# **Spokane Fire Fighters Benefits Trust (SFFBT)**

Your Choice™

**Classic Plan** 

4000365





### **Spokane Fire Fighters Benefit Trust**

Physical Address 7525 SE 24th Street, Suite 200, Mercer Island, WA 98040 • Mailing Address PO Box 34203, Seattle, WA 98124

Phone (888) 563-0665 • Fax (206) 505-9727 • Website: www.SFFBT.com

Administered by Welfare & Pension Administration Service, Inc.

March 20, 2020

To: All Eligible Plan Participants and Dependents of the

**Spokane Firefighters Benefit Trust** 

**RE:** Response to Coronavirus (COVID-19) Outbreak

This is a Summary of Material Modification describing changes to your health plan adopted by the Board of Trustees. Please be sure that you and your family read it carefully and keep this document with your Summary Plan Description Booklet.

As you are aware, the country is presently experiencing an outbreak of Coronavirus, known as COVID-19. You may have also heard that some states are issuing emergency orders requiring all insured health plans to take certain steps to cover services related to COVID-19 testing. Even though this Plan is not required to comply with the emergency order, the Board of Trustees of the Spokane Firefighters Benefit Trust ("the Plan") is closely monitoring governmental recommendations and mandates.

In response to the Coronavirus outbreak, effective March 5, 2020, the Board of Trustees has adopted the following changes to the Plan's Medical and Prescription Drug Benefits which will stay in effect until the COVID-19 emergency orders are lifted:

- The Trust will waive any out-of-pocket costs associated with <u>testing</u> for COVID-19 for both PPO and non-PPO providers. This includes both the cost of the test as well as office visits or other provider charges related to the testing. For those testing positive, <u>treatment</u> of COVID-19 will still be subject to applicable cost sharing and PPO/non-PPO benefits depending on the provider's status.
- The Trust will temporarily suspend any prior authorization requirement for treatment or testing of COVID-19.
- Sav-Rx is **temporarily relaxing refill-too-soon guidelines** to allow a one-time refill of 30-day maintenance medications at retail pharmacies and Sav-Rx Mail Order Pharmacy when 50% of the current supply has been utilized. The waiver does not apply to opioids or controlled substances. You are encouraged to keep at least a 30-day supply of prescription medication at hand. You may also choose to use mail order to receive delivery of your medications at home.

As a reminder, Active participants, Non-Medicare Retirees and their eligible dependents have access to **Teladoc** for 24/7 care via telephone at (855) 332-4059 or video chat at no cost to you. A Teladoc doctor can discuss any symptoms you are having and help determine the right treatment or next steps, including providing a prescription if appropriate. Please visit Teladoc.com/Premera for more details.

If you have any questions regarding the contents described in this notice, please contact the Administration Office at (888) 563-0665, option 1. Please also reference the trust website, sffbt.com for additional notices.

If you have questions about your prescription drug benefits, please contact Sav-Rx at (800) 228-3108 or visit the website at www.savrx.com.

Board of Trustees Spokane Firefighters Benefit Trust



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The benefit changes listed below have been adopted by the Trust and communicated to participants with Open Enrollment Materials. To receive a copy of the original mailings or if you have questions, contact the Administration Office at 1-888-563-0665.

#### **Change Effective Date:** Change

Actives January 1, 2020	Medical – The Teladoc benefit is expanded to provide access to behavioral health providers.
	Vision - The Trust added a benefit for elective refractive corrective surgery, when not necessitated by cataracts. There is a lifetime maximum benefit of \$2,400 in lieu of any future hardware benefit under the Plan. You will still remain eligible for an annual eye exam, but no longer be eligible for lenses, frames and contacts.
	VEBA – The incentive amount to complete the fire fighter annual exam prior to September 30 <sup>th</sup> has increased to \$500. In order to earn the additional \$500 contribution in 2021, members will need to complete their annual exam between January 1 <sup>st</sup> and September 30, 2020.
Retirees January 1, 2020	Medical – The Teladoc benefit is expanded to provide access to behavioral health providers.
	Vision - The Trust added a benefit for elective refractive corrective surgery, when not necessitated by cataracts. There is a lifetime maximum benefit of \$2,400 in lieu of any future hardware benefit under the Plan. You will still remain eligible for an annual eye exam, but no longer be eligible for lenses, frames and contacts.

Actives	
January 1, 2019	Dental – The Coinsurance percentage will increase from 80% to 100% for Preventive and Diagnostic services provided by a Delta Dental Provider
	Vision – The Trust will provide an allowance of \$600 every two years rather than \$300 annually (the annual maximum does not apply to dependent children under age 19).
	VEBA – The Annual Trust VEBA contribution for all members will increase by \$350. Beginning in 2020, this increased amount will be contingent on members receiving their fire fighter exam from SIM between 10/1/2018 and 9/30/2019.
Retirees	
January 1, 2019	Dental – The Coinsurance percentage will increase from 80% to 100% for Preventive and Diagnostic services provided by a Delta Dental Provider

Vision – The Trust will provide an allowance of \$600 every two years rather than \$300 annually (the annual maximum does not apply to dependent children under age 19).

January 1, 2018

Traditional Plan – The traditional plan is being discontinued. Eligible participants were transitioned to the Classic Plan on January 1, 2018.

#### **Actives**

January 1, 2017

The Trust has moved to a Shared Administration contract with Premera Blue Cross. This brings the management and payment of medical claims to Welfare and Pension Administration Service, Inc. (WPAS). To find a preferred provider visit <a href="www.premera.com/sharedadmin">www.premera.com/sharedadmin</a>. The preferred network will be prepopulated and you will be able to search for providers close to you.

Prescriptions – Prescription Drug Management has moved from Express Scripts to Sav-Rx.

Medical – The out-of-pocket (OOP) limit is divided into two separate maximus, the Medical Benefit OOP Maximum and Prescription OOP Maximum.

Medical Plan OOP	2016	2017
Maximum		
Classic Plan	Individual: \$2,500	Individual:\$2,250
	Family: \$5,000	Family: \$4,500
Traditional Plan	Individual: \$1,500	Individual: \$1,500
	Family: \$3,000	Family: \$3,000

Effective 2017, the Medical OOP Maximum includes all copays (except prescription copays), deductible and coinsurance

Prescription OOP Maximum:

Prescription Drug OOP Maximum	2016	2017
Classic Plan	NA	Individual: \$250
		Family: \$500
Traditional Plan	N/A	Individual: \$250
		Family: \$500

May 1, 2017

The Trust has partnered with Spokane Internal Medicine(SIM) to provide the Fire Fighter centric Medical exam at no cost to the member on either an annual basis or as recommended by the SIM physician. This benefit is applicable to Active and non-Medicare Eligible retirees.

#### Retirees

January 1, 2017

The Trust has moved to a Shared Administration contract with Premera Blue Cross. This brings the management and payment of medical claims to WPAS. To find a preferred provider visit <a href="www.premera.com/sharedadmin">www.premera.com/sharedadmin</a>. The preferred network will be prepopulated and you will be able to search for providers close to you.

Prescriptions – Prescription Drug Management has moved from Express Scripts to Sav-Rx.

Medical – The out-of-pocket (OOP) limit is divided into two separate maximus, the Medical Benefit OOP Maximum and Prescription OOP Maximum

Medical Plan OOP	2016	2017
Maximum		
Economy	Individual:\$3,500	Individual: \$3,250
	Family: \$7,000	Family:\$ 6,500
Classic Plan	Individual: \$2,500	Individual:\$2,250
	Family: \$5,000	Family: \$4,500
Traditional Plan	Individual: \$1,500	Individual: \$1,500
	Family: \$3,000	Family: \$3,000

Effective 2017, the Medical OOP Maximum includes all copays (except prescription copays), deductible and coinsurance

Prescription OOP Maximum:

Prescription Drug	2016	2017
OOP Maximum		
Economy Plan	N/A	Individual: \$250
		Family: \$500
Classic Plan	N/A	Individual: \$250
		Family: \$500
Traditional Plan	N/A	Individual: \$250
		Family: \$500

#### **Actives**

January 1, 2016

Medical – The In-Network or providers changed from Heritage to Heritage Prime.

Medical – There are two new plans:

- Classic Plan
- Traditional Plan

The differences between these plans are found in the deductible and outof-pocket maximum levels. All other coverage levels are the same for both plans

Coverage Level	Classic Plan	Traditional Plan
Deductible	\$1,500/\$3,000	\$500/\$1,000
Individual/Family		
Annual Out-of-	\$2,500/\$5,000	1,500/\$3,000
<b>Pocket Maximum</b>		
Individual/Family		
Coinsurance	80%	80%
Office Visit Copay	\$20	\$20

Medical – You will have access to virtual healthcare through Premera's Teladoc with no out-of-pocket costs.

#### Retirees

January 1, 2016

Medical – The In-Network or providers changed from Heritage to Heritage Prime.

Medical – There are two new plans:

- Classic Plan
- Traditional Plan

The differences between these plans are found in the deductible and outof-pocket maximum levels. All other coverage levels are the same for both plans

Coverage Level	Economy Plan	Classic Plan	Traditional Plan
<b>Deductible</b> Individual/Family	\$2,500/\$5,000	\$1,500/\$3,000	\$500/\$1,000
Annual Out-of- Pocket Maximum Individual/Family	\$3,500/\$7,500	\$2,500/\$5,000	1,500/\$3,000
Coinsurance	80%	80%	80%
Office Visit Copay	\$20	\$20	\$20

 $\label{eq:medical-You} \begin{tabular}{ll} Medical-You will have access to virtual healthcare through Premera's \\ Teladoc with no out-of-pocket costs. \\ \end{tabular}$ 

#### INTRODUCTION

This plan is self-funded by Spokane Fire Fighters Benefits Trust (SFFBT), which means that Spokane Fire Fighters Benefits Trust (SFFBT) is financially responsible for the payment of plan benefits. Spokane Fire Fighters Benefits Trust (SFFBT) ("the Group") has the final discretionary authority to determine eligibility for benefits and construe the terms of the plan.

Spokane Fire Fighters Benefits Trust (SFFBT) has contracted with Premera Blue Cross, an Independent Licensee of the Blue Cross Blue Shield Association, to perform administrative duties under the plan, including the processing of claims. Spokane Fire Fighters Benefits Trust (SFFBT) has delegated to us the discretionary authority to determine eligibility for benefits and to construe the terms used in this plan to the extent stated in our administrative services contract with the Group. Premera Blue Cross doesn't insure this plan. In this booklet Premera Blue Cross is called the "Claims Administrator." This booklet replaces any other benefit booklet you may have.

This plan will comply with the 2010 federal health care reform law, called the Affordable Care Act (see "Definitions"). If Congress, federal or state regulators, or the courts make further changes or clarifications regarding the Affordable Care Act and its implementing regulations, including changes which become effective on the beginning of the calendar year, this plan will comply with them even if they are not stated in this booklet or if they conflict with statements made in this booklet.

Group Name: Spokane Fire Fighters Benefits Trust (SFFBT)

Effective Date: January 1, 2016

Group Number: 4000365

Plan: Your Choice (Non-Grandfathered)

Certificate Form Number: 40003650116B

#### **HOW TO USE THIS BOOKLET**

This booklet will help you get the most out of your benefits. Every section contains important information, but the ones below may be particularly useful:

- How Does Selecting A Provider Affect My Benefits? how using network providers will cut your costs
- What Types Of Expenses Am I Responsible For Paying?
- What Are My Benefits? what's covered and what you need to pay for covered services.
- **Prior Authorization** Describes the plan's prior authorization and emergency admission notification requirements.
- What's Not Covered? services that are either limited or not covered under this plan
- Who Is Eligible For Coverage? eligibility requirements for this plan
- How Do I File A Claim? step-by-step instructions for claims submissions
- Complaints And Appeals processes to follow if you want to file a complaint or an appeal
- **Definitions** terms that have specific meanings under this plan. Example: "You" and "your" refer to members under this plan. "We," "us" and "our" refer to Premera Blue Cross.

#### FOR MORE INFORMATION

You'll find our contact information on the back cover of this booklet. Please call or write Customer Service for help with:

- · Questions about benefits or claims
- Questions or complaints about care you receive
- Changes of address or other personal information

You can also get benefit, eligibility and claim information through our Interactive Voice Response system when you call.

#### Online information about your plan is at your fingertips whenever you need it

You can use our Web site to:

- Locate a health care provider near you
- Get details about the types of expenses you're responsible for and this plan's benefit maximums
- · Check the status of your claims
- · Visit our health information resource to learn about diseases, medications, and more

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## HOW DOES SELECTING A PROVIDER AFFECT MY BENEFITS?

This plan's benefits and your out-of-pocket expenses depend on the providers you see. In this section you'll find out how the providers you see can affect this plan's benefits and your costs.

#### **Network Providers**

This plan is a Preferred Provider Plan (PPO). This means that the plan provides you benefits for covered services from providers of your choice. Its benefits are designed to provide lower out-of-pocket expenses when you receive care from network providers. There are some exceptions, which are explained below.

Network providers are:

- Providers in the Heritage Prime network in Washington. For care in Clark County, Washington, you also have access to providers through the BlueCard<sup>®</sup> Program.
- Providers in Alaska that have signed contracts with Premera Blue Cross Blue Shield of Alaska.
- For care outside the service area (see "Definitions"), providers in the local Blue Cross and/or Blue Shield Licensee's network shown below. (These Licensees are called "Host Blues" in this booklet.) See "Out-Of-Area Care" later in the booklet for more details.
  - Wyoming: The Host Blue's Traditional (Participating) network
  - All Other States: The Host Blue's PPO (Preferred) network

Participating pharmacies are also network providers and are available nationwide.

Network providers provide medical care to members at negotiated fees. These fees are the allowable charges for network providers. When you receive covered services from a network provider, your medical bills will be reimbursed at a higher percentage (the in-network benefit level). Network providers will not charge you more than the allowable charge for covered services. This means that your portion of the charges for covered services will be lower.

A list of network providers is in our Heritage Prime provider directory. You can access the directory at any time on our Web site at **www.premera.com**. You may also ask for a copy of the directory by calling Customer Service. The providers are listed by geographical area, specialty and in alphabetical order to help you select a provider that is right for you. You can also call the BlueCard provider line to

locate a network provider. The numbers are on the back cover of this booklet and on your Premera Blue Cross ID card.

**Important Note:** You're entitled to receive a provider directory automatically, without charge.

#### **Non-Network Providers**

Non-network providers are providers that are not in one of the networks shown above. Your bills will be reimbursed at a lower percentage (the out-ofnetwork benefit level).

- Some providers in Washington that are not in the Heritage Prime network do have a contract with us. Even though your bills will be reimbursed at the lower percentage (the non-network benefit level), these providers will not bill you for any amount above the allowable charge for a covered service. The same is true for a provider that is in a different network of the local Host Blue.
- There are also providers who do not have a contract with us, Premera Blue Cross Blue Shield of Alaska or the local Host Blue at all. These "non-contracted" providers have the right to charge you more than the allowable charge for a covered service. You may also be required to submit the claim yourself. See "How Do I File A Claim?" for details.

Amounts in excess of the allowable charge don't count toward any applicable calendar year deductible, coinsurance or out-of-pocket maximum.

Services you receive in a network facility may be provided by physicians, anesthesiologists, radiologists or other professionals who are nonnetwork providers. When you receive services from these non-network providers, you may be responsible for amounts over the allowable charge as explained above.

### In-Network Benefits For Non-Network Providers

The following covered services and supplies provided by non-network providers will always be covered at the in-network level of benefits:

Emergency care for a medical emergency.
 (Please see the "Definitions" section for definitions of these terms.) This plan provides worldwide coverage for emergency care.

The benefits of this plan will be provided for covered emergency care without the need for any prior authorization and without regard as to whether the health care provider furnishing the services is a network provider. Emergency care furnished by a non-network provider will be reimbursed on the same basis as a network provider. As explained above, if you see a non-

- network provider, you may be responsible for amounts that exceed the allowable charge.
- Services from certain categories of providers to which provider contracts are not offered. These types of providers are not listed in the provider directory.
- Services associated with admission by a network provider to a network hospital that are provided by hospital-based providers.
- Facility and hospital-based provider services received in Washington from a hospital that has a provider contract with Premera Blue Cross, if you were admitted to that hospital by a Heritage Prime provider who doesn't have admitting privileges at a Heritage Prime hospital.
- Covered services received from providers located outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands.

If a covered service is not available from a network provider, you can receive benefits for services provided by a non-network provider at the in-network benefit level. However, you must request this before you get the care. See "Prior Authorization" to find out how to do this.

### WHAT TYPES OF EXPENSES AM I RESPONSIBLE FOR PAYING?

This section of your booklet explains the types of expenses you must pay for covered services before the benefits of this plan are provided. (These are called "cost-shares" in this booklet.) To prevent unexpected out-of-pocket expenses, it's important for you to understand what you're responsible for. You'll find the dollar amounts for these expenses and when they apply in the "What Are My Benefits?" section.

#### **COPAYMENTS**

Copayments (hereafter referred to as "copays") are fixed up-front dollar amounts that you're required to pay for certain covered services. Your provider of care may ask that you pay the copay at the time of service.

The copays applicable to the "Medical Services" portion of this plan are located under the "What Are My Copays?" provision in the "What Are My Benefits?" section later in this booklet. Any benefits that are subject to different copays will state those amounts in the benefit.

After your copay, other than Emergency Room services, benefits subject to a copay aren't subject to your deductible and coinsurance.

Please refer to the Emergency Room Services benefit under the "What Are My Benefits?" section for more details.

#### CALENDAR YEAR DEDUCTIBLE

A calendar year deductible is the amount of expense you must incur in each calendar year for covered services and supplies before this plan provides certain benefits. The amount credited toward the calendar year deductible for any covered service or supply won't exceed the "allowable charge" (please see the "Definitions" section in this booklet).

#### Individual Deductible

An "Individual Deductible" is the amount each member must incur and satisfy before certain benefits of this plan are provided.

#### **Family Deductible**

We also keep track of the expenses applied to the individual deductible that are incurred by all enrolled family members combined. When the total equals a set maximum, called the "Family Deductible," we will consider the individual deductible of every enrolled family member to be met for the year. Only the amounts used to satisfy each enrolled family member's individual deductible will count toward the family deductible.

The calendar year deductible amounts applicable to the "Medical Services" portion of this plan are located under the "What Are My Benefits?" section.

### What Doesn't Apply To The Calendar Year Deductible?

Amounts that don't accrue toward this plan's calendar year deductible are:

- · Amounts that exceed the allowable charge
- Charges for excluded services
- The difference in cost between a brand name drug and an equivalent generic drug when the plan requires the generic drug to be dispensed in place of the brand name drug.
- Copays
- The coinsurance for participating pharmacies stated in the Prescription Drugs benefit

#### COINSURANCE

"Coinsurance" is a defined percentage of allowable charges for covered services and supplies you receive. It's the percentage you're responsible for, not including copays and the calendar year deductible, when the plan provides benefits at less than 100% of the allowable charge.

The coinsurance percentage applicable to the "Medical Services" portion of this plan is located under "What's My Coinsurance?" in the "What Are My Benefits?" section. Any benefits that are subject to a different coinsurance percentage will state that percentage in the benefit.

#### **OUT-OF-POCKET MAXIMUM**

The "individual out-of-pocket maximum" is the maximum amount, made up of the cost-shares below, that each individual could pay each calendar year for certain covered services and supplies. Please refer to "What's My Out-of-Pocket Maximum?" in the "What Are My Benefits?" section for the amount of any out-of-pocket maximums you're responsible for.

Once the out-of-pocket maximum has been satisfied, the benefits of this plan will be provided at 100% of allowable charges for the remainder of that calendar year for covered services that are subject to the maximum.

The out-of-pocket maximum applies to services of both network and non-network providers.

Cost-shares that apply to the out-of-pocket maximum are:

- Your coinsurance
- The calendar year deductible
   Once the family deductible is met, your individual deductible will be satisfied. However, you must still pay any other cost-shares shown in "What Are My Benefits?" until your individual out-of-pocket maximum is reached.
- Copays

There are some exceptions. Expenses that do not apply to the out-of-pocket maximum are:

- Charges above the allowable charge
- · Charges not covered by the plan
- The difference in cost between a brand name drug and an equivalent generic drug when the plan requires the generic drug to be dispensed in place of the brand name drug.

We keep track of the total cost-shares applied to the individual out-of-pocket maximum that are incurred by all enrolled family members combined. When this total equals a set maximum, called the "Family Out-of-Pocket Maximum," we will consider the individual out-of-pocket maximum of every enrolled family member to be met for that calendar year. Only the amounts used to satisfy each enrolled family member's individual out-of-pocket maximum will count toward the family out-of-pocket maximum.

#### WHAT ARE MY BENEFITS?

This section of your booklet describes the specific benefits available for covered services and supplies. Benefits are available for a service or supply described in this section when it meets all of these requirements:

- It must be furnished in connection with either the prevention or diagnosis and treatment of a covered illness, disease or injury.
- It must be medically necessary (please see the "Definitions" section in this booklet) and must be furnished in a medically necessary setting.
   Inpatient care is only covered when you require care that could not be provided in an outpatient setting without adversely affecting your condition or the quality of care you would receive.
- It must not be excluded from coverage under this plan.
- The expense for it must be incurred while you're covered under this plan.
- It must be furnished by a "provider" (please see the "Definitions" section in this booklet) who's performing services within the scope of his or her license or certification.
- It must meet the standards set in our medical and payment policies. The plan uses policies to administer the terms of the plan. Medical policies are generally used to further define medical necessity or investigational status for specific procedures, drugs, biologic agents, devices, level of care or services. Payment policies define our provider billing and payment rules. Our policies are based on accepted clinical practice guidelines and industry standards accepted by organizations like the American Medical Association (AMA), other professional societies and the Center for Medicare and Medicaid Services (CMS). Our policies are available to you and your provider at www.premera.com or by calling Customer Service.

Benefits for some types of services and supplies may be limited or excluded under this plan. Please refer to the actual benefit provisions throughout this section and the "What's Not Covered?" section for a complete description of covered services and supplies, limitations and exclusions.

This plan complies with state and federal regulations about coverage for diabetes medical treatment. Please see the Prescription Drugs, Medical Equipment and Supplies, Preventive Care, Professional Visits and Services, and Health Management benefits.

#### WHAT ARE MY COPAYS?

Services subject to a copay when received from a network provider are subject to a calendar year deductible and coinsurance when received from non-network providers.

#### **Emergency Room Copay**

For each emergency room visit, you pay \$100. Emergency room visits are also subject to any applicable in-network calendar year deductible and coinsurance. The emergency room copay will be waived if you're admitted directly to the hospital from the emergency room.

#### **Professional Visit Copay**

For each office or home visit furnished by a network provider, you pay \$20.

Certain services don't require a copay. However, the Professional Visit Copay may apply if you have a consultation with the provider or receive other services. Separate copays will apply for each separate network provider you receive services from, even if those services are received on the same day.

In addition to office or home visits, this copay also applies to the following services in an office setting: Spinal and other manipulations, acupuncture, biofeedback, rehabilitation therapy, and neurodevelopmental therapy

This copay doesn't apply to the following:

- Services listed under the Home and Hospice Care benefit
- Office visits solely for services that comply with the federal guidelines for preventive services in the Preventive Care benefit.
- Nutritional therapy
- Services covered under the Contraceptive Management and Sterilization benefit.

### WHAT'S MY CALENDAR YEAR DEDUCTIBLE?

#### **Individual Calendar Year Deductible**

For each member, this amount is \$1,500. This deductible applies to both in-network and non-network providers' services.

While some benefits have dollar maximums, others have different kinds of maximums, such as a maximum number of visits or days of care that can be covered. We don't count allowable charges that apply to your individual calendar year deductible toward dollar benefit maximums. But if you receive services or supplies covered by a benefit that has any other kind of maximum, we do count the services or supplies that apply to your individual calendar year deductible toward that maximum.

**Please Note:** The calendar year deductible accrues toward the out-of-pocket maximum, if any.

#### **Family Deductible**

The maximum calendar year deductible for your family is \$3,000. This deductible applies to both innetwork and non-network providers' services.

#### WHAT'S MY COINSURANCE?

When you see network providers, your coinsurance is 20% of allowable charges.

When you see non-network providers, your coinsurance is 40% of allowable charges.

However, there are a few exceptions to the above coinsurance percentages. Please see the benefits listed below for details:

- The Ambulance Services benefit
- The Emergency Room Services benefit
- The Transplants benefit
- The Contraceptive Management and Sterilization benefit
- The Diagnostic Services benefit
- The Diagnostic And Screening Mammography benefit
- The Health Management benefit
- The Medical Equipment And Supplies benefit
- The Prescription Drugs benefit
- The Preventive Care benefit
- · The Vision Exams benefit
- · The Vision Hardware benefits

#### WHAT'S MY OUT-OF-POCKET MAXIMUM?

#### **Individual Maximum**

For each member, this amount is \$2,500 per calendar year for care from network and non-network providers combined.

