § 213(d) of the Internal Revenue Code) incurred by the Employee, the Employee's Spouse and Dependents (as defined in § 105); and
- Provides reimbursements up to a maximum dollar amount for a coverage period and any unused portion of the maximum dollar amount at the end of a coverage period is carried forward to increase the maximum reimbursement amount in subsequent coverage periods.

**Health Care Account (The Bucket Plan) Maximum** means the total amount You will be allowed to accumulate in Your Health Care Account (The Bucket Plan).

**Medical Benefit Plan** means a plan maintained by the Plan Sponsor which is intended to cover You and Your Dependents, if any, with respect to any charges incurred related to any Illness, Injury or other medical condition subject to the conditions and restrictions of the Plan and in accordance with the Schedule of Benefits.

**Qualified Medical Care Expense** for your Health Care Account (The Bucket Plan) means Covered Expenses as defined by Your Medical Benefit Plan.

**ANY TOPICS NOT SPECIFICALLY INCLUDED IN THIS HEALTH CARE ACCOUNT (THE BUCKET PLAN) SECTION SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF YOUR MEDICAL BENEFIT PLAN WHICH FOLLOWS.**

## **OUT-OF-POCKET EXPENSES AND MAXIMUMS**

### **CO-PAYS**

A Co-pay is the amount that the Covered Person must pay to the provider each time certain services are received. Co-pays do not apply toward satisfaction of Deductibles or out-of-pocket maximums. The Co-pay and out-of-pocket maximum are shown on the Schedule of Benefits.

### **DEDUCTIBLES**

Deductible refers to an amount of money paid once a Plan Year by the Covered Person before any Covered Expenses are paid by this Plan. A Deductible applies to each Covered Person up to a family Deductible limit. When a new Plan Year begins, a new Deductible must be satisfied.

Deductible amounts are shown on the Schedule of Benefits.

Pharmacy expenses do not count toward meeting the Deductible of this Plan. The Deductible amounts that the Covered Person incurs for Covered Expenses will be used to satisfy the Deductible(s) shown on the Schedule of Benefits.

If You have family coverage, any combination of covered family members can help meet the maximum family Deductible, up to each person's individual Deductible amount.

### **PLAN PARTICIPATION**

Plan Participation means that, after the Covered Person satisfies the Deductible, the Covered Person and the Plan each pay a percentage of the Covered Expenses, as shown on the Schedule of Benefits, until the Covered Person's (or family's, if applicable) annual out-of-pocket maximum is reached. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan's maximum fee schedule, Negotiated Rate, or Usual and Customary amounts as applicable. Once the annual out-of-pocket maximum has been satisfied, the Plan will pay 100% of the Covered Expense for the remainder of the Plan Year.

Any payment for an expense that is not covered under this Plan will be the Covered Person's responsibility.

### **ANNUAL OUT-OF-POCKET MAXIMUMS**

The annual out-of-pocket maximum is shown on the Schedule of Benefits. Amounts the Covered Person incurs for Covered Expenses and any Plan Participation expense, will be used to satisfy the Covered Person's (or family's, if applicable) annual out-of-pocket maximum(s). Pharmacy expenses that the Covered Person incurs do not apply toward the out-of-pocket maximum of this Plan.

The following will not be used to meet the out-of-pocket maximums:

- Co-pays.
- Penalties, legal fees and interest charged by a provider.
- Expenses for excluded services.
- Any charges above the limits specified elsewhere in this document.
- Co-pays and Participation amounts for Prescription products.
- Individual and family Deductibles.

- Expenses Incurred as a result of failure to comply with notification requirements for Hospital confinement.
- Any amounts over the Usual and Customary amount, Negotiated Rate or established fee schedule that this Plan pays.

#### **INDIVIDUAL LIFETIME MAXIMUM BENEFIT**

All benefit options under the Plan are integrated and Covered Expenses Incurred under one benefit option will be applied against all benefit options. Covered Persons will not receive a new Lifetime Maximum Benefit if they change benefit options.

All Covered Expenses excluding pharmacy expenses will count toward the Covered Person's individual medical lifetime Maximum Benefit that is shown on the Schedule of Benefits.

The Schedule of Benefits contains separate Maximum Benefit limitations for specified conditions. All separate Maximum Benefits are part of, and not in addition to, the Maximum Benefit.

For Covered Persons who were terminated from the Plan and are later reinstated after a lapse in coverage (for example, a Covered Person ends employment and later is re-hired and re-enrolls in this Plan), the Lifetime Maximum Benefits will not start over. The Lifetime Maximum Benefits will continue to accumulate from the level satisfied at the time of Covered Person's termination.

#### **NO FORGIVENESS OF OUT-OF-POCKET EXPENSES**

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles, Co-pays or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any "fee forgiveness", "not out-of-pocket" or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

## ELIGIBILITY AND ENROLLMENT

**Effective: 09-01-2008**

### ELIGIBILITY AND ENROLLMENT PROCEDURES

You are responsible for enrolling in the manner and form prescribed by Your employer. The Plan's eligibility and enrollment procedures include administrative safeguards and processes designed to ensure and verify that eligibility and enrollment determinations are made in accordance with the Plan. The Plan may request documentation from You or Your dependents in order to make these determinations. The coverage choices that will be offered to You will be the same choices offered to other similarly situated Employees.

### WAITING PERIOD

If eligible, You must complete a Waiting Period before coverage becomes effective for You and Your Dependents. A Waiting Period is a period of time that must pass before an Employee or Dependent becomes eligible for coverage under the terms of this Plan.

The Waiting Period for an eligible person is:

Current Employees as of June 1, 2008 is 0 calendar days  
New Employees: 180 calendar days

The start of Your Waiting Period is the first full day of employment for the job that made You eligible for coverage under this Plan.

A Waiting Period will not count against You or Your Dependents for purposes of counting Creditable Coverage. It is not considered a break in coverage.

### ELIGIBILITY REQUIREMENTS

Eligibility for is dependent upon satisfying the participation requirements:

- Two years consecutive full time, active employment;
- Qualified participants who satisfy the eligibility conditions will be allowed to transfer into Plans 002-003 and 004 each June 1 (policy year start) following conclusion of the required Waiting Period.

An **eligible Employee** is a person who is classified by the employer on both payroll and personnel records as an Employee who regularly works full time 40 or more hours per week, but for purposes of this Plan, it does not include the following classifications of workers as determined by the employer in its sole discretion:

- Temporary or leased employees.
- An Independent Contractor who signs an agreement with the employer as an Independent Contractor or other Independent Contractors as defined in this document.
- A consultant who is paid on other than a regular wage or salary by the employer.
- A member of the employer's Board of Directors, an owner, partner, or officer, unless engaged in the conduct of the business on a full-time regular basis.

For purposes of this Plan, eligibility requirements are used only to determine a person's initial eligibility for coverage under this Plan. An Employee may retain eligibility for coverage under this Plan if the Employee is temporarily absent on an approved leave of absence, with the expectation of returning to work following the approved leave as determined by the employer's leave policy, provided that contributions continue to be paid on a timely basis. The employer's classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person's status, for any reason, by a third-party, whether by a court, governmental agency or otherwise, without regard to whether or not the employer agrees to such reclassification, shall change a person's eligibility for benefits.

Note: Eligible Employees and Dependents who decline to enroll in this Plan must state so in writing. In order to preserve potential Special Enrollment rights, eligible individuals declining coverage must state in writing that enrollment is declined due to coverage under another group health plan or health insurance policy. Proof of such plan or policy may be required upon application for Special Enrollment. See the Special Enrollment section.

An **eligible Dependent** includes:

- Your legal spouse who is a husband or wife of the opposite sex in accordance with the federal Defense of Marriage Act provided he or she is not covered as an Employee under this Plan. An eligible Dependent does not include an individual from whom You have obtained a legal separation or divorce or who no longer meets the definition of a Common-Law Marriage spouse. Documentation on a Covered Person's marital status may be required by the Plan Administrator.
- A Dependent Child until the Child reaches his or her 19th birthday. The term "**Child**" includes the following Dependents who meet the eligibility criteria listed below:
  - A natural biological Child;
  - A step Child;
  - A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 18 as of the date of such placement;
  - A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO);
  - A grandchild , if You have obtained legal custody and they dependent on You for support);
  - A foster Child, if You have obtained legal custody and they dependent on You for support).
- A Dependent does not include the following:
  - A Child who is under the age of 19, working full-time and eligible for benefits under their employer;
  - A Child of a Domestic partner or under Your Domestic Partner's Legal Guardianship;
  - Domestic Partners.

**NON-DUPLICATION OF COVERAGE:** Any person who is covered as an eligible Employee shall not also be considered an eligible Dependent under this Plan.

**Eligibility Criteria:** To be an eligible Dependent Child, the following conditions must all be met:

- A Dependent Child must reside with the Employee. The residency requirement does not apply to Children who are Full-Time Students living away from home to attend school, to Children who reside in an institution, or to Children who are enrolled in accordance with a Qualified Medical Child Support Order because of the Employee's divorce or separation decree.
- A Dependent Child must be dependent upon the Employee for more than 50 percent support and maintenance. The financial requirement does not apply to Children who are enrolled in accordance with a Qualified Medical Child Support Order because of the Employee's divorce or separation decree.
- The Dependent Child must qualify to be claimed as a tax exemption on the Employee's or spouse's federal income tax return. This requirement does not apply to Children who are enrolled in accordance with a QMCSO.
- A Dependent Child must be unmarried.
- A Dependent Child will not be covered if the Child is covered as a Dependent of another Employee at this company.
- A Dependent Child cannot work full-time and be eligible for benefits under their employer.

## EXTENDED COVERAGE FOR DEPENDENT CHILDREN

Coverage under this Plan may be extended for a Dependent Child if the following conditions are met:

- A covered Dependent Child who is attending high school, a licensed trade school, or an Accredited Institution of Higher Education as a Full-Time Student will continue to be eligible until the date in which the child turns age 23 or until the Dependent Child no longer attends school as a Full-Time Student, whichever is earlier. Extended coverage for Dependent Children who have not reached age 23 will terminate on the date that the Dependent Child is no longer attending or enrolled as a Full-Time Student. The Plan may require proof of the Dependent Child's Full-Time Student enrollment on an as needed basis. A Full-Time Student who finishes the spring term shall be deemed a Full-Time Student throughout the summer if the Student has enrolled as a Full-Time Student for the following fall term, regardless of whether or not such Student enrolls for the summer term.

A Dependent Child may enroll in the Plan at the beginning of the semester, with proof of full-time status from the school, if the Dependent Child qualifies due to initial or re-enrollment as a Full-Time Student. For the purposes of the Plan, the beginning of the semester is deemed to be September 1 for the fall semester and January 1 for the spring semester; or

- If You have a Dependent Child covered under this Plan who is under the age of 19 and Totally Disabled, either mentally or physically, that Child's health coverage may continue beyond the day the Child would cease to be a Dependent under the terms of this Plan. You must submit written proof that the Child is Totally Disabled within 30 calendar days after the day coverage for the Dependent would normally end. The Plan may, for two years, ask for additional proof at any time, after which the Plan can ask for proof not more than once a year. Coverage can continue until the Dependent turns age 23 subject to the following minimum requirements:
  - The Dependent must not be able to hold a self-sustaining job due to the disability; and
  - Proof must be submitted as required; and
  - The Employee must still be covered under this Plan.

A Totally Disabled Dependent Child older than 19 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

**IMPORTANT:** It is Your responsibility to notify the Plan Sponsor within 60 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to attend school as a Full-Time Student for reasons other than Illness or Injury, or the Dependent does not meet the qualifications of Totally Disabled, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Section in this document.

Employees have the right to choose which eligible Dependents are covered under the Plan.

## EFFECTIVE DATE OF EMPLOYEE'S COVERAGE

Your coverage will begin on the later of:

- If You apply within Your Waiting Period, Your coverage will become effective the first day of the month following the date You complete Your Waiting Period. If Your Waiting Period ends on the first day of the month, Your coverage will not begin until the first day of the following month; or
- If You apply after the completion of Your Waiting Period, You will be considered a Late Enrollee. Coverage for a Late Enrollee will become effective the date You apply for coverage, if within 31 days of the event. (Persons who apply under the Special Enrollment Provision are not considered Late Enrollees).

- If You are eligible to enroll under the Special Enrollment Provision, Your coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 31 days of the event.

## **EFFECTIVE DATE OF COVERAGE FOR YOUR DEPENDENTS**

Your Dependent's coverage will be effective on the later of:

- The date Your coverage with the Plan begins if You enroll the Dependent at that time; or
- The date You acquire Your Dependent if application is made within 31 days of acquiring the Dependent; or
- The date an enrollment application is properly made if the Dependent is a Late Enrollee. June 1 following application during the annual open enrollment period. The Dependent will be considered a Late Enrollee if You request coverage for Your Dependent more than 31 days of Your hire date, or more than 31 days following the date You acquire the Dependent; or
- If Your Dependent is eligible to enroll under the Special Enrollment Provision, the Dependent's coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 31 days following the event; or
- The date specified in a Qualified Medical Child Support Order.

A contribution will be charged from the first day of coverage for the Dependent, if additional contribution is required. In no event will Your Dependent be covered prior to the day Your coverage begins.

## **ANNUAL OPEN ENROLLMENT PROVISION**

During the annual open enrollment period, eligible Employees will be able to enroll themselves and their eligible Dependents for coverage under this Plan. Eligible Employees and their Dependents who enroll during the annual open enrollment period will be considered Late Enrollees. Covered Employees will be able to make a change in coverage for themselves and their eligible Dependents.

Coverage Waiting Periods and Pre-Existing Condition Limits are waived during the annual open enrollment period for covered Employees and covered Dependents changing from one Plan to another Plan or changing coverage levels within the Plan.

The annual open enrollment does not apply to Retirees or their Dependents.

If You and/or Your Dependent become covered under this Plan as a result of electing coverage during the annual open enrollment period, the following shall apply:

- The annual open enrollment period shall typically be in the month of April. The employer will give eligible Employees written notice prior to the start of an annual open enrollment period; and
- This Plan does not apply to charges for services performed or treatment received prior to the Effective Date of the Covered Person's coverage; and
- The Effective Date of coverage shall be June 1 following the annual open enrollment period.

## **SPECIAL ENROLLMENT PROVISION**

Under the Health Insurance Portability and Accountability Act

This Plan gives eligible persons special enrollment rights under this Plan if there is a loss of other health coverage or a change in family status as explained below. The coverage choices that will be offered to You will be the same choices offered to other similarly situated Employees.

### **LOSS OF HEALTH COVERAGE**

Current Employees and their Dependents may have a special opportunity to enroll for coverage under this Plan if there is a loss of other health coverage.

If the following conditions are met:

- You and/or Your Dependents were covered under a group health plan or health insurance policy at the time coverage under this Plan is offered; and
- You and/or Your Dependent stated in writing that the reason for declining coverage was due to coverage under another group health plan or health insurance policy; and
- The coverage under the other group health plan or health insurance policy was:
  - COBRA continuation coverage and that coverage was exhausted; or
  - Terminated because the person was no longer eligible for coverage under the terms of that plan or policy; or
  - Terminated and no substitute coverage is offered; or
  - Exhausted due to an individual meeting or exceeding a lifetime limit on all benefits; or
  - No longer receiving any monetary contribution toward the premium from the employer.

You or Your Dependent must request and apply for coverage under this Plan no later than 31 calendar days after the date the other coverage ended, or in situations where an eligible person meets or exceeds a lifetime limit on all benefits, no later than 31 calendar days after a claim is denied for that reason.

You or Your Dependents may not enroll for health coverage under this Plan due to loss of health coverage under the following conditions:

- Coverage was terminated due to failure to pay timely premiums or for cause such as making a fraudulent claim or an intentional misrepresentation of material fact, or
- You or Your Dependent voluntarily canceled the other coverage, unless the current or former employer no longer contributed any money toward the premium for that coverage.

### **CHANGE IN FAMILY STATUS**

Current Employees and their Dependents, COBRA Qualified Beneficiaries and other eligible persons have a special opportunity to enroll for coverage under this Plan if there is a change in family status.

If a person becomes Your eligible Dependent through marriage, birth, adoption or Placement for Adoption, the Employee, spouse and newly acquired Dependent(s) who are not already enrolled, may enroll for health coverage under this Plan during a special enrollment period. You must request and apply for coverage within 31 calendar days of marriage, birth, adoption or Placement for Adoption.

## **EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION**

If an eligible person properly applies for coverage during this special enrollment period, the coverage will become effective:

- In the case of marriage, on the date of the marriage, if You apply within 31 days of event (Note: Eligible individuals must submit their enrollment forms prior to the Effective Date of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins); or
- In the case of a Dependent's birth, if You apply within 31 days of event, on the date of such birth; or
- In the case of a Dependent's adoption, if You apply within 31 days of event, the date of such adoption or Placement for Adoption; or
- In the case of loss of coverage, on the date following loss of coverage.

## **RELATION TO SECTION 125 CAFETERIA PLAN**

This Plan may also allow additional changes to enrollment due to change in status events under the employer's Section 125 Cafeteria Plan. Refer to the employer's Section 125 Cafeteria Plan for more information.

## TERMINATION

For information about continuing coverage, refer to the COBRA section of this SPD.

### EMPLOYEE'S COVERAGE

Your coverage under this Plan will end on the earliest of:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution towards the cost of coverage when due; or
- The date this Plan is canceled; or
- The date coverage for Your benefit class is canceled; or
- The day of the month in which You tell the Plan to cancel Your coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment or at annual open enrollment periods; or
- The day of the month in which You are no longer a member of a covered class, as determined by the employer except as follows:
  - If You are temporarily absent from work due to an approved leave of absence for medical or other reasons, Your coverage under this Plan will continue during that leave for up to six months, provided that the applicable Employee contribution is paid when due.
  - If You are temporarily absent from work due to active military duty, refer to USERRA under the USERRA section; or
- The day of the month in which Your employment ends; or
- The date in which You reach Your individual Lifetime Maximum Benefit under this Plan; or
- The date You submit a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

### YOUR DEPENDENT'S COVERAGE

Coverage for Your Dependent will end on the earliest of the following:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution toward the cost of Your Dependent's coverage when due; or
- The day of the month in which Your coverage ends except in the event that the Employee dies, coverage for the Dependent can continue for 30 days following the death of the Employee, provided that the Dependent pays the applicable contribution when due; or
- The day of the month in which Your Dependent is no longer Your legal spouse or does not meet the definition of Common Law Marriage spouse due to legal separation or divorce, as determined by the law of the state where the Employee resides; or
- The day of the month in which Your Dependent Child attains the limiting age listed under the Eligibility section unless the Child qualifies for Extended Dependent Coverage; or
- If Your Dependent Child qualifies for Extended Dependent Coverage as a Full-Time Student, the day of the month in which Your Dependent Child no longer qualifies as a Full-Time Student or the day of the month Your Dependent Child turns 23, whichever is earlier; or

- If Your Dependent Child qualifies for Extended Dependent Coverage as Totally Disabled, the day of the month in which Your Dependent Child is no longer deemed Totally Disabled under the terms of the Plan or until the Dependent turns age 23, whichever is earlier; or
- The date Dependent coverage is no longer offered under this Plan; or
- The day of the month in which You tell the Plan to cancel Your Dependent's coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment or at annual open enrollment periods; or
- The date in which the Dependent reaches the individual Lifetime Maximum Benefit under this Plan; or
- The day of the month in which the Dependent becomes covered as an Employee under this Plan; or
- The date You or Your Dependent submits a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

### **REINSTATEMENT OF COVERAGE**

If Your coverage ends due to termination of employment, leave of absence, reduction of hours or lay-off and You qualify for eligibility under this Plan again at a later date, You must meet all requirements of a new Employee. Refer to the information on Family and Medical Leave Act or Uniformed Services Employment and Reemployment Act for possible exceptions, or contact Your Human Resources or Personnel office.

## PRE-EXISTING CONDITION PROVISION

A Pre-Existing Condition means an Illness or Injury for which medical advice, diagnosis, care or treatment was recommended or received within the six consecutive month period ending on the Covered Person's Enrollment Date. Medical advice, diagnosis, care or treatment (including taking prescription drugs) is taken into account only if it is recommended or received from a licensed Physician.