#### **Family Maximum**

For each family, this amount is \$5,000 per calendar year for care from network and non-network providers combined.

#### **MEDICAL SERVICES**

#### **Acupuncture Services**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

**Please Note:** If you see a non-network provider, acupuncture benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for acupuncture services when medically necessary to relieve pain, induce surgical anesthesia, or to treat a covered illness, injury, or condition.

Benefits are provided for up to 24 visits per member per calendar year.

#### **Ambulance Services**

Benefits for the following services are subject to your in-network calendar year deductible and coinsurance.

Benefits are provided for licensed surface (ground or water) and air ambulance transportation to the nearest medical facility equipped to treat your condition, when any other mode of transportation would endanger your health or safety. Medically necessary services and supplies provided by the ambulance are also covered. Benefits are also provided for transportation from one medical facility to another, as necessary for your condition. This benefit only covers the member that requires transportation.

#### **Ambulatory Surgical Center Services**

The following services are subject to your calendar year deductible and coinsurance when you use a network facility.

Please Note: If services and supplies are furnished by a non-network medical facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from nonnetwork providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for services and supplies furnished by an ambulatory surgical center.

#### **Blood Products and Services**

Benefits are provided for blood and blood derivatives, subject to your calendar year deductible and coinsurance when you use a network provider.

If you use a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

#### **Chemical Dependency Treatment**

This benefit covers inpatient and outpatient chemical dependency treatment and supporting services. The Chemical Dependency Treatment benefit does not have its own benefit maximum.

Most benefits are subject to the same calendar year deductible, coinsurance or copays, if any, that you would pay for inpatient or outpatient treatment for

other covered medical conditions. To find the amounts you are responsible for, please see the first few subsections of this "What Are My Benefits?" section. As the result of applying the federal parity tests, your cost-shares for outpatient facility care for chemical dependency treatment will match the cost share for non-preventive diagnostic services shown in the Diagnostic Services benefit.

Covered services include services provided by a state-approved treatment program or other licensed or certified provider.

The current edition of the **Patient Placement Criteria for the Treatment of Substance Related Disorders** as published by the American Society of Addiction Medicine is used to determine if chemical dependency treatment is medically necessary.

**Please Note:** Medically necessary detoxification is covered under the Emergency Room Services and Hospital Inpatient Care benefits.

### The Chemical Dependency Treatment benefit doesn't cover:

- Treatment of alcohol or drug use or abuse that does not meet the definition of "Chemical Dependency" as stated in the "Definitions" section of this booklet
- Voluntary support groups, such as Alanon or Alcoholics Anonymous
- Court-ordered services, services related to deferred prosecution, deferred or suspended sentencing or to driving rights, unless they are medically necessary
- Halfway houses, quarterway houses, recovery houses, and other sober living residences
- Outward bound, wilderness, camping or tall ship programs or activities

#### **Clinical Trials**

This plan covers the routine costs of a qualified clinical trial. Routine costs are the medically necessary care that is normally covered under this plan for a member who is not enrolled in a clinical trial. The trial must be appropriate for your health condition and you must be enrolled in the trial at the time of treatment for which coverage is requested.

Benefits are based on the type of service you get. For example, benefits for an office visit are covered under the Professional Visits And Services benefit and lab tests are covered under the Diagnostic Services benefit.

A qualified clinical trial is a phase I, II, III or IV clinical trial that is conducted on the prevention, detection or treatment of cancer or other life-threatening disease or conditions. The trial must also be funded or approved by a federal body, such as one of the National Institutes of Health (NIH), a qualified private

research entity that meets the standards for NIH support grant eligibility, or by an institutional review board in Washington that has approval by the NIH Office for Protection from Research Risks.

A "clinical trial" does not include expenses for:

- Costs for treatment that are not primarily for the care of the patient (such as lab tests performed solely to collect data for the trial)
- The investigational item, device or service itself
- A service that is clearly not consistent with widely accepted and established standards of care for a particular condition
- Services, supplies or pharmaceuticals that would not be charged to the member, if there were no coverage.
- Services provided in a clinical trial that are fully funded by another source

We encourage you or your provider to call Customer Service before you enroll in a clinical trial. We can help you verify that the clinical trial is a qualified clinical trial.

#### **Contraceptive Management and Sterilization**

Benefits for sterilization and for contraceptive management aren't subject to any cost-shares (see "Definitions") when you use a network provider.

This benefit covers the following services and supplies received from a health care provider:

- Office visits and consultations related to contraception
- Injectable contraceptives and related services
- Implantable contraceptives (including hormonal implants) and related services
- Emergency contraception methods (oral or injectable)
- Sterilization procedures. When sterilization is performed as the secondary procedure, associated services such as anesthesia and facility charges will be subject to your cost-shares under the applicable facility benefit and are not covered by this benefit.

**Please Note:** If the above services and supplies are furnished by a non-network provider or medical facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

#### **Contraceptives Dispensed By A Pharmacy**

 Prescription contraceptives (including emergency contraception) and prescription barrier devices or supplies that are dispensed by a licensed pharmacy are covered under the Prescription Drugs benefit. Your normal cost-share is waived for these devices, for generic emergency birth control drugs and for other birth control drugs that are generic or single-source brand name drugs when you get them from a participating pharmacy. Examples of covered devices are diaphragms and cervical caps.

 Over-the-counter female contraceptives that are prescribed by your healthcare provider and purchased through a licensed pharmacy are also covered. No cost-share is required when you get them through a participating pharmacy. Please have your prescription ready for the pharmacist.

### The Contraceptive Management and Sterilization benefit doesn't cover:

- Over-the-counter male contraceptive drugs, supplies or devices
- Prescription contraceptive take-home drugs dispensed and billed by a facility or provider's office
- Hysterectomy. (Covered on the same basis as other surgeries. See the Surgical Services benefit.)
- · Sterilization reversal
- Testing, diagnosis, and treatment of infertility, including fertility enhancement services, procedures, supplies and drugs

#### **Dental Services**

This benefit will only be provided for the dental services listed below.

#### **Care For Injuries**

#### **Professional Visits**

The professional visit copay applies to dentist visits to examine the damage done by a dental injury and recommend treatment. You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

#### **Dental Treatment**

Benefits for these services are subject to your calendar year deductible and coinsurance when provided by a network provider.

**Please Note:** If the above services and supplies are furnished by a non-network provider or medical facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from

non-network providers, please see the "What Are My Benefits?" section of this booklet.

When services are related to an injury, benefits are provided for the repreparation or repair of the natural tooth structure when such repair is performed within 12 months of the injury.

These services are only covered when they're:

- Necessary as a result of an injury
- Performed within the scope of the provider's license
- Not required due to damage from biting or chewing
- Rendered on natural teeth that were free from decay and otherwise functionally sound at the time of the injury. "Functionally sound" means that the affected teeth don't have:
  - Extensive restoration, veneers, crowns or splints
  - Periodontal disease or other condition that would cause the tooth to be in a weakened state prior to the injury

**Please Note:** An injury does not include damage caused by biting or chewing, even if due to a foreign object in food.

If necessary services can't be completed within 12 months of an injury, coverage may be extended if your dental care meets the plan's extension criteria. We must receive extension requests within 12 months of the injury date.

#### When Your Condition Requires Hospital Or Ambulatory Surgical Center Care

#### **Inpatient Facility Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Ambulatory Surgical Center Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

If services and supplies are furnished by a nonnetwork ambulatory surgical center or hospital, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from nonnetwork providers, please see the "What Are My Benefits?" section of this booklet.

#### **Anesthesiologist Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network provider.

If anesthesiologist services are provided by a nonnetwork provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

General anesthesia and related facility services for dental procedures are covered when medically necessary for 1 of 2 reasons:

- The member is under the age of 7 or is disabled physically or developmentally and has a dental condition that can't be safely and effectively treated in a dental office
- The member has a medical condition in addition to the dental condition needing treatment that the attending provider finds would create an undue medical risk if the treatment weren't done in a hospital or ambulatory surgical center

**Please Note:** This benefit will not cover the dentist's services unless the services are to treat a dental injury and meet the requirements described above.

#### **Diagnostic Services**

When you use a network provider, benefits for diagnostic laboratory and imaging services aren't subject to your calendar year deductible or coinsurance, if any. However, diagnostic surgeries, including scope insertion procedures, that do not meet preventive guidelines, can only be covered under the Surgical Services benefit.

If you see a non-network provider, benefits for diagnostic services are subject to your calendar year deductible, if any, and coinsurance, if any. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for diagnostic services, including administration and interpretation. Some examples of what's covered are:

- Diagnostic imaging and scans (including x-rays and EKGs)
- Screening tests for prostate and cervical cancer
- Colon cancer screening. Includes exams, colonoscopy, sigmoidoscopy and fecal occult blood tests. Coverage for colonoscopy and sigmoidoscopy includes medically necessary sedation. Benefits include anesthesia services performed in connection with the preventive colonoscopy if the attending provider determines that anesthesia would be medically appropriate for the member. Removal of polyps during a screening colonoscopy is also covered as part of the preventive screening
- BRCA genetic testing for women at risk for certain breast cancers

- Laboratory services, including routine and preventive
- Pathology tests

### Preventive and Diagnostic Colon Health Screenings

Preventive and diagnostic colon health screenings include routine and preventive colonoscopies, sigmoidoscopies, and barium enemas. Facility, anesthesia, and professional charges for these colorectal screening tests are covered at 100% of allowable charges (your calendar year deductible is waived and you pay no coinsurance) when services are provided by network providers.

If you see a non-network provider, benefits for preventive and diagnostic colon health screenings are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet

### In addition to 'What's Not Covered?" this Diagnostic Services benefit doesn't cover:

- Allergy testing. See the Professional Visits and Services benefit for coverage of allergy testing.
- Covered inpatient diagnostic services that are furnished and billed by an inpatient facility. These services are only eligible for coverage under the applicable inpatient facility benefit.
- Outpatient diagnostic services that are billed by an outpatient facility or emergency room and received in combination with other hospital or emergency room services. Benefits are provided under the Hospital Outpatient or Emergency Room Services benefits.
- Mammography services. Please see the Diagnostic and Screening Mammography benefit.

#### **Diagnostic and Screening Mammography**

When you see a network provider, benefits for these services aren't subject to your calendar year deductible or coinsurance, if any.

Please Note: If you see a non-network provider, benefits for diagnostic and screening mammography are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

The Diagnostic and Screening Mammography benefit covers diagnostic and screening mammography recommended by your physician, advanced registered nurse practitioner or physician's assistant.

#### **Dialysis**

When you have end-stage renal disease (ESRD) you may be eligible to enroll in Medicare. If eligible, it is important to enroll in Medicare as soon as possible. When you enroll in Medicare, this plan and Medicare will coordinate benefits. In most cases, this means that you will have little or no out-of-pocket expenses.

Medicare has a waiting period, generally the first 90 days after dialysis starts. During this waiting period, benefits are subject to the same calendar year deductible and coinsurance, if any, as you would pay for outpatient services for other covered medical conditions. To find the amounts you are responsible for please see the first few subsections of this "What Are My Benefits?" section.

After Medicare's waiting period, the deductible and coinsurance, if any, for dialysis are waived for network and non-network providers.

Network providers are paid according to their provider contracts. The amount the plan pays nonnetwork providers for dialysis after Medicare's waiting period is 125% of the Medicare-approved amount, even if you do not enroll in Medicare.

If the dialysis services are provided by a nonnetwork provider and you do not enroll in Medicare, then you will owe the difference between the nonnetwork provider's billed charges and the plan's payment for the covered services. See the "Allowable Charge" definition for more information.

#### **Emergency Room Services**

You pay a \$100 copay per visit to the emergency room. Benefits for these services are also subject to your in-network calendar year deductible and coinsurance.

**Please Note**: The emergency room copay will be waived if you're admitted directly to the hospital from the emergency room.

This benefit is provided for emergency room services, including related services and supplies, such as surgical dressings and drugs, furnished by and used while in the emergency room. Also covered under this benefit are medically necessary detoxification services. This benefit covers outpatient diagnostic services when they are billed by the emergency room and are received in combination with other hospital or emergency room services.

For chemical dependency treatment benefit information, please see the Chemical Dependency Treatment benefit.

#### **Health Management**

Benefits for these services are provided at 100% of allowable charges and are not subject to a calendar year maximum.

Benefits are only provided when the following services are furnished by a network or approved provider or facility except Diabetes Health Education. To find out whether the provider you have chosen is approved, please contact our Customer Service department.

#### **Health Education**

Benefits are provided for outpatient health education services to manage a covered condition, illness or injury. Examples of covered health education services are asthma education, pain management, childbirth and newborn parenting training and lactation.

#### **Diabetes Health Education**

Benefits for these services are provided at 100% of allowable charges and are not subject to a calendar year maximum when you see a network provider.

If you see a non-network provider, benefits for these services are subject to your calendar year deductible, if any, and coinsurance, if any. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for outpatient health education and training services to manage the condition of diabetes.

#### **Nicotine Dependency Programs**

Benefits are provided for nicotine dependency programs. You pay for the cost of the program and send us proof of payment along with a reimbursement form. When we receive these items, the plan will provide benefits as stated above in this benefit. Please contact our Customer Service department (see the back cover of this booklet) for a reimbursement form.

Prescription drugs for the treatment of nicotine dependency are also covered under this plan. Please see the Prescription Drugs benefit.

#### **Home and Hospice Care**

To be covered, home health and hospice care must be part of a written plan of care prescribed, periodically reviewed, and approved by a physician (M.D. or D.O.) In the plan of care, the physician must certify that confinement in a hospital or skilled nursing facility would be required without home health or hospice services.

Benefits are provided, up to the maximums shown below, for covered services furnished and billed by a home health agency, home health care provider, or hospice that is Medicare-certified or is licensed or certified by the state it operates in.

Covered employees of a home health agency and hospice are a registered nurse; a licensed practical nurse; a licensed physical therapist or occupational therapist; a certified respiratory therapist; a speech therapist certified by the American Speech, Language, and Hearing Association; a home health aide directly supervised by one of the above providers (performing services prescribed in the plan of care to achieve the desired medical results); and a person with a master's degree in social work. Also included in this benefit are medical equipment and supplies provided as part of home health care.

#### **Home Health Care**

Benefits for the following services are subject to your calendar year deductible and coinsurance when services are provided by network providers.

**Please Note:** If you see a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This benefit provides up to 130 intermittent home visits per member each calendar year by a home health care provider or one or more of the home health agency employees above. Other therapeutic services, such as respiratory therapy and phototherapy, are also covered under this benefit. Home health care provided as an alternative to inpatient hospitalization is not subject to this limit.

#### **Hospice Care**

Benefits for a terminally ill member shall not exceed 6 months of covered hospice care unless the member is facing imminent death, entering remission or meets the requirements below. The initial 6-month period starts on the first day of covered hospice care. Benefits may also be provided for palliative care in cases where the member has a serious or life-threatening condition. Coverage of palliative care is usually approved for 12 months at a time. It can be extended based on the member's specific condition. Coverage includes expanded access to home-based care and care coordination.

Covered hospice services are:

 In-home intermittent hospice visits by one or more of the hospice employees above. These services don't count toward the 130 intermittent home visit limit shown above under Home Health Care. You pay the same share of the allowable charge for in-home hospice care as you do for home health care.

- Respite care up to a maximum of 240 hours, to relieve anyone who lives with and cares for the terminally ill member.
- Inpatient hospice care up to a maximum of 14 days. This benefit provides for inpatient services and supplies used while you're a hospice inpatient, such as solutions, medications or dressings, when ordered by the attending physician.

Inpatient hospice care is subject to your calendar year deductible and coinsurance when you use a network facility.

Please Note: If services and supplies are furnished by a non-network medical facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

### Insulin and Other Home and Hospice Care Provider Prescribed Drugs

Prescription drugs and insulin are subject to your calendar year deductible and coinsurance when provided by a network provider.

**Please Note:** If prescription drugs and insulin are furnished and billed by a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for prescription drugs and insulin furnished and billed by a home health care provider, home health agency or hospice.

#### This benefit doesn't cover:

- Over-the-counter drugs, solutions and nutritional supplements
- Services provided to someone other than the ill or injured member
- · Services of family members or volunteers
- Services, supplies or providers not in the written plan of care or not named as covered in this benefit
- · Custodial care, except for hospice care services
- Non-medical services, such as spiritual, bereavement, legal or financial counseling
- Normal living expenses, such as food, clothing, and household supplies; housekeeping services, except for those of a home health aide as prescribed by the plan of care; and transportation services

 Dietary assistance, such as "Meals on Wheels," or nutritional guidance

#### **Hospital Inpatient Care**

The following services are subject to your calendar year deductible and coinsurance when you use a network facility.

**Please Note:** If services and supplies are furnished by a non-network hospital, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for the following inpatient medical and surgical services:

- Room and board expenses, including general duty nursing and special diets
- Use of an intensive care or coronary care unit equipped and operated according to generally recognized hospital standards
- Operating room, surgical supplies, hospital anesthesia services and supplies, drugs, dressings, equipment and oxygen
- Facility charges for diagnostic and therapeutic services. Facility charges include any services received by a hospital-employed provider and billed by the hospital.
- Blood, blood derivatives and their administration
- Medically necessary detoxification services

For inpatient hospital chemical dependency treatment, except as stated above for medically necessary detoxification services, please see the Chemical Dependency Treatment benefit.

For inpatient hospital obstetrical care and newborn care, please see the Obstetrical Care and Newborn Care benefits.

For benefit information on professional diagnostic services done while at the hospital, see the Diagnostic Services benefit.

#### This benefit doesn't cover:

- Hospital admissions for diagnostic purposes only, unless the services can't be provided without the use of inpatient hospital facilities, or unless your medical condition makes inpatient care medically necessary.
- Any days of inpatient care that exceed the length of stay that is medically necessary to treat your condition.

#### **Hospital Outpatient Care**

#### **Outpatient Surgery Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Other Outpatient Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

Please Note: If services and supplies are furnished by a non-network outpatient facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This benefit covers operating rooms, procedure rooms, and recovery rooms. Also covered are services and supplies, such as surgical dressings and drugs, furnished by and used while at the hospital. This benefit covers outpatient diagnostic services only when they are billed by the hospital and received in combination with other outpatient hospital services.

#### **Infusion Therapy**

Benefits for the following services are subject to your calendar year deductible and coinsurance when services are furnished by a network provider.

**Please Note:** When infusion services and supplies are furnished by a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This benefit is provided for outpatient professional services, supplies, drugs and solutions required for infusion therapy. Infusion therapy (also known as "intravenous therapy") is the administration of fluids into a vein by means of a needle or catheter, most often used for the following purposes:

- To maintain fluid and electrolyte balance
- To correct fluid volume deficiencies after excessive loss of body fluids
- Members that are unable to take sufficient volumes of fluids orally
- Prolonged nutritional support for members with gastrointestinal dysfunction

This benefit doesn't cover over-the-counter drugs, solutions and nutritional supplements.

#### Mastectomy and Breast Reconstruction Services

Benefits are provided for mastectomy necessary due to disease, illness or injury. If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health And Cancer Rights Act of 1998 (WHCRA). For any member electing breast reconstruction in connection with a mastectomy, this benefit covers:

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

Services are to be provided in a manner determined in consultation with the attending physician and the patient.

If you would like more information on WHCRA benefits, please call Spokane Fire Fighters Benefits Trust (SFFBT).

This benefit is subject to the same cost-shares that apply to other medical and surgical benefits under this plan. Therefore, the following cost-shares apply:

#### **Inpatient Facility Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Inpatient Professional and Surgical Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when services are provided by a network provider.

#### **Outpatient Surgical Facility Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Outpatient Professional Visits**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

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#### **Other Outpatient Professional Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when services are provided by a network provider.

Please Note: If mastectomy or breast reconstruction services and supplies are furnished by a non-network provider or medical facility, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

#### **Medical Equipment and Supplies**

Benefits for the following services are subject to your calendar year deductible and coinsurance when you use a network provider.

You don't have to pay these cost-shares when you purchase a breast pump from a network provider as described later in this benefit.

If you see a non-network provider, benefits for medical equipment and supplies are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Covered medical equipment, prosthetics and supplies (including sales tax for covered items) include:

#### **Medical and Respiratory Equipment**

Benefits are provided for the rental of such equipment (including fitting expenses), but not to exceed the purchase price, when medically necessary and prescribed by a physician for therapeutic use in direct treatment of a covered illness or injury. The plan may also provide benefits for the initial purchase of equipment, in lieu of rental.

Examples of medical and respiratory equipment are a wheelchair, hospital-type bed, traction equipment, ventilators, and diabetic equipment such as blood glucose monitors, insulin pumps and accessories to pumps, and insulin infusion devices.

In cases where an alternative type of equipment is less costly and serves the same medical purpose, the plan will provide benefits only up to the lesser amount.

Repair or replacement of medical and respiratory equipment medically necessary due to normal use or growth of a child is covered.

### Medical Supplies, Orthotics (Other Than Foot Orthotics), and Orthopedic Appliances

Covered services include, but aren't limited to, dressings, braces, splints, rib belts and crutches, as well as related fitting expenses.

For hypodermic needles, lancets, test strips, testing agents and alcohol swabs benefit information, please see the Prescription Drugs benefit.

**Please Note**: This benefit does not include medical equipment or supplies provided as part of home health care. See the Home and Hospice Care benefit for coverage information.

#### **Prosthetics**

Benefits for external prosthetic devices (including fitting expenses) as stated below, are provided when such devices are used to replace all or part of an absent body limb or to replace all or part of the function of a permanently inoperative or malfunctioning body organ. Benefits will only be provided for the initial purchase of a prosthetic device, unless the existing device can't be repaired, or replacement is prescribed by a physician because of a change in your physical condition.

**Please Note:** This benefit does not include prosthetics prescribed or purchased as part of a mastectomy or breast reconstruction. Please see the Mastectomy and Breast Reconstruction Services benefit for coverage information.

#### **Foot Orthotics and Therapeutic Shoes**

Benefits are provided for foot orthotics (shoe inserts) and therapeutic shoes (orthopedic), including fitting expenses.

#### **Medical Vision Hardware**

Benefits are provided for vision hardware for members age 19 or older for the following medical conditions of the eye: corneal ulcer, bullous keratopathy, recurrent erosion of cornea, tear film insufficiency, aphakia, Sjogren's disease, congenital cataract, corneal abrasion and keratoconus.

#### **Breast Pumps**

This benefit covers the purchase of a standard electric breast pumps. Rental of hospital grade breast pumps is also covered when medically necessary. Purchase of hospital-grade pumps is not covered.

For further information, please see the Preventive Care benefit.

### The Medical Equipment and Supplies benefit doesn't cover:

- Supplies or equipment not primarily intended for medical use
- Special or extra-cost convenience features

- Items such as exercise equipment and weights
- Whirlpools, whirlpool baths, portable whirlpool pumps, sauna baths, and massage devices
- Over bed tables, elevators, vision aids, and telephone alert systems
- Structural modifications to your home or personal vehicle
- Orthopedic appliances prescribed primarily for use during participation in sports, recreation or similar activities
- · Penile prostheses
- Eyeglasses or contact lenses for conditions not listed as a covered medical condition, including routine eye care
- Prosthetics, intraocular lenses, appliances or devices requiring surgical implantation. These items are covered under the Surgical Services benefit. Items provided and billed by a hospital are covered under the Hospital Inpatient Care or Hospital Outpatient Care benefits.
- Over-the-counter orthotic braces, such as knee braces
- Non-wearable external defibrillators, trusses and ultrasonic nebulizers
- Blood pressure cuffs or monitors (even if prescribed by a physician)
- Compression stockings that do not require a prescription
- Bedwetting alarms

#### **Medical Foods**

Benefits for medical foods, as defined below, are subject to your calendar year deductible and coinsurance when you use a network provider.

If you use a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This plan covers medically necessary medical foods used to supplement or replace a member's diet in order to treat inborn errors of metabolism. An example is phenylketonuria (PKU). Coverage includes medically necessary enteral formula prescribed by a physician or other provider to treat eosinophilic gastrointestinal associated disorder or other severe malabsorption disorder. Benefits are provided for all delivery methods.

Medical foods are formulated to be consumed or administered enterally under strict medical supervision. These foods generally provide most of a person's nutrition. Medical foods are designed to treat a specific problem that can be diagnosed by medical tests.

This benefit does not cover other oral nutrition or supplements not used to treat inborn errors of metabolism, even if a physician prescribes them. This includes specialized infant formulas and lactose-free foods.

#### Mental Health Care

Benefits for mental health services to manage or lessen the effects of a psychiatric condition are provided as stated below. The Mental Health Care benefit does not have its own benefit maximum.

Most benefits are subject to the same calendar year deductible, coinsurance or copays, if any, as you would pay for inpatient services and outpatient visits for other covered medical conditions. To find the amounts you are responsible for, please see the first few subsections of this "What Are My Benefits?" section. As the result of applying the federal parity tests, your cost-shares for outpatient facility care for psychiatric conditions will match the cost share for non-preventive screening services shown in the Diagnostic Services benefit.

Services must be consistent with published practices that are based on evidence when available or follow clinical guidelines or a consensus of expert opinion published by national mental health professional organizations or other reputable sources. If no such published practices apply, services must be consistent with community standards of practice.

Covered mental health services are:

- Inpatient care
- Outpatient therapeutic visits. "Outpatient therapeutic visit" (outpatient visit) means a clinical treatment session with a mental health provider of a duration consistent with relevant professional standards as defined in the Current Procedural Terminology manual, published by the American Medical Association.
- Treatment of eating disorders (such as anorexia nervosa, bulimia or any similar condition)
- Physical, speech or occupational therapy provided for treatment of psychiatric conditions, such as autism spectrum disorders.
- Applied behavioral analysis (ABA) therapy for members with one of the following:
  - · Autistic disorder
  - Autism spectrum disorder
  - · Asperger's disorder
  - · Childhood disintegrative disorder
  - Pervasive developmental disorder
  - · Rett's disorder

Covered ABA therapy includes treatment or direct therapy for identified members and/or family members. Also covered are an initial evaluation and assessment, treatment review and planning, supervision of therapy assistants, and communication and coordination with other providers or school staff as needed. Delivery of all ABA services for a member may be managed by a BCBA or one of the licensed providers below, who is called a Program Manager. Covered ABA services are limited to activities that are considered to be behavior assessments or interventions using applied behavioral analysis techniques. ABA therapy must be provided by:

- A licensed physician (M.D. or D.O.) who is a psychiatrist, developmental pediatrician or pediatric neurologist
- A licensed psychiatric nurse practitioner (NP), advanced nurse practitioner (ANP) or advanced registered nurse practitioner (ARNP)
- A licensed occupational or speech therapist
- A licensed psychologist (Ph.D.)
- A licensed community mental health agency or behavioral health agency that is also statecertified to provide ABA therapy.
- A Board-Certified Behavior Analyst (BCBA).
   This means a provider who is state-licensed if the state licenses behavior analysts and if not, who is certified by the Behavior Analyst Certification Board. BCBAs are only covered for ABA therapy that is within the scope of their license or board certification.
- A therapy assistant/behavioral technician/paraprofessional, when their services are supervised and billed by a licensed provider or a BCBA.

Mental health services other than ABA therapy must be furnished by one of the following types of providers to be covered:

- Hospital
- Washington state-licensed community mental health agency
- Licensed physician (M.D. or D.O.)
- Licensed psychologist (Ph.D.)
- A state hospital operated and maintained by the state of Washington for the care of the mentally ill
- Any other provider listed under the definition of "provider" (please see the "Definitions" section in this booklet) who is licensed or certified by the state in which the care is provided, and who is providing care within the scope of his or her license.

For psychological and neuropsychological testing and evaluation benefit information, please see the Psychological and Neuropsychological Testing benefit.

For chemical dependency treatment benefit information, please see the Chemical Dependency Treatment benefit.

For prescription drug benefit information, please see the Prescription Drugs benefit.

#### The Mental Health Care benefit doesn't cover:

- Psychological treatment of sexual dysfunctions, including impotence and frigidity
- Outward bound, wilderness, camping or tall ship programs or activities
- Mental health evaluations for purposes other than evaluating the presence of or planning treatment for covered mental health disorders, including, but not limited to, custody evaluations, competency evaluation, forensic evaluations, vocational, educational or academic placement evaluations.

#### **Neurodevelopmental Therapy**

Benefits are provided for the treatment of neurodevelopmental disabilities for members under the age of 7. The following inpatient and outpatient neurodevelopmental therapy services must be medically necessary to restore and improve function, or to maintain function where significant physical deterioration would occur without the therapy. This benefit includes physical, speech, and occupational therapy assessments and evaluations related to treatment of covered neurodevelopmental therapy.

Physical, speech and occupational therapy provided for treatment of psychiatric conditions, such as autism spectrum disorders, are covered under the Mental Health Care benefit.

**Inpatient Care** Benefits for inpatient facility and professional care are covered. Inpatient facility services must be furnished and billed by a hospital or by a rehabilitation facility that meets our clinical standards, and will only be covered when services can't be done in a less intensive setting.

#### **Inpatient Facility Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Inpatient Professional Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when provided by a network provider.

**Please Note:** If services and supplies are furnished by a non-network provider or medical facility, benefits for inpatient care are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and

supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

**Outpatient Care** Benefits for outpatient care are subject to all of the following provisions:

- The member must not be confined in a hospital or other medical facility
- Services must be furnished and billed by a hospital, rehabilitation facility that meets our clinical standards, physician, physical, occupational or speech therapist, chiropractor, massage practitioner or naturopath

When the above criteria are met, benefits will be provided for physical, speech, occupational and massage therapy services, up to a maximum benefit of 45 visits per member each calendar year.

#### **Outpatient Facility Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Outpatient Professional Services**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

**Please Note:** If services and supplies are furnished by a non-network provider or medical facility, benefits for outpatient care are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

A "visit" is a session of treatment for each type of therapy. Each type of therapy combined accrues toward the above visit maximum. Multiple therapy sessions on the same day will be counted as one visit, unless provided by different health care providers.

The plan won't provide this benefit and the Rehabilitation Therapy and Chronic Pain Care benefit for the same condition. Once a calendar year maximum has been exhausted under one of these benefits, no further coverage is available.

#### This benefit doesn't cover:

- Recreational, vocational, or educational therapy; exercise or maintenance-level programs
- Social or cultural therapy
- Treatment that isn't actively engaged in by the ill, injured or impaired member

- · Gym or swim therapy
- Custodial care

#### **Newborn Care**

Newborn children are covered automatically for the first 3 weeks from birth when the mother is eligible to receive obstetrical care benefits under this plan. To continue benefits beyond the 3-week period, please see the dependent eligibility and enrollment guidelines outlined in the "Who Is Eligible For Coverage?" and "When Does Coverage Begin?" sections.

If the mother isn't eligible to receive obstetrical care benefits under this plan, the newborn isn't automatically covered for the first 3 weeks. For newborn enrollment information, please see the "Who Is Eligible For Coverage?" and "When Does Coverage Begin?" sections.

Plan benefits and provisions will apply, subject to the child's own applicable copay, calendar year deductible and coinsurance requirements, and may include the services listed below. Services must be consistent with accepted medical practice and ordered by the attending provider in consultation with the mother.

#### **Hospital Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

Please Note: If the newborn is admitted to a nonnetwork medical facility, benefits for inpatient facility services are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from nonnetwork providers, please see the "What Are My Benefits?" section of this booklet.

The Newborn Care benefit covers hospital nursery care as determined necessary by the attending provider, in consultation with the mother, based on accepted medical practice. Also covered are any required readmissions to a hospital and outpatient or emergency room services for medically necessary treatment of an illness or injury.

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, this restriction doesn't apply in any case where the decision to discharge the mother or her newborn child before the expiration of the minimum length of stay is made by an attending provider in consultation with the mother. In any case, plans and issuers also may not, under Federal law, require that

a provider get authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours or 96 hours as applicable.

#### **Professional Care**

Benefits for services received in a provider's office are subject to the terms of the Professional Visit benefit. Well-baby exams in the provider's office are covered under the Preventive Care benefit. This benefit covers:

- Inpatient newborn care, including newborn exams
- Follow-up care consistent with accepted medical practice that's ordered by the attending provider, in consultation with the mother. Follow-up care includes services of the attending provider, a home health agency and/or a registered nurse.
- Circumcision

#### **Inpatient Professional Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when services are provided by a network provider.

#### **Outpatient Professional Visits**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

If you use a non-network provider, benefits for professional services are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

**Please Note:** Attending provider as used in this benefit means a physician (M.D. or D.O.), a physician's assistant, a certified nurse midwife (C.N.M.), a licensed midwife or an advanced registered nurse practitioner (A.R.N.P.).

This benefit doesn't cover immunizations and outpatient well-baby exams. See the Preventive Care benefit for coverage of immunizations and outpatient well-baby exams.

#### **Nutritional Therapy**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network provider.

If you see a non-network provider, nutritional therapy benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from nonnetwork providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for outpatient nutritional therapy services to manage your covered condition, illness or injury. These services aren't subject to a calendar year benefit limit.

#### **Obstetrical Care**

Benefits for pregnancy and childbirth are provided on the same basis as any other condition for all female members. Preventive screening services that meet the guidelines for preventive care are covered for all eligible members as stated in the Preventive Care benefit.

The Obstetrical Care benefit includes coverage for abortion.

#### **Facility Care**

#### **Inpatient Hospital Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

### Birthing Center and Short-Stay Hospital Facility Services

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

If you receive inpatient or outpatient care in a nonnetwork medical facility, facility care benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from nonnetwork providers, please see the "What Are My Benefits?" section of this booklet.

This benefit covers inpatient hospital, birthing center, outpatient hospital and emergency room services, including post-delivery care as determined necessary by the attending provider, in consultation with the mother, based on accepted medical practice.

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, this restriction doesn't apply in any case where the decision to discharge the mother or her newborn child before the expiration of the minimum length of stay is made by an attending provider in consultation with the mother. In any case, plans and issuers also may not, under Federal law, require that a provider get authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours or 96 hours as applicable.

Plan benefits are also provided for medically necessary supplies related to home births.

#### **Professional Care**

Benefits for the following obstetrical care services are subject to your calendar year deductible and coinsurance when provided by a network provider.

If you see a non-network provider, the following professional care benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

- Prenatal care, including diagnostic and screening procedures, and genetic counseling for prenatal diagnosis of congenital disorders of the fetus
- Delivery, including cesarean section, in a medical facility, or delivery in the home
- Postpartum care consistent with accepted medical practice that's ordered by the attending provider, in consultation with the mother. Postpartum care includes services of the attending provider, a home health agency and/or registered nurse.

Please Note: Attending provider as used in this benefit means a physician (M.D. or D.O.), a physician's assistant, a certified nurse midwife (C.N.M.), a licensed midwife or an advanced registered nurse practitioner (A.R.N.P.). If the attending provider bills a global fee that includes prenatal, delivery and/or postpartum services received on multiple dates of service, this plan will cover those services as it would any other surgery. Please see the Surgical Services benefit for details on surgery coverage.

#### **Preventive Care**

#### What Are Preventive Services?

Preventive services are now defined as follows:

- Evidence-based items or services with a rating of "A" or "B" in the current recommendations of the U.S. Preventive Task Force (USPSTF). Also included are additional preventive care and screenings for women not described above in this paragraph as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control (CDC) and Prevention.
- Evidence-informed infant, child and adolescent preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration
- Services that meet the guidelines for preventive care under Washington state law.

A full list of these preventive services is available on our Web site or by calling Customer Service. The list also provides the guidelines on how often the services should be provided and who should receive them. Not all services recommended or billed by your doctor as part of your routine physical may comply with these guidelines. The list and guidelines are subject to change as required by law and regulation.

Services designated as preventive care when they meet the federal guidelines include periodic exams, routine immunizations described below and laboratory and imaging services that are covered as preventive under the Diagnostic Services benefit and the Diagnostic and Screening Mammography benefits.

Please note: Some clinics that are based in or owned by a hospital charge a separate facility fee for all physician visits, including preventive service visits. These fees may not be covered by your preventive benefits and may result in an added out-of-pocket cost to you. When preventive care is only available in clinics that charge a facility fee, we will make an exception to cover the fee under the preventive benefit. If you feel that you have been charged this fee in error, please call Customer Service at the number listed on your ID card. You may also file a complaint or ask for an appeal. See "Complaints and Appeals" or call us.

#### **Preventive Exams And Immunizations**

Preventive exams and immunizations aren't subject to any cost-shares (see "Definitions") when you use a network provider. If you see a non-network provider, benefits for these services are subject to your calendar year deductible, and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits for preventive office visits exams and immunizations performed on an outpatient basis aren't subject to any deductible, copay, coinsurance or a separate benefit maximum.

**Exams** The following exam services are covered as long as they fall within the federal guidelines above in this benefit:

- Routine physical exams
- · Well-baby and well-child exams
- Physical exams related to school, sports and employment

Immunizations Immunizations other than immunizations described below are covered only when furnished by a network provider. Seasonal and travel immunizations and certain other immunizations, such as flu shots, flu mist,

pneumonia immunizations, whooping cough and adult shingles immunizations, are covered when done by any pharmacy, the county health department, travel clinic or other mass immunizer location.

#### **Women's Preventive Care**

Benefits for women's preventive care, as defined by regulation for women's health, aren't subject to any deductible, copay or coinsurance when you use a network provider.

Examples of covered women's preventive care services include but are not limited to, contraceptive counseling, breast feeding counseling, maternity diagnostic screening, screening for gestational diabetes, and counseling about sexually transmitted infections. A full list of preventive services is available on our Web site or by calling Customer Service.

For more details, please see the following benefits:

- Medical Equipment And Supplies benefit (breast pumps)
- Diagnostic Services
- · Health Management
- · Obstetrical Care benefits
- Contraceptive Management And Sterilization

#### **Fall Prevention**

Professional services to prevent falling for members who are 65 or older and have a history of falling or mobility issues.

#### **Nutritional Counseling**

Healthy eating assessments and dietary counseling, including services for eating disorders and diabetes.

#### The Preventive Care benefit doesn't cover:

- Charges that don't meet the federal guidelines for preventive services described at the start of this benefit. This includes services or items provided more often than as stated in the guidelines.
- Inpatient routine newborn exams while the child is in the hospital following birth. These services are covered under the Newborn Care benefit.
- · Routine or other dental care
- · Routine vision and hearing exams
- Services that are related to a specific illness, injury or definitive set of symptoms exhibited by the member. Please see the plan's nonpreventive benefits for available coverage.
- Physical exams for basic life or disability insurance
- Work-related or medical disability evaluations
- Preventive laboratory and imaging services, screening and diagnostic mammography. Please

see the Diagnostic Services benefit and the Diagnostic and Screening Mammography benefit for available coverage.

#### **Professional Visits and Services**

#### **Outpatient Professional Exams and Visits**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside of an office setting, benefits are subject to your calendar year deductible and coinsurance.

#### **Other Professional Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network provider.

**Please Note:** If you see a non-network provider, professional benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for the examination, diagnosis and treatment of an illness or injury when such services are performed on an inpatient or outpatient basis, including your home. Benefits are also provided for the following professional services when provided by a qualified provider:

- Second opinions for any covered medical diagnosis or treatment plan
- Biofeedback for migraines and other conditions for which biofeedback is not deemed experimental or investigational (see "Definitions")
- Diabetic foot care
- Repair of a dependent child's congenital anomaly
- Consultations and treatment for nicotine dependency

#### **Electronic Visits**

This benefit will cover electronic visits (e-visits) when all the requirements below are met. You pay the same cost-shares for e-visits as you do for in-person visits to the doctor's office. This benefit is only provided when three things are true:

- Premera Blue Cross has approved the physician for e-visits. Not all physicians have agreed to or have the software capabilities to provide e-visits.
- The member has previously been treated in the approved physician's office and has established a patient-physician relationship with that physician.
- The e-visit is medically necessary for a covered illness or injury.

An e-visit is a structured, secure online consultation between the approved physician and the member. Each approved physician will determine which conditions and circumstances are appropriate for evisits in their practice.

Please call Customer Service at the number shown on the back cover of this booklet for help in finding a physician approved to provide e-visits.

#### **Therapeutic Injections And Allergy Tests**

Benefits for these services are subject to your coinsurance (your calendar year deductible is waived for these benefits) when you use a network provider.

If therapeutic injections, allergy injections and allergy testing are furnished by a non-network provider, benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are available for the following:

- Therapeutic injections, including allergy injections
- Allergy testing

Your calendar year deductible and coinsurance, if any, may apply to other services you get during a visit. This includes services such as x-rays, lab work, facility fees and office surgeries.

For surgical procedures performed in a provider's office, surgical suite or other facility benefit information, please see the Surgical Services benefit.

For professional diagnostic services benefit information, please see the Diagnostic Services benefit.

For home health or hospice care benefit information, please see the Home and Hospice Care benefit.

For benefit information on contraceptive injections or implantable contraceptives, please see the Contraceptive Management and Sterilization benefit.

For diagnosis and treatment of psychiatric conditions benefit information, please see the Mental Health Care benefit.

For diagnosis and treatment of temporomandibular joint (TMJ) disorders benefit information, please see the Temporomandibular Joint (TMJ) Disorders benefit.

### The Professional Visits and Services benefit doesn't cover:

 Hair analysis or non-prescription drugs or medicines, such as herbal, naturopathic or homeopathic medicines or devices EEG biofeedback or neurofeedback services

### Psychological and Neuropsychological Testing

The following services are subject to your calendar year deductible and coinsurance when you use a network provider.

**Please Note:** If you see a non-network provider, benefits for psychological and neuropsychological testing are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Covered services are psychological and neuropsychological testing, including interpretation and report preparation, necessary to prescribe an appropriate treatment plan. This includes later retesting to make sure the treatment is achieving the desired medical results. Physical, speech or occupational therapy assessments and evaluations for rehabilitation are provided under the Rehabilitation Therapy and Chronic Pain Care benefit.

See the Neurodevelopmental Therapy benefit for physical, speech or occupational therapy assessments and evaluations related to neurodevelopmental disabilities.

### Rehabilitation Therapy and Chronic Pain Care

#### Rehabilitation Therapy

Benefits for the following inpatient and outpatient rehabilitation therapy services are provided when such services are medically necessary to either 1) restore and improve a bodily or cognitive function that was previously normal but was lost as a result of an injury, illness or surgery; or 2) treat disorders caused by physical congenital anomalies. Please see the Neurodevelopmental Therapy benefit earlier in this section for coverage of disorders caused by neurological congenital anomalies.

Inpatient Care Benefits for inpatient facility and professional care are available up to 30 days per member each calendar year. Inpatient facility services must be furnished in a specialized rehabilitative unit of a hospital and billed by the hospital or be furnished and billed by another rehabilitation facility that meets our clinical standards, and will only be covered when services can't be done in a less intensive setting. When rehabilitation follows acute care in a continuous inpatient stay, this benefit starts on the day that the care becomes primarily rehabilitative. This benefit only covers care you receive within 24 months from the onset of the injury or illness or from the date of

the surgery that made rehabilitation necessary. The care must also be part of a written plan of multidisciplinary treatment prescribed and periodically reviewed by a physician specializing in physical medicine and rehabilitation.

#### **Inpatient Facility Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Inpatient Professional Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network provider.

If services and supplies are furnished by a nonnetwork provider or medical facility, rehabilitation inpatient care benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

**Outpatient Care** Benefits for outpatient care are subject to all of the following provisions:

- You must not be confined in a hospital or other medical facility
- Services must be furnished and billed by a hospital, rehabilitation facility that meets our clinical standards, physician, physical, occupational, or speech therapist, chiropractor, massage practitioner or naturopath.

When the above criteria are met, benefits will be provided for physical, speech, occupational and massage therapy services, including cardiac and pulmonary rehabilitation, up to a combined maximum benefit of 45 visits per member each calendar year. However, the visit limit does not apply when the outpatient services are to treat cancer, chronic pulmonary or respiratory disease, cardiac disease or other similar chronic conditions or diseases.

Benefits are also included for physical, speech, and occupational assessments and evaluations related to rehabilitation.

#### **Outpatient Facility Care**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Outpatient Professional Services**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When rehabilitation therapy isn't provided in an office setting, benefits are subject to your calendar year deductible and coinsurance.

If services and supplies are furnished by a nonnetwork provider or medical facility, rehabilitation outpatient care benefits are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

A "visit" is a session of treatment for each type of therapy. Each type of therapy combined accrues toward the above visit maximum. Multiple therapy sessions on the same day will be counted as one visit, unless provided by different health care providers.

Massage therapy provided by a licensed massage therapist must be prescribed by a physician.

#### **Chronic Pain Care**

These services must also be medically necessary to treat intractable or chronic pain. Benefits for inpatient and outpatient chronic pain care are subject to the above rehabilitation therapy benefit limits. All benefit maximums apply. However, inpatient services for chronic pain care aren't subject to the 24-month limit.

### The Rehabilitation Therapy and Chronic Pain Care benefit doesn't cover:

- Recreational, vocational or educational therapy; exercise or maintenance-level programs
- Social or cultural therapy
- Treatment that isn't actively engaged in by the ill, injured or impaired member
- · Gym or swim therapy
- Custodial care
- Inpatient rehabilitation received more than 24 months from the date of onset of the member's injury or illness or from the date of the member's surgery that made the rehabilitation necessary

The plan won't provide the Rehabilitation Therapy and Chronic Pain Care benefit and the Neurodevelopmental Therapy benefit for the same condition. Once a calendar year maximum has been exhausted under one of these benefits, no further coverage is available.

#### Skilled Nursing Facility Services

Benefits for the following services are subject to your calendar year deductible and coinsurance when you use a network facility.

If you're admitted to a non-network medical facility, benefits for facility services are subject to your calendar year deductible and coinsurance. For an

explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This benefit is only provided when you're at a point in your recovery where inpatient hospital care is no longer medically necessary, but skilled care in a skilled nursing facility is. Your attending physician must actively supervise your care while you're confined in the skilled nursing facility.

Benefits are provided up to 60 days per member each calendar year for services and supplies, including room and board expenses, furnished by and used while confined in a Medicare-approved skilled nursing facility.

#### This benefit doesn't cover:

- · Custodial care
- Care that is primarily for senile deterioration, mental deficiency, retardation or the treatment of chemical dependency

#### **Spinal and Other Manipulations**

You pay a \$20 copay per visit in a home or office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

If you see a network provider outside an office setting, benefits for spinal and other manipulations are subject to your calendar year deductible and coinsurance.

If you see a non-network provider, benefits for spinal and other manipulations are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits are provided for medically necessary spinal and other manipulations to treat a covered illness, injury or condition. Benefits are limited to 24 visits per member per calendar year.

Non-manipulation services (including diagnostic imaging) are covered as any other medical service.

Available benefits for covered massage and physical therapy services are provided under the Rehabilitation Therapy and Chronic Pain Care and Neurodevelopmental Therapy benefits.

#### **Surgical Services**

Benefits for the following services are subject to your calendar year deductible and coinsurance when services are provided by a network provider.

If you use a non-network provider, benefits for surgical services are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

This benefit covers surgical services (including injections) that are not named as covered under other benefits, when performed on an inpatient or outpatient basis, in such locations as a hospital, ambulatory surgical facility, surgical suite or provider's office. Also covered under this benefit are:

- Anesthesia or sedation and postoperative care as medically necessary. Benefits include anesthesia services performed in connection with the preventive colonoscopy if the attending provider determines that anesthesia would be medically appropriate for the member.
- Cornea transplantation, skin grafts, repair of a dependent child's congenital anomaly, and the transfusion of blood or blood derivatives. Also covered is sexual reassignment surgery if medically necessary and not for cosmetic purposes.
- Colonoscopy and other scope insertion procedures are also covered under this benefit unless they qualify as preventive services as described in the Preventive Care benefit. Please see the Diagnostic Services benefit for coverage of preventive screening services.

For organ, bone marrow or stem cell transplant procedure benefit information, please see the Transplants benefit.

#### **Telehealth Virtual Care Services**

Your plan covers access to care via online and telephonic methods when medically appropriate.

Benefits for telehealth are subject to standard office visit cost-shares and other provisions as stated in this booklet. Services must be medically necessary to treat a covered illness, injury or condition.

Coverage for psychiatric conditions is medically appropriate for crisis and emergency evaluations or when the member is temporarily confined to bed for medical reasons only.

Your provider may provide these services or you may use our preferred telehealth provider. See the back cover for contact information for the preferred telehealth provider.

### Temporomandibular Joint (TMJ) Disorders Inpatient Facility Services

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Inpatient Professional and Surgical Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network provider.

#### **Outpatient Surgical Facility Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you use a network facility.

#### **Outpatient Professional Visits**

You pay a \$20 copay per visit in an office setting when you use a network provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When you see a network provider outside an office setting, benefits are subject to your calendar year deductible and coinsurance.

#### **Other Outpatient Professional Services**

Benefits for these services are subject to your calendar year deductible and coinsurance when you see a network provider.

If services and supplies are furnished by a nonnetwork provider or medical facility, benefits for temporomandibular joint (TMJ) disorders are subject to your calendar year deductible and coinsurance. For an explanation of the amount you'll pay for services and supplies from non-network providers, please see the "What Are My Benefits?" section of this booklet.

Benefits for medical and dental services and supplies for the treatment of temporomandibular joint (TMJ) disorders are provided on the same basis as any other medical or dental condition. Treatment of TMJ disorders is not covered under other benefits of this plan.

This benefit includes coverage for inpatient and outpatient facility and professional care, including professional visits.