This Plan has an exclusion for Pre-Existing Conditions. Benefits will not be paid for Covered Expenses for a Pre-Existing Condition until the earliest of the following:

- 12 consecutive months from the Covered Person's Enrollment Date, if You apply for coverage when You are initially eligible for coverage or under Special Enrollment.
- 18 consecutive months from the Covered Person's Enrollment Date, if the Covered Person is considered a Late Enrollee.

These times can be reduced by proof of Creditable Coverage as described below.

### EXCEPTIONS

The Pre-Existing Condition exclusion does not apply to:

- Any person who, on the Enrollment Date, had 12 consecutive months (18 consecutive months if a Late Enrollee) of Creditable Coverage.
- Pregnancy, including complications.
- A newborn Dependent Child if application for enrollment is made or any Creditable Coverage is obtained for the newborn, within 30 days of birth, and there is no subsequent Significant Break in Coverage.
- An adopted Dependent Child or Dependent Child Placed for Adoption under the age of 18, if application for enrollment is made, or any Creditable Coverage is obtained for the Dependent Child within 30 days of adoption or Placement for Adoption and there is no subsequent Significant Break in Coverage.
- Genetic information, in the absence of a diagnosis of an Illness related to such information. For example, if You have a family history of diabetes but You Yourself have had no problem with diabetes, the Plan will not consider diabetes to be a Pre-Existing Condition just because You have a family history of this disease.
- Treatment recommendations made prior to the six consecutive month period before the Enrollment Date when the Covered Person did not act upon the recommendation.
- Any Employees or Dependents added as a result of an acquisition of an entire company or entire division moving into this Plan will be effective upon notification by the Employer to the Plan Administrator. The Pre-Existing Condition exclusion period under this Plan will apply. However, the Plan Administrator, in its discretion, may waive the Pre-Existing Condition exclusion period with respect to all similarly situated Employees who were covered under the other employer's group health plan at the time of such acquisition and/or honor any shorter Pre-Existing Condition exclusion period contained in such other employer's group health plan.

**REDUCTION OF PRE-EXISTING CONDITION EXCLUSION TIME PERIOD  
(Creditable Coverage)**

If on the Enrollment Date, a Covered Person has less than 12 consecutive months (18 consecutive months for a Late Enrollee) of Creditable Coverage, the Plan will reduce the length of the Pre-Existing Condition exclusion period for each day of Creditable Coverage the Covered Person had in determining whether the Pre-Existing Condition exclusion applies.

Creditable Coverage means that the Covered Person had coverage under a group health plan, health insurance policy, Medicare or any one of several other health plans as described in the Glossary of Terms section of this SPD, and coverage was not interrupted by a Significant Break in Coverage.

If a Covered Person has a Significant Break in Coverage, any days of Creditable Coverage that occur before the Significant Break in Coverage will not be counted by the Plan to reduce the Pre-Existing Condition exclusion time period. Waiting Periods will not count towards a Significant Break in Coverage.

**CERTIFICATES OF CREDITABLE COVERAGE**

New Employees and covered Dependents are encouraged to get a Certificate of Creditable Coverage from the person's prior employer or insurance company as soon as possible. If You or Your Dependents are having difficulty obtaining this, contact Your Human Resources or Personnel office for assistance.

In addition, Covered Persons will receive a Certificate of Creditable Coverage from this Plan when the person loses coverage under this Plan, when the person loses COBRA coverage, or upon a written request to this Plan.

Please submit written requests for a Certificate of Creditable Coverage from this Plan to:

UMR  
ENROLLMENT SERVICES  
PO BOX 8052  
WAUSAU WI 54402-8052

Keep these Certificates in a safe place in case You or Your Dependents obtain coverage under another health plan that has a Pre-Existing Condition Exclusion Provision. Proof of prior Creditable Coverage may reduce or eliminate the Pre-Existing Condition exclusion period.

**THE RIGHT TO REQUEST A REVIEW OF A DETERMINATION OF PRE-EXISTING CONDITION EXCLUSION PERIOD**

If a Covered Person feels that a determination of the Pre-Existing Condition Exclusion (PCE) period is incorrect, the Covered Person may submit a written request for review.

Send Your request to:

UMR  
ENROLLMENT SERVICES  
PO BOX 8052  
WAUSAU WI 54402-8052

The written request must be made within 60 days from the date of the notice. However, if the request is based on additional evidence that shows that You or Your Dependent had more Creditable Coverage than recognized originally, the Covered Person may take longer.

The written request should state the reasons that the Covered Person believes the original determination is incorrect and include any additional facts or evidence that shows that You or Your Dependent had more Creditable Coverage.

The request will usually be decided within 60 days after it is submitted. If additional time is needed to complete the review, the Covered Person will be notified. The Covered Person will be notified in writing of the decision on the request if the Covered Person submits additional evidence to consider or if the original Determination of PCE period is modified. The Covered Person's original determination of PCE period will remain in effect until or unless the Covered Person receives written notification verifying a change from the original decision.

Similar to an initial determination, any new determination will set forth:

- The specific reason(s) for the decision; and
- The specific Plan provision(s) and other documents or information on which the decision is based.

## COBRA CONTINUATION OF COVERAGE

**Important.** Read this entire provision to understand a Covered Person's COBRA rights and obligations.

The following is a summary of the federal continuation requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. This summary generally explains COBRA continuation coverage, when it may become available to You and Your family, and what You and Your Dependents need to do to protect the right to receive it. This summary provides a general notice of a Covered Person's rights under COBRA, but is not intended to satisfy all of the requirements of federal law. Your employer or the COBRA Administrator will provide additional information to You or Your Dependents as required.

**The COBRA Administrator for this Plan is: UMR**

### INTRODUCTION

Federal law gives certain persons, known as Qualified Beneficiaries, the right to continue their health care benefits beyond the date that they might otherwise terminate. The Qualified Beneficiary must pay the entire cost of the COBRA continuation coverage, plus an administrative fee. In general, a Qualified Beneficiary has the same rights and obligations under the Plan as an active participant.

A Qualified Beneficiary may elect to continue coverage under this Plan if such person's coverage would terminate because of a life event known as a Qualifying Event, outlined below. When a Qualifying Event causes (or will cause) a Loss of Coverage, then the Plan must offer COBRA continuation coverage. Loss of Coverage means more than losing coverage entirely. It means that a person ceases to be covered under the same terms and conditions that are in effect immediately before the Qualifying Event. In short, a Qualifying Event plus a Loss of Coverage allows a Qualified Beneficiary the right to elect coverage under COBRA.

Generally, You, Your covered spouse, and Your Dependent Children may be Qualified Beneficiaries and eligible to elect COBRA continuation coverage even if the person is already covered under another employer-sponsored group health plan or is enrolled in Medicare at the time of the COBRA election.

### COBRA CONTINUATION COVERAGE FOR QUALIFIED BENEFICIARIES

The length of COBRA continuation coverage that is offered varies based on who the Qualified Beneficiary is and what **Qualifying Event** is experienced as outlined below.

An Employee will become a Qualified Beneficiary if coverage under the Plan is lost because either one of the following Qualifying Events happens:

<b>Qualifying Event</b>	<b>Length of Continuation</b>
• Your employment ends for any reason other than Your gross misconduct	up to 18 months
• Your hours of employment are reduced	up to 18 months

(There are two ways in which this 18-month period of COBRA continuation coverage can be extended. See the section below entitled "The Right to Extend Coverage" for more information.)

The spouse of an Employee will become a Qualified Beneficiary if coverage is lost under the Plan because any of the following Qualifying Events happen:

<b>Qualifying Event</b>	<b>Length of Continuation</b>
• Your spouse dies	up to 36 months
• Your spouse's hours of employment are reduced	up to 18 months
• Your spouse's employment ends for any reason other than his or her gross misconduct	up to 18 months
• Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both)	up to 36 months
• You become divorced or legally separated from Your spouse	up to 36 months

The Dependent Children of an Employee become Qualified Beneficiaries if coverage is lost under the Plan because any of the following Qualifying Events happen:

<b>Qualifying Event</b>	<b>Length of Continuation</b>
• The parent-Employee dies	up to 36 months
• The parent-Employee's employment ends for any reason other than his or her gross misconduct	up to 18 months
• The parent-Employee's hours of employment are reduced	up to 18 months
• The parent-Employee becomes entitled to Medicare benefits (Part A, Part B, or both)	up to 36 months
• The parents become divorced or legally separated	up to 36 months
• The Child stops being eligible for coverage under the plan as a Dependent	up to 36 months

**Note: A spouse or Dependent Child newly acquired (newborn or adopted) during a period of continuation coverage is eligible to be enrolled as a Dependent. The standard enrollment provision of the Plan applies to enrollees during continuation coverage. A Dependent, other than a newborn or newly adopted Child, acquired and enrolled after the original Qualifying Event, is not eligible as a Qualified Beneficiary if a subsequent Qualifying Event occurs.**

## **COBRA NOTICE PROCEDURES**

### **THE NOTICE(S) A COVERED PERSON MUST PROVIDE UNDER THIS SUMMARY PLAN DESCRIPTION**

To be eligible to receive COBRA continuation coverage, covered Employees and their Dependents have certain obligations with respect to certain Qualifying Events (including divorce or legal separation of the Employee and spouse or a Dependent Child's loss of eligibility for coverage as a Dependent) to provide written notices to the administrator. Follow the rules described in this procedure when providing notice to the administrators, either Your employer or the COBRA Administrator.

A Qualified Beneficiary's written notice must include all of the following information: (A form to notify the COBRA Administrator is available upon request.)

- The Qualified Beneficiary's name, their current address and complete phone number,
- The group number, name of the employer that the Employee was with,
- Description of the Qualifying Event (i.e., the life event experienced), and
- The date that the Qualifying Event occurred or will occur.

**Send all notices or other information required to be provided by this Summary Plan Description in writing to:**

**UMR  
COBRA ADMINISTRATION  
PO BOX 1206  
WAUSAU WI 54402-1206  
Phone Number: (715) 841-2918 or (800) 207-1824**

For purposes of the deadlines described in this Summary Plan Description, the notice must be postmarked by the deadline. In order to protect Your family's rights, the Plan Administrator should be informed of any changes in the addresses of family members. Keep a copy of any notices sent to the Plan Administrator or COBRA Administrator.

## **COBRA NOTICE REQUIREMENTS AND ELECTION PROCESS**

### **EMPLOYER OBLIGATION TO PROVIDE NOTICE OF THE QUALIFYING EVENT**

Your employer will give notice to the COBRA Administrator when coverage terminates due to Qualifying Events that are the Employee's termination of employment or reduction in hours, death of the Employee, or the Employee becoming eligible for Medicare benefits due to age or disability (Part A, Part B, or both). Your employer will notify the COBRA Administrator within 30 calendar days when these events occur.

### **EMPLOYEE OBLIGATION TO PROVIDE NOTICE OF THE QUALIFYING EVENT**

The Covered Person must give notice to the Plan Administrator in the case of other Qualifying Events that are divorce or legal separation of the Employee and a spouse, a Dependent Child ceasing to be eligible for coverage under the Plan, or a second Qualifying Event. The covered Employee or Qualified Beneficiary must provide written notice to the Plan Administrator in order to ensure rights to COBRA continuation coverage. The Covered Person must provide this notice within the 60-calendar day period that begins on the latest of:

- The date of the Qualifying Event; or
- The date on which there is a Loss of Coverage (or would lose coverage); or
- The date on which the Qualified Beneficiary is informed of this notice requirement by receiving this Summary Plan Description or the General COBRA Notice.

The Plan Administrator will notify the COBRA Administrator within 30 calendar days from the date that notice of the Qualifying Event has been provided.

The COBRA Administrator will, in turn, provide an election notice to each Qualified Beneficiary within 14 calendar days of receiving notice of a Qualifying Event from the employer, covered Employee or the Qualified Beneficiary.

### **MAKING AN ELECTION TO CONTINUE GROUP HEALTH COVERAGE**

Each Qualified Beneficiary has the independent right to elect COBRA continuation coverage. A Qualified Beneficiary will receive a COBRA election form that must be completed to elect to continue group health coverage under this Plan. A Qualified Beneficiary may elect COBRA coverage at any time within the 60-day election period. The election period ends 60 calendar days after the later of:

- The date Plan coverage terminates due to a Qualifying Event; or
- The date the Plan Administrator provides the Qualified Beneficiary with an election notice.

A Qualified Beneficiary must notify the COBRA Administrator of their election in writing to continue group health coverage and must make the required payments when due in order to remain covered. If the Qualified Beneficiary does not choose COBRA continuation coverage within the 60-day election period, group health coverage will end on the day of the Qualifying Event.

## **PAYMENT OF CLAIMS AND DATE COVERAGE BEGINS**

No claims will be paid under this Plan for services the Qualified Beneficiary receives on or after the date coverage is lost due to a Qualifying Event. If, however, the Qualified Beneficiary has not completed a waiver and decides to elect COBRA continuation coverage within the 60-day election period, group health coverage will be reinstated back to the date coverage was lost, provided that the Qualified Beneficiary makes the required payment when due. Any claims that were denied during the initial COBRA election period will be reprocessed once the COBRA Administrator receives the completed COBRA election form and required payment.

If a Qualified Beneficiary previously waived COBRA coverage but revokes that waiver within the 60-day election period, coverage will not be retroactive to the date of the Qualifying Event but instead will be effective on the date the waiver is revoked.

## **PAYMENT FOR CONTINUATION COVERAGE**

Qualified Beneficiaries are required to pay the entire cost of continuation coverage, which includes both the employer and Employee contribution. This may also include a 2% additional fee to cover administrative expenses (or in the case of the 11-month extension due to disability, a 50% additional fee). Fees are subject to change at least once a year.

If Your employer offers annual open enrollment opportunities for active Employees, each Qualified Beneficiary will have the same options under COBRA (for example, the right to add or eliminate coverage for Dependents). The cost of continuation coverage will be adjusted accordingly.

The **initial payment** is due no later than 45 calendar days after the Qualified Beneficiary elects COBRA as evidenced by the postmark date on the envelope. This first payment must cover the cost of continuation coverage from the time coverage under the Plan would have otherwise terminated, up to the time the first payment is made. If the initial payment is not made within the 45-day period, then coverage will remain terminated without the possibility of reinstatement. There is no grace period for the initial payment.

The due date for **subsequent payments** is typically the first day of the month for any particular period of coverage, however the Qualified Beneficiary will receive specific payment information including due dates, when the Qualified Beneficiary becomes eligible for and elects COBRA continuation coverage.

If, for whatever reason, any Qualified Beneficiary receives any benefits under the Plan during a month for which the payment was not made on time, then the Qualified Beneficiary will be required to reimburse the Plan for the benefits received.

**Note: Payment will not be considered made if a check is returned for non-sufficient funds.**

## **A QUALIFIED BENEFICIARY'S NOTICE OBLIGATIONS WHILE ON COBRA**

Always keep the COBRA Administrator informed of the current addresses of all Covered Persons who are or who may become Qualified Beneficiaries. Failure to provide this information to the COBRA Administrator may cause You or Your Dependents to lose important rights under COBRA.

In addition, after any of the following events occur, written notice to the COBRA Administrator is required within 30 calendar days of:

- The date any Qualified Beneficiary marries. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.
- The date a Child is born to, adopted by, or Placed for Adoption by a Qualified Beneficiary. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.

- The date of a final determination by the Social Security Administration that a disabled Qualified Beneficiary is no longer disabled.
- The date any Qualified Beneficiary becomes covered by another group health plan.
- Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information within 30 calendar days.

## LENGTH OF CONTINUATION COVERAGE

COBRA coverage is available up to the maximum periods described below, subject to all COBRA regulations and the conditions of this Summary Plan Description:

- For Employees and Dependents. 18 months from the Qualifying Event if due to the Employee's termination of employment or reduction of work hours. (If an active Employee enrolls in Medicare before his or her termination of employment or reduction in hours, then the covered spouse and Dependent Children would be entitled to COBRA continuation coverage for up to the greater of 18 months from the Employee's termination of employment or reduction in hours, or 36 months from the earlier Medicare Enrollment Date, whether or not Medicare enrollment is a Qualifying Event.)
- For Dependents only. 36 months from the Qualifying Event if coverage is lost due to one of the following events:
  - Employee's death.
  - Employee's divorce or legal separation.
  - Former Employee becomes enrolled in Medicare.
  - A Dependent Child no longer being a Dependent as defined in the Plan.

## THE RIGHT TO EXTEND THE LENGTH OF COBRA CONTINUATION COVERAGE

While on COBRA continuation coverage, certain Qualified Beneficiaries may have the right to extend continuation coverage provided that written notice to the COBRA Administrator is given as soon as possible but no later than the **required** timeframes stated below.

**Social Security Disability Determination (For Employees and Dependents):** A Qualified Beneficiary may be granted an 11-month extension to the initial 18-month COBRA continuation period, for a total maximum of 29 months of COBRA in the event that the Social Security Administration determines the Qualified Beneficiary to be disabled some time before the 60<sup>th</sup> day of COBRA continuation coverage. This extension will not apply if the original COBRA continuation was for 36 months.

If the Qualified Beneficiary has non-disabled family members who are also Qualifying Beneficiaries, those non-disabled family members are also entitled to the disability extension.

The Qualified Beneficiary must give the COBRA Administrator a copy of the Social Security Administration letter of disability determination within 60 days of the later of:

- The date of the SSA disability determination;
- The date the Qualifying Event occurs;
- The date the Qualified Beneficiary loses (or would lose) coverage due to the Qualifying Event or the date that Plan coverage was lost; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the disability by receiving this Summary Plan Description or the General COBRA Notice.

Note: Premiums may be higher after the initial 18-month period for persons exercising this disability extension provision available under COBRA.

If the Social Security Administration determines the Qualified Beneficiary is no longer disabled, the Qualified Beneficiary must notify the Plan of that fact within 30 days after the Social Security Administration's determination.

**Second Qualifying Events: (Dependents Only)** If Your family experiences another Qualifying Event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in Your family who are Qualified Beneficiaries can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second event is provided to the COBRA Administrator. This additional coverage may be available to the spouse or Dependent Children who are Qualified Beneficiaries if the Employee or former Employee dies, becomes entitled to Medicare (part A, part B or both) or is divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent. This extension is available only if the Qualified Beneficiaries were covered under the Plan prior to the original Qualifying Event. A Dependent acquired during COBRA continuation (other than newborns and newly adopted Children) is not eligible to continue coverage as the result of a subsequent Qualifying Event. These events will only lead to the extension when the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

You or Your Dependents must provide the notice of a second Qualifying Event to the COBRA Administrator within a 60-day period that begins to run on the latest of:

- The date of the second Qualifying Event; or
- The date the Qualified Beneficiary loses (or would lose) coverage due to the second Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the second Qualifying Event by receiving this Summary Plan Description or the General COBRA Notice.

#### **EARLY TERMINATION OF COBRA CONTINUATION**

COBRA continuation coverage may terminate before the end of the above maximum coverage periods for any of the following reasons:

- The employer ceases to maintain a group health plan for any Employees. (Note that if the employer terminates the group health plan that the Qualified Beneficiary is under, but still maintains another group health plan for other similarly-situated Employees, the Qualified Beneficiary will be offered COBRA continuation coverage under the remaining group health plan, although benefits and costs may not be the same).
- The required contribution for the Qualified Beneficiary's coverage is not paid on time.
- After electing COBRA continuation coverage, the Qualified Beneficiary becomes entitled to and enrolled with Medicare.
- After electing COBRA continuation coverage, the Qualified Beneficiary becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any Pre-Existing Condition(s) for the beneficiary.
- The Qualified Beneficiary is found not to be disabled during the disability extension. The Plan will terminate the Qualified Beneficiary's COBRA continuation coverage one month after the Social Security Administration makes a determination that the Qualified Beneficiary is no longer disabled.
- Termination for cause, such as submitting fraudulent claims.

## **SPECIAL NOTICE (Read This If Thinking Of Declining COBRA Continuation Coverage)**

Electing COBRA continuation coverage now may protect some of Your (or Your Dependent's) rights if You or Your Dependent need to obtain an **individual health insurance policy** soon. The Health Insurance Portability and Accountability Act (HIPAA) requires that all health insurance carriers who offer coverage in the individual market must accept any eligible individuals who apply for coverage without imposing Pre-Existing Condition exclusions, under certain conditions. Some of those conditions pertain to COBRA continuation coverage. To take advantage of this HIPAA right, COBRA continuation coverage under this Plan must be elected and maintained (by paying the cost of coverage) for the duration of the COBRA continuation period. In the event that an individual health insurance policy is needed, You or Your Dependent must apply for coverage with an individual insurance carrier after COBRA continuation coverage is exhausted and before a 63-day break in coverage.

If You or Your Dependent will be obtaining **group health coverage** through a new employer, keep in mind that HIPAA requires employers to reduce Pre-Existing Condition exclusion periods if there is less than a 63-day break in health coverage (Creditable Coverage).

### **DEFINITIONS**

**Qualified Beneficiary** means a person covered by this group health Plan immediately before the Qualifying Event who is the Employee, the spouse of a covered Employee or the Dependent Child of a covered Employee. This includes a Child who is born to or Placed for Adoption with a covered Employee during the Employee's COBRA coverage period if the Child is enrolled within the Plan's Special Enrollment Provision for newborns and adopted Children. This also includes a Child who was receiving benefits under this Plan pursuant to a Qualified Medical Child Support Order (QMCSO) immediately before the Qualifying Event.

**Qualifying Event** means Loss of Coverage due to one of the following:

- The death of the covered Employee.
- Voluntary or involuntary termination of the covered Employee's employment (other than for gross misconduct).
- A reduction in work hours of the covered Employee.
- Divorce or legal separation of the covered Employee from the Employee's spouse. (Also, if an Employee terminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation may be considered a Qualifying Event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the Plan or the COBRA Administrator in writing within 60 calendar days after the divorce or legal separation and can establish that the coverage was originally eliminated in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation).
- The covered former Employee becomes enrolled in Medicare.
- A Dependent Child no longer being a Dependent as defined by the Plan.

**Loss of Coverage** means any change in the terms or conditions of coverage in effect immediately before the Qualifying Event. Loss of Coverage includes change in coverage terms, change in plans, termination of coverage, partial Loss of Coverage, increase in Employee cost, as well as other changes that affect terms or conditions of coverage. Loss of Coverage does not always occur immediately after the Qualifying Event, but it must always occur within the applicable 18- or 36-month coverage period. A Loss of Coverage that is not caused by a Qualifying Event may not trigger COBRA.

# UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

## INTRODUCTION

Employers are required to offer COBRA-like health care continuation coverage to persons in the armed service if the absence for military duty would result in loss of coverage as a result of active duty. Employees on leave for military service must be treated like they are on leave of absence and are entitled to any other rights and benefits accorded to similarly situated Employees on leave of absence or furlough. If an employer has different types of benefits available depending on the type of leave of absence, the most favorable benefits must apply to Employees on military leave. Reinstatement following the military leave of absence cannot be subject to Pre-Existing Conditions and Waiting Periods.

## COVERAGE

The maximum length of health care continuation coverage required under USERRA is the lesser of:

- 24 months beginning on the day that the Uniformed Service leave begins, or
- a period beginning on the day that the Service leave begins and ending on the day after the Employee fails to return to or reapply for employment within the time allowed by USERRA.

## USERRA NOTICE AND ELECTION

An Employee or an appropriate officer of the uniformed service in which his or her service is to be performed must notify the employer that the Employee intends to leave the employment position to perform service in the uniformed services. An Employee should provide notice as far in advance as is reasonable under the circumstances. The Employee is excused from giving notice due to military necessity, or if it is otherwise impossible or unreasonable under all the circumstances.

Upon notice of intent to leave for uniformed services, Employees will be given the opportunity to elect USERRA continuation. Dependents do not have an independent right to elect USERRA coverage. Election, payment and termination of the USERRA extension will be governed by the same requirements set forth under the COBRA Section, to the extent these COBRA requirements do not conflict with USERRA.

## PAYMENT

If the military leave orders are for a period of 30 days or less, the Employee is not required to pay more than the amount he or she would have paid as an active Employee. For periods of 31 days or longer, if an Employee elects to continue health coverage pursuant to USERRA, such Employee and covered Dependents will be required to pay up to 102% of the full premium for the coverage elected.

## EXTENDED COVERAGE RUNS CONCURRENT

Employees and their Dependents may be eligible for both COBRA and USERRA at the same time. Election of either the COBRA or USERRA extension by an Employee on leave for military service will be deemed an election under both laws, and the coverage offering the most benefit to the Employee will generally be extended. Coverage under both laws will run concurrently. Dependents who choose to independently elect extended coverage will only be deemed eligible for COBRA extension because they are not eligible for a separate, independent right of election under USERRA.

## PROVIDER NETWORK

The word "**Network**" means an outside organization that has contracted with various providers to provide health care services to Covered Persons at a Negotiated Rate. Providers who participate in a Network have agreed to accept the negotiated fees as payment in full, including any portion of the fees that the Covered Person must pay due to the Deductible, Participation amounts or other out-of-pocket expenses. A provider who does not participate in a Network may bill Covered Persons for additional fees over and above what the Plan pays.

Knowing which Network a provider belongs to will help a Covered Person to determine how much he or she will need to pay for certain services. To obtain the highest level of benefits under this Plan, Covered Persons need to see an In-Network provider, however this Plan does not limit a Covered Person's right to choose his or her own provider of medical care at his or her own expense if a medical expense is not a Covered Expense under this Plan, or is subject to a limitation or exclusion.

To find out which Network a provider belongs to, please refer to the Provider Directory, or call the toll-free number that is listed on the back of the Plan's identification card. The participation status of providers may change from time to time.

- If a provider belongs to one of the following Networks, claims for Covered Expenses will normally be processed in accordance with the **In-Network** benefit levels that are listed on the Schedule of Benefits:

Texas True Choice  
PHCS HD

- If a provider belongs to one of the following Networks, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits, but the providers have agreed to discount their fees. This means that the Covered Person may pay a little less for a particular claim than they would for an Out-of-Network claim.

First Health/Beechstreet/TC3

- For services received from any other provider, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits. These providers charge their normal rates for services, so Covered Persons may need to pay more. The Covered Person is responsible for paying the balance of these claims after the Plan pays its portion, if any.

**For Transplant Services at a Designated Transplant Facility the Preferred Provider Organization is:**

**ING Transplant**

### EXCEPTIONS TO THE PROVIDER NETWORK RATES

Some benefits may be processed at In-Network benefit levels when provided by an Out-of-Network provider. When Non-Network charges are covered in accordance with Network benefits, the charges are still subject to the Usual and Customary charge limitations. The following exceptions may apply:

- Covered Services provided by a radiologist, anesthesiologist, or pathologist will be payable at the In-Network level of benefits when rendered by an In-Network provider.
- Covered Services provided by an Emergency room Physician will be payable at the In-Network level of benefits when provided at an In-Network Hospital.

- Covered Expenses obtained from an Out-of-Network provider will be covered at the In-Network level of benefits if:
  - Accident or Illness occurs and immediate services are required outside the In-Network covered area; or
  - The Covered Person requires the services of a specialist and there is no In-Network specialist of that type within a 50-mile radius.

### **Provider Directory Information**

Each covered Employee, those on COBRA, and Children or guardians of Children who are considered alternate recipients under a Qualified Medical Child Support Order, will automatically be given or electronically made available, a separate document, at no cost, that lists the participating Network providers for this Plan. The Employee should share this document with other covered individuals in Your household. If a covered spouse or Dependent wants a separate provider list, they should make a written request to the Plan Administrator. The Plan Administrator may make a reasonable charge to cover the cost of furnishing complete copies to the spouse or other covered Dependents.

## COVERED MEDICAL BENEFITS

This Plan provides coverage for the following Covered Benefits if services are authorized by a Physician and are necessary for the treatment of an Illness or Injury, subject to any limits, maximums, exclusions or other Plan provisions shown in this SPD. The Plan does not provide coverage for services if medical evidence shows that treatment is not expected to resolve, improve, or stabilize the Covered Person's condition, or if a plateau has been reached in terms of improvement from such services.

1. **Abortions:** If a Physician states in writing that:
  - The mother's life would be in danger if the fetus were to be carried to term, or
  - Abortion is medically indicated due to complications with the pregnancy.
2. **Allergy Treatment** including injections, testing and serum as shown in the Schedule of Benefits.
3. **Ambulance Transportation:** When Clinical Eligibility for Coverage is met, ground and air transportation by a vehicle designed, equipped and used only to transport the sick and injured to the nearest medically appropriate Hospital.
4. **Anesthetics And Their Administration.**
5. **Aquatic Therapy.** (See Therapy Services below)
6. **Breast Reductions** if Clinical Eligibility for Coverage is met.
7. **Cardiac Pulmonary Rehabilitation** when Clinical Eligibility for Coverage is met for Activities of Daily Living (See Glossary of Terms) as well as a result of an Illness or Injury.
8. **Cardiac Rehabilitation** programs are covered if referred by a Physician, for patients who have:
  - had a heart attack in the last 12 months; or
  - had coronary bypass surgery; or
  - a stable angina pectoris.

Services covered include:

  - Phase I, while the Covered Person is an Inpatient.
  - Phase II, while the Covered Person is in a Physician supervised Outpatient monitored low-intensity exercise program. Services generally will be in a Hospital rehabilitation facility and include monitoring of the Covered Person's heart rate and rhythm, blood pressure and symptoms by a health professional. Phase II generally begins within 30 days after discharge from the Hospital.
9. **Cataract Or Aphakia Surgery** as well as protective lenses following such procedure.
10. **Circumcision** and related expenses when care and treatment meet the Clinical Eligibility for Coverage. Circumcision of newborn males is also covered as stated under nursery and newborn medical benefits.
11. **Cleft Palate And Cleft Lip:** and related expenses when care and treatment meet the Clinical Eligibility for Coverage. Circumcision of newborn males is also covered as stated under nursery and newborn medical benefits.
12. **Contraceptives:** This Plan provides benefits for Prescription contraceptives regardless of purpose. Prescription contraceptives that require a Physician to administer a hormone shot or insert a device will be processed under the Covered Medical Benefits in this SPD.

13. **Cornea Transplants** are payable at the percentage listed under All Other Covered Expenses on the Schedule of Benefits.
14. **Dental Services** include:
- The care and treatment of natural teeth and gums if an Injury is sustained in an Accident (other than one occurring while eating or chewing), excluding implants.
  - Inpatient or Outpatient Hospital charges including professional services for X-ray, lab, and anesthesia while in the Hospital if the Clinical Eligibility for Coverage is met.
  - Removal of all teeth at an Inpatient or Outpatient Hospital or dentist's office if removal of the teeth is part of standard medical treatment that is required before the Covered Person can undergo radiation therapy for a covered medical condition.
15. **Diabetes Treatment:** Charges Incurred for the treatment of diabetes and diabetic self-management education programs and nutritional counseling. Charges for dialysis for the treatment of acute renal failure or chronic irreversible renal insufficiency for the removal of waste materials from the body, including hemodialysis and peritoneal dialysis. This also includes use of equipment or supplies, unless covered through the Prescription Benefits section. Charges are paid the same as any other illness.
16. **Durable Medical Equipment** subject to all of the following:
- The equipment must meet the definition of Durable Medical Equipment as defined in the Glossary of Terms. Examples include, but are not limited to crutches, wheelchairs, hospital-type beds and oxygen equipment.
  - The equipment must be prescribed by a Physician.
  - The equipment is subject to review under the Utilization Management Provision of this SPD, if applicable.
  - The equipment will be provided on a rental basis when available; however, such equipment may be purchased at the Plan's option. Any amount paid to rent the equipment will be applied towards the purchase price. In no case will the rental cost of Durable Medical Equipment exceed the purchase price of the item.
  - The Plan will pay benefits for only ONE of the following: a manual wheelchair, motorized wheelchair or motorized scooter, unless necessary due to growth of the person or changes to the person's medical condition require a different product, as determined by the Plan.
  - If the equipment is purchased, benefits will be payable for subsequent repairs excluding batteries, or replacement only if required:
    - due to the growth or development of a Dependent Child;
    - when necessary because of a change in the Covered Person's physical condition; or
    - because of deterioration caused from normal wear and tear.The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered and replacement is subject to prior approval by the Plan.
17. **Emergency Room Hospital And Physician Services** including Emergency room services for stabilization or initiation of treatment of a medical Emergency condition provided on an Outpatient basis at a Hospital, as shown in the Schedule of Benefits.
18. **Extended Care Facility Services** for both mental and physical health diagnosis. Charges will be paid under the applicable diagnostic code. Services must be certified in advance. (Refer to the Utilization Management section of this SPD). The following benefits are covered:
- Room and board.
  - Miscellaneous services, supplies and treatments provided by an Extended Care Facility, including Inpatient rehabilitation.

19. **Foot Care (Podiatry)** that is recommended by a Physician as a result of infection. The following charges for foot care will also be covered:

- Treatment of any condition resulting from weak, strained, flat, unstable or unbalanced feet, when surgery is performed.
- Treatment of corns, calluses and toenails, when at least part of the nail root is removed or when needed to treat a metabolic or peripheral vascular disease.
- Physician office visit for diagnosis of bunions. Treatment of bunions when an open cutting operation or arthroscopy is performed.
- Palliative Foot Care.

20. **Genetic Counseling** based on Clinical Eligibility for Coverage.

21. **Genetic Testing** based on Clinical Eligibility for Coverage.

22. **Hearing Deficit Services** include (See General Exclusions):

- Exams, tests, services and supplies for other than Preventive Care, to diagnose and treat a medical condition.
- Purchase or fitting of ONE hearing aid every 36 months.
- Implantable hearing devices.

23. **Home Health Care Services:** (Refer to Home Health Care section of this SPD).

24. **Hospice Care Services:** Treatment given at a Hospice Care Facility must be in place of a stay in a Hospital or Extended Care Facility, and can include:

- **Assessment:** includes an assessment of the medical and social needs of the Terminally Ill person, and a description of the care to meet those needs.
- **Inpatient Care:** in a facility when needed for pain control and other acute and chronic symptom management, psychological and dietary counseling, physical or occupational therapy and part-time Home Health Care services.
- **Outpatient Care:** Provides or arranges for other services as related to the Terminal Illness which include: Services of a Physician; physical or occupational therapy; nutrition counseling provided by or under the supervision of a registered dietitian.
- **Respite Care:** to provide temporary relief 24 hours to the family or other caregivers in the case of an emergency or to provide temporary relief from the daily demands of caring for a terminally ill person.

The Covered Person must be Terminally Ill with an anticipated life expectancy of about six months. Services, however, are not limited to a maximum of six months if continued Hospice Care is deemed appropriate by the Physician, up to the maximum hospice benefits available under the Plan.

25. **Hospital Services (Includes Inpatient Services, Surgical Centers And Birthing Centers).** The following benefits are covered:

- Semi-private room and board. For network charges, this rate is based on network repricing. For non-network charges, any charge over a semi-private room charge will be a Covered Expense only when such Clinical Eligibility for Coverage is met. If the Hospital has no semi-private rooms, the Plan will allow the private room rate subject to Usual and Customary charges or the Negotiated Rate, whichever is applicable.
- Intensive care unit room and board.
- Miscellaneous and Ancillary Services.
- Blood, blood plasma and plasma expanders, when not available without charge.

26. **Hospital Services (Outpatient).**
27. **Infant Formula** administered through a tube as the sole source of nutrition for the Covered Person.
28. **Infertility Treatment** includes charges for diagnostic services. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to Plan provisions.
29. **Laboratory Or Pathology Tests And Interpretation Charges** for Covered Benefits.
30. **Massage Therapy.** (See Therapy Services below)
31. **Maternity Benefits** for the Employee or spouse include:
- Prenatal and postnatal care.
  - Hospital or Birthing Center room and board.
  - Obstetrical fees for routine prenatal care.
  - Vaginal delivery or Cesarean section.
  - Diagnostic testing when Clinical Eligibility for Coverage is met.
  - Abdominal operation for intrauterine pregnancy or miscarriage.
  - Outpatient Birthing Centers.
  - Midwives.
32. **Morbid Obesity Treatment** includes only the following treatments if those treatments are determined to meet Clinical Eligibility for Coverage and be appropriate for an individual's Morbid Obesity condition. Refer to the Glossary of Terms for a definition of Morbid Obesity.
- Physician supervised weight loss programs at a medical facility.
  - Charges for diagnostic services.
  - Nutritional counseling by a registered dietician.
- This Plan does not cover diet supplements, exercise equipment or any other items listed in the General Exclusions of this SPD.
33. **Nursery And Newborn Expenses Including Circumcision** are covered for the following Children of all Covered Persons: natural (biological) Children and newborn Children who are adopted or Placed for Adoption at the time of birth.
34. **Nursery And Newborn Expenses Including Circumcision** are covered for the following Children of the covered Employee or covered spouse: natural (biological) Children and newborn Children who are adopted or Placed for Adoption at the time of birth.
- Expenses for the covered newborn will be processed under the mother's benefits until the mother is discharged from the Hospital following the delivery. If the covered newborn needs to stay in the Hospital longer than the mother following the delivery, those charges will be processed under the newborn's benefits subject to the Deductible and other Plan provisions, including HIPAA Special Enrollment.
35. **Nutritional Supplements, Vitamins And Electrolytes:** Supplies related to enteral feedings, provided the feedings are prescribed by a Physician, and are the sole source of nutrition.
36. **Occupational Therapy.** (See Therapy Services below)

37. **Oral Surgery** includes:

- Excision of partially or completely impacted teeth.
- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examinations.
- Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
- Reduction of fractures and dislocations of the jaw.
- External incision and drainage of cellulitis.
- Incision of accessory sinuses, salivary glands or ducts.
- Excision of exostosis of jaws and hard palate.

38. **Orthotic Appliances, Devices And Casts**, including the exam for required Prescription and fitting, when prescribed to aid in healing, provide support to an extremity, or limit motion to the musculoskeletal system after Injury. These devices can be used for acute Injury or to prevent Injury. Orthotic Appliances and Devices include custom molded shoe orthotics, supports, trusses, elastic compression stockings, and braces.

39. **Oxygen And Its Administration.**

40. **Physical Therapy.** (See Therapy Services below)

41. **Physician Services** for Covered Benefits.

42. **Pre-Admission Testing:** The testing must be necessary and consistent with the diagnosis and treatment of the condition for which the Covered Person is being admitted to the Hospital.

43. **Preventive / Routine Care** as listed under the Schedule of Benefits. This also includes Preventive / Routine Care benefits for Children.

44. **Private Duty Nursing Services** when Outpatient care is required 24 hours a day if the Clinical Eligibility is met and prescribed in writing by the attending Physician or surgeon specifically as to duration and type and when performed in the Covered Person's home.

45. **Prosthetic Devices.** The initial purchase, fitting, repair and replacement of fitted prosthetic devices (artificial body parts, including limbs, eyes and larynx) which replace body parts. Benefits may be payable for subsequent repairs or replacement only if required:

- Due to the growth or development of a Dependent Child; or
- When necessary because of a change in the Covered Person's physical condition; or
- Because of deterioration caused from normal wear and tear.

The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered and replacement is subject to prior approval by the Plan.

46. **Radiation Therapy And Chemotherapy.**

47. **Radiology And Interpretation Charges.**

48. **Reconstructive Surgery** includes:

- Following a mastectomy (Women's Health and Cancer Rights Act)  
The Covered Person must be receiving benefits in connection with a mastectomy in order to receive benefits for reconstructive treatments. Covered Expenses are reconstructive treatments which include all stages of reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and complications of mastectomies, including lymphedemas.
- Surgery to restore bodily function that has been impaired by a congenital illness or anomaly, Accident, or from an infection or other disease of the involved part.

49. **Respiratory Therapy.** (See Therapy Services below)

50. **Second Surgical Opinion** must be given by a board-certified Specialist in the medical field relating to the surgical procedure being proposed. The Physician providing the second opinion must not be affiliated in any way with the Physician who rendered the first opinion.

51. **Sleep Disorders** if Clinical Eligibility for Coverage is met.

52. **Sleep Studies.**

53. **Speech Therapy.** (See Therapy Services below)

54. **Sterilizations (Voluntary).**

55. **Surgery And Assistant Surgeon Services** if Clinical Eligibility for Coverage is met. For Multiple or Bilateral Procedures during the same operative session, it is customary for the health care provider to reduce their fees for any secondary procedures. In-network claims will be paid according to the network contract. For out-of-network claims, the industry guidelines are to allow the full Usual and Customary fee allowance for the primary procedure, and fifty percent (50%) of the Usual and Customary fee allowance for all secondary procedures. For incidental procedures done through the same incision, only charges for the major surgical procedure are allowed. Allowable amounts are then processed according to Plan provisions. A global package includes the services that are a necessary part of the procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

56. **Temporomandibular Joint Disorder (TMJ) Services** includes:

- Diagnostic services.
- Surgical treatment.
- Non-surgical treatment (includes intraoral devices or any other non-surgical method to alter the occlusion and/or vertical dimension).