Medical and dental services and supplies are those that meet all of the following requirements:

- Reasonable and appropriate for the treatment of a disorder of the temporomandibular joint, under all the factual circumstances of the case
- Effective for the control or elimination of one or more of the following, caused by a disorder of the temporomandibular joint: pain, infection, disease,

- difficulty in speaking, or difficulty in chewing or swallowing food
- Recognized as effective, according to the professional standards of good medical or dental practice
- Not experimental or investigational, according to the criteria stated under "Definitions," or primarily for cosmetic purposes

#### **Transplants**

The Transplants benefit is not subject to a separate benefit maximum other than the maximum for transport and lodging described below. This benefit covers medical services only if provided by network providers or "Approved Transplant Centers." Please see the transplant benefit requirements later in this benefit for more information about approved transplant centers.

#### **Inpatient Facility Services**

Benefits for services in a network facility or an approved transplant center are subject to your innetwork calendar year deductible and coinsurance.

#### Inpatient Professional and Surgical Services

Benefits for a network provider or an approved transplant provider are subject to your in-network calendar year deductible and coinsurance.

#### **Outpatient Surgical Facility Services**

Benefits for a network facility or an approved transplant center are subject to your in-network calendar year deductible and coinsurance.

#### **Outpatient Professional Visits**

You pay a \$20 copay per visit in an office setting to a network provider or an approved transplant provider. Please see the "Professional Visit Copay" provision in the "What Are My Benefits?" section of this booklet for details about this copay.

When a professional visit isn't provided in an office setting, benefits are subject to your in-network calendar year deductible and coinsurance.

#### **Other Outpatient Professional Services**

Benefits for a network provider or an approved transplant provider are subject to your in-network calendar year deductible and coinsurance.

#### **Transport and Lodging**

The transport and lodging benefits are subject to your in-network calendar year deductible, but aren't subject to your in-network coinsurance. Benefits are provided up to the benefit limit of \$7,500 per transplant.

#### **Covered Transplants**

Organ transplants and bone marrow/stem cell reinfusion procedures must not be considered

experimental or investigational for the treatment of your condition. (Please see the "Definitions" section in this booklet for the definition of "experimental/investigational services.") The plan reserves the right to base coverage on all of the following:

 Organ transplants and bone marrow/stem cell reinfusion procedures must meet the plan's criteria for coverage. The medical indications for the transplant, documented effectiveness of the procedure to treat the condition, and failure of medical alternatives are all reviewed.

The types of organ transplants and bone marrow/stem cell reinfusion procedures that currently meet the plan's criteria for coverage are:

- Heart
- Heart/double lung
- Single lung
- · Double lung
- Liver
- Kidney
- Pancreas
- · Pancreas with kidney
- Bone marrow (autologous and allogeneic)
- Stem cell (autologous and allogeneic)

Please Note: For the purposes of this plan, the term "transplant" doesn't include cornea transplantation, skin grafts or the transplant of blood or blood derivatives (except for bone marrow or stem cells). These procedures are covered on the same basis as any other covered surgical procedure (please see the Surgical Services benefit).

- Your medical condition must meet the plan's written standards.
- The transplant or reinfusion must be furnished in an approved transplant center. (An "approved transplant center" is a hospital or other provider that's developed expertise in performing organ transplants, or bone marrow or stem cell reinfusion, and meets the other approval standards we use.) We have agreements with approved transplant centers in Washington and Alaska, and we have access to a special network of approved transplant centers around the country. Whenever medically possible, we'll direct you to an approved transplant center that we've contracted with for transplant services.

Of course, if none of our centers or the approved transplant centers can provide the type of transplant you need, this benefit will cover a transplant center that meets the written approval standards we follow.

#### **Recipient Costs**

This benefit covers transplant and reinfusion-related expenses, including the preparation regiment for a bone marrow or stem cell reinfusion. Also covered are anti-rejection drugs administered by the transplant center during the inpatient or outpatient stay in which the transplant was performed.

#### **Donor Costs**

Covered donor services include selection, removal (harvesting) and evaluation of the donor organ, bone marrow or stem cell; transportation of donor organ, bone marrow and stem cells, including the surgical and harvesting teams; donor acquisition costs such as testing and typing expenses; and storage costs for bone marrow and stem cells for a period of up to 12 months.

#### **Transportation and Lodging Expenses**

Reasonable and necessary expenses for transportation, lodging and meals for the transplant recipient (while not confined) and one companion, except as stated below, are covered but limited as follows:

- The transplant recipient must reside more than 50 miles from the approved transplant center unless medically necessary treatment protocols require the member to remain closer to the transplant center
- The transportation must be to and/or from the site of the transplant for the purposes of an evaluation, the transplant procedure, or necessary postdischarge follow-up
- When the recipient is a dependent minor child, benefits for transportation, lodging and meal expenses for the recipient and 2 companions will be provided
- When the recipient isn't a dependent minor child, benefits for transportation, lodging and meal expenses for the recipient and one companion will be provided
- Benefits for covered transportation, lodging and meal expenses incurred by the transplant recipient and companions are limited to \$7,500 per transplant

#### This benefit doesn't cover:

- Services and supplies that are payable by any government, foundation or charitable grant. This includes services performed on potential or actual living donors and recipients, and on cadavers.
- Donor costs for an organ transplant or bone marrow or stem cell reinfusion that isn't covered under this benefit, or for a recipient who isn't a member
- Donor costs for which benefits are available under other group or individual coverage

- Non-human or mechanical organs, unless we determine they aren't "experimental/investigational services" (please see the "Definitions" section in this booklet)
- · Personal care items
- Planned storage of blood for more than 12 months against the possibility it might be used at some point in the future

#### **VISION EXAMS**

#### Members Younger Than 19:

The Vision Exam benefit for members under 19 will provide coverage until the end of the month in which the member turns 19. Benefits for routine vision exam services aren't subject to a vision exam copay when you use a network or non-network provider.

#### Members 19 Or Older:

Benefits for routine vision exam services aren't subject to a vision exam copay when you use a network or non-network provider.

**Please note:** Some clinics that are based in or owned by a hospital charge a separate facility fee for all physician visits, including routine vision exams. Benefits for these fees will be subject to your calendar year deductible and coinsurance, if any.

#### **Covered Services**

This benefit provides for 1 routine vision exam per member each calendar year. Covered routine exam services include:

- Examination of the outer and inner parts of the eye
- Evaluation of vision sharpness (refraction)
- · Binocular balance testing
- Routine tests of color vision, peripheral vision and intraocular pressure
- Case history and recommendations
  - For members under age 19 only, 1 comprehensive low vision evaluation and 4 follow-up visits in a 5-calendar year period.

**Please Note:** For vision exams and testing related to medical conditions of the eye, please see the Professional Visits and Services benefit.

The Vision Exams benefit doesn't cover vision hardware or fitting examinations for contact lenses or eyeglasses.

### VISION HARDWARE FOR MEMBERS UNDER 19

The Vision Hardware benefit for members under 19 will provide coverage until the end of the month in which the member turns 19. Benefits for the following vision hardware and related services are

provided at 100% of allowable charges, up to the benefit maximums below:

- 1 pair of glasses (frames and lenses) per member in each calendar year. Lens features are limited to polycarbonate lenses and scratch-resistant coating.
- 1 pair of contact lenses (or a 12-month supply of disposable contact lenses) instead of glasses in each calendar year.
- Contact lenses or glasses required for medical reasons
- Low vision devices, high power glasses, magnifiers and telescopes when medically necessary

### VISION HARDWARE FOR MEMBERS 19 OR OLDER

Benefits for vision hardware are provided when all of the requirements listed below are met:

- They must be prescribed and furnished by a licensed or certified vision care provider
- They must be named in this benefit as covered
- They must not be excluded from coverage under this plan

Benefits for the following vision hardware and related services are provided at 100% of allowable charges, up to \$300 per member per calendar year.

### The Vision Hardware benefit for members 19 or older covers:

- Prescription eyeglass lenses (single vision, bifocal, trifocal, progressive), quadrafocal or lenticular)
- · Frames for eyeglasses
- Prescription contact lenses (soft, hard or disposable)
- · Prescription safety glasses
- · Prescription sunglasses
- Special features, such as tinting or coating
- · Fitting of eyeglass lenses to frames
- · Fitting of contact lenses to the eyes

Vision hardware benefits are based on the "allowable charge" (please see the "Definitions" section in this booklet) for covered services and supplies. Charges for vision services or supplies that exceed what's covered under this benefit aren't covered under other benefits of this plan.

**Please Note:** Copays, deductibles and coinsurance that may be required for other benefits of this plan don't apply to this vision hardware benefit.

### The Vision Hardware benefit for members 19 or older doesn't cover:

- Services or supplies that aren't named above as covered, or that are covered under other provisions of this plan. Please see the Medical Equipment and Supplies benefit for hardware coverage for certain conditions of the eye.
- Non-prescription eyeglasses or contact lenses, or other special purpose vision aids (such as magnifying attachments) or light-sensitive lenses, even if prescribed
- Vision therapy, eye exercise, or any sort of training to correct muscular imbalance of the eye (orthoptics), or pleoptics
- Supplies used for the maintenance of contact lenses
- Services and supplies (including hardware) received after your coverage under this benefit has ended, except when all of the following requirements are met:
  - You ordered covered contact lenses, eyeglass lenses and/or frames before the date your coverage under this benefit or plan ended
  - You received the contact lenses, eyeglass lenses and/or frames within 30 days of the date your coverage under this benefit or plan ended

#### PRESCRIPTION DRUGS

The 3-tier Prescription Drugs benefit provides coverage for medically necessary prescription drugs, prescriptive oral agents for controlling blood sugar levels, glucagon emergency kits and insulin when prescribed for your use outside of a medical facility and dispensed by a licensed pharmacist in a pharmacy licensed by the state in which the pharmacy is located. Also covered under this benefit are injectable supplies. For the purposes of this plan, a prescription drug is any medical substance that, under federal law, must be labeled as follows: "Caution: Federal law prohibits dispensing without a prescription." In no case will the member's out-of-pocket expense exceed the cost of the drug or supply.

The Prescription Drugs benefit requires you to pay either a copay or coinsurance for each separate new prescription or refill you get from participating pharmacies. The copay amounts and/or coinsurance percentages are shown below. A "copay" is a fixed up-front dollar amount that you're required to pay to the retail pharmacy or the participating mail-order pharmacy for each prescription drug purchase. "Coinsurance" is the percentage of the allowable charge that you're required to pay to the pharmacy for each prescription drug purchase.

See "Retail Pharmacy Prescriptions" later in this benefit for the additional amounts you would pay if you went to a non-participating retail pharmacy.

**Please Note:** Copays and coinsurance required for covered drugs from participating pharmacies do apply to the out-of-pocket maximum described in the "What Are My Benefits?" section of this booklet.

#### **Retail Pharmacy Prescriptions**

Generic Drugs	\$5 copay
Preferred Brand Name Drugs	\$25 copay
Non-Preferred Brand Name Drugs	\$50 copay

#### **Dispensing Limit**

Benefits are provided for up to a 30-day supply of covered medication unless the drug maker's packaging limits the supply in some other way. Dispensing of up to a 90-day supply is allowed when the drug maker's packaging doesn't allow for a lesser amount. If any prescriptions require a copay, you would be charged an additional copay for each 30-day supply, or the cost of the drug if that cost doesn't exceed the cost of the copay.

#### How To Use The Retail Pharmacy Benefit

- Participating Retail Pharmacies After you've paid any required cost-share, the plan will pay the participating pharmacy directly.
  - To avoid paying the retail cost for a prescription drug that's reimbursable at a lower allowable charge rate, be sure to present your identification card to the pharmacist for all prescription drug purchases.
- Non-Participating Retail Pharmacies You pay
  the full price for the drugs and submit a claim for
  reimbursement. Please see the "How Do I File A
  Claim?" section in this booklet for more
  information.

After you've paid any required cost-share, you pay 40% of the allowable charge for the prescription or refill and the difference between the pharmacy's billed charge and the allowable charge. This benefit applies to all prescriptions filled by a non-participating retail pharmacy, including those mailed or delivered to you.

If you need a list of participating pharmacies, please call us (see the back cover of this booklet). You can also call the toll-free Pharmacy Locator Line; this number is located on the back of your Premera Blue Cross ID card.

#### **Mail-Order Pharmacy Program**

Generic Drugs......\$10 copay
Preferred Brand ......\$50 copay
Name Drugs

Non-Preferred Brand ......\$100 copay Name Drugs

#### **Dispensing Limit**

Benefits are provided up to a 90-day supply of covered medication unless the drug maker's packaging limits the supply in some other way. Dispensing of a greater than 90-day supply is permitted when the drug maker's packaging doesn't allow for a lesser amount. If any prescriptions require a copay, you would pay only 1 mail-order copay for each prescription when the drug maker's packaging exceeds the 90-day supply.

#### How To Use The Mail-Order Pharmacy Program

You can often save time and money by filling your prescriptions through the mail-order pharmacy program. After you've paid any required cost-share, the plan will pay the participating mail-order pharmacy directly. This benefit is limited to prescriptions filled by our participating mail-order pharmacy.

Ask your physician to prescribe needed medications for up to the maximum dispensing limit stated earlier in this benefit, plus refills. If you're presently taking medication, ask your physician for a new prescription. Make sure that you have at least a 14-to 21-day supply on hand for each drug at the time you submit a refill prescription to the mail-order pharmacy. Please see the "How Do I File A Claim?" section in this booklet for more information on submitting claims.

To obtain additional details about the mail-order pharmacy program, you may call our Customer Service department. You may also call the Pharmacy Benefit Administrator's Customer Service department or visit their Web site. You'll find the phone numbers and the Web address on the back cover of this booklet.

#### **Specialty Pharmacy Program**

Specialty drugs are subject to the cost shares specified above under "Retail Pharmacy Prescriptions." These drugs are limited to a 30-day supply.

"Specialty drugs" are drugs that are used to treat complex or rare conditions and that require special handling, storage, administration or patient monitoring. They are high cost, often self-administered injectable drugs for the treatment of conditions such as rheumatoid arthritis, hepatitis, multiple sclerosis or growth disorders (excluding

idiopathic short stature without growth hormone deficiency).

Specialty pharmacies are pharmacies that focus on the delivery and clinical management of specialty drugs. You and your health care provider must work with a network specialty pharmacy to arrange ordering and delivery of these drugs. See "How Does Selecting A Provider Affect My Benefits?" for details about the provider networks.

**Please note:** This plan will only cover specialty drugs that are dispensed by a network specialty pharmacy. Contact Customer Service for details on which drugs are included in the specialty pharmacy program, or visit our Web site, which is shown on the back cover of this booklet.

#### What's Covered

This benefit provides for the following items when dispensed by a licensed pharmacy for use outside of a medical facility:

- Prescription drugs and vitamins (federal legend and state restricted drugs as prescribed by a licensed provider). This benefit includes coverage for off-label use of FDA-approved drugs as provided under this plan's definition of "prescription drug" (please see the "Definitions" section in this booklet).
- Compounded medications of which at least one ingredient is a covered prescription drug
- Prescriptive oral agents for controlling blood sugar levels
- Glucagon and allergy emergency kits
- Prescribed injectable medications for selfadministration (such as insulin)
- Hypodermic needles, syringes and alcohol swabs used for self-administered injectable prescription medications. Also covered are the following disposable diabetic testing supplies: test strips, testing agents and lancets.
- Prescription drugs and generic over-the-counter drugs for the treatment of nicotine dependency. Your normal cost-share for drugs received from a participating pharmacy is waived for certain nicotine dependency drugs that meet the guidelines for preventive services described in the Preventive Care benefit.
- Preventive drugs required by the Affordable Care Act. Your normal cost-share is waived when you get them from a participating pharmacy.
- Birth control drugs and devices that require a
  prescription. Your normal cost-share is waived for
  these devices, for generic emergency birth control
  drugs and for generic and single-source brand
  name birth control drugs when you get them from
  a participating pharmacy.

 Over the counter female birth control devices and supplies. Your normal cost-share is waived when you get them from a participating pharmacy. You must bring a prescription for these to give to the pharmacist.

# **Oral Chemotherapy Medication**

This benefit covers self-administered oral medication that can be used to kill cancerous cells or slow their growth when the medication is dispensed by a pharmacy. When medically necessary for all covered health conditions, these drugs are covered at 100% of the allowable charge. You pay no deductible, copay or coinsurance.

# Injectable Supplies

When insulin needles and syringes are purchased along with insulin, only the cost-share for the insulin will apply.

When insulin needles and syringes are purchased separately, the Preferred Brand Name Drug cost-share will apply for each item purchased.

The Preferred Brand Name Drug cost-share will apply to purchases for alcohol swabs, test strips, testing agents and lancets. If any prescriptions require a copay, a separate copay would apply to each item purchased.

#### **Exclusions**

#### This benefit doesn't cover:

- Drugs and medicines that may be lawfully obtained over the counter (OTC) without a prescription. OTC drugs are excluded even if prescribed by a practitioner, unless otherwise stated in this benefit or required by law.
   Examples of such non-covered items include vitamins, food and dietary supplements, herbal or naturopathic medicines and nutritional and dietary supplements (e.g. infant formulas or protein supplements).
- Non-participating mail-order pharmacies
- Non-prescription male contraceptive methods, such as condoms, even if prescribed
- Drugs for the purpose of cosmetic use, or to promote or stimulate hair growth (e.g. wrinkles or hair loss)
- Drugs for experimental or investigational use
- · Blood or blood derivatives
- Any prescription refilled in excess of the number of refills specified by the prescribing provider, or any refill dispensed after one year from the prescribing provider's original order
- Drugs dispensed for use or administration in a health care facility or provider's office, or takehome drugs dispensed and billed by a medical facility. The exceptions are for prescription drugs

provided as part of the plan's Specialty Pharmacy provision (see "Specialty Pharmacy Program" earlier in this benefit), which are payable under this benefit, regardless of where they are administered.

- · Replacement of lost or stolen medication
- Infusion therapy drugs or solutions and drugs requiring parenteral administration or use, and injectable medications. (The exception is selfadministered injectable diabetic drugs.) Please see the Infusion Therapy benefit.
- · Drugs to treat sexual dysfunction
- · Weight management drugs
- Therapeutic devices, appliances, medical equipment, medical supplies, diabetic equipment and accessories (except for those specifically stated as covered in this benefit). Please see the Medical Equipment and Supplies benefit for available coverage.
- Immunization agents and vaccines, except as stated in the Preventive Care benefit.
- Drugs to treat infertility, including fertility enhancement medications

# **Prescription Drug Volume Discount Program**

Premera Blue Cross may receive per claim rebates from its pharmacy benefit manager in connection with your Group's pharmacy benefit utilization. Such rebates constitute Premera Blue Cross property and are not part of the compensation payable to Premera Blue Cross under Premera Blue Cross's contract with the Group.

In addition, Premera Blue Cross will separately credit to your Group fixed amounts per brand name prescription drug claim, and these amounts are not reflected in your cost-share.

The allowable charge that your payment for prescription drugs is based upon is higher than the price we pay our pharmacy benefit manager for those prescription drugs. The difference constitutes our property, and not part of the compensation payable to us under our contract with the Group. We are entitled to retain and shall retain the difference and may apply it to the cost of our operations and the prescription drug benefit program. If your prescription drug benefit includes a copay, coinsurance calculated on a percentage basis, or a deductible, the amount you pay and your account calculations are based on the allowable charge.

# **Questions and Answers About Your Pharmacy Benefits**

 Does this plan exclude certain drugs my health care provider may prescribe, or encourage substitution for some drugs?

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Your coverage for drugs is not restricted to drugs on a specific list. This plan's prescription drug benefit makes use of our list of drugs, sometimes called a "formulary." We review medical studies, scientific literature and other pharmaceutical information to choose safe and effective drugs for the list.

It's important to note that this plan provides benefits for non-preferred brand name drugs, but at a higher cost to you. However, this plan doesn't cover certain categories of drugs. These are listed under "Exclusions" earlier in this benefit.

Generic Substitution This plan encourages the use of appropriate "generic drugs" (as defined below). When available and indicated by the prescriber, a generic drug will be dispensed in place of a brand name drug. If your prescriber does not want to substitute a generic for the brand name drug, you pay only the brand name cost shares. However, if substitution of the generic drug for the brand-name drug is allowed by the prescriber, and you request the brand name drug, you will have to pay the difference in price between the brand name drug and the generic equivalent, in addition to paying the applicable brand name cost-share. Please consult with your pharmacist on the higher costs you'll pay if you select a brand name drug.

A "generic drug" is a prescription drug manufactured and distributed after the brand name drug patent of the innovator company has expired. Generic drugs have obtained an AB rating from the U.S. Food and Drug Administration (FDA). The FDA considers them to be therapeutically equivalent to the brand name product. For the purposes of this plan, classification of a particular drug as a generic is based on generic product availability and cost as compared to the reference brand name drug.

• Biological Product Substitution As with generic equivalent drugs, this plan encourages the use of lower-cost "interchangeable biological products." When available and indicated by the prescriber, an interchangeable biological product will be dispensed in place of the product prescribed. If your prescriber does not want to substitute the interchangeable product, you pay only the cost-share required for the original product. However, if substitution is allowed by the prescriber, and you request the original biological product instead of the interchangeable product, you will have to pay the difference in price between the two

products in addition to the applicable costshare. Interchangeable products may also be brand-named. In that case, you would still pay the brand-name cost-share.

"Biological products" include vaccines, serums, antitoxins, blood or blood components. The FDA decides when these products are interchangeable. Interchangeable products are expected to produce the same medical result in any given patient as a biological product that the FDA has already approved. Except for this substitution process, the terms "drug" and "prescription drugs" will include biological products.

In no case will your out-of-pocket expense exceed the cost of the drug or supply.

Certain drugs need prior authorization. As part of this review, some prescriptions may require more medical information from the prescribing provider or substitution of equivalent medication. Please see "Prior Authorization" in the Care Management section of your booklet for more detail.

2. When can my plan change the pharmacy drug list? If a change occurs, will I have to pay more to use a drug I had been using?

Our Pharmacy and Therapeutics Committee reviews the pharmacy drug list frequently throughout the year. This committee includes medical practitioners and pharmacists from the community. They review current medical studies and pharmaceutical information to decide which drugs to include on the pharmacy drug list.

If you're taking a drug that's changed from preferred to non-preferred status, we'll notify you before the change. The amount you pay for a drug is based on the drug's designation (as a generic, preferred or non-preferred drug) on the date it's dispensed. The pharmacy's status as participating or non-participating on the date the drug is dispensed is also a factor.

3. What should I do if I want a change from limitations, exclusions, substitutions or cost increases for drugs specified in this plan?

The limitations and exclusions applicable to your prescription drug benefit, including categories of drugs for which no benefits are provided, are part of this plan's overall benefit design, and can only be changed at the sole discretion of the Group. The plan's rules about substitution of generic drugs and interchangeable biological products are described above in question 1. Please see "Prior Authorization" in the Care Management

section of this booklet for more information about prior authorization.

You can appeal any decision you disagree with. Please see the "Complaints And Appeals" section in this booklet, or call our Customer Service department at the telephone numbers listed on the back cover of this booklet for information on how to initiate an appeal.

# 4. How much do I have to pay to get a prescription filled?

The amount you pay for covered drugs dispensed by a retail pharmacy or through the mail-order pharmacy benefit is described above.

# 5. Do I have to use certain pharmacies to pay the least out of my own pocket under this plan?

Yes. You receive the highest level of benefits when you have your prescriptions filled by participating pharmacies. The majority of retail pharmacies in Washington are part of our pharmacy network. Your benefit covers prescription drugs dispensed from a non-participating pharmacy, but at a higher out-of-pocket cost to you as explained above.

Our mail order program offers lower costshares and lets you buy larger supplies of your medications, but you must use our participating mail order pharmacy.

You can find a participating pharmacy near you by consulting your provider directory, or calling the Pharmacy Locator Line at the toll-free telephone number found on the back of your ID card.

Also see "Specialty Pharmacy Program" earlier in this benefit for information on participating specialty pharmacies.

# 6. How many days' supply of most medications can I get without paying another copay or other repeating charge?

The dispensing limits (or days' supply) for drugs dispensed at retail pharmacies and through the mail-order pharmacy benefit are described in the "Dispensing Limit" provision above.

Benefits for refills will be provided only when the member has used 75% of a supply of a single medication. The 75% is calculated based on both of the following:

- The number of units and days' supply dispensed on the last refill
- The total units or days' supply dispensed for the same medication in the 180 days immediately before the last refill

Exceptions to the limit may be allowed as required by law. For example, a pharmacist

can authorize an early refill of a prescription for eye drops and eye ointment in some cases. A different supply with pro-rated cost-shares can also be allowed so that a new drug can be refilled at the same time as drugs that the member is already taking.

# 7. What other pharmacy services does my health plan cover?

This benefit is limited to covered prescription drugs and specified supplies and devices dispensed by a licensed pharmacy. Other services, such as diabetic education or medical equipment, are covered by the medical benefits of this plan, and are described elsewhere in this booklet.