This does not cover orthodontic services.

57. **Therapy Services:** Therapy must be ordered by a Physician and provided as part of the Covered Person's treatment plan. Services include:

- **Occupational therapy** by a Qualified occupational therapist.
- **Physical therapy** by a Qualified physical therapist.
- **Respiratory therapy** by a Qualified respiratory therapist.
- **Aquatic therapy** by a Qualified physical therapist.
- **Massage therapy** by a Qualified physical therapist.
- **Speech therapy** by a Qualified speech therapist including therapy for stuttering due to a neurological disorder.

The Plan allows coverage for occupational, physical, or speech therapy for Developmental Delays due to an Accident or Illness such as Bell's palsy, CVA (stroke), apraxia, cleft palate/lip, recurrent/chronic otitis media, vocal cord nodules, Down's syndrome and cerebral palsy.

58. **Urgent Care Facility** as shown in the Schedule of Benefits of this SPD.
59. **Wigs, Toupees, Hairpieces** for hair loss due to cancer treatment or alopecia related to a medical condition.
60. **X-ray Services** for Covered Benefits.

## HOME HEALTH CARE BENEFITS

Home Health Care services are provided for patients who are unable to leave their home, as determined by the Utilization Review Organization. Covered Persons must be certified in advance before receiving services. Please refer to the Utilization Management section of this SPD for more details. Covered services can include:

- Home visits instead of visits to the provider's office that do not exceed the Usual and Customary charge to perform the same service in a provider's office.
- Intermittent nurse services. Benefits are paid for only one nurse at any one time, not to exceed four hours per 24-hour period.
- Nutrition counseling provided by or under the supervision of a registered dietitian.
- Physical, occupational, respiratory and speech therapy provided by or under the supervision of a licensed therapist.
- Medical supplies, drugs, or medication prescribed by a Physician, and laboratory services to the extent that the Plan would have covered them under this Plan if the Covered Person had been in a Hospital.

A Home Health Care Visit is defined as: A visit by a nurse providing intermittent nurse services (each visit includes up to a four-hour consecutive visit in a 24-hour period if Clinical Eligibility for Coverage is met) or a single visit by a therapist or a registered dietician.

### EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

- Homemaker or housekeeping services.
- Supportive environment materials such as handrails, ramps, air conditioners and telephones.
- Services performed by family members or volunteer workers.
- "Meals on Wheels" or similar food service.
- Separate charges for records, reports or transportation.
- Expenses for the normal necessities of living such as food, clothing and household supplies.
- Legal and financial counseling services, unless otherwise covered under this Plan.

## TRANSPLANT BENEFITS (Designated Transplant Facility)

Refer to the Utilization Management section of this SPD for notification requirements

### DEFINITIONS

The following terms are used for the purpose of the Transplant Benefits section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

**Approved Transplant Services** means services and supplies for certified transplants when ordered by a Physician. Such services include, but are not limited to, Hospital charges, Physician's charges, organ and tissue procurement, tissue typing and Ancillary Services.

**Designated Transplant Facility** means a facility which has agreed to provide Approved Transplant Services to Covered Persons pursuant to an agreement with a transplant provider network or rental network with which the Plan has a contract.

**Non-Designated Transplant Facility** means a facility that does not have an agreement with the transplant provider network with whom the Plan has a contract. This may include facilities that are listed as participating providers.

**Organ and Tissue Acquisition/Procurement** means the harvesting, preparation, transportation and the storage of human organ and tissue which is transplanted to a Covered Person. This includes related medical expenses of a living donor.

**Stem Cell Transplant** includes autologous, allogeneic and syngeneic transplant of bone marrow, peripheral and cord blood stem cells.

### BENEFITS

The Plan will pay for Covered Expenses Incurred by a Covered Person at a Designated Transplant Facility for an Illness or Injury, subject to any Deductibles, Plan Participation amounts, maximums or limits shown on the Schedule of Benefits. Benefits are based on the Usual and Customary charge or the Plan's Negotiated Rate.

It will be the Covered Person's responsibility to obtain prior notification for all transplant related services. If prior notification is not obtained, benefits may not be payable for such services. Benefits may also be subject to reduced levels as outlined in individual Plan provisions. The approved transplant and medical criteria for such transplant must be considered medically appropriate for the medical condition for which the transplant is recommended. The medical condition must not be included on individual Plan exclusions.

### COVERED EXPENSES

The Plan will pay for Approved Transplant Services at a Designated Transplant Facility for Organ and Tissue Acquisition/Procurement and transplantation, if a Covered Person is the recipient.

If a Covered Person requires a transplant, including bone marrow or Stem Cell Transplant, the cost of Organ and Tissue Acquisition/Procurement from a living human or cadaver will be included as part of the Covered Person's Covered Expenses when the donor's own plan does not provide coverage for Organ and Tissue Acquisition/Procurement. This includes the cost of donor testing, blood typing and evaluation to determine if the donor is a suitable match.

The Plan will provide donor services for donor related complications during the transplant period if the recipient is a Covered Person under this Plan as per the transplant contract.

Benefits are payable for the following transplants:

- Kidney.
- Kidney/Pancreas.
- Pancreas, which meets the criteria as determined by the Plan.
- Liver.
- Heart.
- Heart/Lung.
- Lung.
- Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions.
- Small Bowel.

## **SECOND OPINION**

The Plan will notify the Covered Person if a second opinion is required at any time during the determination of benefits period. If a Covered Person is denied a transplant procedure by the Designated Transplant Facility, the Plan will allow them to go to a second Designated Transplant Facility for evaluation. If the second facility determines, for any reason, that the Covered Person is an unacceptable candidate for the transplant procedure, benefits will not be paid for further transplant related services and supplies, even if a third Designated Transplant Facility accepts the Covered Person for the procedure.

## **ADDITIONAL PROVISION FOR DESIGNATED TRANSPLANT FACILITIES**

### **TRAVEL EXPENSES**

If a transplant is performed at a Designated Transplant Facility and the Covered Person lives more than 50 miles from the transplant facility, the Plan will pay for the following, up to the maximum listed on the Schedule of Benefits:

- Transportation to and from the Designated Transplant Facility for:
  - The Covered Person; and
    - One or two parents of the Covered Person (if the Covered Person is a Dependent Child, as defined in this Plan); or
    - An adult to accompany the Covered Person;
- Lodging at or near the Designated Transplant Facility for the living donor, Covered Person and/or adult(s) who accompanied the Covered Person while the Covered Person is receiving transplant-related services at such Designated Transplant Facility. Lodging for purposes of this Plan does not include private residences.

Benefits shall be payable for up to one year from the date of the transplant while the Covered Person is receiving services at the Designated Transplant Facility.

Lodging reimbursement that is greater than \$50 per person per day, may be subject to IRS codes for taxable income.

### **TRANSPLANT EXCLUSIONS**

In addition to the items listed in the General Exclusions section of this SPD, benefits will NOT be provided for any of the following:

- Expenses if a Covered Person donates an organ and/or tissue and the recipient is not a Covered Person under this Plan.

- Expenses for Organ and Tissue Acquisition/Procurement and storage of cord blood, stem cells or bone marrow, unless the Covered Person has been diagnosed with a condition for which there would be Approved Transplant Services.
- Expenses for any post-transplant complications of the donor, if the donor is not a Covered Person under this Plan.
- Transplants considered Experimental, Investigational or unproven.
- Solid organ transplant in patients with carcinoma unless the carcinoma is in complete remission for five (5) years or considered cured.
- Autologous transplant (bone marrow or peripheral stem cell), or allogeneic transplant (bone marrow or peripheral stem cell) for the treatment of but not limited to:
  - Wilm's Tumor.
  - Testicular cancer.
  - Brain tumors of any kind (including but not limited to gliomas, astrocytomas, rhabdomyosarcomas, and peripheral neuroectodermal tumors).
  - Sarcomas.
  - Lung cancers.
  - Ovarian, uterine and cervical cancer.
  - Malignant melanoma and other skin cancer.
  - Cancer of the genitourinary tract including but not limited to prostate and bladder cancer.
  - Peripheral neuroepithelioma.
  - AIDS.
  - Gastrointestinal tract cancer including esophagus, gastric, small intestine, colon.
  - Cancer of the pancreas.
  - Patients with brain metastases.
  - Head and neck cancer.
  - Sickle cell anemia.
  - Immune thrombocytopenic purpura.
  - Multiple sclerosis.
- Solid organ transplantation, autologous transplant (bone marrow or peripheral stem cell) or allogeneic transplant (bone marrow or peripheral stem cell), for conditions that are not considered to meet Clinical Eligibility for Coverage and/or are not appropriate, as determined by the Plan.
- Expenses related to, or for, the purchase of any organ.

## PRESCRIPTION BENEFITS

Administered by MaxorPlus

Note: The Medicare Prescription Drug Improvement and Modernization Act of 2003 provides all Medicare eligible individuals the opportunity to obtain Prescription Drug coverage through Medicare. Medicare eligible individuals generally must pay an additional monthly premium for this coverage. Individuals may be able to postpone enrollment in the Medicare Prescription Drug coverage if their current drug coverage is at least as good as Medicare Prescription Drug coverage. If individuals decline Medicare Prescription Drug coverage and do not have coverage at least as good as Medicare Prescription Drug coverage, they may have to pay an additional monthly penalty if they change their mind and sign up later. Medicare eligible individuals should have received a Notice informing them whether their current Prescription Drug coverage provides benefits that are at least as good as benefits provided by the Medicare Prescription Drug coverage. For a copy of this notice, please contact the Plan Administrator.

### DEFINITIONS

**Generic Drug** means a Prescription Drug that has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic Drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

**Non-Participating Pharmacy** means any retail or mail order pharmacy that is not contracted by the Pharmacy Benefits Administrator and is excluded from the network of pharmacies.

**Participating Pharmacy** means any retail or mail order pharmacy that is contracted by Pharmacy Benefits Administrator to be included in a network of pharmacies at a contracted amount.

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

**Pharmacy Benefits Administrator** is an organization that manages payment for Prescriptions and services under the Plan.

**Preferred Brand** means a list of carefully selected medications that can assist in maintaining quality care for patients while helping to reduce the cost of Prescription Drug benefits under the Plan.

**Prescription Drug** means any drug that under Federal Drug Administration (FDA) or state law requires a written Prescription by a Physician or dentist or any other health care provider licensed to write Prescriptions by state law. Drugs that are available without a Prescription are considered non-legend drugs.

Drugs and medicines prescribed by a licensed Physician and dispensed by a licensed pharmacist are covered by the Plan, except as otherwise specified. Outpatient Prescription Drugs will be covered subject to the applicable Co-pay amounts and any limitations as stated in the Schedule of Benefits.

A Covered drug must meet Clinical Eligibility for Coverage, be approved for use by the Food and Drug Administration for the purpose for which it is prescribed and dispensed by a licensed pharmacist or Physician.

### PHARMACY LIMITATIONS (Maxor)

- Retail prescriptions covered under this section are limited to a thirty (30) day supply and mail service prescriptions are limited to a ninety (90) day supply of medication. Certain exceptions and restrictions may apply (ex. Amerge is limited to 6 tabs/retail Rx fill or 18 tabs/mail Rx fill).
- Prescription refills in excess of the number specified by the Physician and any refills dispensed more than one year after the Physician's order are not covered.

- The Maxor National Tiered Drug Formulary will be implemented as a guideline for Physician/practitioner prescribing.
- A prescription cannot be refilled until 75% of the medication has been used.
- Prescriptions must be filled at a MaxorPlus Provider Network Pharmacy. Prescriptions filled at non-participating pharmacies, except in cases of medical Emergency, are not covered.
- Certain medications will require prior authorization for determination of coverage. Contact your plan administrator or MaxorPlus for a current listing of drugs requiring prior authorization.

***Note: FDA approval of a drug does not guarantee inclusion as a covered item under the Prescription Drug program. Newly approved drugs may be subject to review by the Plan Sponsor before being covered or may be excluded altogether. In addition, the level of coverage for some Prescriptions may vary depending on the medication's therapeutic classification. As a result, some medications (including, but not limited to, newly approved Prescriptions) may be subject to quantity limits or may require prior authorization before being dispensed.***

***The following information is subject to change or revision due to changes within the law or uniformly applied best practices among pharmacy benefit managers. To verify the current status of a limitation or exclusion, contact MaxorPlus directly at 800-687-0707.***

For a specific up-to-date list of covered and/or excluded Prescription Drugs, contact MaxorPlus.

The following are excluded through the Prescription Drug program (this list is not all-inclusive):

- Applicable exclusions listed under General Exclusions section of this SPD.
- Prescription products if a prior authorization was necessary but not received or denied.
- Prescription products that are available over-the-counter.
- Prescription products that do not have Food and Drug Administration (FDA) approval for the purpose for which prescribed.
- All illegal drugs or supplies, even if prescribed by a duly licensed individual.
- Prescriptions that are in excess of the number of refills specified or dispensed more than one year after the order was written.
- Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation law, or any municipal, state or Federal program.
- Agents used for cosmetic purposes.
- Agents for weight loss.
- Alcohol swabs.
- Allergy serums/extracts.
- Anabolic steroids.
- Anti-wrinkle agents (i.e., Renova).
- Biologicals (immunization agents/vaccines).
- Biological sera, blood, blood factors or blood plasma.
- Contraceptives, implantable (i.e., Implanon).
- Contraceptives, devices.
- Cosmetic hair removal products (i.e., Vaniqa).
- Dental products.
- Depigmenting agents (ex. Solaquin).
- Devices, appliances, or supplies, including support garments & non-medicinal substances.
- Drugs for sexual dysfunction.
- Fertility agents.
- Fluoride supplements.
- Growth hormones.
- H2-Blockers, Rx (ex. Axid, Tagamet, Pepcid, Zantac, ranitidine).
- Hair growth stimulants.
- Homeopathic/natural legend products.
- Injectables, other than subcutaneous self-administered.
- Iron.

- Medical supplies.
- Minoxidil, topical.
- Multivitamins with or without fluoride.
- Non-legend drugs (OTC's), unless otherwise specified as included.
- Non-sedating antihistamines, Rx only (ex. Clarinex, Zyrtec, Allegra, fexofenadine).
- Nutritional supplements.
- Prenatal vitamins.
- Prescription drugs for which there is an OTC product with the same active ingredient(s).
- Proton Pump Inhibitors (PPIs), Rx only (ex. omeprazole, Nexium, Prevacid, Protonix).
- Smoking deterrents (all excluded unless specifically identified under Maxor administrative guidelines).
- Topical tretinoins (ex. Differin, Retin-A).
- Toxoids.
- Vitamins with OTC alternatives.

The Covered Person has a right to purchase an excluded product at his or her own cost if the product is excluded under this Plan.

Address any concerns/issues regarding filling scripts at a Non-Participating Pharmacy.

This Plan does not coordinate Prescription benefits.

For any Prescription Drug questions, please contact MaxorPlus at the following:

MAXORPLUS  
320 S POLK ST STE 200  
AMARILLO TX 79101  
800-687-0707

## **UTILIZATION MANAGEMENT And Other Medical Management Services**

Utilization Management is the process of evaluating whether services, supplies or treatment meet Clinical Eligibility for Coverage and are appropriate to help ensure cost-effective care. Utilization Management can eliminate unnecessary services, shorten Hospital stays, improve the quality of care, and reduce costs to the Covered Person and the Plan. The Utilization Management procedures include certain Notification requirements.

Utilization Management is the process of evaluating whether services, supplies or treatment meet Clinical Eligibility for Coverage and are appropriate to help ensure cost-effective care. Utilization Management can eliminate unnecessary services, shorten Hospital stays, improve the quality of care, and reduce costs to the Covered Person and the Plan. The Utilization Management procedures include certain Notification requirements.

**Special Note: The Covered Person will not be penalized for failure to obtain Notification if a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention would jeopardize the life or long-term health of the individual.** However, Covered Persons who received care on this basis must contact the Utilization Review Organization (see below) as soon as possible within 24 hours of the first business day after receiving care or Hospital admittance. The Utilization Review Organization will then review services provided within 48 hours of Notification.

### **UTILIZATION REVIEW ORGANIZATION**

The Utilization Review Organization is:

AVIDYN  
PO BOX 8042  
WAUSAU WI 54402-8042  
1-866-542-1108

### **DEFINITIONS**

The following terms are used for the purpose of the Utilization Management section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

**Notified or Notification** means a determination by the Utilization Review Organization on behalf of the Plan, with respect to whether a service, treatment, supply or facility is the most appropriate and cost-effective treatment for the care and treatment of an Illness or Injury and meets Clinical Eligibility for Coverage.

**Utilization Management** means an assessment of the facility in which the treatment is being provided. It also includes a formal assessment of the effectiveness, and appropriateness of health care services and treatment plans. Such assessment can be conducted on a prospective basis (prior to treatment), concurrent basis (during treatment) or retrospective basis (following treatment).

#### **Special Notes:**

This Plan complies with the Newborns and Mothers Health Protection Act. The Notification requirement is not required for Hospital or Birthing Center stays of 48 hours or less following a normal vaginal delivery or 96 hours or less following a Cesarean section. Notification may be required for stays beyond 48 hours following a vaginal delivery or 96 hours following a Cesarean section.

## SERVICES REQUIRING NOTIFICATION

Call the Utilization Review Organization **before** receiving services for the following:

- Inpatient stay in a Hospital.
- Organ and tissue transplants.
- Non-Emergency use of air ambulance.

**Note that if a Covered Person receives Notification for one facility, but then the person is transferred to another facility, Notification is also needed before going to the new facility, except in the case of an Emergency (see Special Note above).**

## PENALTIES FOR NOT OBTAINING NOTIFICATION

A non-Notification penalty is the amount that must be paid by a Covered Person who does not call for Notification prior to receiving certain services. A penalty of \$250 will be applied per admission if a Covered Person receives services but did not obtain the required Notification for:

- Inpatient stay in a Hospital.
- Organ and tissue transplants.
- Non-Emergency use of air ambulance.

**The phone number to call for Notification is listed on the back of the Plan identification card.**

Even though a Covered Person receives Notification from the Utilization Review Organization, that does not guarantee that this Plan will pay for the medical care. The Covered Person still needs to be eligible for coverage on the date services are provided. Coverage is also subject to all of the provisions described in this document.

## Other Medical Management Services

**Case Management Services** is a planned approach aimed at promoting more effective treatment for patients with serious medical problems. Avidyn's case management specialists communicate directly with the patient and the patient's attending Physician to address the specific medical or psychological needs of the patient, and to mobilize appropriate resources for patient care. Our philosophy is that quality care from the beginning of a serious illness helps avoid major complications in the future. The Covered Person can request that the Plan provide services and the Plan may also contact the Covered Person if the Plan believes case management services may be beneficial.

**NurseLine<sup>SM</sup>** is a member information service which provides information on a wide variety of topics including wellness, pregnancy, medications, surgery, diagnostic testing and medical conditions. The service is offered in partnership with OptumHealth<sup>TM</sup>.

Members are provided with 24 hour telephonic access to a nurse triage line. The nurses help members receive the right:

- care by helping members make choices about when and where to seek care,
- medication by informing members about lower cost options and appropriate use of medications and
- lifestyle by helping members adopt health behaviors for their unique situation.

## COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies whenever a Covered Person has health coverage under more than one Plan, as defined below. **It does not however, apply to prescription benefits.** The purpose of coordinating benefits is to help Covered Persons pay for Covered Expenses, but not to result in total benefits that are greater than the Covered Expenses Incurred.

The order of benefit determination rules determine which plan will pay first (Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim. The balance remaining after the Primary Plan's payment, not to exceed the Covered Person's responsibility, is the amount which will be used in determining the benefits payable under the Secondary Plan. The Deductible, Co-pays or Participation amounts, if any, will be applied before benefits are paid on the balance.

The Plan will coordinate benefits with the following types of medical or dental plans:

- Group health plans, whether insured or self-insured.
- Hospital indemnity benefits in excess of \$200 per day.
- Specified disease policies.
- Foreign health care coverage.
- Medical care components of group long-term care contracts such as skilled nursing care.
- Medical benefits under group or individual automobile policies. See order of benefit determination rules and General Exclusions: No-Fault State for details (below).
- Medical benefits under homeowner's insurance policies.
- Medicare or other governmental benefits, as permitted by law. This does not include Medicaid.

Each contract for coverage is considered a separate plan. If a plan has two parts and COB rules apply to only one of the two parts, each of the parts is treated as a separate plan. If a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be considered an allowable expense and a benefit paid.

When this Plan is secondary, and when not in conflict with a network contract requiring otherwise, covered charges shall not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Covered Person for the difference between the provider's contracted amount and the provider's regular billed charge.

### ORDER OF BENEFIT DETERMINATION RULES

The first of the following rules that apply to a Covered Person's situation is the rule to use:

- The plan that has no coordination of benefits provision is considered primary.
- When medical payments are available under motor vehicle insurance (including No-Fault policies), this Plan shall always be considered secondary regardless of the individual's election under PIP (Personal Injury Protection) coverage with the auto carrier. See General Exclusions – No-Fault State in this SPD for more details.

- The plan that covers the person as an Employee, member or subscriber (that is, other than as a Dependent) is considered primary. The Primary Plan must pay benefits without regard to the possibility that another plan may cover some expenses. This Plan will deem any Employee plan beneficiary to be eligible for primary benefits from their employer's benefit plan. Employee plan beneficiaries do not include COBRA Qualified Beneficiaries or Retirees.
- The plan that covers a person as a Dependent (or beneficiary under ERISA) is generally secondary. The plan that covers a person as a Dependent is primary only when both plans agree that COBRA or state continuation coverage should always pay secondary when the person who elected COBRA is covered by another plan as a Dependent (see continuation coverage below). (Also see the section on Medicare, below, for exceptions).
- If one or more plans cover the same person as a Dependent Child:
  - The Primary Plan is the plan of the parent whose birthday is earlier in the year if:
    - The parents are married; or
    - The parents are not separated (whether or not they have been married); or
    - A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.
    - If both parents have the same birthday, the plan that covered either of the parents longer is primary.
  - If the specific terms of a court decree state that one of the parents is responsible for the Child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary.
  - If the parents are not married and reside separately, or are divorced or legally separated, the order of benefits is:
    - The plan of the custodial parent;
    - The plan of the spouse of the custodial parent;
    - The plan of the non-custodial parent; and then
    - The plan of the spouse of the non-custodial parent.
- Active or Inactive Employee: If an individual is covered under one plan as an active employee (or Dependent of an active employee), and is also covered under another plan as a retired or laid off employee (or Dependent of a retired or laid off employee), the plan that covers the person as an active employee (or Dependent of an active employee) will be primary.
- Continuation coverage under COBRA or state law: If a person has elected continuation of coverage under COBRA or state law and also has coverage under another plan, the continuation coverage is secondary. This is true even if the person is enrolled in another plan as a Dependent. If the two plans do not agree on the order of benefits, this rule is ignored. (See exception in the Medicare section.)
- Longer or Shorter Length of Coverage: The plan that covered the person as an employee, member, subscriber or retiree longer is primary.
- If an active Employee is on leave due to active duty in the military in excess of 30 days, the plan that covers the person as an active Employee, member or subscriber is considered primary.
- If the above rules do not determine the Primary Plan, the Covered Expenses can be shared equally between the plans. This Plan will not pay more than it would have paid, had it been primary.

## MEDICARE

If You or Your covered spouse or Dependent is also receiving benefits under Medicare, including Medicare Prescription drug coverage, federal law may require this Plan to be primary over Medicare. When this Plan is not primary, the Plan will coordinate benefits with Medicare.

The order of benefit determination rules determine which plan will pay first (Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim. The balance remaining after the Primary Plan's payment, not to exceed the Covered Person's responsibility, is the amount which will be used in determining the benefits payable under the Secondary Plan. The Deductible, Co-pays or Participation amounts, if any, will be applied before benefits are paid on the balance.

When this Plan is not Primary and a Covered Person is receiving Part A Medicare but has chosen not to elect Part B, this Plan will reduce its payments on Part B services as though Part B Medicare was actually in effect.

### ORDER OF BENEFIT DETERMINATION RULES FOR MEDICARE

This Plan complies with the Medicare Secondary Payer regulations. Examples of these regulations are as follows:

- This Plan generally has primary responsibility to pay claims before Medicare under the following circumstances:
  - You continue to be actively employed by the employer and You or Your covered spouse becomes eligible for and enrolls in Medicare because of age or disability.
  - You continue to be actively employed by the employer, Your covered spouse becomes eligible for and enrolls in Medicare, and is also covered under a retiree plan through Your spouse's former employer. In this case, this Plan will be primary for You and Your covered spouse, Medicare pays second, and the retiree plan would pay last.
  - For a Covered Person with End-Stage Renal Disease (ESRD), this Plan usually has primary responsibility for the claims of a Covered Person for 30 months from the date of Medicare eligibility based on ESRD. The 30-month period can also include COBRA continuation coverage or another source of coverage. At the end of the 30 months, Medicare becomes the primary payer.
- Medicare generally pays first (has primary responsibility) under the following circumstances:
  - You are no longer actively employed by an employer; and
  - You or Your spouse has Medicare coverage due to Your age, plus You also have COBRA continuation coverage through the Plan; or
  - You or a covered family member has Medicare coverage based on a disability, plus You also have COBRA continuation coverage through the Plan. Medicare normally pays first, however an exception is that COBRA may pay first for Covered Persons with End-Stage Renal Disease until the end of the 30-month period; or
  - You or Your covered spouse have retiree coverage plus Medicare coverage; or
  - Upon completion of 30 months of Medicare eligibility for an individual with ESRD, Medicare becomes the primary payer. (Note that if a person with ESRD was eligible for Medicare based on age or other disability **before** being diagnosed with ESRD and Medicare was previously paying primary, then the person can continue to receive Medicare benefits on a primary basis).

- Medicare is the secondary payer when no-fault insurance, worker's compensation, or liability insurance is available as primary payer.

Note: If a Covered Person is eligible for Medicare as the primary plan, all benefits from this Plan will be reduced by the amount Medicare would pay, regardless of whether the Covered Person is enrolled in Medicare.

#### **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan may obtain the information it needs from or provide such information to other organizations or persons for the purpose of applying those rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. The Plan need not tell, or obtain the consent of, any person to do this. Each person claiming benefits under this Plan must provide the Plan any information it needs to apply those rules and determine benefits payable.

#### **REIMBURSEMENT TO THIRD PARTY ORGANIZATION**

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

#### **RIGHT OF RECOVERY**

If the amount of the payments made by the Plan is more than it should have paid under this COB provision, the Plan may recover the excess from one or more of the persons it paid or for whom the Plan has paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Person.

## RIGHT OF SUBROGATION, REIMBURSEMENT AND OFFSET

This Plan is designed to cover You and Your Dependent(s) with health benefits. This Plan is not intended to serve as a supplement to, or replacement for, any payments or benefits You or Your Dependent(s) have or may recover when charges are Incurred as the result of an Accident, Illness, Injury or other medical condition caused by an act or omission of any Other Party. Benefits under this Plan are reduced or excluded subject to the terms and conditions of this Subrogation, Reimbursement and Offset Provision anytime there is an Other Party who is liable or responsible (legally or voluntarily) to make payments in relation to the Accident, Illness or Injury.

For purposes of this section, **Other Party** is defined to include, but is not limited to, the following:

- The party or parties that caused the Accident, Illness, Injury or other medical condition;
- The insurer or other indemnifier of the party or parties who caused the Accident, Illness, Injury or other medical condition;
- The Covered Person's own insurer including, but not limited to, uninsured motorist, underinsured motorist, medical payment, no-fault insurers or home-owner's insurance;
- A worker's compensation or school insurer;
- Any other person, entity, policy or plan that is liable or legally responsible to make payments in relation to the Accident, Illness, Injury or other medical condition.

For purposes of this section, **Recovery** is defined to include, but is not limited to, any amount paid or payable by an Other Party through a settlement, judgment, mediation, arbitration, or other means in connection with an Accident, Injury or Illness.

If the Covered Person and/or his or her Dependent(s) have the legal right to seek a Recovery from such Other Party, benefits will only be payable if You and Your Dependents agree to the following:

- That the Plan is subrogated to all rights the Covered Person may have, and You and Your Dependents acknowledge that the Plan will have a first priority lien and right of recovery, on any Recovery received from any Other Party as a result of an Accident, Illness, Injury or other medical condition caused by an act or omission of the Other Party. Any Covered Person accepting benefits from the Plan assigns from any such Recovery an amount equal to the benefits paid by the Plan. A Covered Person further agrees that notice of this assignment presented to the Covered Person's attorney and/or insurance company or Other Party responsible for payment of the damages is binding on the party receiving such notice.
- That the Covered Person, or their legal representative, shall notify the Plan of any claim or potential claim the Covered Person and/or their Dependent(s) have against any Other Party within 30 days of the act which gives rise to such claim. That, if requested, the Covered Person or his or her Dependent(s) or legal representative shall supply the Plan with any information that is reasonably necessary to protect the Plan's subrogation interests.
- If an act or omission of an Other Party causing an Accident, Illness or Injury results in payments being made under the Plan, that neither the Covered Person nor their Dependent(s) do anything that would prejudice the Plan's rights to recover payments.

- That, if requested, the Covered Person shall execute documents (including a lien agreement) and deliver instruments and papers and do whatever else is necessary to protect the Plan's rights. Such documents may require the Covered Person to direct their attorney (and other representatives) in writing to retain separately from any Recovery that the attorney or representative receive on the Covered Person's behalf an amount of money sufficient to reimburse the Plan as required by such agreement and to pay such money to the Plan. Failure or refusal to execute such documents or agreements or to furnish information does not preclude the Plan from exercising its right to Subrogation or obtaining full reimbursement. In the event the Covered Person does not sign or refuses to sign such an agreement, the Plan has no obligation to make any payment for any treatment required as a result of the act or omission of any Other Party, such agreement is expressly incorporated in this Plan and will be provided to the Covered Person at anytime upon request.
- The Plan is also granted a right of reimbursement from the proceeds of any Recovery obtained or that may be obtained by the Covered Person. This right of reimbursement runs concurrent with and is not necessarily exclusive of the Plan's subrogation and lien rights described above. A Covered Person shall promptly convey to the Plan any amounts received from any Recovery for the reasonable value of the medical benefits advanced by the Plan or provided by the Plan to the Covered Person.
- In the event that the Covered Person fails to cooperate with the Plan or fails to comply with the terms of this provision, the Plan may offset or otherwise reduce present or future benefits otherwise payable to the Covered Person or their Spouse or Dependent under the terms of the Plan. Moreover, in the event that a Covered Person fails to cooperate with the Plan, the Covered Person shall be responsible for any and all costs Incurred by the Plan in enforcing its rights, including but not limited to attorney's fees.
- That the Plan has a right to recover, through subrogation, reimbursement, offset or through any other available means, the following:
  - Any amount from the first dollar, that the Covered Person or any other person or organization on behalf of the Covered Person is entitled to receive as a result of the Accident, Illness, Injury or other medical condition, to the full extent of benefits paid or provided by the Plan; and
  - Any overpayments made directly to providers on behalf of the Covered Person for the Accident, Illness, Injury or other medical condition.
- That the Plan's rights under this section shall be in first priority, to the full extent of any and all benefits paid or payable under the Plan, and will not be reduced due to the Covered Person's own negligence or due to the Covered Person not being made whole.
- That the Covered Person shall be solely responsible for all expenses of recovery from any Other Party, including but not limited to all attorney's fees and costs, which amounts will not reduce the amount of reimbursement payable to the Plan under the operation of any common fund doctrines.
- That the Plan will not pay any fees or costs associated with any claim or lawsuit without the Plan's express written consent in advance.
- That the Covered Person or their legal representative or Legal Guardian, shall be considered a constructive trustee with respect to any Recovery received or that may be received from any Other Party in consideration of an Accident, Illness, Injury or other medical condition for which they have received benefits. Any such funds will be held in trust until the Plan's lien is satisfied.
- The Plan's rights apply to the Covered Person, to the spouse and Dependent(s) of a Covered Person, COBRA beneficiaries, and any other person who may recover on behalf of a participant, including the Covered Person's estate.

- That the Plan reserves the right to independently pursue and recover paid benefits.
- The Plan's Subrogation, Reimbursement and Offset provisions apply to a Recovery obtained by the Covered Person in connection with an Accident, Injury or Illness without regard to the description, name or label applied to the Recovery.

## GENERAL EXCLUSIONS

Exclusions, including complications from excluded items are not considered Covered Benefits under this Plan and will not be considered for payment as determined by the Plan.

The Plan does not pay for Expenses Incurred for the following unless otherwise stated below. The Plan does not apply exclusions based upon the source of the Injury to treatment listed in the Covered Medical Benefits section when the Plan has information that the Injury is due to a medical condition (including both physical and mental health conditions) or domestic violence.

1. **Abortions (Elective):** Unless a Physician states in writing that:
  - The mother's life would be in danger if the fetus were to be carried to term, or
  - Abortion is medically indicated due to complications with the pregnancy.
2. **Acts Of War:** Injury or Illness caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.
3. **Acupuncture Treatment.**
4. **Alternative / Complimentary Treatment** includes: Treatment, services or supplies for holistic or homeopathic medicine, hypnosis or other alternate treatment that is not accepted medical practice as determined by the Plan.
5. **Appointments Missed:** An appointment the Covered Person did not attend.
6. **Aquatic Therapy** unless provided by a Qualified physical therapist.
7. **Assistance With Activities Of Daily Living.**
8. **Assistant Surgeon Services**, unless determined to meet the Clinical Eligibility for Coverage by the Plan.
9. **Augmentation Communication Devices** and related instruction or therapy.
10. **Autism Services** for treatment of autism after diagnosis.
11. **Before Enrollment And After Termination:** Services, supplies or treatment rendered before coverage begins under this Plan, or after coverage ends, are not covered.
12. **Bereavement Counseling.**
13. **Biofeedback Services.**
14. **Blood:** Blood donor expenses.
15. **Blood Pressure Cuffs / Monitors.**
16. **Cardiac Rehabilitation** beyond Phase II including self-regulated physical activity that the Covered Person performs to maintain health that is not considered to be a treatment program.
17. **Chelation Therapy**, except in the treatment of conditions considered to meet the Clinical Eligibility for Coverage, medically appropriate and not Experimental or Investigational for the medical condition for which the treatment is recognized.
18. **Chiropractic Treatment.**

19. **Claims** received later than 12 months from the date of service.
20. **Contraceptive Products** unless covered elsewhere in this document.
21. **Cosmetic Treatment, Cosmetic Surgery**, or any portion thereof, unless the procedure is otherwise listed as a Covered Benefit.
22. **Counseling Services** in connection with financial or marriage counseling.
23. **Court-Ordered:** Any treatment or therapy which is court-ordered, ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this Plan. This Plan does not cover the cost of classes ordered after a driving while intoxicated conviction or other classes ordered by the court.
24. **Criminal Activity:** Illness or Injury resulting from taking part in the commission of an assault or battery (or a similar crime against a person) or a felony. The Plan shall enforce this exclusion based upon reasonable information showing that this criminal activity took place.
25. **Custodial Care** as defined in the Glossary of Terms of this SPD.
26. **Dental Services:**
  - The care and treatment of teeth, gums or alveolar process or for dentures, appliances or supplies used in such care or treatment, or drugs prescribed in connection with dental care. This exclusion does not apply to Hospital charges including professional charges for X-ray, lab and anesthesia, or for charges for treatment of injuries to natural teeth, including replacement of such teeth with dentures, or for setting of a jaw which was fractured or dislocated in an Accident.
  - Injuries or damage to teeth, natural or otherwise, as a result of or caused by the chewing of food or similar substances.
  - Dental implants including preparation for implants.
27. **Duplicate Services And Charges Or Inappropriate Billing** including the preparation of medical reports and itemized bills.
28. **Education:** Charges for education, special education, job training, music therapy and recreational therapy, whether or not given in a facility providing medical or psychiatric care. This exclusion does not apply to self-management education programs for diabetics.
29. **Environmental Devices:** Environmental items such as but not limited to, air conditioners, air purifiers, humidifiers, dehumidifiers, furnace filters, heaters, vaporizers or vacuum devices.
30. **Examinations:** Examinations for employment, insurance, licensing or litigation purposes
31. **Excess Charges:** Charges or the portion thereof which are in excess of the Usual and Customary charge, the Negotiated Rate or fee schedule.
32. **Experimental Or Investigational:** Services, supplies, medicines, treatment, facilities or equipment which the Plan determines are Experimental or Investigational, including administrative services associated with Experimental or Investigational treatment.
33. **Extended Care:** Any Extended Care Facility Services which exceed the appropriate level of skill required for treatment as determined by the Plan.
34. **Family Planning:** Consultation for family planning.
35. **Fitness Programs:** General fitness programs, exercise programs, exercise equipment and health club memberships, or other utilization of services, supplies, equipment or facilities in connection with weight control or body building.

36. **Foot Care (Podiatry):** Routine foot care.
37. **Genetic Counseling Or Testing** due to family history.
38. **Hazardous Recreational Activity:** Injuries or Illness related to hazardous recreational activities, unless the Injuries or Illness are caused primarily as a result of other medical conditions not related to the hazardous recreational activities, or to domestic violence.
39. **Home Births** and associated costs.
40. **Home Modifications:** Modifications to Your home or property such as but not limited to, escalator(s), elevators, saunas, steambaths, pools, hot tubs, whirlpools, or tanning equipment, wheelchair lifts, stair lifts or ramps.
41. **Infant Formula** not administered through a tube as the sole source of nutrition for the Covered Person.
42. **Infertility Treatment:**
- Fertility tests.
  - Tests and exams done to prepare for induced conception.
  - Surgical reversal of a sterilized state which was a result of a previous surgery.
  - Sperm enhancement procedures.
  - Direct attempts to cause pregnancy by any means including, but not limited to hormone therapy or drugs.
  - Artificial insemination; In vitro fertilization; Gamete Intrafallopian Transfer (GIFT), or Zygote Intrafallopian Transfer (ZIFT).
  - Embryo transfer.
  - Freezing or storage of embryo, eggs or semen.
  - Drugs.
  - Genetic testing.
43. **Intoxication:** Injury that occurs while the Covered Person is under the influence of an intoxicant or has a blood alcohol level while driving, that would meet or exceed the definition of intoxication as set forth in the state where the Injury or Accident occurred. The Plan shall enforce this exclusion based upon available reasonable information.
44. **Lamaze Classes** or other child birth classes.
45. **Learning Disability:** Special education, remedial reading, school system testing and other rehabilitation treatment for a Learning Disability. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to Plan provisions.
46. **Liposuction** regardless of purpose.
47. **Maintenance Therapy:** Such services are excluded if, based on medical evidence, treatment or continued treatment could not be expected to resolve or improve the condition, or that clinical evidence indicates that a plateau has been reached in terms of improvement from such services.
48. **Mammoplasty Or Breast Augmentation** unless covered elsewhere in this document.
49. **Massage Therapy** unless provided by a Qualified physical therapist.
50. **Maternity Costs** for Covered Persons other than the Employee or spouse.
51. **Maximum Benefit.** Charges in excess of the Maximum Benefit allowed by the Plan.