# WHAT DO I DO IF I'M OUTSIDE WASHINGTON AND ALASKA?

#### **OUT-OF-AREA CARE**

As a member of the Blue Cross Blue Shield Association ("BCBSA"), Premera Blue Cross has arrangements with other Blue Cross and Blue Shield Licensees ("Host Blues") for care outside our service area. These arrangements are called "Inter-Plan Arrangements." Our Inter-Plan Arrangements help you get covered services from providers within the geographic area of a Host Blue.

The BlueCard® Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' network providers. The Host Blue is responsible for its network providers and handles all interactions with them. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (non-contracted providers). This Out-Of-Area Care section explains how the plan pays both types of providers.

Your getting services through these Inter-Plan Arrangements does not change what the plan covers, benefit levels, or any stated eligibility requirements. Please call us if your care needs prior authorization.

We process claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

### **BlueCard Program**

Except for copays, we will base the amount you must pay for claims from Host Blues' network providers on the lower of:

- The provider's billed charges for your covered services; or
- The allowable charge that the Host Blue made available to us.

Often, the allowable charge is a discount that reflects an actual price that the Host Blue pays to

the provider. Sometimes it is an estimated price that takes into account a special arrangement with a single provider or a group of providers. In other cases, it may be an average price, based on a discount that results in expected average savings for services from similar types of providers.

Host Blues may use a number of factors to set estimated or average prices. These may include settlements, incentive payments, and other credits or charges. Host Blues may also need to adjust their prices to correct their estimates of past prices. However, we will not apply any further adjustments to the price of a claim that has already been paid.

Clark County Providers Services in Clark County, Washington are processed through the BlueCard Program. Some providers in Clark County do have contracts with us. These providers will submit claims directly to us, and benefits will be based on our allowable charge for the covered service or supply.

Value-Based Programs You might have a provider that participates in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and for coordinating care when you are seeing more than one provider. The Host Blue may pay VBP providers for meeting the above standards. If the Host Blue includes charges for these payments in the allowable charge for a claim, you would pay a part of these charges if a deductible or coinsurance applies to the claim. If the VBP pays the provider for coordinating your care with other providers, you will not be billed for it.

# Taxes, Surcharges and Fees

A law or regulation may require a surcharge, tax or other fee be added to the price of a covered service. If that happens, we will add that surcharge, tax or fee to the allowable charge for the claim.

#### **Non-Contracted Providers**

It could happen that you receive covered services from providers outside our service area that do not have a contract with the Host Blue. In most cases, we will base the amount you pay for such services on either our allowable charge for these providers or the pricing requirements under applicable law. Please see the definition of "Allowable Charge" in "Definitions" in this booklet for details on allowable charges.

In these situations, you may owe the difference between the amount that the non-contracted provider bills and the payment the plan makes for the covered services as set forth above.

## BlueCard Worldwide® Program

If you are outside the United States, Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), you may be able to take advantage of BlueCard Worldwide. BlueCard Worldwide is unlike the BlueCard Program in the BlueCard service area in some ways. For instance, although BlueCard Worldwide helps you access a provider network, you will most likely have to pay the provider and send us the claim yourself in order for the plan to reimburse you. See "How Do I File A Claim?" for more information. However, if you need hospital inpatient care, the BlueCard Worldwide Service Center can often direct you to hospitals that will not require you to pay in full at the time of service. In such cases, these hospitals also send in the claim for you.

If you need to find a doctor or hospital outside the BlueCard service area, need help submitting claims or have other questions, please call the BlueCard Worldwide Service Center at 1-800-BLUE (2583). The center is open 24 hours a day, seven days a week. You can also call collect at 1-804-673-1177.

#### **More Questions**

If you have questions or need to find out more about the BlueCard Program, please call our Customer Service Department. To find a provider outside our service area, go to **www.premera.com** or call 1-800-810-BLUE (2583). You can also get BlueCard Worldwide information by calling the toll-free phone number.

# CARE MANAGEMENT

Care Management services work to help ensure that you receive appropriate and cost-effective medical care. Your role in the Care Management process is simple, but important, as explained below.

You must be eligible on the dates of service and services must be medically necessary. We encourage you to call Customer Service to verify that you meet the required criteria for claims payment.

#### PRIOR AUTHORIZATION

Your coverage for some services depends on whether the service is approved through the prior authorization process before you receive it.

A planned service is reviewed to make sure it is medically necessary and eligible for coverage under this plan. We will let you know in writing if the service is authorized. We will also let you know if the services are not authorized and the reasons why. If you disagree with the decision, you can request an appeal. See "When You Have An Appeal" in your booklet or call us.

There are three situations where prior authorization is required:

- Before you receive certain medical services or prescription drugs
- Before you schedule a planned admission to certain inpatient facilities
- When you want to receive the in-network benefit level for services you receive from a non-network provider.

#### How To Ask For Prior Authorization

The plan has a specific list of services that must have prior authorization with any provider. The list is on our Web site at www.premera.com. Before you receive services, we suggest that you look at this list. The services, devices and drugs on the prior authorization list need to be reviewed to make sure that they are medically necessary for you and meet this plan's other standards for coverage. It is to your advantage to know in advance if the plan would not cover them.

**Services From Network Providers:** It is your network provider's responsibility to get prior authorization. Your network provider can call us at the number listed on your ID card to request a prior authorization.

Services From Non-Network Providers: It is your responsibility to get prior authorization for any services that are on the prior authorization list when you see a non-network provider. You or your provider can call us at the number listed on your ID card to request a prior authorization. However, it is a good idea to call us to make sure the request was approved.

We will respond to a request for prior authorization within 5 calendar days of receipt of all information necessary to make a decision. If your situation is clinically urgent (meaning that your life or health would be put in serious jeopardy if you did not receive treatment right away), you may request an expedited review. Expedited reviews are responded to as soon as possible, but no later than 48 hours after we get all the information necessary to make a decision. We will provide our decision in writing.

Our prior authorizations will be valid for 30 calendar days. This 30-day period is subject to your continued coverage under the plan. If you don't receive the service, drug or item within that time, you will have to ask us for another prior authorization.

#### **Exceptions**

The services below do not need prior authorization. Instead, you must tell us as soon as reasonably possible after you receive them:

 Emergency hospital admissions, including admissions for drug or alcohol detoxification. If you are admitted to a non-network hospital due to a medical emergency, those services are always covered under your in-network cost-share. The plan will continue to cover those services until you are medically stable and can safely transfer to a network hospital. If you choose to remain at the non-network hospital after you are stable to transfer, coverage will revert to the out-of network benefit. The plan will provide benefits based on the allowable charge. If the hospital is non-network, you may be billed for charges over the allowable charge.

 Childbirth admission to a hospital, or admissions for newborns who need medical care at birth.
 Admissions to a non-network hospital will be covered at the non-network cost-share unless the admission was a medical emergency.

# **Prior Authorization For Prescription Drugs**

Certain prescription drugs you receive through a pharmacy must have prior authorization before you get them at a pharmacy, in order for the plan to provide benefits. Your provider can ask for a prior authorization by faxing a prior authorization form to us. This form is in the pharmacy section of our Web site at www.premera.com. You will also find the specific list of prescription drugs requiring prior authorization on our Web site. If your prescription drug is on this list, and you do not get prior authorization, when you go to the pharmacy to fill your prescription, your pharmacy will tell you that it needs to be prior authorized. You or your pharmacy should call your provider to let them know. Your provider can fax us a prior authorization form for review.

You can buy the prescription drug before it is prior authorized, but you must pay the full cost. If the drug is authorized after you bought it, you can send us a claim for reimbursement. Reimbursement will be based on the allowable charge. See "How Do I File A Claim?" for details.

Benefits for some prescription drugs may be limited to one or more of the following:

- A set number of days' supply
- A specific drug or drug dose that is appropriate for a normal course of treatment
- A specific diagnosis
- You may need to get a prescription drug from an appropriate medical specialist
- You may have to try a generic drug or a specified brand name drug first

These limits are based on medical standards, the drug maker's advice, and your specific case. They are also based on FDA guidelines and medical articles and papers.

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#### Services from Non-Network Providers

This plan provides benefits for non-emergency services from non-network providers at a lower benefit level. You may receive benefits for these services at the in-network cost-share if the services are medically necessary and only available from a non-network provider. You or your provider may request a prior authorization for the in-network benefit before you see the non-network provider.

# The prior authorization request must include the following:

- A statement that the non-network provider has unique skills or provides unique services that are medically necessary for your care, and that are not reasonably available from a network provider
- Any necessary medical records supporting the request.

If the request is approved, the services will be covered at the in-network cost-share. In addition to the cost-shares, you will be required to pay any amounts over the allowable charge if the provider does not have an agreement with us or, for out-of-state providers, with the local Blue Cross and/or Blue Shield Licensee.

## **CLINICAL REVIEW**

Premera Blue Cross has developed or adopted guidelines and medical policies that outline clinical criteria used to make medical necessity determinations. The criteria are reviewed annually and are updated as needed to ensure our determinations are consistent with current medical practice standards and follow national and regional norms. Practicing community doctors are involved in the review and development of our internal criteria. Our medical policies are on our Web site. You or your provider may review them at

www.premera.com. You or your provider may also request a copy of the criteria used to make a medical necessity decision for a particular condition or procedure. To obtain the information, please send your request to Care Management at the address or fax number shown on the back cover.

Premera Blue Cross reserves the right to deny payment for services that are not medically necessary or that are considered experimental/investigational. A decision by Premera Blue Cross following this review may be appealed in the manner described in "Complaints And Appeals." When there is more than one alternative available, coverage will be provided for the least costly among medically appropriate alternatives.

# WHAT'S NOT COVERED?

This section of your booklet explains circumstances in which all the benefits of this plan are either limited

or no benefits are provided. Benefits can also be affected by our "Care Management" provisions and your eligibility. In addition, some benefits have their own specific limitations.

#### LIMITED AND NON-COVERED SERVICES

In addition to the specific limitations stated elsewhere in this plan, the plan won't provide benefits for the following:

#### **Benefits From Other Sources**

This plan does not cover services that are covered by such types of insurance as:

- Motor vehicle medical or motor vehicle no-fault
- Any type of no-fault coverage, such as Personal injury protection (PIP), Medical Payment coverage, or Medical Premises coverage
- Any type of excess coverage
- Boat coverage
- School or athletic coverage

#### **Benefits That Have Been Exhausted**

Amounts that exceed the allowable charge or maximum benefit for a covered service.

#### Biofeedback

Biofeedback that is deemed experimental or investigational treatment for the condition (see "Definitions"). Examples of what is not covered are EEG biofeedback and neurofeedback.

# **Caffeine Or Nicotine Dependency**

Treatment of caffeine dependency; treatment of nicotine dependency except as stated under the Health Management, Professional Visits and Services and Prescription Drugs benefits.

#### **Charges For Records Or Reports**

Separate charges from providers for supplying records or reports, except those we request for utilization review.

# **Chemical Dependency Coverage Exceptions**

- Treatment of non-dependent alcohol or drug use or abuse
- Voluntary support groups, such as Alanon or Alcoholics Anonymous

#### **Cosmetic Services**

The plan does not cover services, drugs, or supplies for cosmetic purposes, including any direct or indirect complications and aftereffects. Examples of what is not covered are:

 Reshaping normal structures of the body in order to improve or change your appearance and selfesteem and not primarily to restore an impaired function of the body

- Genital surgery for the purpose of changing genital appearance
- Breast mastectomy or augmentation for the purpose of changing the appearance of the breasts, with or without chest reconstruction

The only exceptions to this exclusion are:

- Repair of a defect that's the direct result of an injury, providing such repair is started within 12 months of the date of the injury. Please see the Surgical Services benefit.
- Repair of a dependent child's congenital anomaly.
   Please see the Surgical Services benefit.
- Reconstructive breast surgery in connection with a mastectomy as specified under the Mastectomy and Breast Reconstruction Services benefit
- Correction of functional disorders upon our review and approval. This does not include removal of excess skin and or fat related to weight loss surgery or the use of obesity drugs. Please see the Surgical Services benefit.

# **Counseling, Educational Or Training Services**

- Counseling, education or training services, except as stated under the Chemical Dependency Treatment, Health Management, Nutritional Therapy, Professional Visits and Services and Mental Health Care benefits or for services that meet the standards for preventive services in the Preventive Care benefit. This includes vocational assistance and outreach; social, sexual and fitness counseling.
- Non-medical services, such as spiritual, bereavement, legal or financial counseling
- Recreational, vocational, or educational therapy; exercise or maintenance-level programs
- Social or cultural therapy
- · Gym or swim therapy
- Acting as a tutor, helping a member with schoolwork, acting as an educational or other aide for a member while the member is at school, or providing services that are part of a school's Individual Education Program or are otherwise should be provided by school staff. This does not apply to training that is directed at the member's significant behavioral difficulties during schoolwork. Please see the Mental Health Care benefit.

#### **Court-Ordered Services**

Court-ordered services, services related to deferred prosecution, deferred or suspended sentencing or to driving rights, except as deemed medically necessary

#### **Custodial Care**

Custodial care, except when provided for hospice care (please see the Home and Hospice Care benefit)

#### **Dental Care**

Dental services or supplies, except as specified under Dental Services (please see the "Medical Services" section under "What Are My Benefits?")

This exclusion also doesn't apply to dental services covered under the Temporomandibular Joint (TMJ) Disorders benefit.

#### **Donor Breast Milk**

## **Drugs And Food Supplements**

Over-the-counter drugs, solutions, supplies, food and nutritional supplements other than those covered under the Medical Foods benefit; over-the-counter contraceptive drugs (except as required by law), supplies and devices; herbal, naturopathic, or homeopathic medicines or devices; hair analysis; and vitamins that don't require a prescription, except as required by law. Please see the Prescription Drugs benefit for details.

#### **Environmental Therapy**

Therapy designed to provide a changed or controlled environment.

### **Experimental Or Investigational Services**

Any service or supply that Premera Blue Cross determines is experimental or investigational on the date it's furnished, and any direct or indirect complications and aftereffects thereof. Our determination is based on the criteria stated in the definition of "experimental/investigational services" (please see the "Definitions" section in this booklet).

If we determine that a service is experimental or investigational, and therefore not covered, you may appeal our decision. Please see the "Complaints And Appeals" section in this booklet for an explanation of the appeals process.

# **Family Members Or Volunteers**

- Services or supplies that you furnish to yourself or that are furnished to you by a provider who is an immediate relative. Immediate relative is defined as spouse, natural or adoptive parent, child, sibling, stepparent, stepchild, stepsibling, father in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, spouse of grandparent or spouse of grandchild.
- Services or supplies provided by volunteers, except as specified in the Home and Hospice Care benefit

#### **Governmental Medical Facilities**

Services and supplies furnished by a governmental medical facility, except when:

- Your request for a benefit level exception for nonemergent care to the facility is approved. (Please see "Services From Non-Network Providers" in the "Prior Authorization" subsection in this booklet)
- You're receiving care for a "medical emergency" (please see the "Definitions" section in this booklet)
- The plan must provide available benefits for covered services as required by law or regulation

#### **Hair Loss**

- Drugs, supplies, equipment, or procedures to replace hair, slow hair loss, or stimulate hair growth
- Hair prostheses, such as wigs or hair weaves, transplants, and implants

# **Hearing Exams And Testing**

Routine hearing exams and testing

### **Hearing Hardware**

Hearing aids and devices used to improve hearing sharpness

## **Human Growth Hormone Benefit Limitations**

Benefits for human growth hormone are only provided under the Specialty Pharmacy Program (please see the Prescription Drugs benefit) and are not covered to treat idiopathic short stature without growth hormone deficiency.

#### **Illegal Acts and Terrorism**

This plan does not cover illness or injuries resulting from a member's commission of:

- A felony (does not apply to a victim of domestic violence)
- · An act of terrorism
- · An act of riot or revolt

# Infertility, Assisted Reproduction And Sterilization Reversal

- Treatment of infertility, including procedures, supplies and drugs
- Any assisted reproduction techniques, regardless of reason or origin of condition, including but not limited to, artificial insemination, in-vitro fertilization, and gamete intra-fallopian transplant (GIFT) and any direct or indirect complications thereof
- Reversal of surgical sterilization, including any direct or indirect complications thereof

#### Laser Therapy

Low-level laser therapy

# **Light Therapy For Vitiligo**

## **Medical Equipment And Supplies**

- Supplies or equipment not primarily intended for medical use
- Special or extra-cost convenience features
- Items such as exercise equipment and weights
- Whirlpools, whirlpool baths, portable whirlpool pumps, sauna baths, and massage devices
- Over bed tables, elevators, vision aids, and telephone alert systems
- Structural modifications to your home or personal vehicle
- Orthopedic appliances prescribed primarily for use during participation in sports, recreation or similar activities
- · Penile prostheses
- Prosthetics, intraocular lenses, appliances or devices requiring surgical implantation. These items are covered under the Surgical Services benefit. Items provided and billed by a hospital are covered under the Hospital Inpatient Care or Hospital Outpatient Care benefits.
- Over-the-counter orthotic braces, such as knee braces
- Non-wearable external defibrillators, trusses and ultrasonic nebulizers
- Blood pressure cuffs or monitors (even if prescribed by a physician)
- Compression stockings that do not require a prescription
- · Bedwetting alarms
- Hypodermic needles, syringes, lancets, test strips, testing agents and alcohol swabs used for selfadministered medications, except as specified in the Prescription Drugs benefit.

#### Military Service and War

This plan does not cover illness or injury that is caused by or arises from:

- Acts of war, such as armed invasion, no matter if war has been declared or not
- Services in the armed forces of any country. This
  includes the air force, army, coast guard, marines,
  national guard or navy. It also includes any
  related civilian forces or units. However, this
  exclusion does not apply to members of the U.S.
  military (active or retired) or their dependents
  enrolled in the TRICARE program. This plan will
  be primary to TRICARE for these members when
  required by federal law.

#### No Charge Or You Don't Legally Have To Pay

- Services for which no charge is made, or for which none would have been made if this plan weren't in effect
- Services for which you don't legally have to pay, except as required by law in the case of federally qualified health center services

# Non-Treatment Facilities, Institutions Or Programs

Benefits are not provided for institutional care, housing, incarceration or programs from facilities that are not licensed to provide medical or behavioral health treatment for covered conditions. Examples are prisons, nursing homes, juvenile detention facilities, group homes, foster homes, camps and adult family homes. Benefits are provided for medically necessary medical or behavioral health treatment received in these locations. Please see the applicable medical benefit, the Mental Health Care benefit, or the Chemical Dependency Treatment benefit for details.

#### **Not Covered**

- Services or supplies ordered when this plan isn't in effect, or when the person isn't covered under this plan, except as stated under specific benefits and under "Extended Benefits"
- Services or supplies provided to someone other than the ill or injured member, other than outpatient health education services covered under the Health Management benefit. This includes training or educational services to another provider.
- Services and supplies that aren't listed as covered under this plan
- Services and supplies directly related to any condition, or related to any other service or supply that isn't covered under this plan

#### Not In The Written Plan Of Care

Services, supplies or providers not in the written plan of care or treatment plan, or not named as covered in the Home and Hospice Benefit, Neurodevelopmental Therapy and Rehabilitation Therapy and Chronic Pain Care benefits.

# **Not Medically Necessary**

- Services or supplies that aren't medically necessary even if they're court-ordered. This also includes places of service, such as inpatient hospital care.
- Hospital admissions for diagnostic purposes only, unless the services can't be provided without the use of inpatient hospital facilities, or unless your medical condition makes inpatient care medically necessary

 Any days of inpatient care that exceed the length of stay that is medically necessary to treat your condition

### **Obesity Services (Surgical and Pharmaceutical)**

Surgical or pharmaceutical treatments for obesity or morbid obesity, and any direct or indirect complications, follow-up services, and aftereffects thereof. (An example of an aftereffect that would not be covered is removal of excess skin and or fat that developed as a result of weight loss surgery or the use of obesity drugs). This exclusion applies to all surgical obesity procedures (inpatient and outpatient) and all obesity drugs and supplements, even if you also have an illness or injury that might be helped by weight loss.

# Online or Telephone Consultations And Telehealth Services

Benefits are not provided for electronic, telephone, online or Internet medical consultations or evaluations except as provided under the Telehealth Virtual Care Services benefit and the electronic visits covered under the Professional Visits and Services benefit.

#### **Orthodontia Services**

Orthodontia, regardless of condition, including casts, models, x-rays, photographs, examinations, appliances, braces, and retainers.

# Orthognathic Surgery (Jaw Augmentation Or Reduction)

Procedures to lengthen or shorten the jaw (orthognathic surgery), regardless of the origin of the condition that makes the procedure necessary. The only exception to this exclusion is for repair of a dependent child's congenital anomaly. Please see the Surgical Services benefit.

# Outside The Scope Of A Provider's License Or Certification

Services or supplies that are outside the scope of the provider's license or certification. Services or supplies that are furnished by a provider that isn't licensed or certified by the state in which the services or supplies were received, except as allowed for applied behavior analysis providers by the Mental Health Care benefit.

#### **Personal Comfort Or Convenience Items**

- Items for your convenience or that of your family, including medical facility expenses; services of a personal nature or personal care items, such as meals for guests, long-distance telephone charges, radio or television charges, or barber or beautician charges, babysitting
- Normal living expenses, such as food, clothing, and household supplies; housekeeping services,

except for those of a home health aide as prescribed by the plan of care (please see the Home and Hospice Care benefit); and transportation services

- Dietary assistance, such as "Meals on Wheels"
- Charges for provider travel time
- Transporting a member in place of a parent or other family member, or accompanying the member to appointments or other activities outside the home, such as medical appointments or shopping. Doing housework or chores for the member or helping the member do housework or chores.
- Arrangements in which the provider lives with the member.

### **Private Duty Nursing Services**

Private duty nursing.

## **Rehabilitation Services**

Inpatient rehabilitation received more than 24 months from the date of onset of the member's injury or illness or from the date of the member's surgery that made the rehabilitation necessary.

#### **Routine Or Preventive Care**

- Routine or palliative foot care, including hygienic care
- Impression casting for foot prosthetics or appliances and prescriptions thereof
- Fallen arches, flat feet, care of corns, bunions (except for bone surgery), calluses, toenails (except for ingrown toenail surgery) and other symptomatic foot problems. However, footsupport supplies, devices and shoes are covered as stated under the Medical Equipment and Supplies benefit.
- Exams to assess a work-related or medical disability
- Charges for services or items that don't meet the federal guidelines for preventive services described in the Preventive Care benefit, except as required by law. This can include services or items provided more often than stated in the guidelines. You can get a complete list of the preventive care services with these limits on our website at premera.com or call us for a list. This list may be changed as required when state and federal preventive guidelines change. The list will include website addresses where you can see current federal preventive guidelines.

This exclusion does not apply to diabetic foot care. Please see the Professional Visits and Services benefit.

#### Serious Adverse Events and Never Events

Members and this plan are not responsible for payment of services provided by network providers for serious adverse events, never events and resulting follow-up care. Serious adverse events and never events are medical errors that are specific to a nationally-published list. They are identified by specific diagnoses codes, procedure codes and specific present-on-admission indicator codes. Network providers may not bill members for these services and members are held harmless.

Serious Adverse Event means a hospital injury caused by medical management (rather than an underlying disease) that prolonged the hospitalization, and/or produces a disability at the time of discharge.

Never Events means events that should never occur, such as a surgery on the wrong patient, a surgery on the wrong body part or wrong surgery.

Not all medical errors are defined as serious adverse events or never events. You can obtain a list of serious adverse events and never events by contacting us at the number listed in the front of this booklet or on the Centers for Medicare and Medicaid Services (CMS) Web page at www.cms.hhs.gov.

# **Sexual Dysfunction**

Diagnosis and treatment of sexual dysfunctions, regardless of origin or cause; surgical, medical or psychological treatment of impotence or frigidity, including drugs, medications, or penile or other implants; and, any direct or indirect complications and aftereffects thereof.

# **Skilled Nursing Facility Coverage Exceptions**

- Custodial care
- Care that is primarily for senile deterioration, mental deficiency or retardation or the treatment of chemical dependency

# **Transplant Coverage Exceptions**

- Organ, bone marrow and stem cell transplants, including any direct or indirect complications and aftereffects thereof, except as specifically stated under the Transplants benefit
- Services or supplies that are payable by any government, foundation or charitable grant. This includes services performed on potential or actual living donors and recipients, and on cadavers.
- Donor costs for an organ transplant, or bone marrow or stem cell reinfusion not specified as covered under the Transplants benefit
- Donor costs for which benefits are available under other group or individual coverage
- Non-human or mechanical organs, unless we determine they aren't

"experimental/investigational services" (please see the "Definitions" section in this booklet)

#### **Vision Therapy**

Vision therapy, eye exercise, or any sort of training to correct muscular imbalance of the eye (orthoptics), and pleoptics. Also not covered are treatment or surgeries to improve the refractive character of the cornea, including the treatment of any results of such treatment.