52. **Military:** A Military related Illness or Injury to a Covered Person on active military duty, unless payment is legally required.
53. **Nocturnal Enuresis Alarm** (Bed wetting).
54. **No-Fault State:** Benefits are not payable under this Plan for any Illness or Injury received in an Accident involving a car or other motor vehicle for Covered Persons who are residents of a no-fault state and eligible for benefits under the no-fault motor vehicle law, until such time as the benefits under no-fault have been exhausted.
55. **Non-Custom-Molded Shoe Inserts.**
56. **Non-Professional Care:** Medical or surgical care that is not performed according to generally accepted professional standards, or that is provided by a provider acting outside the scope of his or her license.
57. **Not Determined To Meet The Clinical Eligibility For Coverage:** Services, supplies, treatment, facilities or equipment which the Plan determines do not meet the guidelines for Clinical Eligibility for Coverage.
58. **Nutrition Counseling** unless covered elsewhere in this SPD.
59. **Nutritional Supplements, Vitamins And Electrolytes** prescribed by a Physician and administered through enteral feedings.
60. **Orthognathic, Prognathic And Maxillofacial Surgery.**
61. **Over-The-Counter Medication, Products, Supplies Or Devices** unless covered elsewhere in this SPD.
62. **Panniculectomy / Abdominoplasty** unless determined by the Plan to meet Clinical Eligibility for Coverage.
63. **Personal Comfort:** Services or supplies for personal comfort or convenience, such as but not limited to private room, television, telephone and guest trays.
64. **Pharmacy Consultations.** Charges for or relating to consultative information provided by a pharmacist regarding a prescription order, including but not limited to information relating to dosage instruction, drug interactions, side effects, and the like.
65. **Pre-Existing Conditions** exclusions, as specified in the Pre-Existing Conditions Exclusion section.
66. **Reconstructive Surgery** performed only to achieve a normal or nearly normal appearance, or any portion thereof, as determined by the Plan, unless covered elsewhere in this SPD.
67. **Return To Work / School:** Telephone or Internet consultations or completion of claim forms or forms necessary for the return to work or school.
68. **Reversal Of Sterilization:** Procedures or treatments to reverse prior voluntary sterilization.
69. **Room And Board Fees** when surgery is performed other than at a Hospital or Surgical Center.
70. **Self-Administered Services** or procedures that can be done by the Covered Person without the presence of medical supervision.
71. **Self-Inflicted** unless due to a medical condition (physical or mental) or domestic violence.

72. **Services At No Charge Or Cost:** Services which the Covered Person would not be obligated to pay in the absence of this Plan or which are available to the Covered Person at no cost, or which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense code, or as required by law.
73. **Services** that should legally be provided by a school.
74. **Services Provided By A Close Relative.** See Glossary of Terms of this SPD for definition of Close Relative.
75. **Sex Therapy.**
76. **Sexual Function:** Diagnostic Services, non-surgical and, surgical procedures and Prescription drugs (unless covered under the Prescription Benefits Section in this SPD) in connection with treatment for male or female impotence.
77. **Sex Transformation:** Treatment, drugs, medicines, services and supplies for, or leading to, sex transformation surgery.
78. **Standby Surgeon Charges.**
79. **Subrogation.** Charges for Illness or Injuries suffered by a Covered Person due to the action or inaction of any third party if the Covered Person fails to provide information as specified in the Subrogation section. See the Subrogation section for more information.
80. **Surrogate Motherhood Or Gestational Carrier Services** including any services or supplies provided in connection with a surrogate pregnancy and maternity charges Incurred by a Covered Person acting as a surrogate mother.
81. **Taxes:** Sales taxes, shipping and handling unless covered elsewhere in this SPD.
82. **Telemedicine - Telephone Or Internet Consultations:** Consultations made by a Covered Person to a Physician.
83. **Third Party Liabilities:** Any Covered Expenses to the extent of any amount received from others for the bodily injuries or losses which necessitate such benefits. "Amounts received from others" specifically include, without limitation, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile medical payments, and homeowner's insurance.
84. **Tobacco Addiction:** Services, treatment or supplies related to addiction to or dependency on nicotine.
85. **Transportation:** Transportation services which are solely for the convenience of the Covered Person, the Covered Person's Close Relative, or the Covered Person's Physician.
86. **Travel:** Travel costs, whether or not recommended or prescribed by a Physician, unless authorized in advance by the Plan.
87. **Vision Care** unless covered elsewhere in this SPD.
88. **Vitamins, Minerals And Supplements,** even if prescribed by a Physician, except for Vitamin B-12 injections that are prescribed by a Physician and meet Clinical Eligibility for Coverage.
89. **Vocational Services:** Vocational and educational services rendered primarily for training or education purposes. This Plan also excludes work hardening, work conditioning and industrial rehabilitation services rendered for Injury prevention education or return-to-work programs.

90. **Weekend Admissions** to Hospital confinement (admission taking place after 3:00 p.m. on Friday or before noon on Sunday) are not eligible for reimbursement under the Plan, unless the admission is deemed an Emergency, or for care related to pregnancy that is expected to result in childbirth.
91. **Weight Control:** Treatment, services or surgery for weight control, whether or not prescribed by a Physician or associated with an Illness. This does not include specific services for Morbid Obesity as listed in the Covered Medical Benefits section of this SPD.
92. **Wigs, Toupees, Hairpieces, Hair Implants Or Transplants Or Hair Weaving,** or any similar item for replacement of hair regardless of the cause of hair loss unless covered elsewhere in this SPD.
93. **Worker's Compensation:** An Illness or Injury arising out of or in the course of any employment for wage or profit including self-employment, for which the Covered Person was or could have been entitled to benefits under any Worker's Compensation, U.S. Longshoremen and Harbor Worker's or other occupational disease legislation, policy or contract, whether or not such policy or contract is actually in force.

**The Plan does not limit a Covered Person's right to choose his or her own medical care.** If a medical expense is not a Covered Benefit, or is subject to a limitation or exclusion, a Covered Person still has the right and privilege to receive such medical service or supply at the Covered Person's own personal expense.

## CLAIMS AND APPEAL PROCEDURES

### REASONABLE AND CONSISTENT CLAIMS PROCEDURES

The Plan's claims procedures are designed to ensure and verify that claim determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

### TYPE OF CLAIMS AND DEFINITIONS

- **Pre-Service Claim needing notification as required by the Plan and stated in this SPD.** This is a claim for a benefit where the Covered Person is required to get approval from the Plan **before** obtaining the medical care such as in the case of notification of health care items or service that the Plan requires. If a Covered Person or provider calls the Plan just to find out if a claim will be covered, that is not a Pre-Service Claim, unless the Plan and this SPD specifically require the person to call for notification. Obtaining notification does not guarantee that the Plan will ultimately pay the claim.

**Note that this Plan does not require notification for urgent or Emergency care claims;** however Covered Persons may be required to notify the Plan following stabilization. Please refer to the Utilization Management section of this SPD for more details. A condition is considered to be an urgent or Emergency care situation if it could seriously jeopardize the person's life, health or ability to regain maximum function, or if, in the opinion of a Physician who has knowledge of the person's medical condition, would subject the person to severe pain that could not be adequately managed without the treatment or care being requested.

- **Post-Service Claim** means a claim that involves payment for the cost of health care that has already been provided.
- **Concurrent Care Claim** means that an ongoing course of treatment to be provided over a period of time or for a specified number of treatments has been approved by the Plan.

### AUTHORIZED REPRESENTATIVE

**Authorized Representative** means a person (or provider) who can contact the Plan on the Covered Person's behalf to help with claims, appeals or other benefit issues. Minor Dependents must have the signature of a parent or Legal Guardian in order to appoint a third party as an Authorized Representative.

If a Covered Person chooses to use an Authorized Representative, the Covered Person must submit a written letter to the Plan stating the following: The name of the Authorized Representative, the date and duration of the appointment and any other pertinent information. In addition, the Covered Person must agree to grant their Authorized Representative access to their Protected Health Information. This letter must be signed by the Covered Person to be considered official.

### PROCEDURES FOR SUBMITTING CLAIMS

Most providers will accept assignment and coordinate payment directly with the Plan on the Covered Person's behalf. If the provider will not accept assignment or coordinate payment directly with the Plan, then the Covered Person will need to send the claim to the Plan within the timelines discussed below in order to receive reimbursement. The address for submitting medical claims is on the back of the group health identification card.

Covered Persons who receive services in a country other than the United States are responsible for ensuring the Provider is paid. If the Provider will not coordinate payment directly with the Plan, the Covered Person will need to pay the claim up front and then submit the claim to the Plan for reimbursement. The Plan will reimburse Covered Persons for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Covered Person paid the claim, or on the date of service if paid date is not known.

A complete claim should include the following information:

- Covered Person/patient ID number, name, sex, date of birth, Social Security number, address, and relationship to Employee
- Authorized signature from the Covered Person
- Diagnosis
- Date of service
- Place of service
- Procedures, services or supplies (narrative description)
- Diagnosis
- Charges for each listed service
- Number of days or units
- Patient account number (if applicable)
- Total billed charges
- Provider billing name, address, telephone number
- Provider Taxpayer Identification Number (TIN)
- Signature of provider
- Billing provider
- Any information on other insurance (if applicable)
- Whether the patient's condition is related to employment, auto accident, or other accident (if applicable)
- Assignment of benefits (if applicable)

## **PROOF OF LOSS**

Covered Persons are responsible for ensuring that complete claims are submitted to the Third Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. A complete claim means that the Plan has all information that is necessary to process the claim. Claims received after the proof of loss period will not be allowed.

## **INCORRECTLY FILED CLAIMS** (Applies to Pre-Service Claims only)

If a Covered Person or Authorized Representative does not properly follow the Plan's procedures for requesting notification, the Plan will notify the person to explain proper procedures within five calendar days following receipt of a Pre-Service Claim request. The notice will usually be oral, unless written notice is requested by the Covered Person or Authorized Representative.

## **HOW HEALTH BENEFITS ARE CALCULATED**

When UMR receives a claim for services that have been provided to a Covered Person, it will determine if the service is a Covered Benefit under this group health Plan. If it is not a Covered Benefit, the claim will be denied and the Covered Person will be responsible for paying the provider for these costs. If it is a Covered Benefit, UMR will establish the allowable payment amount for that service, in accordance with the provisions of this SPD.

Claims for Covered Benefits are paid according to an established fee schedule, a Negotiated Rate for certain services, or as a percentage of the Usual and Customary fees.

**Fee Schedule:** Providers are paid the lesser of the billed amount or the maximum fee schedule for the particular covered service, minus any Deductible, Plan Participation rate, Co-pay or penalties that the Covered Person is responsible for paying.

**Negotiated Rate:** On occasion, UMR will negotiate a payment rate with a provider for a particular covered service such as transplant services, Durable Medical Equipment, Extended Care Facility treatment or other services. The Negotiated Rate is what the Plan will pay to the provider, minus any Co-pay, Deductible, Plan Participation rate or penalties that the Covered Person is responsible for paying.

**Usual and Customary (U&C)** is the amount that is usually charged by health care providers in the same geographical area (or greater area, if necessary) for the same services, treatment or materials. An industry fee file is used to determine U&C fee allowances. The U&C level is at the 85<sup>th</sup> percentile, see surgery and assistant surgeon under the Covered Benefits for exceptions related to multiple procedures. As it relates to charges made by a network provider, the term Usual and Customary means the Negotiated Rate as contractually agreed to by the provider and network (see above). A global package includes the services that are a necessary part of a procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

## **NOTIFICATION OF BENEFIT DETERMINATION**

If a claim is submitted by a Covered Person or a provider on behalf of a Covered Person and the Plan does not completely cover the charges, the Covered Person will receive an Explanation of Benefits (EOB) form that will explain how much the Plan paid toward the claim, and how much of the claim is the Covered Person's responsibility due to cost-sharing obligations, non-covered benefits, penalties or other Plan provisions. Please check the information on each EOB form to make sure the services charged were actually received from the provider and that the information appears correct. For any questions or concerns about the EOB form, please feel free to call the Plan at the number listed on the EOB or on the back of the group health identification card. The provider will receive a similar form on each claim that is submitted.

## **TIMELINES FOR INITIAL BENEFIT DETERMINATION**

UMR will process claims within the following timelines, although the Covered Person may voluntarily extend these timelines:

- **Pre-Service Claim:** A decision will be made within 15 calendar days following receipt of a claim request, but the Plan can have an extra 15-day extension, when necessary for reasons beyond the control of the Plan, if written notice is given to The Covered Person within the original 15-day period.
- **Post-Service Claims:** Claims will be processed within 30 calendar days, but the Plan can have an additional 15-day extension, when necessary for reasons beyond the control of the Plan, if written notice is provided to The Covered Person within the original 30-day period.
- **Concurrent Care Claims:** If the Plan is reducing or terminating benefits before the end of the previously approved course of treatment, the Plan will notify The Covered Person prior to the coverage for the treatment ending or being reduced.

A claim is considered to be filed when the claim for benefits has been submitted to UMR for formal consideration under the terms of this Plan.

**Determination Period On Hold:** At the Plan's discretion, the time period that the Plan has to decide a claim may be put on hold ("tolled") when additional information is necessary from the Covered Person to process the claim. When claims information is missing, a notice requesting the necessary information may be sent to the Covered Person. The Covered Person then has 45 calendar days within which to provide the missing information.

If the Covered Person does not provide needed information to the Plan within 45 calendar days of the date on the notice, the Plan may make a decision on the claim based upon the information it has at that time, which may result in a denial or partial denial. The Covered Person will be fully responsible for payment of expenses not covered because of a denied or partially denied claim.

## CIRCUMSTANCES CAUSING LOSS OR DENIAL OF PLAN BENEFITS

Claims can be denied for any of the following reasons:

- Termination of Your employment.
- Covered Person is no longer eligible for coverage under the health Plan.
- Charges Incurred prior to the Covered Person's Effective Date or following termination of coverage.
- Covered Person reached the Maximum Benefit under this Plan.
- Amendment of group health Plan.
- Termination of the group health Plan.
- Employee, Dependent or provider did not respond to a request for additional information needed to process the claim or appeal.
- Application of Coordination of Benefits.
- Enforcement of subrogation.
- Services are not a Covered Benefit under this Plan.
- Services do not meet Clinical Eligibility for Coverage.
- Failure to have required services certified before receiving services.
- Misuse of the Plan identification card or other fraud.
- Failure to pay premiums if required.
- Employee or Dependent is responsible for charges due to Deductible, Plan Participation obligations or penalties.
- Application of the Usual and Customary fee limits, fee schedule or Negotiated Rates.
- Incomplete or inaccurate claim submission.
- Application of utilization review.
- Experimental or Investigational procedure.
- Other reasons as stated elsewhere in this SPD.

### ADVERSE BENEFIT DETERMINATION (DENIED CLAIMS)

**Adverse Benefit Determination** means a denial, reduction or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

If a claim is being denied in whole or in part, and the Covered Person will owe any amount to the provider, the Covered Person will receive an initial claim denial notice, usually referred to as an Explanation of Benefits (EOB) form, within the timelines described above. The EOB form will:

- Explain the specific reasons for the denial.
- Provide a specific reference to pertinent Plan provisions on which the denial was based.
- Provide a description of any material or information that is necessary for the Covered Person to perfect the claim, along with an explanation of why such material or information is necessary, if applicable.
- Provide appropriate information as to the steps the Covered Person can take to submit the claim for appeal (review).
- If an internal rule or guideline was relied upon, or if the denial was based on not meeting Clinical Eligibility for Coverage or Experimental treatment, the Plan will notify the Covered Person of that fact. The Covered Person has the right to request a copy of the rule/guideline or clinical criteria that was relied upon, and such information will be provided free of charge.

## APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS

If a Covered Person disagrees with the denial of a claim, the Covered Person or his/her Authorized Representative can request that the Plan review its initial determination by submitting a written request to the Plan as described below. An appeal filed by a provider on the Covered Person's behalf is not considered an appeal under the Plan unless the provider is an Authorized Representative.

**First Level of Appeal:** This is a **mandatory** appeal level. The Covered Person must exhaust the following internal procedures before any outside action is taken.

- Covered Persons must file the appeal within 180 days of the date they received the EOB form from the Plan showing that the claim was denied. The Plan will assume that Covered Persons received the EOB form five days after the Plan mailed the EOB form.
- Covered Persons or their Authorized Representative will be allowed reasonable access to review or copy pertinent documents, at no charge.
- Covered Persons may submit written comments, documents, records and other information relating to the claim to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The review will take into account all comments, documents, records and other information submitted that relates to the claim. This would include comments, documents, records and other information that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision and are not under the supervision of the person who originally denied the claim.
- If the benefit denial was based in whole or in part on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision, nor be supervised by the health care professional who was involved. If the Plan has obtained medical or vocational experts in connection with the claim, they will be identified upon the Covered Person's request, regardless of whether the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, Covered Persons will receive written notification letting them know if the claim is being approved or denied. The notification will provide Covered Persons with the information outlined under the Adverse Benefit Determination section above. It will also notify them of their right to file suit under ERISA after they have completed all mandatory appeal levels described in this SPD.

**Second Level of Appeal:** This is a **voluntary** appeal level. The Covered Person is not required to follow this internal procedure before taking outside legal action.

- Covered Persons who are not satisfied with the decision following the first appeal, have the right to appeal the denial a second time.
- Covered Persons or their Authorized Representative must submit a written request for a second review within 60 calendar days following the date received the Plan's decision regarding the first appeal. The Plan will assume that Covered Persons received the determination letter regarding the first appeal five days following the date the Plan sends the determination letter.
- Covered Persons may submit written comments, documents, records and other pertinent information to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a second review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The second review will take into account all comments, documents, records and other information submitted that relates to the claim that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision or the first appeal, and are not under the supervision of those individuals.

- If the benefit denial was based in whole or in part on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision or first appeal, nor be supervised by the health care professional who was involved. If the Plan has obtained medical or vocational experts in connection with the claim, they will be identified upon the Covered Person's request, regardless of whether the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting them know if the claim is being approved or denied. The notification will provide the Covered Person with the information outlined under the Adverse Benefit Determination section above. It will also notify them of their right to file suit under ERISA after they have completed all mandatory appeal levels described in this SPD.

Regarding the above voluntary appeal level, the Plan agrees that any statutory limitations that are applicable to pursuing the claim in court will be put on hold during the period of this voluntary appeal process. The voluntary appeal process is available only after the Covered Person has followed the mandatory appeal level as required above. This Plan also agrees that it will not charge the Covered Person a fee for going through the voluntary appeal process, and it will not assert a failure to exhaust administrative remedies if a Covered Person elects to pursue a claim in court before following this voluntary appeal process. A Covered Person's decision about whether to submit a benefit dispute through this voluntary appeal level will have no effect on their rights to any other benefits under the Plan. For any questions regarding the voluntary level of appeal including applicable rules, a Covered Person's right to representation (Authorized Representative) or other details, please contact the Plan. Refer to the ERISA Statement of Rights section of this SPD for details on a Covered Person's additional rights to challenge the benefit decision under section 502(a) of ERISA.

**Appeals should be sent within the prescribed time period as stated above to:**

Send Medical appeals to  
 UMR  
 CLAIMS APPEAL UNIT  
 PO BOX 8086  
 WAUSAU WI 54402-8086

Send Pharmacy appeals to:  
 MAXORPLUS  
 320 S POLK ST STE 200  
 AMARILLO TX 79101

**TIME PERIODS FOR MAKING DECISION ON APPEALS**

After reviewing a claim that has been appealed, the Plan will notify the Covered Person of its decision within the following timeframes, although Covered Persons may voluntarily extend these timelines:

The timelines below will only apply to the mandatory appeal level. The voluntary appeal level will not be subject to specific timelines.

- Pre-Service Claim: Within a reasonable period of time appropriate to the medical circumstances but no later than 30 calendar days after the Plan receives the request for review.
- Post-Service Claim: Within a reasonable period of time but no later than 60 calendar days after the Plan receives the request for review.
- Concurrent Care Claims: Before treatment ends or is reduced.

**LEGAL ACTIONS FOLLOWING APPEALS**

After completing all mandatory appeal levels through this Plan, Covered Persons have the right to further appeal Adverse Benefit Determinations by bringing a civil action under the Employee Retirement Income Security Act (ERISA). Please refer to the ERISA Statement of Rights section of this SPD for more details. No such action may be filed against the Plan after three years from the date the Plan gives the Covered Person a final determination on their appeal.

## **PHYSICAL EXAMINATION AND AUTOPSY**

The Plan may require that a Covered Person have a physical examination, at the Plan's expense, as often as is necessary to settle a claim. In the case of death, the Plan may require an autopsy unless forbidden by law.

## **RIGHT TO REQUEST OVERPAYMENTS**

The Plan reserves the right to recover any payments made by the Plan that were:

- Made in error; or
- Made after the date the person should have been terminated under this Plan; or
- Made to any Covered Person or any party on a Covered Person's behalf where the Plan Sponsor determines the payment to the Covered Person or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against Covered Persons if the Plan has paid them or any other party on their behalf.

## FRAUD

Fraud is a crime that can be prosecuted. Any Covered Person who willfully and knowingly engages in an activity intended to defraud the Plan is guilty of fraud. The Plan will utilize all means necessary to support fraud detection and investigation. It is a crime for a Covered Person to file a claim containing any false, incomplete or misleading information with intent to injure, defraud or deceive the Plan. These actions will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. The Plan will pursue all appropriate legal remedies in the event of fraud.