#### **Voluntary Support Groups**

Patient support, consumer or affinity groups such as diabetic support groups or Alcoholics Anonymous, peer-mediated groups or interventions

#### **Work-Related Conditions**

Any illness, condition or injury arising out of or in the course of employment, for which the member is entitled to receive benefits, whether or not a proper and timely claim for such benefits has been made under:

- Occupational coverage required of, or voluntarily obtained by, the employer
- State or federal workers' compensation acts
- Any legislative act providing compensation for work-related illness or injury

This exclusion does not apply to subscribers who joined the Washington Law Enforcement Officers and Fire Fighters' retirement system before October 1, 1977. They will be covered under this plan for illnesses or injuries connected with their occupations as law enforcement officers or fire fighters. Coverage is subject to the other terms and limitations of this plan.

# WHAT IF I HAVE OTHER COVERAGE?

# COORDINATING BENEFITS WITH OTHER HEALTH CARE PLANS

You also may be covered under one or more other group or individual plans, such as one sponsored by your spouse's employer. This plan includes a "coordination of benefits" feature to handle such situations.

All of the benefits of this plan are subject to coordination of benefits. However, please note that benefits provided under this plan for allowable dental expenses will be coordinated separately from allowable medical expenses.

If you have other coverage besides this plan, we recommend that you send your claims to the primary plan first. In that way, the proper coordinated benefits may be most quickly determined and paid.

# **Definitions Applicable To Coordination Of Benefits**

To understand coordination of benefits, it's important to know the meanings of the following terms:

- Allowable Medical Expense means the usual, customary and reasonable charge for any medically necessary health care service or supply provided by a licensed medical professional when the service or supply is covered at least in part under this plan. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense.
- Allowable Dental Expense means the usual, customary and reasonable charge for any dentally necessary service or supply provided by a licensed dental professional when the service or supply is covered at least in part under this plan. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense. For the purposes of this plan, only those dental services to treat an injury to natural teeth will be considered an allowable dental expense.
- Claim Determination Period means a calendar year.
- Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than half of the calendar year, excluding any temporary visitation.
- Medical Plan means all of the following health care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trusteed plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents
  - Group coverage required or provided by any law, including Medicare. This doesn't include workers' compensation
  - Group student coverage that's sponsored by a school or other educational institution and includes medical benefits for illness or disease

- Dental Plan means all of the following dental care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trusteed plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents

Each contract or other arrangement for coverage described above is a separate plan. It's also important to note that for the purpose of this plan, we'll coordinate benefits for allowable medical expenses separately from allowable dental expenses, as separate plans.

#### **Effect On Benefits**

An important part of coordinating benefits is determining the order in which the plans provide benefits. One plan is responsible for providing benefits first. This is called the "primary" plan. The primary plan provides its full benefits as if there were no other plans involved. The other plans then become "secondary." When this plan is secondary, it will reduce its benefits for each claim so that the benefits from all medical plans aren't more than the allowable medical expense for that claim and the benefits from all dental plans aren't more than the allowable dental expense for that claim.

We will coordinate benefits when you have other health care coverage that is primary over this plan. Coordination of benefits applies whether or not a claim is filed with the primary coverage.

#### **Primary And Secondary Rules**

Certain governmental plans, such as Medicaid, are always secondary by law. Except as required by law, Medicare supplement plans and other plans that don't coordinate benefits at all must pay as if they were primary.

A plan that doesn't have a COB provision that complies with this plan's rules is primary to this plan unless the rules of both plans make this plan primary. The exception is group coverage that supplements a package of benefits provided by the same group. Such coverage can be excess to the rest of that group's plan. An example is coverage paired with a closed panel plan to provide out-of-network benefits.

The first of the rules below to apply decides which plan is primary. If you have more than one secondary plan, the rules below also decide the order of the secondary plans to each other.

Non-Dependent Or Dependent The plan that doesn't cover you as a dependent is primary to a plan that does. However, if you have Medicare, and federal law makes Medicare secondary to your dependent coverage and primary to the plan that doesn't cover you as a dependent, then the order is reversed.

**Dependent Children** Unless a court decree states otherwise, the rules below apply:

- Birthday rule When the parents are married or living together, whether or not they were ever married, the plan of the parent whose birthday falls earlier in the year is primary. If both parents have the same birthday, the plan that has covered the parent the longest is primary.
- When the parents are divorced, separated or not living together, whether or not they were ever married:
  - If a court decree makes one parent responsible for the child's health care expenses or coverage, that plan is primary. This rule and the court decree rules below apply to calendar years starting after the plan is given notice of the court decree.
  - If a court decree assigns one parent primary financial responsibility for the child but doesn't mention responsibility for health care expenses, the plan of the parent with financial responsibility is primary.
  - If a court decree makes both parents responsible for the child's health care expenses or coverage, the birthday rule determines which plan is primary.
  - If a court decree requires joint custody without making one parent responsible for the child's health care expenses or coverage, the birthday rule determines which plan is primary.
  - If there is no court decree allocating responsibility for the child's expenses or coverage, the rules below apply:
    - The plan covering the custodial parent, first
    - The plan covering the spouse of the custodial parent, second
    - The plan covering the non-custodial parent, third
    - The plan covering the spouse of the noncustodial parent, last
    - If a child is covered by individuals other than parents or stepparents, the above rules apply as if those individuals were the parents.

Retired Or Laid-Off Employee The plan that covers you as an active employee (an employee who is neither laid off nor retired) is primary to a plan covering you as a retired or laid-off employee. The same is true if you are covered as both a dependent of an active employee and a dependent of a retired or laid-off employee.

**Continuation Coverage** If you have coverage under COBRA or other continuation law, that coverage is secondary to coverage that isn't through COBRA or other continuation law.

**Please Note:** The retiree/layoff and continuation rules don't apply when both plans don't have the rule or when the "non-dependent or dependent" rule can decide which of the plans is primary.

**Length Of Coverage** The plan that covered you longer is primary to the plan that didn't cover you as long.

If none of the rules above apply, the plans must share the allowable expenses equally.

# Right Of Recovery/Facility Of Payment

The plan has the right to recover any payments that are greater than those required by the coordination of benefits provisions from one or more of the following: the persons the plan paid or for whom the plan has paid, providers of service, insurance companies, service plans or other organizations. If a payment that should have been made under this plan was made by another plan, the plan also has the right to pay directly to another plan any amount that the plan should have paid. Such payment will be considered a benefit under this plan and will meet the plan's obligations to the extent of that payment. This plan has the right to appoint a third party to act on its behalf in recovery efforts.

#### SUBROGATION AND REIMBURSEMENT

If the plan makes claims payment on your behalf for injury or illness for which another party is liable, or for which uninsured/underinsured motorist (UIM) or personal injury protection (PIP) insurance exists, the plan is entitled to be repaid for those payments out of any recovery from that liable party. The liable party is also known as the "third party" because it's a party other than you or the plan. This party includes a UIM carrier because it stands in the shoes of a third party tort feasor and because the plan excludes coverage for such benefits.

**Definitions** The following terms have specific meanings in this section:

 Subrogation means we may collect, on behalf of the plan, directly from third parties to the extent the plan has paid on your behalf for illnesses or injury caused by the third party.

- Reimbursement means that you are obligated to repay any monies advanced by the plan from amounts received on your claim.
- Restitution means all equitable rights of recovery that the plan has to the monies advanced under your plan. Because the plan has paid for your illness or injuries, the plan is entitled to recover those expenses.

The plan is entitled to the proceeds of any settlement or judgment that results in a recovery from a third party, up to the amount of benefits the plan paid for the condition, whether or not you have been made whole for all your damages in the recoveries that you receive. The plan's right to recover exists regardless of whether it is based on subrogation, reimbursement or restitution. This right allows the plan to pursue any claim against any third party or insurer, whether or not you choose to pursue that claim. The plan's rights and priority are limited to the extent the plan has made or will make benefit payments for the injury or illness, but do extend to any costs that result from the enforcement of its rights.

The plan's first priority right of reimbursement will not be reduced due to a member's own negligence; or due to a member not being made whole; or due to attorney's fees and costs under the "common fund" or any other doctrine.

In recovering benefits provided on behalf of the plan, we may at the Group's election hire an attorney or have the plan be represented by your attorney. We will not pay for any legal costs incurred by you or on your behalf, and you will not be required to pay any portion of the costs incurred by the plan or the Group or on their behalf. If you retain an attorney or other agent to represent you in the matter, you must require that legal representative to reimburse the plan directly from the settlement or recovery. Before accepting any settlement on your claim against a third party, you or your legal representative must notify us in writing of any terms or conditions offered in a settlement, and you or your legal representative must notify the third party of the plan's interest in the settlement established by this provision. (See "Notices" later in this booklet.) You also must cooperate with us in recovering amounts paid by the plan on your behalf. If you or your legal representative fail to cooperate fully with us in the recovery of benefits the plan has paid as described above, you are responsible for reimbursing the plan for such benefits.

You or your legal representative must, within 14 business days of receiving a request from the plan, provide all information and sign and return all documents necessary to exercise the plan's right under this provision.

To the extent that you recover from any available third party source, you agree to hold any recovered fund in trust or in a segregated account until the plan's subrogation and reimbursement rights are fully determined.

# UNINSURED AND UNDERINSURED MOTORIST/PERSONAL INJURY PROTECTION COVERAGE

The plan has the right to be reimbursed for benefits provided, but only to the extent that benefits are also paid for such services and supplies under the terms of a motor vehicle uninsured motorist and/or underinsured motorist (UIM) policy, personal injury protection (PIP) or similar type of insurance or contract.

# WHO IS ELIGIBLE FOR COVERAGE?

This section of your booklet describes who is eligible for coverage.

Please note that you do not have to be a citizen of or live in the United States if you are otherwise eligible for coverage.

#### SUBSCRIBER ELIGIBILITY

To be covered as a subscriber under this plan, an employee must meet all of the following requirements:

# **Eligible ACTIVE Members:**

- A full-time, active LEOFF I member with established LEOFF I membership; or
- A full-time, active LEOFF II member with established LEOFF II membership, and
- Regularly scheduled to work a minimum of 30 hours per week for the City of Spokane Fire Department
- Satisfied the 30 day probationary period established by the City.

# **Eligible RETIREE Members:**

- Just previous to retirement, was enrolled as an Active in the Spokane Fire Fighters Benefits Trust with no lapse of coverage.
- Currently enrolled as a retiree in the Spokane Fire Fighters Benefits Trust, and
- A retired fire fighter from the City of Spokane who was a dues paying member of Local 29 at the time of your retirement, and
- Eligible to receive a pension from your employment with the City of Spokane

# **Employees Performing Employment Services In Hawaii**

For employers other than political subdivisions, such as state and local governments, and public schools and universities, the State of Hawaii requires that benefits for employees living and working in Hawaii (regardless of where the Group is located) be administered according to Hawaii law. If the Group is not a governmental employer as described in this paragraph, employees who reside and perform any employment services for the Group in Hawaii are not eligible for coverage. When an employee moves to Hawaii and begins performing employment services for the Group there, he or she will no longer be eligible for coverage.

#### **DEPENDENT ELIGIBILITY**

To be a dependent under this plan, the family member must be:

# Eligible Spouses/Registered Domestic Partners:

- Legal Spouse which includes the legally formed marriage of two persons validly formed in any jurisdiction in the United States or in a foreign jurisdiction that is recognized under Washington law
- Surviving Spouse of a deceased member (not divorced) who was enrolled for active or retiree coverage at the time of death or is a surviving spouse of a LEOFF 1 member who was enrolled for coverage in the Plan prior to the death of the LEOFF 1 member.
- Domestic Partner registered pursuant to state law or domestic partners who have signed and meet all of the requirements of the affidavit of Domestic Partnership established by the Trust

# Eligible Spouses/Registered Domestic Partners of RETIREE members:

- Legal Spouse which includes the legally formed marriage of two persons validly formed in any jurisdiction in the United States or in a foreign jurisdiction that is recognized under Washington law
- Surviving Spouse of a deceased member (not divorced) who was enrolled for active or retiree coverage at the time of death or is a surviving spouse of a LEOFF 1 member who was enrolled for coverage in the Plan prior to the death of the LEOFF 1 member.
- Domestic Partner registered pursuant to state law or domestic partners who have signed and meet all of the requirements of the affidavit of Domestic Partnership established by the Trust

# **Eligible Children:**

• Natural Children of the member or spouse

- Legally adopted children of the member or spouse
- · Surviving children of deceased member
- · Children of a registered Domestic Partner
- Child placed with the member and spouse for the purpose of legal adoption
- Foster children are not eligible

# WHEN DOES COVERAGE BEGIN?

#### **ENROLLMENT**

Enrollment is timely when we receive the completed enrollment application and required subscription charges within 60 days of the date the employee becomes an "eligible employee" as defined in the "Who Is Eligible For Coverage?" section. When enrollment is timely, coverage for the employee and enrolled dependents will become effective on the first of the month that coincides with or next follows the **latest** of the applicable dates below.

The Group may require coverage for some classes of employees to start on the actual applicable date below, as stated on its Group Master Application. Please contact the Group for information.

- The employee's date of hire
- The date the employee enters a class of employees to which the Group offers coverage under this plan
- The next day following the date the probationary period ends, if one is required by the Group

If we don't receive the enrollment application within 60 days of the date you became eligible, none of the dates above apply. Please see "Open Enrollment" and "Special Enrollment" later in this section.

# Dependents Acquired Through Marriage After The Subscriber's Effective Date

When we receive the completed enrollment application and any required subscription charges within 60 days after the marriage, coverage will become effective on the first of the month following the date of marriage. If we don't receive the enrollment application within 60 days of marriage, please see the "Open Enrollment" provision later in this section.

# Natural Newborn Children Born On Or After The Subscriber's Effective Date

Newborn children are covered automatically for the first 3 weeks from birth when the mother is eligible to receive obstetrical care benefits under this plan. To extend the child's coverage beyond the 3-week period, the subscriber should follow the steps below. If the mother isn't eligible for obstetrical care benefits, but the child qualifies as an eligible

dependent, the subscriber should follow the steps below to enroll the child from birth.

- An enrollment application isn't required for natural newborn children when subscription charges being paid already include coverage for dependent children, but we may request additional information if necessary to establish eligibility of the dependent child. Coverage becomes effective for natural newborn children on the date of birth.
- When subscription charges being paid don't already include coverage for dependent children, a completed enrollment application and any required subscription charges must be submitted to us within 60 days following birth. Coverage becomes effective from the date of birth. If we don't receive the enrollment application within 60 days of birth, please see the "Open Enrollment" provision later in this section.

## Adoptive Children Acquired On Or After The Subscriber's Effective Date

- An enrollment application isn't required for adoptive children placed with the subscriber when subscription charges being paid already include coverage for dependent children, but we may request additional information if necessary to establish eligibility of the dependent child.
   Coverage becomes effective for adoptive children on the date of placement with the subscriber.
- When subscription charges being paid don't already include coverage for dependent children, a completed enrollment application and any required subscription charges must be submitted to us within 60 days following the date of placement with the subscriber. Coverage becomes effective from the date of placement. If we don't receive the enrollment application within 60 days of the date of placement with the subscriber, please see the "Open Enrollment" provision later in this section.

# **Children Acquired Through Legal Guardianship**

When we receive the completed enrollment application, any required subscription charges, and a copy of the guardianship papers within 60 days of the date legal guardianship began with the subscriber, coverage for an otherwise eligible child will begin on the date legal guardianship began. If we don't receive the enrollment application within 60 days of the date legal guardianship began, please see the "Open Enrollment" provision later in this section.

# Children Covered Under Medical Child Support Orders

When we receive the completed enrollment application within 60 days of the date of the medical child support order, coverage for an otherwise

eligible child that is required under the order will become effective on the date of the order. Otherwise, coverage will become effective on the first of the month following the date we receive the application for coverage. The enrollment application may be submitted by the subscriber, the child's custodial parent, a state agency administering Medicaid or the state child support enforcement agency. Please contact your Group for detailed procedures.

# **SPECIAL ENROLLMENT**

The plan allows employees and dependents to enroll outside the plan's annual open enrollment period, if any, only in the cases listed below. In order to be enrolled, the applicant may be required to give us proof of special enrollment rights. If a completed enrollment application is not received within the time limits stated below, further chances to enroll, if any, depend on the normal rules of the plan that govern late enrollment.

## **Involuntary Loss of Other Coverage**

If an employee and/or dependent doesn't enroll in this plan or another plan sponsored by the Group when first eligible because they aren't required to do so, that employee and/or dependent may later enroll in this plan outside of the annual open enrollment period if each of the following requirements is met:

- The employee and/or dependent was covered under group health coverage or a health insurance plan at the time coverage under the Group's plan is offered
- The employee and/or dependent's coverage under the other group health coverage or health insurance plan ended as a result of one of the following:
  - Loss of eligibility for coverage for reasons including, but not limited to legal separation, divorce, death, termination of employment or the reduction in the number of hours of employment
  - Termination of employer contributions toward such coverage
  - The employee and/or dependent was covered under COBRA at the time coverage under this plan was previously offered and COBRA coverage has been exhausted

An eligible employee who qualifies as stated above may also enroll all eligible dependents. When only an eligible dependent qualifies for special enrollment, but the eligible employee isn't enrolled in any of the Group's plans or is enrolled in a different plan sponsored by the Group, the employee is also allowed to enroll in this plan in order for the dependent to enroll.

We must receive the completed enrollment application and any required subscription charges from the Group within 60 days of the date such other coverage ended. When the 60-day time limit is met, coverage will start on the first of the month that next follows the last day of the other coverage.

### **Subscriber And Dependent Special Enrollment**

An eligible employee and otherwise eligible dependents who previously elected not to enroll in any of the employer's group health plans when such coverage was previously offered, may enroll in this plan at the same time a newly acquired dependent is enrolled under "Enrollment" in the case of marriage, birth or adoption. The eligible employee may also choose to enroll alone, enroll with some or all eligible dependents, or change plans, if applicable.

# **State Medical Assistance and Children's Health Insurance Program**

Employees and dependents who are eligible as described in "Who Is Eligible For Coverage?" have special enrollment rights under this plan if one of the statements below is true:

- The person is eligible for state medical assistance, and the Washington State Department of Social and Health Services (DSHS) determines that it is cost-effective to enroll the person in this plan.
- The person qualifies for premium assistance under the state's medical assistance program or Children's Health Insurance Program (CHIP).
- The person no longer qualifies for health coverage under the state's medical assistance program or CHIP.

To be covered, the eligible employee or dependent must apply and any required subscription charges must be paid no more than 60 days from the date the applicable statement above is true. An eligible employee who elected not to enroll in this plan when such coverage was previously offered, must enroll in this plan in order for any otherwise eligible dependents to be enrolled in accordance with this provision. Coverage for the employee will start on the date the dependent's coverage starts.

#### **OPEN ENROLLMENT**

If you're not enrolled when you first become eligible, or as allowed under "Special Enrollment" above, you can't be enrolled until the Group's next open enrollment period. An open enrollment period occurs once a year unless determined otherwise by the Group. During this period, eligible employees and their dependents can enroll for coverage under this plan.

If the Group offers multiple health care plans and you're enrolled under one of the Group's other health care plans, enrollment for coverage under this plan can only be made during the Group's open enrollment period.

# **CHANGES IN COVERAGE**

No rights are vested under this plan. The Group may change its terms, benefits and limitations at any time. Changes to this plan will apply as of the date the change becomes effective to all members and to eligible employees and dependents who become covered under this plan after the date the change becomes effective.

The exception is inpatient confinements described in "Extended Benefits"; please see the "How Do I Continue Coverage?" section. Changes to this plan won't apply to inpatient stays that are covered under that provision.

#### **PLAN TRANSFERS**

Subscribers (with their enrolled dependents) may be allowed to transfer to this plan from another plan offered by the Group. Transfers also occur if the Group replaces another plan with this plan. All transfers to this plan must occur during open enrollment or on another date set by the Group.

When you transfer from the Group's other plan, and there's no lapse in your coverage, the following provisions that apply to this plan will be reduced to the extent they were satisfied and/or credited under the prior plan:

- · Benefit maximums
- · Out-of-pocket maximum
- Calendar year deductible. Please note: This plan applies only expenses incurred in the current calendar year to the current year's calendar year deductible. So, we will credit expenses that were applied to your prior plan's calendar year deductible only when they were incurred during the current calendar year. We won't credit toward this plan's calendar year deductible expenses incurred during October through December of the prior year.

# WHEN WILL MY COVERAGE END?

# **EVENTS THAT END COVERAGE**

Coverage will end without notice, except as specified under "Extended Benefits," on the last day of the month in which one of these events occurs:

- For the subscriber and dependents when:
  - The next required monthly charge for coverage isn't paid when due or within the grace period
  - The subscriber dies or is otherwise no longer eligible as a subscriber

- For a spouse when his or her marriage to the subscriber is annulled, or when he or she becomes legally separated or divorced from the subscriber
- For a child when he or she cannot meet the requirements for dependent coverage shown under the "Who Is Eligible For Coverage?" section.

The subscriber must promptly notify the Group when an enrolled family member is no longer eligible to be enrolled as a dependent under this plan.

#### **PLAN TERMINATION**

No rights are vested under this plan. The Group is not required to keep the plan in force for any length of time. The Group reserves the right to change or terminate this plan, in whole or in part, at any time with no liability. Plan changes are made as described in "Changes In Coverage" in this booklet. If the plan were to be terminated, you would only have a right to benefits for covered care you receive before the plan's end date.

# HOW DO I CONTINUE COVERAGE?

# CONTINUED ELIGIBILITY FOR A DISABLED CHILD

Coverage may continue beyond the limiting age (shown under "Dependent Eligibility") for a dependent child who can't support himself or herself because of a developmental or physical disability. The child will continue to be eligible if all the following are met:

- The child became disabled before reaching the limiting age
- The child is incapable of self-sustaining employment by reason of developmental disability or physical handicap and is chiefly dependent upon the subscriber for support and maintenance
- The subscriber is covered under this plan
- The child's subscription charges, if any, continue to be paid
- Within 31 days of the child reaching the limiting age, the subscriber furnishes the Group with a Request for Certification of Handicapped Dependent form. The Group must approve the request for certification for coverage to continue.
- The subscriber provides us with proof of the child's disability and dependent status when requested. Proof won't be requested more often than once a year after the 2-year period following the child's attainment of the limiting age.

#### LEAVE OF ABSENCE

Coverage for a subscriber and enrolled dependents may be continued for up to 90 days, or as otherwise required by law, when the employer grants the subscriber a leave of absence and subscription charges continue to be paid.

The leave of absence period counts toward the maximum COBRA continuation period, except as prohibited by the Family and Medical Leave Act of 1993.

#### LABOR DISPUTE

A subscriber may pay subscription charges through the Group to keep coverage in effect for up to 6 months in the event of suspension of compensation due to a lockout, strike, or other labor dispute.

The 6-month labor dispute period counts toward the maximum COBRA continuation period.

#### **COBRA**

When group coverage is lost because of a "qualifying event" shown below, federal laws and regulations known as "COBRA" require the Group to offer qualified members an election to continue their group coverage for a limited time. Under COBRA, a qualified member must apply for COBRA coverage within a certain time period and may also have to pay a monthly charge for it.

The plan will provide qualified members with COBRA coverage when COBRA's enrollment and payment requirements are met. But, coverage is provided only to the extent that COBRA requires and is subject to the other terms and limitations of this plan. The Group, **not us**, is responsible for all notifications and other duties assigned by COBRA to the "plan administrator" within COBRA's time limits.

The following summary of COBRA coverage is taken from COBRA. Members' rights to this coverage and obligations under COBRA automatically change with further amendments of COBRA by Congress or interpretations of COBRA by the courts and federal regulatory agencies.

# **Qualifying Events And Length Of Coverage**

Please contact the Group immediately when one of the qualifying events highlighted below occurs. The continuation periods listed extend from the date of the qualifying event.

Covered domestic partners and their children have the same rights to COBRA coverage as covered spouses and their children.

 The Group must offer the subscriber and covered dependents an election to continue coverage for up to 18 consecutive months if their coverage is lost because of 1 of 2 qualifying events:

- The subscriber's work hours are reduced.
- The subscriber's employment terminates, except for discharge due to actions defined by the Group as gross misconduct.

However, if one of the events listed above follows the covered employee's entitlement to Medicare by less than 18 months, the Group must offer the covered spouse and children an election to continue coverage for up to 36 months starting from the date of the Medicare entitlement.

- COBRA coverage can be extended if a member who lost coverage due to a reduction in hours or termination of employment is determined to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act at any time during the first 60 days of COBRA coverage. In such cases, all family members who elected COBRA may continue coverage for up to a total of 29 consecutive months from the date of the reduction in hours or termination.
- The Group must offer the covered spouse or children an election to continue coverage for up to 36 consecutive months if their coverage is lost because of 1 of 4 qualifying events:
  - · The subscriber dies.
  - The subscriber and spouse legally separate or divorce.
  - The subscriber becomes entitled to Medicare.
  - A child loses eligibility for dependent coverage.

In addition, the occurrence of one of these events during the 18-month period described above can extend that period for a continuing dependent. This happens only if the event would have caused a similar dependent who was not on COBRA coverage to lose coverage under this plan. The extended period will end no later than 36 months from the date of the first qualifying event.

# **Conditions Of COBRA Coverage**

For COBRA coverage to become effective, all of the requirements below must be met:

## You Must Give Notice Of Some Qualifying Events

The plan will offer COBRA coverage only after the Group receives timely notice that a qualifying event has occurred.

The subscriber or affected dependent must notify the Group in the event of a divorce, legal separation, child's loss of eligibility as a dependent, or any second qualifying event which occurs within the 18-month period as described in "Qualifying Events and Lengths Of Coverage." The subscriber or affected dependent must also notify the Group if the Social Security Administration determines that the

subscriber or dependent was disabled on any of the first 60 days of COBRA coverage. You also have the right to appoint someone to give the Group this notice for you.

If the required notice is not given or is late, the qualified member loses the right to COBRA coverage. Except as described below for disability notices, the subscriber or affected dependent has 60 days in which to give notice to the Group. The notice period starts on the date shown below.

- For determinations of disability, the notice period starts on the later of: 1) the date of the subscriber's termination or reduction in hours; 2) the date the qualified member would lose coverage as the result of one of these events; or 3) date of the disability determination. Please note: Determinations that a qualified member is disabled must be given to the Group before the 18-month continuation period ends. This means that the subscriber or qualified member might not have the full 60 days in which to give the notice. Please include a copy of the determination with your notice to the Group. Note: The subscriber or affected dependent must also notify the Group if a qualified member is deemed by the Social Security Administration to no longer be disabled. See "When COBRA
- For the other events above, the 60-day notice period starts on the later of: 1) the date of the qualifying event, or 2) the date the qualified member would lose coverage as a result of the event.

Coverage Ends."

Important Note: The Group must tell you where to direct your notice and any other procedures that you must follow. If the Group informs you of its notice procedures after the notice period start date above for your qualifying event, the notice period will not start until the date you're informed by the Group.

The Group must notify qualified members of their rights under COBRA. If the Group has named a third party as its plan administrator, the plan administrator is responsible to notify members on behalf of the group. In such cases, the Group has 30 days in which to notify its plan administrator of a subscriber's termination of employment, reduction in hours, death or Medicare entitlement. The plan administrator then has 14 days after it receives notice of a qualifying event from the Group (or from a qualified member as stated above) in which to notify qualified members of their COBRA rights.

If the Group itself is the plan administrator, it has more than 14 days in which to give notice for certain qualifying events. The Group must furnish the notice required because of a subscriber's termination of employment, reduction in hours, death Your Choice (Non-Grandfathered) 4000365

or Medicare entitlement no later than 44 days after the **later** of 1) the date of the qualifying event, or 2) the date coverage would end in the absence of COBRA. For all other qualifying events, the 14-day notice time limit applies.

# You Must Enroll And Pay On Time

- You must elect COBRA coverage no more than 60 days after the later of 1) the date coverage was to end because of the qualifying event, or 2) the date you were notified of your right to elect COBRA coverage. You may be eligible for a second COBRA election period if you qualify under section 201 of the Federal Trade Act of 2002. Please contact the Group or your bargaining representative for more information if you believe this may apply to you.
  Each qualified member will have an independent right to elect COBRA coverage. Subscribers may
  - right to elect COBRA coverage. Subscribers may elect COBRA coverage on behalf of their spouses, and parents may elect COBRA coverage on behalf of their coverage on behalf of their children.
- You must send your first payment to the Group no more than 45 days after the date you elected COBRA coverage.
- Subsequent monthly payments must also be paid to the Group.

# **Adding Family Members**

Eligible family members may be added after the continuation period begins, but only as allowed under "Special Enrollment" or "Open Enrollment" in the "When Does Coverage Begin?" section. With one exception, family members added after COBRA begins aren't eligible for further coverage if they later have a qualifying event or if they are determined to be disabled as described under "Qualifying Events and Lengths Of Coverage" earlier in this COBRA section. The exception is that a child born to or placed for adoption with a covered employee while the covered employee is on COBRA has the same COBRA rights as family members on coverage at the time of the original qualifying event. The child will be covered for the duration of the covered employee's initial 18-month COBRA period, unless a second qualifying event occurs which extends the child's coverage. COBRA coverage is subject to all other terms and limitations of this plan.

# **Keep The Group Informed Of Address Changes**

In order to protect your rights under COBRA, you should keep the Group informed of any address changes. It is a good idea to keep a copy, for your records, of any notices you send to the Group.

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## When COBRA Coverage Ends

COBRA coverage will end on the last day for which any charge required for it has been paid in the monthly period in which the first of the following occurs:

- The applicable continuation period expires.
- The next monthly payment isn't paid when due or within the 30-day COBRA grace period.
- When coverage is extended from 18 to 29 months due to disability (see "Qualifying Events and Lengths Of Coverage" in this section), COBRA coverage beyond 18 months ends if there's a final determination that a qualified member is no longer disabled under the Social Security Act. However, coverage won't end on the date shown above, but on the last day for which subscription charges have been paid in the first month that begins more than 30 days after the date of the determination. The subscriber or affected dependent must provide the Group with a copy of the Social Security Administration's determination within 30 days after the later of: 1) the date of the determination, or 2) the date on which the subscriber or affected dependent was informed that this notice should be provided and given procedures to follow.
- You become covered under another group health care plan after the date you elect COBRA coverage.
- You become entitled to Medicare after the date you elect COBRA coverage.
- The Group ceases to offer group health care coverage to any employee.

#### If You Have Questions

Questions about your plan or your rights under COBRA should be addressed to the plan contacts provided by the Group. For more information about your rights under ERISA, COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA Web site at www.dol.gov/ebsa. Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site.

#### **EXTENDED BENEFITS**

Under the following circumstances, certain benefits of this plan may be extended after your coverage ends for reasons other than as described under "Intentionally False Or Misleading Statements."

The inpatient benefits of this plan will continue to be available after coverage ends if:

- Your coverage didn't end because of fraud or an intentional misrepresentation of material fact under the terms of the coverage
- You were admitted to a medical facility prior to the date coverage ended
- You remained continuously confined in a medical facility because of the same medical condition for which you were admitted

Please Note: Newborns are eligible for Extended Inpatient benefits only if they are enrolled beyond the 3-week period specified in the Newborn Care benefit.

Such continued inpatient coverage will end when the first of the following occurs:

- You're covered under a health plan or contract that provides benefits for your confinement or would provide benefits for your confinement if coverage under this plan did not exist
- You're discharged from that facility or from any other facility to which you were transferred
- Inpatient care is no longer medically necessary
- The maximum benefit for inpatient care in the medical facility has been provided. If the calendar year ends before a calendar year maximum has been reached, the balance is still available for covered inpatient care you receive in the next year. Once it's used up, however, a calendar year maximum benefit will not be renewed.

#### **CONTINUATION UNDER USERRA**

The Uniformed Services Employment And Reemployment Rights Act (USERRA) protects the job rights (including enrollment rights on employer-provided health care coverage) of individuals who voluntarily or involuntarily leave employment positions to undertake military service. If you leave your job to perform military service, you have the right to elect to continue existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are re-employed, generally without any exclusions except for service-connected illnesses or injuries.

Contact your employer for information on USERRA rights and requirements. You may also contact the U.S. Department of Labor at 1-866-4-USA-DOL or visit its Web site at www.dol.gov/vets. An online guide to USERRA can be viewed at www.dol.gov/elaws/userra.htm.

# **MEDICARE SUPPLEMENT COVERAGE**

If you're enrolled in Parts A and B of Medicare, you may be eligible for guaranteed-issue coverage under

certain Medicare supplement plans. You must apply within 63 days of losing coverage under this plan.

# **HOW DO I FILE A CLAIM?**

# **Claims Other Than Prescription Drug Claims**

Many providers will submit their bills to us directly. However, if you need to submit a claim, follow these simple steps:

#### Step 1

Complete a Subscriber Claim Form. A separate Subscriber Claim Form is necessary for each patient and each provider. You can order extra Subscriber Claim Forms by calling Customer Service.

# Step 2

Attach the itemized bill. The itemized bill must contain all of the following information:

- Names of the subscriber and the member who incurred the expense
- Identification numbers for both the subscriber and the Group (these are shown on the subscriber's identification card)
- Name, address and IRS tax identification number of the provider
- Information about other insurance coverage
- Date of onset of the illness or injury
- Diagnosis or diagnosis code from the most current edition of the International Classification of Diseases manual
- Procedure codes from the most current edition of the Current Procedural Terminology manual, the Healthcare Common Procedure Coding manual, or the American Dental Association Current Dental Terminology manual for each service
- Dates of service and itemized charges for each service rendered
- If the services rendered are for treatment of an injury, the date, time, location and a brief description of the event

#### Step 3

If you're also covered by Medicare, and Medicare is primary, you must attach a copy of the "Explanation of Medicare Benefits."

#### Step 4

Check that all required information is complete. Bills received won't be considered to be claims until all necessary information is included.

# Step 5

Sign the Subscriber Claim Form in the space provided.

#### Step 6

Mail your claims to us at the mailing address shown on the back cover of this booklet.

### **Prescription Drug Claims**

To make a claim for covered prescription drugs, please follow these steps:

#### **Participating Pharmacies**

For retail pharmacy purchases, you don't have to send us a claim. Just show your Premera Blue Cross ID card to the pharmacist, who will bill us directly. If you don't show your ID card, you'll have to pay the full cost of the prescription and submit the claim yourself.

For mail-order pharmacy purchases, you don't have to send us a claim, but you'll need to follow the instructions on the order form and submit it to the address printed on the form. Please allow up to 14 days for delivery.

## **Non-Participating Pharmacies**

You'll have to pay the full cost for new prescriptions and refills purchased at these pharmacies. You'll need to fill out a prescription drug claim form, attach your prescription drug receipts and submit the information to the address shown on the claim form.

If you need a supply of participating mail-order pharmacy order forms or prescription drug claim forms, contact our Customer Service department at the numbers shown on the back cover of this booklet.

# **Timely Filing**

You should submit all claims within 90 days of the start of service or within 30 days after the service is completed. We must receive claims:

- Within 365 days of discharge for hospital or other medical facility expenses, or within 365 days of the date the expenses were incurred for any other services or supplies
- For members who have Medicare, within 90 days of the process date shown on the Explanation of Medicare Benefits, whichever is greater

The plan won't provide benefits for claims we receive after the later of these 2 dates, nor will the plan provide benefits for claims that were denied by Medicare because they were received past Medicare's submission deadline.

# **Special Notice About Claims Procedure**

We'll make every effort to process your claims as quickly as possible. We process claims in the order in which we receive them. We'll tell you if this plan won't cover all or part of the claim no later than 30 days after we first receive it. This notice will be in

writing. We can extend the time limit by up to 15 days if it's decided that more time is needed due to matters beyond our control. We'll let you know before the 30-day time limit ends if we need more time. If we need more information from you or your provider in order to decide your claim, we'll ask for that information in our notice and allow you or your provider at least 45 days to send us the information. In such cases, the time it takes to get the information to us doesn't count toward the decision deadline. Once we receive the information we need, we have 15 days to give you our decision.

- If your claim was denied, in whole or in part, our written notice (see "Notices") will include:
- The reasons for the denial and a reference to the provisions of this plan on which it's based
- A description of any additional information needed to reconsider the claim and why that information is needed
- A statement that you have the right to appeal our decision
- A description of the plan's complaint and appeal processes

If there were clinical reasons for the denial, you'll receive a letter stating these reasons.

At any time, you have the right to appoint someone to pursue the claim on your behalf. This can be a doctor, lawyer or a friend or relative. You must notify us in writing and give us the name, address and telephone number where your appointee can be reached.

Copayments are not considered claims.

If a claim for benefits or an appeal is denied or ignored, in whole or in part, or not processed within the time shown in this plan, you may file suit in a state or federal court.

## COMPLAINTS AND APPEALS

Please call us when you have questions about a benefit or coverage decision, our services, or the quality or availability of a healthcare service, or our service. We can quickly and informally correct errors, clarify benefits, or take steps to improve our service.

We suggest that you call your provider of care when you have questions about the healthcare they provide.

If you need an interpreter to help with oral translation, please call us. Customer Service will be able to guide you through the service.

# WHEN YOU DO NOT AGREE WITH A PAYMENT OR BENEFIT DECISION

If payment or benefits were denied in whole or in part, and you disagree with that decision, you have the right to ask the plan to review that adverse benefit determination through a formal, internal appeals process.

This plan's appeals process will comply with any new requirements as necessary under federal laws and regulations.

#### What is an adverse benefit determination?

An adverse benefit determination means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment, in whole or in part for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in this plan, rescission of coverage, and including, with respect to this plan, a denial, reduction, or termination of, or a failure to provide or make payment in whole or in part for, a benefit resulting from the application of any clinical review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medical necessary or appropriate.

## WHEN YOU HAVE AN APPEAL

After you find out about an adverse benefit decision, you can ask for an internal appeal. Your plan has two levels of internal appeals. Your Level I internal appeal will be reviewed by people who were not involved in the initial adverse benefit determination. If the adverse benefit determination involved medical judgment, the review will be done by a provider. They will review all of the information about your appeal and will give you a written decision. If you are not satisfied with the decision, you may request a Level II appeal.

Your Level II internal appeal will be reviewed by a panel of people who were not involved in the level I appeal. If your appeal involves medical judgment, a provider will be on the panel. You may participate in the Level II panel meeting in person or by phone. Please contact us for more details about this process.

Once the Level II review is complete, you will receive a written decision.

If you are not satisfied with the outcome of an internal appeal (Level I or Level II), you have the right to an external review. This includes internal decisions based on medical necessity, experimental or investigational, appropriateness, healthcare setting, level of care, or that the service is not effective or not justified. The external review will be

done by an IRO. An IRO is an independent organization of medical reviewers who are certified by the State of Washington Department of Health to review medical and other relevant information. There is no cost to you for an external review.

# Who may file an internal appeal?

You may file an appeal for yourself. You can also appoint someone to do it for you. This can be your doctor or provider. To appoint a representative, you must sign an authorization form and send it to us. The address and fax number are listed on the back cover. This release gives us your approval for this person to appeal on your behalf and allows our release of information, if any, to them. If you appoint someone else to act for you, that person can do any of the tasks listed below that you would need to do.

Please call us for an Authorization For Release form. You can also get a copy of this form on our website at **www.premera.com**.

### How do I file an internal appeal?

You may file an appeal by calling Customer Service or by writing to us at the address listed on the back cover of this booklet. We must receive your appeal request as follows:

- For a Level I internal appeal, within 180 calendar days of the date you were notified of the adverse benefit determination.
- For a Level II internal appeal, within 60 calendar days of the date you were notified of the Level I determination. If you are in the hospital or away from home, or for other reasonable cause beyond your control, we will extend this time limit up to 180 calendar days to allow you to get medical records or other documents you want us to look at.

You may submit your written appeal request to the address or fax number on the back cover of this booklet.

If you need help filing an appeal, or would like a copy of the appeals process, please call Customer Service at the number listed on the back cover of this benefit booklet. You can also get a description of the appeals process by visiting our website at www.premera.com.

We will confirm in writing that we have your request within 72 hours.

#### What if my situation is clinically urgent?

If your provider believes that your situation is clinically urgent under law, we will expedite your appeal: for example:

 Your doctor thinks a delay may put your life or health in serious jeopardy or would subject you to pain that you cannot tolerate  The appeal is related to inpatient or emergency services and you are still in the emergency room or in the ambulance

We will not expedite your appeal if you have already received the services you are appealing, or if you do not meet the above requirements. Please call Customer Service if you want to expedite your appeal. The number is listed on the back cover of this booklet.

If your situation is clinically urgent, you may also request an expedited external review at the same time you request an expedited internal appeal.

# Can I provide more information for my appeal?

You may supply more information to support your appeal either at the time you file an appeal or at a later date. Mail or fax the information to the address and fax number listed on the back cover of this booklet. Please give us this information as soon as you can.

# Can I request copies of information relevant to my appeal?

We will also send you any new or additional information we considered, relied upon or generated in connection to your appeal. We will send it as soon as possible and free of charge. You will have the chance to review it and respond to us before the decision is made.

#### What happens next?

The adverse benefit determination will be reviewed and you will receive a written decision within the time limits below:

- Expedited appeals: as soon as possible, but no later than 72 hours after we received your request. You will be notified of the decision by phone, fax or email and will be followed by a written decision.
- Adverse benefit determinations made prior to you receiving services: 15 days of the date we received your request.
- All other appeals: within 30 days of the date we received your request.

We will send you a notice of our decision (see "Notices" later in this booklet) and the reasons for it. If the initial decision is upheld, we will tell you about your right to a Level II internal appeal or to an external review at the end of the internal appeals process. You can also go to the next appeal step if we do not comply with the rules above when we handle your appeal.

### **Appeals About Ongoing Care**

If you appeal a decision to change, reduce or end coverage of ongoing care for a previously approved course of treatment because the service or level of service is no longer medically necessary or appropriate, we will suspend the plan's denial of benefits during the internal appeal period. The plan's provision of benefits for services received during the internal appeal period does not, and should not be construed to, reverse the plan's denial. If the decision is upheld, you must repay all amounts the plan paid for such services. You will also be responsible for any difference between the allowable charge and the provider's billed charge if the provider is non-network.

# WHEN AM I ELIGIBLE FOR EXTERNAL REVIEW?

If you are not satisfied with the outcome of an internal appeal (Level I or Level II), you have the right to an external review. This includes internal decisions based on medical necessity, experimental or investigational, appropriateness, healthcare setting, level of care, or that the service is not effective or not justified. The external review will be done by an independent review organization (IRO) that is certified by the State of Washington Department of Health to review medical and other relevant information. There is no cost to you for an external review.

If your internal appeal is denied, we will tell you about your rights to an external review and send you an IRO release form. Your written request for an external review and the signed release form must be received no later than 4 months after the date you received the appeal response.

You can request an expedited external review when your provider believes that your situation is clinically urgent under law.

When we receive your request, we will tell the IRO that you asked for an external review and forward your entire appeal file. We will also let you or your authorized appeals representative know where more information may be sent directly to the IRO and when the information must be sent. We will give the IRO any other information they ask for that is reasonably available to us.

# When the IRO completes the external review

Once the external review is done, the IRO will let you and us know in writing of their decision within the time limits below:

- For expedited external reviews, as soon as possible, but no later than 72 hours after receiving the request. The IRO will notify you and us immediately by phone, e-mail or fax and will follow up with a written decision by mail.
- For all other reviews, within 45 days from the date the IRO gets your request.

#### What happens next?

The plan is bound by the decision made by the IRO. If the IRO overturned the internal decision, the plan will implement their decision in a timely manner.

If the IRO upheld the internal decision, there is no further review available under this plan's appeals process. However, you may have other steps you can take under State or Federal law, such as filing a lawsuit.

#### OTHER RESOURCES TO HELP YOU

If you have questions about understanding a denial of a claim or your appeal rights, you may contact Customer Service at the number listed on the back cover.

If you want need help filing an appeal, you can also contact the Washington Consumer Assistance Program at any time during this process.

Washington Consumer Assistance Program 5000 Capitol Blvd.
Tumwater, WA 98501
1-800-562-6900

E-mail: cap@oic.wa.gov

You can also contact the Employee Benefits Security Administration (EBSA) of the U.S. Department of labor at 1-866-444-EBSA (3272).

# OTHER INFORMATION ABOUT THIS PLAN

This section tells you about how this plan is administered. It also includes information about federal and state requirements we and the Group must follow and other information that must be provided.

## **Conformity With The Law**

If any provision of the plan or any amendment thereto is deemed to be in conflict with applicable state or federal laws or regulations, upon discovery of such conflict the plan will be administered in conformance with the requirements of such laws and regulations as of their effective date.

#### **Evidence Of Medical Necessity**

We have the right to require proof of medical necessity for any services or supplies you receive before benefits under this plan are provided. This proof may be submitted by you, or on your behalf by your health care providers. No benefits will be available if the proof isn't provided or acceptable to the plan.

#### **Intentionally False Or Misleading Statements**

If this plan's benefits are paid in error due to a member's or provider's commission of fraud or providing any intentionally false or misleading statements, the plan is entitled to recover these amounts. Please see the "Right Of Recovery" provision later in this section.

And, if a member commits fraud or makes any intentionally false or misleading statements on any application or enrollment form that affects the member's acceptability for coverage, we may, as directed by the Group:

- Deny the member's claim
- Reduce the amount of benefits provided for the member's claim
- Void the member's coverage under this plan (void means to cancel coverage back to its effective date, as if it had never existed at all)

**Please Note:** we cannot void your coverage based on a misrepresentation you made unless you have performed an act or practice that constitutes fraud; or made an intentional misrepresentation of material fact that affects your acceptability for coverage.

#### **Member Cooperation**

You're under a duty to cooperate with us and the Group in a timely and appropriate manner in our administration of benefits. You're also under a duty to cooperate with us and the Group in the event of a lawsuit.

#### **Notice Of Information Use And Disclosure**

We may collect, use, or disclose certain information about you. This protected personal information (PPI) may include health information, or personal data such as your address, telephone number or Social Security number. We may receive this information from, or release it to, health care providers, insurance companies, or other sources.

This information is collected, used or disclosed for conducting routine business operations such as:

- Underwriting and determining your eligibility for benefits and paying claims. (Genetic information is not collected or used for underwriting or enrollment purposes.)
- · Coordinating benefits with other health care plans
- Conducting care management or quality reviews
- Fulfilling other legal obligations that are specified under the plan and our administrative service contract with the Group

This information may also be collected, used or disclosed as required or permitted by law.

To safeguard your privacy, we take care to ensure that your information remains confidential by having a company confidentiality policy and by requiring all employees to sign it.

If a disclosure of PPI isn't related to a routine business function, we remove anything that could be

used to easily identify you or we obtain your prior written authorization.

You have the right to request inspection and /or amendment of records retained by us that contain your PPI. Please contact our Customer Service department and ask a representative to mail a request form to you.

# **Notice Of Other Coverage**

As a condition of receiving benefits under this plan, you must notify us of:

- Any legal action or claim against another party for a condition or injury for which the plan provides benefits; and the name and address of that party's insurance carrier
- The name and address of any insurance carrier that provides:
  - Personal injury protection (PIP)
  - · Underinsured motorist coverage
  - Uninsured motorist coverage
  - Any other insurance under which you are or may be entitled to recover compensation
- The name of any group or individual insurance plans that cover you

#### **Notices**

Any notice we're required to submit to the Group or subscriber will be considered to be delivered if it's mailed to the Group or subscriber at the most recent address appearing on our records. We'll use the date of postmark in determining the date of our notification. If you are required to submit notice to us, it will be considered delivered 3 days after the postmark date, or if not postmarked, the date we receive it.

# **Right Of Recovery**

On behalf of the plan, we have the right to recover amounts the plan paid that exceed the amount for which the plan is liable. Such amounts may be recovered from the subscriber or any other payee, including a provider. Or, such amounts may be deducted from future benefits of the subscriber or any of his or her dependents (even if the original payment wasn't made on that member's behalf) when the future benefits would otherwise have been paid directly to the subscriber or to a provider that does not have a contract with us.

# **Right To And Payment Of Benefits**

Benefits of this plan are available only to members. Except as required by law, the plan won't honor any attempted assignment, garnishment or attachment of any right of this plan. In addition, members may not assign a payee for claims, payments or any other rights of this plan.

At our option only, we have the right to direct the benefits of this plan to:

- · The subscriber
- A provider
- · Another health insurance carrier
- The member
- Another party legally entitled under federal or state medical child support laws
- · Jointly to any of the above

Payment to any of the above satisfies the plan's obligation as to payment of benefits.

#### Venue

All suits or legal proceedings brought against us, the plan, or the Group by you or anyone claiming any right under this plan must be filed:

- Within 3 years of the date the rights or benefits claimed under this plan were denied in writing, or of the completion date of the independent review process if applicable; and
- In the state of Washington or the state where you reside or are employed.

All suits or legal or arbitration proceedings brought by the plan will be filed within the appropriate statutory period of limitation, and you agree that venue, at the plan's option, will be in King County, the state of Washington.

# SPOKANE FIRE FIGHTERS BENEFITS TRUST (SFFBT) SUMMARY PLAN DESCRIPTION

Name of Plan: Spokane Fire Fighters Benefits Trust (SFFBT)

**Plan Sponsor:** This Plan is sponsored and administered by the Board of Trustees of the Spokane Fire Fighters Benefits Trust. The name, address and telephone number for the Board of Trustees is as

follows:

Board of Trustees of the Spokane Fire Fighters Benefits Trust c/o Benefits Solutions, Inc. P.O. Box 6 Mukilteo, WA 98275 12121 Harbour Reach Dr., Suite 105 Mukilteo, WA 98275 Phone: (866) 265-5231

Fax: 866-614-6577 nwfft@bsitpa.com

**Plan Identification Number:** The employer identification number assigned to the Spokane Fire Fighters Benefits Trust is 46-1402215. The Plan number used for this Plan is 501.