Covered Persons must:

- File accurate claims. If someone else - such as Your spouse or another family member - files claims on the Covered Person's behalf, the Covered Person should review the form before signing it;
- Review the Explanation of Benefits (EOB) form. Make certain that benefits have been paid correctly based on your knowledge of the expenses Incurred and the services rendered;
- Never allow another person to seek medical treatment under your identity. If your Plan identification card is lost, report the loss to the Plan immediately; and
- Provide complete and accurate information on claim forms and any other forms. Answer all questions to the best of your knowledge.

To maintain the integrity of this Plan, Covered Persons are encouraged to notify the Plan whenever a provider:

- Bills for services or treatment that have never been received; or
- Asks a Covered Person to sign a blank claim form; or
- Asks a Covered Person to undergo tests that the Covered Person feels are not needed.

Covered Persons concerned about any of the charges that appear on a bill or EOB form, or who know of or suspect any illegal activity, should call the toll-free hotline 1-800-356-5803. All calls are strictly confidential.

## OTHER FEDERAL PROVISIONS

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

If an Employee is on a family or medical leave of absence that meets the eligibility requirements under FMLA, Your employer will continue coverage under this Plan in accordance with state and federal FMLA regulations, provided that the following conditions are met:

- Contribution is paid; and
- The Employee has written approved leave from the employer.

Coverage will be continued for up to the greater of:

- The leave period required by the federal Family and Medical Leave Act of 1993 and any amendment; or
- The leave period required by applicable state law.

An Employee can choose not to retain group health coverage during an FMLA leave. When the Employee returns to work following the FMLA leave, the Employee's coverage will usually be restored to the level the Employee would have had if the FMLA leave had not been taken, and no new pre-existing requirements will be imposed. For more information, please contact Your Human Resources or Personnel office.

### QUALIFIED MEDICAL CHILD SUPPORT ORDERS PROVISION

A Dependent Child will become covered as of the date specified in a judgment, decree or order issued by a court of competent jurisdiction or through a state administrative process.

The order must clearly identify all of the following:

- The name and last known mailing address of the participant;
- The name and last known mailing address of each alternate recipient (or official state or political designee for the alternate recipient);
- A reasonable description of the type of coverage to be provided to the Child or the manner in which such coverage is to be determined; and
- The period to which the order applies.

Please contact the Plan Administrator to request a copy of the written procedures, at no charge, that the Plan uses when administering Qualified Medical Child Support Orders.

### NEWBORNS AND MOTHERS HEALTH PROTECTION ACT

Group health plans and health insurance issuers offering group health coverage 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 normal 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, health plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or insurance issuer for prescribing a length of stay not in excess of the above periods. Additionally, plans may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner that is less favorable to the mother or newborn than any earlier portion of the stay. However, the law does not prohibit a plan from requiring notification in order to use certain providers or facilities, or to reduce out-of-pocket costs.

**This group health Plan also complies with the provisions of the:**

- Mental Health Parity Act.
- Women's Health and Cancer Rights Act of 1998 regarding breast reconstruction following a mastectomy.
- Pediatric Vaccines regulation, whereby an employer will not reduce its coverage for pediatric vaccines below the coverage it provided as of May 1, 1993.
- Coverage of Dependent Children in cases of adoption or Placement for Adoption as required by ERISA.
- Health Insurance Portability provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- Medicare Secondary Payer regulations, as amended.
- TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.

## **HIPAA ADMINISTRATIVE SIMPLIFICATION MEDICAL PRIVACY AND SECURITY PROVISION**

### **USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION UNDER HIPAA PRIVACY AND SECURITY REGULATIONS**

This Plan will Use a Covered Person's Protected Health Information (PHI) to the extent of and in accordance with the Uses and Disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, this Plan will Use and Disclose a Covered Person's PHI for purposes related to health care Treatment, Payment for health care and Health Care Operations. Additionally, this Plan will Use and Disclose a Covered Person's PHI as required by law and as permitted by authorization. This section establishes the terms under which the Plan may share a Covered Person's PHI with the Plan Sponsor, and limits the Uses and Disclosures that the Plan Sponsor may make of a Covered Person's PHI.

This Plan shall Disclose a Covered Person's PHI to the Plan Sponsor only to the extent necessary for the purposes of the administrative functions of Treatment, Payment for health care or Health Care Operations.

The Plan Sponsor shall Use and/or Disclose a Covered Person's PHI only to the extent necessary for the administrative functions of Treatment, Payment for health care or Health Care Operations which it performs on behalf of this Plan.

This Plan agrees that it will only Disclose a Covered Person's PHI to the Plan Sponsor upon receipt of a certification from the Plan Sponsor that the terms of this section have been adopted and that the Plan Sponsor agrees to abide by these terms.

The Plan Sponsor is subject to all of the following restrictions that apply to the Use and Disclosure of a Covered Person's PHI:

- The Plan Sponsor will only Use and Disclose a Covered Person's PHI (including Electronic PHI) for Plan Administrative Functions, as required by law or as permitted under the HIPAA regulations. This Plan's Notice of Privacy Practices also contains more information about permitted Uses and Disclosures of PHI under HIPAA;
- The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide a Covered Person's PHI to agree to the same restrictions and conditions imposed on the Plan Sponsor with regard to a Covered Person's PHI;
- The Plan Sponsor will ensure that each of its subcontractors or agents to whom the Plan Sponsor may provide Electronic PHI to agree to implement reasonable and appropriate security measures to protect Electronic PHI;
- The Plan Sponsor will not Use or Disclose PHI for employment-related actions and decisions or in connection with any other of the Plan Sponsor's benefits or Employee benefit plans;
- The Plan Sponsor will promptly report to this Plan any impermissible or improper Use or Disclosure of PHI not authorized by the Plan documents;
- The Plan Sponsor will report to the Plan any security incident with respect to Electronic PHI of which Plan Sponsor becomes aware;

- The Plan Sponsor will allow a Covered Person or this Plan to inspect and copy any PHI about the Covered Person contained in the Designated Record Set that is in the Plan Sponsor's custody or control. The HIPAA Privacy Regulations set forth the rules that the Covered Person and the Plan must follow and also sets forth exceptions;
- The Plan Sponsor will amend or correct, or make available to the Plan to amend or correct, any portion of the Covered Person's PHI contained in the Designated Record Set to the extent permitted or required under the HIPAA Privacy Regulations;
- The Plan Sponsor will keep a Disclosure log for certain types of Disclosures set forth in the HIPAA Regulations. Covered Persons have a right to see the Disclosure log. The Plan Sponsor does not have to maintain a log if Disclosures are for certain Plan-related purposes such as Payment of benefits or Health Care Operations;
- The Plan Sponsor will make its internal practices, books and records relating to the Use and Disclosure of a Covered Person's PHI available to this Plan and to the Department of Health and Human Services or its designee for the purpose of determining this Plan's compliance with HIPAA;
- The Plan Sponsor must, if feasible, return to this Plan or destroy all of a Covered Person's PHI that the Plan Sponsor received from or on behalf of this Plan when the Plan Sponsor no longer needs the Covered Person's PHI to administer this Plan. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further Uses and Disclosures to the purposes that make the return or destruction infeasible;
- The Plan Sponsor will provide that adequate separation exists between this Plan and the Plan Sponsor so that a Covered Person's PHI (including Electronic PHI) will be used only for the purpose of plan administration; and
- The Plan Sponsor will use reasonable efforts to request only the minimum necessary type and amount of a Covered Person's PHI to carry out functions for which the information is requested.

The following Employees, classes of Employees or other workforce members under the control of the Plan Sponsor may be given access to a Covered Person's PHI for Plan Administrative Functions that the Plan Sponsor performs on behalf of the Plan as set forth in this section:

Vice President, Team Services

This list includes every Employee, class of Employees or other workforce members under the control of the Plan Sponsor who may receive a Covered Person's PHI. If any of these Employees or workforce members Use or Disclose a Covered Person's PHI in violation of the terms set forth in this section, the Employees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Sponsor becomes aware of any such violations, the Plan Sponsor will promptly report the violation to this Plan and will cooperate with the Plan to correct the violation, to impose the appropriate sanctions and to mitigate any harmful effects to the Covered Person.

## DEFINITIONS

**Administrative Simplification** is the section of the law that addresses electronic transactions, privacy and security. The goals are to:

- Improve efficiency and effectiveness of the health care system;
- Standardize electronic data interchange of certain administrative transactions;
- Safeguard security and privacy of Protected Health Information;
- Improve efficiency to compile/analyze data, audit, and detect fraud; and
- Improve the Medicare and Medicaid programs.

**Business Associate (BA) in relationship to a Covered Entity (CE)** means a BA is a person to whom the CE discloses Protected Health Information (PHI) so that a person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the CE. This includes contractors or other persons who receive PHI from the CE (or from another business partner of the CE) for the purposes described in the previous sentence, including lawyers, auditors, consultants, Third Party Administrators, health care clearinghouses, data processing firms, billing firms and other Covered Entities. This excludes persons who are within the CE's workforce.

**Covered Entity (CE)** is one of the following: a health plan, a health care clearinghouse or a health care provider who transmits any health information in connection with a transaction covered by this law.

**Designated Record Set** means a set of records maintained by or for a Covered Entity that includes a Covered Persons' PHI. This includes medical records, billing records, enrollment, Payment, claims adjudication and case management record systems maintained by or for this Plan. This also includes records used to make decisions about Covered Persons. This record set must be maintained for a minimum of 6 years.

**Disclose or Disclosure** is the release or divulgence of information by an entity to persons or organizations outside that entity.

**Electronic Protected Health Information (Electronic PHI)** is Individually Identifiable Health Information that is transmitted by electronic media or maintained in electronic media. It is a subset of Protected Health Information.

**Health Care Operations** are general administrative and business functions necessary for the CE to remain a viable business. These activities include:

- Conducting quality assessment and improvement activities;
- Reviewing the competence or qualifications and accrediting/licensing of health care professional plans;
- Evaluating health care professional and health plan performance;
- Training future health care professionals;
- Insurance activities relating to the renewal of a contract for insurance;
- Conducting or arranging for medical review and auditing services;
- Compiling and analyzing information in anticipation of or for use in a civil or criminal legal proceeding;
- Population-based activities related to improving health or reducing health care costs, protocol development, case management and care coordination;
- Contacting of health care providers and patients with information about Treatment alternatives and related functions that do not entail direct patient care; and
- Activities related to the creation, renewal or replacement of a contract for health insurance or health benefits, as well as ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss and excess of loss insurance).

**Individually Identifiable Health Information** is information that is a subset of health information, including demographic information collected from a Covered Person, and that:

- Is created by or received from a Covered Entity;
- Relates to the past, present or future physical or mental health or condition of a Covered Person, the provision of health care or the past, present or future Payment for the provision of health care; and
- Identifies the Covered Person or with respect to which there is reasonable basis to believe the information can be used to identify the Covered Person.

**Payment** means the activities of the health plan or a Business Associate, including the actual Payment under the policy or contract; and a health care provider or its Business Associate that obtains reimbursement for the provision of health care.

**Plan Sponsor** means Your employer.

**Plan Administrative Functions** means administrative functions of Payment or Health Care Operations performed by the Plan Sponsor on behalf of the Plan including quality assurance, claims processing, auditing and monitoring.

**Privacy Official** is the individual who provides oversight of compliance with all policies and procedures related to the protection of PHI and federal and state regulations related to a Covered Person's privacy.

**Protected Health Information (PHI)** is Individually Identifiable Health Information transmitted or maintained by a Covered Entity in written, electronic or oral form. PHI includes Electronic PHI.

**Treatment** is the provision of health care by, or the coordination of health care (including health care management of the individual through risk assessment, case management and disease management) among, health care providers; the referral of a patient from one provider to another; or the coordination of health care or other services among health care providers and third parties authorized by the health plan or the individual.

**Use** means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

## **STATEMENT OF ERISA RIGHTS**

Under the Employee Retirement Income Security Act of 1974 (ERISA), all Covered Persons shall have the right to:

### **RECEIVE INFORMATION ABOUT PLAN AND BENEFITS**

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as at work sites) all documents governing the Plan, including insurance contracts, collective bargaining agreements if applicable, 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. No charge will be made for examining the documents at the Plan Administrator's principal office.
- Obtain, upon written request to the Plan Administrator, copies of documents that govern the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

### **CONTINUE GROUP HEALTH COVERAGE**

Covered Persons have the right to continue health care coverage if there is a loss of coverage under the Plan as a result of a COBRA qualifying event. You or Your Dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing COBRA continuation coverage rights.

### **PRE-EXISTING CONDITIONS EXCLUSION PERIOD**

There will be a reduction or elimination of exclusionary periods of coverage for Pre-Existing Conditions under this group health Plan if a Covered Person has Creditable Coverage from another plan. Covered Persons with Creditable Coverage from another plan should be provided a Certificate of Creditable Coverage free of charge, from the prior group health plan or health insurance issuer when coverage under the plan is lost, upon entitlement to elect COBRA continuation coverage, when COBRA continuation coverage ceases, if requested by the Covered Person before losing coverage, or if requested by the Covered Person up to 24 months after losing coverage. Without evidence of Creditable Coverage, Covered Persons may be subject to a Pre-Existing Condition exclusion for 12 months if application is made when first eligible, or 18 months for Late Enrollees, after a Covered Person's Enrollment Date in coverage.

### **PRUDENT ACTIONS BY PLAN FIDUCIARIES**

In addition to creating rights for Covered Persons, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate this Plan, called "Fiduciaries" of this Plan, have a duty to do so prudently and in the interest of all Plan participants.

### **NO DISCRIMINATION**

No one may terminate Your employment or otherwise discriminate against You or Your covered Dependents in any way to prevent You or Your Dependents from obtaining a benefit or exercising rights provided to Covered Persons under ERISA.

## **ENFORCE COVERED PERSONS' RIGHTS**

If a claim for a benefit is denied or ignored, in whole or in part, Covered Persons 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.

Under ERISA, there are steps an Employee can take to enforce the above rights. For instance, if a Covered Person requests a copy of the Plan documents or the latest annual report from the Plan and does not receive them within thirty (30) days, the Covered Person may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Covered Person up to \$110 a day until the materials are received, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If a claim for benefits is denied or ignored, in whole or in part, the Covered Person may file suit in a state or federal court. In addition, if a Covered Person disagrees with the Plan's decision or lack thereof concerning the qualified status of a medical Child support order, the Covered Person may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if a Covered Person is discriminated against for asserting his or her rights, the Covered Person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Covered Person is successful, the court may order the person sued to pay these costs and fees. If the Covered Person loses, the court may order the Covered Person to pay these costs and fees (for example, if it finds the claim to be frivolous).

## **ASSISTANCE WITH QUESTIONS**

If there are any questions about this Plan, the Plan Administrator should be contacted. For any questions about this statement or about a Covered Person's rights under ERISA, or for assistance in obtaining documents from the Plan Administrator, Covered Persons should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Covered Persons may also obtain certain publications about their rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

## **PLAN AMENDMENT AND TERMINATION INFORMATION**

The Plan Sponsor fully intends to maintain this Plan indefinitely; however, the employer reserves the right to terminate, suspend or amend this Plan at any time, in whole or in part, including making modifications to the benefits under this Plan. No person or entity has any authority to make any oral change or amendments to this Plan. No agent or representative of this Plan will have the authority to legally change the Plan terms or SPD or waive any of its provisions, either purposefully or inadvertently. If a misstatement affects the existence of coverage, the true facts will be used in determining whether coverage is in force under the terms of this Plan and in what amount. The Plan Administrator will provide written notice to Covered Persons within 60 days following the adopted formal action that makes material reduction of benefits to the Plan, or may, in the alternative, furnish such notification through communications maintained by the Plan Sponsor or Plan Administrator at regular intervals no greater than 90 days.

### **COVERED PERSON'S RIGHTS IF PLAN IS AMENDED OR TERMINATED**

If this Plan is amended, a Covered Person's rights are limited to Plan benefits in force at the time expenses are Incurred, whether or not the Covered Person has received written notification from the Plan Administrator that the Plan has been amended.

If this Plan is terminated, the rights of a Covered Person are limited to Covered Expenses Incurred before the Covered Person receives notice of termination. All claims Incurred prior to termination, but not submitted to either the Plan Sponsor or Third Party Administrator within 75 days of the Effective Date of termination of this Plan due to bankruptcy will be excluded from any benefit consideration.

The Plan will assume that the Covered Person received the written amendment or termination letter from the Plan Administrator five days after the letter is mailed.

No person will become entitled to any vested rights under this Plan.

### **DISTRIBUTION OF ASSETS UPON TERMINATION OF PLAN**

Post tax contributions paid by COBRA beneficiaries and/or Retirees, if applicable, will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not inure to the benefit of the employer.

### **NO CONTRACT OF EMPLOYMENT**

This Plan is not intended to be, and may not be construed as a contract of employment between any Covered Person and the employer.

## GLOSSARY OF TERMS

**Accident** means an unexpected, unforeseen and unintended event that causes bodily harm or damage to the body.

**Accredited Institution of Higher Education** means, for the purposes of this Plan, a two-year or four-year college, university or licensed trade school.

**Acupuncture** means a technique used to deliver anesthesia or analgesia, or for treating condition of the body (when clinical efficacy has been established for treatment of such conditions) by passing long, thin needles through the skin.

**Activities of Daily Living (ADL)** means the following, with or without assistance: Bathing, dressing, toileting and associated personal hygiene; transferring (which is to move in and out of a bed, chair, wheelchair, tub or shower); mobility, eating (which is getting nourishment into the body by any means other than intravenous), and continence (which is voluntarily maintaining control of bowel and/or bladder function; in the event of incontinence, maintaining a reasonable level of personal hygiene).

**Adverse Benefit Determination** means a denial, reduction or termination of a benefit or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

**Ambulance Transportation** means professional ground or air Ambulance Transportation in an Emergency situation or when deemed to meet Clinical Eligibility for Coverage, which is:

- To the closest facility most able to provide the specialized treatment required; and
- The most appropriate mode of transportation consistent with the well being of You or Your Dependent.

**Ancillary Services** means services rendered in connection with Inpatient or Outpatient care in a Hospital or in connection with a medical Emergency including the following: ambulance, anesthesiology, assistant surgeon, pathology and radiology. This term also includes services of the attending Physician or primary surgeon in the event of a medical Emergency.

**Birthing Center** means a legally operating institution or facility which is licensed and equipped to provide immediate prenatal care, delivery and postpartum care to the pregnant individual under the direction and supervision of one or more Physicians specializing in obstetrics or gynecology or a certified nurse midwife. It must provide for 24 hour nursing care provided by registered nurses or certified nurse midwives.

**Certificate of Creditable Coverage** means a certificate or other documentation that is provided to a person upon losing health care coverage. The certificate or other documentation specifies how much Creditable Coverage a person has and is used to reduce the length of a Pre-Existing Condition exclusion period under a Plan.

**Child (Children)** means any of the following individuals with respect to an Employee: a natural biological Child; a step Child; a legally adopted Child or a Child legally Placed for Adoption; grandchild if obtained legal custody and dependent on the Employee for support, foster Child if obtained legal custody and dependent on the Employee for support; or a Child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the Child does not meet the definition of "Dependent").

**Clinical Eligibility for Coverage** – see Covered Benefits.

**Close Relative** means a member of the immediate family. Immediate family includes You, Your spouse, mother, father, grandmother, grandfather, step parents, step grandparents, siblings, step siblings, half siblings, Children, step Children and grandchildren.

**COBRA** means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations. This law gives Covered Persons the right, under certain circumstances, to elect continuation coverage under the Plan when active coverage ends due to a Qualifying Event.

**Co-pay** is the amount a Covered Person must pay each time certain covered services are provided, as outlined on the Schedule of Benefits.

**Common-Law Marriage** is a partnership whereby a man and woman who have lived together for a certain period of time and who hold themselves to be husband and wife may be considered, in certain states, to be married even without a license and a formal ceremony. A certificate of common law from the county of residence must be submitted.

**Cosmetic Treatment** means medical or surgical procedures which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons.

**Covered Benefit or Clinical Eligibility for Coverage** means treatment, services, supplies, medicines or facilities necessary and appropriate for the diagnosis, care or treatment of an Illness or Injury and that meet Clinical Eligibility for Coverage as determined by the Plan. Covered Benefits do not include those listed under the Exclusions section but include services, supplies, medicines or facilities that are:

- Generally provided in accordance with accepted medical practice and professionally recognized standards; and
- Provided safely at the appropriate level of care or services; and
- Not provided solely for the convenience of the Covered Person, his or her family, or any provider; and
- Is known to be effective in improving health outcomes. For new interventions, effectiveness is determined by scientific evidence, then by professional standards, and finally by expert opinions; and
- Is cost-effective for the condition, compared to alternative interventions, including no intervention. Cost-effective does not necessarily mean the lowest price.

In determining Covered Benefits, consideration is given to the customary practice of providers in the community or field of specialty. However, the fact that a provider may prescribe, order, recommend or approve a service, supply, medicine or facility does not, of itself, make the service a Covered Benefit.

**Covered Expenses** means any expense, or portion thereof, which is Incurred as a result of receiving a Covered Benefit under this Plan.

**Covered Person** means an Employee or Dependent who are enrolled under this Plan.

**Creditable Coverage** means coverage an individual has under the following as defined by federal law and applicable regulations:

- A group health plan;
- Health insurance coverage (through a group or individual policy);
- Medicare;
- Medicaid;
- A medical care program of the Uniformed Services;
- A medical care program of the Indian Health Services or of a tribal organization;
- A State health benefits risk pool;
- A State Children's Health Insurance Program;
- A health plan offered under the Federal Employee Health Benefits Program;
- A public health plan, including any plan established or maintained by a State, the US government, a foreign country or any political subdivision of the same; or
- A health benefit plan under Section 5(e) of the Peace Corps Act.

Creditable Coverage shall not include coverages for liability, disability income, limited scope dental or vision benefits, specified disease, supplemental benefits and other excepted benefits as defined by federal law and applicable regulations. A period of Creditable Coverage shall not be counted, with respect to enrollment under a group health plan, if there is a 63-day lapse in coverage between the end of the prior coverage and the beginning of the person's enrollment under this Plan.

**Custodial Care** means nonmedical care given to a Covered Person to administer medication and to assist with personal hygiene or other Activities of Daily Living rather than providing therapeutic treatment and services. Custodial Care services can be safely and adequately provided by persons who do not have the technical skills of a covered healthcare provider. Custodial Care also includes care when active medical treatment cannot be reasonably expected to reduce the disability or condition.

**Deductible** is the amount of Covered Expenses which must be paid by the Covered Person or the covered family before benefits are payable. The Schedule of Benefits shows the amount of the applicable Deductible (if any) and the health care benefits to which it applies.

**Dependent** – see Eligibility and Enrollment section of this SPD.

**Developmental Delays** are characterized by impairment in various areas of development such as social interaction skills, adaptive behavior and communication skills. Developmental Delays may not always have a history of birth trauma or other Illness that could be causing the impairment such as a hearing problem, mental Illness or other neurological symptoms or Illness.

**Durable Medical Equipment** means equipment which meets all of the following criteria:

- Can withstand repeated use.
- Is primarily used to serve a medical purpose with respect to an Illness or Injury.
- Generally is not useful to a person in the absence of an Illness or Injury.
- Is appropriate for use in the Covered Person's home.

**Effective Date** means the first day of coverage under this Plan as defined in this SPD. The Covered Person's Effective Date may or may not be the same as their Enrollment Date, as Enrollment Date is defined in the Plan.

**Emergency** means a serious medical condition, with acute symptoms that require immediate care and treatment in order to avoid jeopardy to the life and health of the person.

**Employee** – see Eligibility and Enrollment section of this SPD.

**Enrollment Date** means:

- For anyone who applies for coverage when first eligible, the Enrollment Date is the date that coverage begins, or if there is a Waiting Period, the first day of the Waiting Period, whichever is earlier.
- For anyone who enrolls under the Special Enrollment Provision, or for Late Enrollees, the Enrollment Date is the first day coverage begins.

**ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time and the applicable regulations.

**Experimental or Investigational** means any supply, medicine, facility, equipment, service or treatment that:

- Is not currently or at the time the charges were Incurred recognized as acceptable medical practice by the Plan. (FDA approval does not necessarily constitute accepted medical practice)
- Is subject of or related to ongoing Phase I, II or III clinical trials.

- Requires the Covered Person to sign a release or other document indicating that the treatment is Experimental or Investigational or other similar terms.
- Has not been approved by the appropriate government regulatory bodies.
- A drug or device that must have Food and Drug Administration (FDA) approval for those specific indications and methods of use for which such drug or device is sought to be provided, subject to medical judgment by UMR's Health's medical staff or Qualified outside medical reviewers.

Any drug, device, procedure, service or treatment, which at the time sought to be provided is not approved by the Center for Medicare and Medicaid Services (CMS) for reimbursement under Medicare, is considered an Experimental procedure.

Drugs are considered Experimental if they are not commercially available for purchase, and are not approved by the FDA for general use. General use refers to permission for commercial distribution. Any other approvals that are granted as an interim step in the FDA regulatory process are considered Experimental procedures.

Any drug or device approved by the FDA for a specific disease, Injury, Illness or condition, but which is sought to be provided for another disease, Injury, Illness or condition, is considered Experimental, subject to medical judgment by UMR's medical staff or Qualified outside medical reviewers.

- Based on prevailing peer reviewed medical literature in the United States, there is failure to demonstrate that the treatment is safe and effective for the condition, and that there is not enough scientific evidence to support conclusions concerning the effect of the drug, device, procedure, service or treatment on health outcomes.

The evidence must consist of well-designed and well-conducted investigations published in peer-review journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

The evidence must demonstrate that the drug, device, procedure, service or treatment can measure or alter the sought after changes to the disease, Injury, Illness or condition. In addition, there must be evidence or a convincing argument based on established medical research that such measurement or alteration affects that health outcome.

Opinions and evaluations by national medical associations, consensus panels, other technology evaluation bodies or outside independent review organizations are evaluated according to the scientific quality of the supporting evidence and rationale.

References used in the evaluation include, but are not limited to, The American Cancer Society, The American Medical Association, FDA, U.S. Department of Health & Human Services, Merck Manual, Mosby Advanced Catalog Search, National Library of Medicine Search, National Institutes of Health, Pubmed (Medicine), The Hayes Directory of New Medical Technologies and/or the American Academies or Colleges of various Physician specialties.

A service, supply, treatment or facility may be considered Experimental or Investigational, even if the provider has performed, prescribed, recommended, ordered or approved it, or if it is the only available procedure or treatment for the Illness or Injury.

**Extended Care Facility** includes, but is not limited to a skilled nursing, rehabilitation, convalescent or subacute facility. It is an institution or a designated part of one that is operating pursuant to the law for such an institution and is under the full time supervision of a Physician or registered nurse. In addition, the Plan requires that the facility: Provide 24 hour-a-day service to include skilled nursing care and therapies deemed to meet Clinical Eligibility for Coverage for the recovery of health or physical strength; is not a place primarily for Custodial Care; requires compensation from its patients; admits patients only upon Physician orders; has an agreement to have a Physician's services available when needed; maintains adequate medical records for all patients; has a written transfer agreement with at least one Hospital and is licensed by the state in which it operates and provides the services under which the licensure applies.

**FMLA** means the Family and Medical Leave Act of 1993, as amended.

**Full-Time Student or Student** means a Student attending high school or an accredited 2- or 4-year degree-granting college or university and which is accredited in the current publication of Accredited Institutions of Higher Education. To be considered Full-Time Students, Dependents must attend 12 units or more per semester/25 hours of classroom attendance per week (5 day week) for graduate studies, or equivalent if the school operates on an alternative term basis. Alternatively, the Student must meet the accredited college or university's definition of Full-Time Student. Students attending a combination of accredited institutions and whose total combined attendance meets the requirements listed in this paragraph also will qualify as Full-Time Students. With respect to a licensed trade school, attendance requires enrollment in a 6 month or longer training program for at least 20 hours per week that awards a formal certificate upon graduation and the school must be accredited by a national governing body.

**Hazardous Recreational Activity** means activities such as the following when engaged in by a Covered Person knowingly and voluntarily and in a manner which reasonably could be recognized as an organized leisure time pursuit:

- Competitive boxing.
- Bungee-cord jumping.
- Flight in ultra-light or Experimental aircraft.
- Handling or use of illegal explosives.
- Handling of poisonous insects, reptiles or amphibians.
- Hang-gliding.
- Competitive martial arts.
- Parachuting.
- Competitive racing of any motorized vehicle.
- Sky-diving.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the applicable regulations. This law gives special enrollment rights, prohibits discrimination, and protects privacy of protected health information among other things.

**Home Health Care** means a formal program of care and intermittent treatment that is: Performed in the home; and prescribed by a Physician; and intermittent care and treatment for the recovery of health or physical strength under an established plan of care; and prescribed in place of a Hospital or an Extended Care Facility or results in a shorter Hospital or Extended Care Facility stay; and organized, administered, and supervised by a Hospital or Qualified licensed providers under the medical direction of a Physician; and appropriate when it is not reasonable to expect the Covered Person to obtain medically indicated services or supplies outside the home.

For purposes of Home Health Care, nurse services means intermittent home nursing care by professional registered nurses or by licensed practical nurses. Intermittent means occasional or segmented care, i.e., care that is not provided on a continuous, non-interrupted basis.

**Home Health Care Plan** means a formal, written plan made by the Covered Person's attending Physician which is evaluated on a regular basis. It must state the diagnosis, certify that the Home Health Care is in place of Hospital confinement, and specify the type and extend of Home Health Care required for the treatment of the Covered Person.

**Hospice Care** means a health care program providing a coordinated set of services rendered at home, in Outpatient settings, or in Inpatient settings for Covered Persons suffering from a condition that has a terminal prognosis. Non-curative supportive care is provided through an interdisciplinary group of personnel. A hospice must meet the standards of the National Hospice Organization and applicable state licensing.

**Hospice Care Provider** means an agency or organization that has Hospice Care available 24 hours a day, seven days a week; is certified by Medicare as a Hospice Care Agency, and, if required, is licensed as such by the jurisdiction in which it is located. The provider may offer skilled nursing services; medical social worker services; psychological and dietary counseling; services of a Physician, physical or occupational therapist; home health aide services; pharmacy services and Durable Medical Equipment.

**Hospital** means:

- A facility that is licensed as an acute Hospital; and
- Provides diagnostic and therapeutic facilities for the surgical or medical diagnosis, treatment, and care of injured and sick persons as Inpatients at the patient's expense; and
- Has a staff of licensed Physicians available at all times; and
- It is accredited by The Joint Commission (formerly known as JCAHO), or is recognized by the American Hospital Association (AHA) and is Qualified to receive payments under the Medicare program; and
- Always provides 24 hour nursing services by registered graduate nurses; and
- Is not a place primarily for maintenance or Custodial Care.

For purposes of this Plan, Hospital also includes Surgical Centers and Birthing Centers licensed by the state in which it operates. Hospital does not include services provided in facilities operating as residential treatment centers.

**Illness** means a bodily disorder, disease, physical sickness, functional nervous disorder, pregnancy or complication of pregnancy. The term "Illness" when used in connection with a newborn Child includes, but is not limited to, congenital defects and birth abnormalities, including premature birth.

**Incurred** means the date the service or treatment is given, the supply is received or the facility is used, without regard to when the service, treatment, supply or facility is billed, charged or paid.

**Independent Contractor** means someone who signs an agreement with the employer as and Independent Contractor or an entity or individual who performs services to or on behalf of the employer who is not an Employee or an officer of the employer and who retains control over how the work gets done. The employer who hires the Independent Contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an Independent Contractor shall be made consistent with Section § 530 of the Internal Revenue Code.

**Infertility Treatment** means services, tests, supplies, devices, or drugs which are intended to promote fertility, achieve a condition of pregnancy, or treat an Illness causing an infertility condition when such treatment is done in an attempt to bring about a pregnancy.

For purposes of this definition, Infertility Treatment includes, but is not limited to fertility tests and drugs; tests and exams done to prepare for induced conception; surgical reversal of a sterilized state which was a result of a previous surgery; sperm enhancement procedures; direct attempts to cause pregnancy by any means including, but not limited to: hormone therapy or drugs; artificial insemination; In vitro fertilization; Gamete Intrafallopian Transfer (GIFT), or Zygote Intrafallopian Transfer (ZIFT); embryo transfer; and freezing or storage of embryo, eggs or semen.

**Injury** means a physical harm or disability to the body which is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. Injury does not include Illness or infection of a cut or wound.

**Inpatient** means a registered bed patient using and being charged for room and board at the Hospital or in a Hospital for 24 hours or more. A person is not an Inpatient on any day on which he or she is on leave or otherwise gone from the Hospital, whether or not a room and board charge is made.

**Late Enrollee** means a person who enrolls under this Plan other than on:

- The earliest date on which coverage can become effective under the terms of this Plan; or
- A special Enrollment Date for the person as defined by HIPAA.

**Learning Disability** means a group of disorders that results in significant difficulties in one or more of seven areas including: Basic reading skills, reading comprehension, oral expression, listening comprehension, written expression, mathematical calculation and mathematical reasoning. Specific learning disabilities are diagnosed when the individual's achievement on standardized tests in a given area is substantially below that expected for age, schooling and level of intelligence.

**Legal Guardianship/Guardian** means the individual is recognized by a court of law as having the duty of taking care of a person and managing the individual's property and rights.

**Lifetime Maximum Benefit** means the maximum amount of Covered Benefits payable while a person is covered under this Plan. When the Lifetime Maximum Benefit is met, a Covered Person is no longer eligible for benefits under this Plan. Lifetime does not mean during the lifetime of the Covered Person.

**Maximum Benefit** means the maximum amount or the maximum number or days or treatments that are considered a Covered Expense by the Plan.

**Medicare** means the program of medical care benefits provided under Title XVIII of the Social Security Act as amended.

**Mental Health Disorder** means disorders that are clinically significant psychological syndromes associated with distress, dysfunction or illness. The syndrome must represent a dysfunctional response to a situation or event that exposes the Covered Person to an increased risk of pain, suffering, conflict, illness or death.

**Mentally Disabled** means an individual who has been diagnosed to have a psychiatric or behavior disorder that severely limits the individual's ability to function without daily supervision or assistance.

**Morbid Obesity** means a Covered Person who weighs more than 100 pounds over standard weight for height, sex and age; or a Covered Person who weighs more than two times the standard weight for height, sex and age; or for a Covered Person who is less than 19 years of age where the Body Mass Index falls above the 95<sup>th</sup> percentile on the growth chart.

**Multiple Surgical Procedures** means when more than one surgical procedure is performed during the same period of anesthesia.

**Negotiated Rate** means the amount that providers have contracted to accept a payment in full for Covered Expenses of the Plan.

**Orthognathic Condition** means a skeletal mismatch of the jaw (such as when one jaw is too large or too small, too far forward or too far back). An Orthognathic Condition may cause overbite, underbite, or open bite. Orthognathic surgery may be performed to correct skeletal mismatches of the jaw.

**Orthotic Appliances** means braces, splints, casts and other appliances used to support or restrain a weak or deformed part of the body and is designed for repeated use, intended to treat or stabilize a Covered Person's illness or injury or improve function; and generally is not useful to a person in the absence of an illness or injury.

**Outpatient** means medical care, treatment, services or supplies in a facility in which a patient is not registered as a bed patient and room and board charges are not incurred.

**Palliative Foot Care** means the cutting or removal of corns or calluses unless at least part of the nail root is removed or unless needed to treat a metabolic or peripheral vascular disease; the trimming of nails; other hygienic and preventative maintenance care or debridement, such as cleaning and soaking of the feet, and the use of skin creams to maintain the skin tone of both ambulatory and non-ambulatory Covered Persons; and any services performed in the absence of localized Illness, Injury, or symptoms involving the foot.

**Physician** means any of the following licensed practitioners, acting within the scope of their license in the state in which they practice, who perform services payable under this Plan: a doctor of medicine (MD), doctor of dental medicine including oral surgeons (DMD), osteopathy (DO), podiatry (DPM), dentistry (DDS), optometry (OPT), physician's assistant (PA), nurse practitioner (NP), certified nurse midwife (CNM) or a certified registered nurse anesthetist (CRNA). The term Physician also may include, at the Plan Sponsor's discretion, other licensed practitioners who are regulated by a state or federal agency, who perform services payable under this Plan, and who are acting within the scope of their license, unless specifically excluded by this Plan.

**Placed or Placement for Adoption** means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child. The Child's placement with the person terminates upon the termination of such legal obligation.

**Plan** means ANCIRA ENTERPRISES INC Group Health Benefit Plan.

**Plan Participation** means that the Covered Person and the Plan each pay a percentage of the Covered Expenses as listed on the Schedule of Benefits, after the Covered Person pays the Deductible(s).

**Plan Sponsor** means an employer who sponsors a group health plan.

**Pre-Existing Condition** means an Illness or Injury for which medical advice, diagnosis, care or treatment was recommended or received within the timeframe specified in the Pre-Existing Condition Provision section of this document.

**Prescription** means any order authorized by a medical professional for a Prescription or non-prescription drug, that could be a medication or supply for the person for whom prescribed. The Prescription must be compliant with applicable laws and regulations and identify the name of the medical professional and the name of the person for whom prescribed. It must also identify the name, strength, quantity and the directions for use of the medication or supply prescribed.

**Preventive / Routine Care** means a prescribed standard procedure that is ordered by a Physician to evaluate or assess the Covered Person's health and well being, screen for possible detection of unrevealed Illness or Injury, improve the Covered Person's health, or extend the Covered Person's life expectancy. Generally, a procedure is routine if there is no personal history of the Illness or Injury for which the Covered Person is being screened. Benefits included as Preventive/Routine Care are listed in the Schedule of Benefits and will be paid subject to any listed limits or maximums. Whether an immunization is considered Preventive/Routine is based upon the recommendations of the Center for Disease Control and Prevention. Preventive/Routine Care does not include benefits specifically excluded by this Plan, or treatment after the diagnosis of an Illness or Injury.

**Qualified** means licensed, registered or certified by the state in which the provider practices.

**QMCSO** means a Qualified Medical Child Support Order in accordance with applicable law.

**Reconstructive Surgery** means surgical procedures performed on abnormal structures of the body caused by congenital Illness or anomaly, Accident or Illness. The fact that physical appearance may change or improve as a result of Reconstructive Surgery does not classify surgery as Cosmetic when a physical impairment exists and the surgery restores or improves function.

**Significant Break in Coverage** means a period of 63 consecutive days during which a person does not have any Creditable Coverage. Waiting Periods are not included in the calculation of Significant Break in Coverage.

**Surgical Center** means a licensed facility that is under the direction of an organized medical staff of Physicians; has facilities that are equipped and operated primarily for the purpose of performing surgical procedures; has continuous Physician services and registered professional nursing services available whenever a patient is in the facility; generally does not provide Inpatient services or other accommodations; and offers the following services whenever the patient is in the center:

- Provides drug services as needed for medical operations and procedures performed;
- Provides for the physical and emotional well being of the patients;
- Provides Emergency services;
- Has organized administration structure and maintains statistical and medical records.

**Telemedicine** means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data and education using interactive audio, video or data communications.

**Temporomandibular Joint Disorder (TMJ)** shall mean a disorder of the jaw joint(s) and/or associated parts resulting in pain or inability of the jaw to function properly.

**Terminal Illness or Terminally Ill** means a life expectancy of about six months.

**Third Party Administrator (TPA)** is a service provider hired by the Plan to process claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this Plan.

**Totally Disabled** is determined by the Plan in its sole discretion and generally means:

- That an Employee is prevented from engaging in any job or occupation for wage or profit for which the Employee is Qualified by education, training or experience; or
- That a covered Dependent has been diagnosed with a physical, psychiatric, or developmental disorder, or some combination thereof, and as a result cannot engage in Activities of Daily Living that a person of like age and sex in good health can perform, preventing an individual from attaining self-sufficiency.

**Usual and Customary** means the amount the Plan determines to be the reasonable charge for comparable services, treatment, or materials in a Geographical Area. In determining whether charges are Usual and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. **Geographical Area** means a zip code area, or a greater area if the Plan determines it is needed to find an appropriate cross section of accurate data.

**Waiting Period** means the period of time that must pass before coverage can become effective for an Employee or Dependent who is otherwise eligible to enroll under the terms of this Plan.

**You, Your** means the Employee.