**Type of Plan:** This Plan provides medical, prescription drug and vision benefits to eligible Participants and their covered spouses and dependents. These benefits are provided through a group insurance contract with Premera Blue Cross, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association.

**Type of Administration:** This Plan is administered by the Board of Trustees, with the assistance of Benefits Solutions, Inc. (a contract administrative services organization).

Agent for Service of Process: The agent for service of process is:

Les M. Coughran
Attorney at Law
McKenzie Rothwell Barlow & Coughran P.S.
1325 Fourth Ave, Suite 910
Seattle, WA 98101

In addition, each member of the Board of Trustees is also an agent for the purposes of accepting service of legal process on behalf of the Plan. The names and business addresses of the Trustees are set forth below:

Name	Organization	Business Address
Don Waller	L29 Spokane Fire Dept	911 E. Baldwin <b>Spokane</b> , WA 99207
Mike Forbes	L29 Spokane Fire Dept	911 E. Baldwin <b>Spokane</b> , WA 99207
John Goodman	L29 Spokane Fire Dept	911 E. Baldwin <b>Spokane</b> , WA 99207
Sean Golladay	L29 Spokane Fire Dept	911 E. Baldwin <b>Spokane</b> , WA 99207
Shane Skipworth	L29 Spokane Fire Dept	911 E. Baldwin <b>Spokane</b> , WA 99207

**Description of Collective Bargaining Agreements:** The Plan is maintained pursuant to one or more collective bargaining agreements. A copy of such agreements may be obtained by Participants and beneficiaries upon written request to the Trust Administrative Office.

Further, such agreements are available for examination by Participants and beneficiaries at the Trust Office, or local union offices, upon ten (10) days advance notice.

The Trust may impose a reasonable charge to cover the cost of furnishing the agreements. Participants and beneficiaries may wish to inquire about the amount of the charge before requesting copies.

**Participation, Eligibility and Benefits:** Employees of participating employers are entitled to participate in the Plan if they work in a benefits eligible job classification for a participating employer, work the required number of hours in covered employment in a month and the required contributions are made to the Trust on their behalf.

**Circumstances That May Result in Ineligibility of Denial of Benefits:** A participant who is eligible may become ineligible as a result of one or more of the following circumstances:

- The eligible Employee fails to work the required number of hours to maintain eligibility, or remain employed in a job classification that requires contributions to the Trust, or the employer fails to pay the required contributions; or
- A Participant who is eligible for benefits, may nonetheless be denied benefits as a result of several circumstances described on page 23 of the Plan booklet, in the section entitled Exclusions and beginning on page 27 entitled General Exclusions.

Furthermore, a Participant who is eligible may also be denied benefits as a result of one or more of the following circumstances:

- The failure of the Participant to file a timely claim for benefits or otherwise comply with the Plan's requirements;
- The failure of the Participant to file a complete and truthful benefit application (including enrollment forms) or comply with the terms of the Plan (including third-party reimbursement requirements);
- The failure of the Participant to incur any deductible or observe any conditions which apply to benefits under this Plan:
- The failure to make any required self-payment(s); or
- Where an eligible Dependent has other group insurance coverage, it is possible that benefits payable under this Plan may be reduced or denied due to Coordination of Benefits between the two plans. The "Coordination of Benefits" rules are set forth on page 41.

**Future of the Plan and Trust Fund:** The Executive Board of IAFF Local No. 29 has the authority to terminate the Trust. The Trust will also terminate upon expiration of all collection bargaining agreements (or other agreements) requiring contributions to the Trust. The eligibility for and benefits provided by the Trust are not vested, and are subject to modification, reduction, or termination by the Board of Trustees. In the event of termination, any and all remaining monies and assets remaining in the Trust, after the payment of expenses, will be distributed in accordance with the rules and procedures established under Code Section 501(c)(9) until such monies have been exhausted.

**Funding Medium:** The Plan is funded through employer contributions the amount of which is specified in the applicable collective bargaining agreement(s) and non-bargaining unit agreement(s) requiring payment of contributions to the Trust. Also, self-payments by Participants are permitted (e.g. for coverage as a retiree or for COBRA coverage). The amount of self-payments is set from time to time by the Board of Trustees.

Identity of Organization Providing Benefits and Maintaining Plan Assets: Employer contributions and any required Participant self-payments are received and held in Trust by the Board of Trustees. The Trust then pays a monthly premium to purchase coverage through a group insurance contract with Premera Blue Cross, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association. Premera Blue Cross provides medical, prescription drug and vision benefits to Participants pursuant to the terms of such group insurance contract.

Newborns and Mothers Health Protection Act: Group health plans and health insurance companies offering group insurance coverage generally may not, under federal law, restrict benefits for any Hospital length of stay in conjunction with childbirth for the mother and newborn child to less than 48 hours following a normal vaginal delivery or less than 96 hours following a cesarean section, or require that a provide obtain authorization from the Plan or the insurance issuer who is prescribing a length of stay not in excess of the above periods. Certificates of Health Coverage: Under the Health Insurance Portability and Accountability Act (HIPPAA) when the Participant's coverage under this Plan stops, Participants will receive a Certificate that shows his or her period of coverage under the Plan. The Participant may need to furnish this Certification of the Participant becomes eligible under another group health plan if it excludes coverage for certain medical conditions that existed before the Participant enrolled.

The Participant may also need this Certificate to buy an individual insurance policy that would otherwise exclude coverage for medical conditions before the Participant enrolled. The Participant may also request Certificates within 24 months of losing coverage under this Plan. Such requests can be made to the Trust Office or by contacted Premera Blue Cross.

Plan Year: The Plan is maintained on a calendar year basis. The Plan Year therefore begins on January 1st and ends on December 31st.

Procedures for Presenting Claims and Remedies Available for Redress of Claims that are Denied: Claims for benefits can be presented in accordance with the claim and appeal procedures described in the Insurance Carrier's Plan booklet. Appeals related to the adjudication of specific claims must be appealed through the insurance carrier's claim and appeals procedures.

Claims and appeals not covered by the appeal procedures described in the group insurance contract, including claims involving eligibility determinations made by the Trust Office, may be appealed to the Board of Trustees. Any participant or beneficiary who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trust Office or the Trustees, shall have the right to request the Trustees to conduct a hearing in the matter, provided that he makes such a request, in writing, within one hundred eighty-one (181) days after being apprised of, or learning of, the action. The Trustees shall then conduct a hearing at which the participating employee or beneficiary shall be entitled to present his position and any evidence in support thereof. The participating employee or beneficiary may be represented at any such hearing by an attorney or by any other representative of his choosing.

To allow a complete record to be developed for a reviewing court, a Participant is required to exhaust all administrative remedies under these procedures before commencing a lawsuit under Section 50

# WHAT ARE MY RIGHTS UNDER ERISA?

This plan is an employee welfare benefit plan that's subject to the Federal Employee Retirement Income Security Act of 1974 (ERISA). The employee welfare benefit plan is called the "ERISA Plan" in this section.

When used in this section, the term "ERISA Plan" refers to the Group's employee welfare benefit plan. The "ERISA Plan administrator" is the Group or an administrator named by the Group. Premera Blue Cross is **not** the ERISA plan administrator.

As participants in an employee welfare benefit plan, subscribers have certain rights and protections. This section of this plan explains those rights.

ERISA provides that all plan participants shall be entitled to:

- Examine without charge, at the ERISA Plan administrator's office and at other specified locations (such as work sites and union halls), all documents governing the ERISA Plan, including insurance contracts and collective bargaining agreements. If the ERISA Plan is required to file an annual report with the U.S. Department of Labor, plan participants shall be entitled to examine a copy of its latest annual report (Form 5500 Series) filed and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the ERISA Plan administrator, copies of documents governing the operation of the ERISA Plan, including insurance contracts and collective bargaining agreements and updated summary plan descriptions. (Please note that this booklet by itself does not meet all the requirements for a summary plan description.) If the ERISA Plan is required to file an annual report with the U.S. Department of Labor, plan participants shall be entitled to obtain copies of the latest annual report (Form 5500 Series). The administrator may make a reasonable charge for the copies.
- Receive a summary of the ERISA Plan's annual financial report, if ERISA requires the ERISA Plan to file an annual report. The ERISA Plan administrator for such plans is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there's a loss of coverage under the plan as a result of a qualifying event.

You or your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

In addition to creating rights for plan participants. ERISA imposes duties upon the people who are responsible for the operation of the employee welfare benefit plan. The people who operate your ERISA Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. (The Group has delegated to us the discretionary authority to determine eligibility for benefits and to construe the terms used in the plan to the extent stated in our administrative services contract with the Group). No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the ERISA Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the ERISA Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the ERISA Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that ERISA Plan fiduciaries misuse the ERISA Plan's money, or if you're discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you're successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Please Note**: Under ERISA, the ERISA Plan administrator is responsible for furnishing each participant and beneficiary with a copy of the summary plan description.

If you have any questions about your employee welfare benefit plan, you should contact the ERISA Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the ERISA Plan administrator, you should contact either the:

- Office of the Employee Benefits Security Administration, U.S. Department of Labor, 300 Fifth Ave., Suite 1110, Seattle, WA 98104; or
- Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S.
   Department of Labor, 200 Constitution Ave. N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

# **DEFINITIONS**

The terms listed throughout this section have specific meanings under this plan.

#### **Affordable Care Act**

The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

# **Allowable Charge**

This plan provides benefits based on the allowable charge for covered services. We reserve the right to determine the amount allowed for any given service or supply unless otherwise specified in the Group's administrative services agreement with us. The allowable charge is described below. There are different rules for dialysis due to end-stage renal disease and for emergency services. These rules are shown below the general rules.

#### **General Rules**

# Providers In Washington and Alaska Who Have Agreements With Us

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between us and the provider. These providers agree to seek payment from us when they furnish covered services to you. You'll be responsible only for any applicable calendar year deductibles, copays, coinsurance, charges in excess of the stated

benefit maximums and charges for services and supplies not covered under this plan.

Your liability for any applicable calendar year deductibles, coinsurance, copays and amounts applied toward benefit maximums will be calculated on the basis of the allowable charge.

# Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees

For covered services and supplies received outside the service area, allowable charges are determined as stated in the "What Do I Do If I'm Outside Washington And Alaska?" section ("Out-Of-Area Care") in this booklet.

## Providers Who Don't Have Agreements With Us Or Another Blue Cross Blue Shield Licensee

The allowable charge for providers in the service area that don't have a contract with us is the least of the three amounts shown below. The allowable charge for providers in providers outside the service area that don't have a contract with us or the local Blue Cross and/or Blue Shield Licensee is also the least of the three amounts shown below.

- An amount that is no less than the lowest amount we pay for the same or similar service from a comparable provider that has a contracting agreement with us
- 125% of the fee schedule determined by the Centers for Medicare and Medicaid Services (Medicare), if available
- The provider's billed charges

There is one exception: The allowable charge is the provider's billed charge for emergency care by an ambulance that does not have a contract with us or the local Blue Cross Blue Shield Licensee. If applicable law requires a different allowable charge than the least of the three amounts above, this plan will comply with that law.

# **Dialysis Due To End Stage Renal Disease**

 Providers Who Have Agreements With Us Or Other Blue Cross Blue Shield Licensees

The allowable charge is the amount explained above in this definition.

 Providers Who Don't Have Agreements With Us Or Another Blue Cross Blue Shield Licensee

The amount the plan pays for dialysis during Medicare's waiting period will be no less than a comparable provider that has a contracting agreement with us or another Blue Cross Blue Shield Licensee and no more than 90% of billed charges.

The amount the plan pays for dialysis after Medicare's waiting period is 125% of the Medicare-approved amount, even when a member who is eligible for Medicare does not enroll in Medicare.

See the "Dialysis" benefit for more details.

# **Emergency Care**

Consistent with the requirements of the Affordable Care Act, the allowable charge will be the greatest of the following amounts:

- The median amount that Heritage Prime network providers have agreed to accept for the same services
- The amount Medicare would allow for the same services
- The amount calculated by the same method the plan uses to determine payment to non-network providers

In addition to your deductible, copays and coinsurance, you will be responsible for charges received from non-network providers above the allowable charge.

When you receive services from providers that **don't** have agreements with us or the local Blue Cross and/or Blue Shield Licensee, your liability is for any amount above the allowable charge, and for your normal share of the allowable charge (see the "What Are My Benefits?" section for further detail).

If you have questions about this information, please call us at the number listed on your Premera Blue Cross ID card.

# **Ambulatory Surgical Center**

A facility that's licensed or certified as required by the state it operates in and that meets all of the following:

- · It has an organized staff of physicians
- It has permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures
- It doesn't provide inpatient services or accommodations

# Calendar Year

The period of 12 consecutive months that starts each January 1 at 12:01 a.m. and ends on the next December 31 at midnight.

# **Chemical Dependency**

An illness characterized by physiological or psychological dependency, or both, on a controlled substance regulated under Chapter 69.50 RCW and/or alcoholic beverages. It's further characterized by a frequent or intense pattern of pathological use to the extent:

- The user exhibits a loss of self-control over the amount and circumstances of use
- The user develops symptoms of tolerance, or psychological and/or physiological withdrawal if use of the controlled substance or alcoholic beverage is reduced or discontinued
- The user's health is substantially impaired or endangered, or his or her social or economic function is substantially disrupted

# **Community Mental Health Agency**

An agency that's licensed as such by the state of Washington to provide mental health treatment under the supervision of a physician or psychologist.

# **Complication Of Pregnancy**

A condition which falls into one of the 3 categories listed below that requires covered, medically necessary services which are provided in addition to, and greater than, those usually provided for antepartum care, normal or cesarean delivery, and postpartum care, in order to treat the condition.

- Diseases of the mother which are not caused by pregnancy, but which coexist with and are adversely affected by pregnancy
- Maternal conditions caused by the pregnancy which make its treatment more difficult. These conditions are limited to:
  - Ectopic pregnancy
  - Hydatidiform mole/molar pregnancy
  - · Incompetent cervix requiring treatment
  - Complications of administration of anesthesia or sedation during labor or delivery
  - Obstetrical trauma uterine rupture before onset or during labor
  - Ante- or postpartum hemorrhage requiring medical/surgical treatment
  - Placental conditions which require surgical intervention
  - Preterm labor and monitoring
  - Toxemia
  - · Gestational diabetes
  - · Hyperemesis gravidarum
  - Spontaneous miscarriage or missed abortion

Fetal conditions requiring in utero surgical intervention

# **Congenital Anomaly Of A Dependent Child**

A marked difference from the normal structure of an infant's body part, that's present from birth and manifests during infancy.

#### **Cost-Share**

The member's share of the allowable charge for covered services. Deductibles, copays, and coinsurance are all types of cost-shares. See "What Are My Benefits" to find out what your cost-share is.

#### **Custodial Care**

Any portion of a service, procedure or supply that is provided primarily:

- For ongoing maintenance of the member's health and not for its therapeutic value in the treatment of an illness or injury
- To assist the member in meeting the activities of daily living. Examples are help in walking, bathing, dressing, eating, preparation of special diets, and supervision over self-administration of medication not requiring constant attention of trained medical personnel

#### **Detoxification**

Detoxification is active medical management of medical conditions due to substance intoxication or substance withdrawal, which requires repeated physical examination appropriate to the substance, and use of medication. Observation alone is not active medical management.

#### **Effective Date**

The date when your coverage under this plan begins. If you re-enroll in this plan after a lapse in coverage, the date that the coverage begins again will be your effective date.

#### **Eligibility Waiting Period**

The length of time that must pass before an employee or dependent is eligible to be covered under the Group's health care plan. If an employee or dependent enrolls under the "Special Enrollment" provisions of this plan or enrolls on a date other than when first eligible to enroll, any period prior to such enrollment isn't considered an eligibility waiting period, unless all or part of the initial eligibility waiting period had not been met.

# **Emergency Care**

 A medical screening examination to evaluate a medical emergency that is within the capability of the emergency department of a hospital, including

- ancillary service routinely available to the emergency department.
- Further medical examination and treatment to stabilize the member to the extent the services are within the capabilities of the hospital staff and facilities or, if necessary, to make an appropriate transfer to another medical facility. "Stabilize" means to provide such medical treatment of the medical emergency as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the member from a medical facility.
- Ambulance transport as needed in support of the services above.

#### **Essential Health Benefits**

Benefits defined by the Secretary of Health and Human Services that shall include at least the following general categories: ambulatory patient services, emergency care, hospitalization, maternity and newborn care, mental health and chemical dependency services, including behavioral health treatment, prescription drugs, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management and pediatric services. including oral and vision care. The designation of benefits as essential shall be consistent with the requirements and limitations set forth under the Affordable Care Act and applicable regulations as determined by the Secretary of Health and Human Services.

### **Experimental/Investigational Services**

Experimental or investigational services include a treatment, procedure, equipment, drug, drug usage, medical device or supply that meets one or more of the following criteria:

- A drug or device that can't be lawfully marketed without the approval of the U.S. Food and Drug Administration, and hasn't been granted such approval on the date the service is provided
- The service is subject to oversight by an Institutional Review Board
- No reliable evidence demonstrates that the service is effective, in clinical diagnosis, evaluation, management or treatment of the condition
- The service is the subject of ongoing clinical trials to determine its maximum tolerated dose, toxicity, safety or efficacy.
- Evaluation of reliable evidence indicates that additional research is necessary before the

service can be classified as equally or more effective than conventional therapies

Reliable evidence includes but is not limited to reports and articles published in authoritative peer reviewed medical and scientific literature, and assessments and coverage recommendations published by the Blue Cross Blue Shield Association Technical Evaluation Center (TEC).

#### Group

The entity that sponsors this self-funded plan.

# **Hospital**

A facility legally operating as a hospital in the state in which it operates and that meets the following requirements:

- It has facilities for the inpatient diagnosis, treatment, and acute care of injured and ill persons by or under the supervision of a staff of physicians
- It continuously provides 24-hour nursing services by or under the supervision of registered nurses

A "hospital" will never be an institution that's run mainly:

- As a rest, nursing or convalescent home; residential treatment center; or health resort
- To provide hospice care for terminally ill patients
- For the care of the elderly
- For the treatment of chemical dependency or tuberculosis

#### Illness

A sickness, disease, medical condition or pregnancy.

# Injury

Physical harm caused by a sudden event at a specific time and place. It's independent of illness, except for infection of a cut or wound.

# Inpatient

Confined in a medical facility as an overnight bed patient.

# **Medical Emergency**

A medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate attention to result in 1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious

jeopardy; 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ or part.

Examples of a medical emergency are severe pain, suspected heart attacks and fractures. Examples of a non-medical emergency are minor cuts and scrapes.

#### **Medical Equipment**

Mechanical equipment that can stand repeated use and is used in connection with the direct treatment of an illness or injury. It's of no use in the absence of illness or injury.

# Medical Facility (also called "Facility")

A hospital, skilled nursing facility, state-approved chemical dependency treatment program or hospice.

# **Medically Necessary**

Those covered services and supplies that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

## Member (also called "You" and "Your")

A person covered under this plan as a subscriber or dependent.

# **Network Provider**

A provider that is in one of the networks stated in the "How Does Selecting A Provider Affect My Benefits?" section.

#### **Non-Network Provider**

A provider that is not in one of the provider networks stated in the "How Does Selecting A Provider Affect My Benefits?" section.

#### **Obstetrical Care**

Care furnished during pregnancy (antepartum, delivery and postpartum) or any condition arising from pregnancy, except for complications of pregnancy. This includes the time during pregnancy and within 45 days following delivery.

Abortion is included as part of obstetrical care.

#### Orthodontia

The branch of dentistry which specializes in the correction of tooth arrangement problems, including poor relationships between the upper and lower teeth (malocclusion).

#### Orthotic

A support or brace applied to an existing portion of the body for weak or ineffective joints or muscles, to aid, restore or improve function.

### **Outpatient**

Treatment received in a setting other than an inpatient in a medical facility.

# Participating Pharmacy (Participating Retail/Participating Mail-Order Pharmacy)

A licensed pharmacy which contracts with us or our Pharmacy Benefits Administrator to provide prescription drug benefits.

## **Pharmacy Benefits Administrator**

An entity that contracts with us to administer prescription drug benefits under this plan.

#### **Physician**

A state-licensed:

- Doctor of Medicine and Surgery (M.D.)
- Doctor of Osteopathy (D.O.)

In addition, professional services provided by one of the following types of providers will be covered under this plan, but only when the provider is providing a service within the scope of his or her state license; providing a service or supply for which benefits are specified in this plan; and providing a service for which benefits would be payable if the service were provided by a physician as defined above:

- Chiropractor (D.C.)
- Dentist (D.D.S. or D.M.D.)

- Optometrist (O.D.)
- Podiatrist (D.P.M.)
- Psychologist (Ph.D.)
- Nurse (R.N.) licensed in Washington state

# Plan (also called "This Plan")

The Group's self-funded plan described in this booklet.

# **Prescription Drug**

Any medical substance, including biological products, the label of which, under the Federal Food, Drug and Cosmetic Act, as amended, is required to bear the legend: "Caution: Federal law prohibits dispensing without a prescription."

Benefits available under this plan will be provided for "off-label" use, including administration, of prescription drugs for treatment of a covered condition when use of the drug is recognized as effective for treatment of such condition by:

- One of the following standard reference compendia:
  - The American Hospital Formulary Service-Drug Information
  - The American Medical Association Drug Evaluation
  - The United States Pharmacopoeia-Drug Information
  - Other authoritative compendia as identified from time to time by the Federal Secretary of Health and Human Services or the Insurance Commissioner
- If not recognized by one of the standard reference compendia cited above, then recognized by the majority of relevant, peer-reviewed medical literature (original manuscripts of scientific studies published in medical or scientific journals after critical review for scientific accuracy, validity and reliability by independent, unbiased experts)
- The Federal Secretary of Health and Human Services

"Off-label use" means the prescribed use of a drug that's other than that stated in its FDA-approved labeling.

Benefits aren't available for any drug when the U.S. Food and Drug Administration (FDA) has determined its use to be contra-indicated, or for experimental or investigational drugs not otherwise approved for any indication by the FDA.

#### **Provider**

A health care practitioner or facility that is in a licensed or certified provider category regulated by the state in which the practitioner or facility provides care, and that practices within the scope of such licensure or certification. Also included is an employee or agent of such practitioner or facility, acting in the course of and within the scope of his or her employment.

Health care facilities that are owned and operated by an agency of the U.S. government are included as required by federal law. Health care facilities owned by the political subdivision or instrumentality of a state are also covered.

Board Certified Behavior Analysts (BCBAs) will be considered health care providers for the purposes of providing applied behavior analysis (ABA) therapy. as long as both of the following are true: 1) They're licensed when required by the State in which they practice, or, if the State does not license behavior analysts, are certified as such by the Behavior Analyst Certification Board, and 2) The services they furnish are consistent with state law and the scope of their license or board certification. Therapy assistants/behavioral technicians/paraprofessionals that do not meet the requirements above will also be covered providers under this plan when they provide ABA therapy and their services are supervised and billed by a BCBA or one of the following statelicensed provider types: psychiatrist, developmental pediatrician, pediatric neurologist, psychiatric nurse practitioner, advanced nurse practitioner, advanced registered nurse practitioner, occupational or speech therapist, psychologist, community mental health agency that is also state-certified to provide ABA therapy.

## **Psychiatric Condition**

A condition listed in the current edition of the **Diagnostic and Statistical Manual of Mental Disorders (DSM)** published by the American Psychiatric Association, excluding diagnoses and treatments for substance abuse.

#### **Service Area**

The states of Washington (except Clark County) and Alaska

#### **Skilled Care**

Care that's ordered by a physician and requires the medical knowledge and technical training of a licensed registered nurse.

## **Skilled Nursing Facility**

A medical facility providing services that require the direction of a physician and nursing supervised by a registered nurse, and that's approved by Medicare or would qualify for Medicare approval if so requested.

#### Subscriber

An enrolled employee of the Group. Coverage under this plan is established in the subscriber's name.

# **Subscription Charges**

The monthly rates to be paid by the member that are set by the Group as a condition of the member's coverage under the plan.

## Temporomandibular Joint (TMJ) Disorders

TMJ disorders shall include those disorders which have one or more of the following characteristics: pain in the musculature associated with the temporomandibular joint, internal derangements of the temporomandibular joint, arthritic problems with the temporomandibular joint, or an abnormal range of motion or limitation of motion of the temporomandibular joint.

# We, Us and Our

Means Premera Blue Cross.

# Where To Send Claims

### MAIL YOUR CLAIMS TO

Premera Blue Cross P.O. Box 91059 Seattle, WA 98111-9159

#### PRESCRIPTION DRUG CLAIMS

**Mail Your Prescription Drug Claims To** 

Express Scripts P.O. Box 747000 Cincinnati, OH 45274-7000 Contact the Pharmacy Benefit Administrator At

1-800-391-9701

www.express-scripts.com

# **Customer Service**

**Mailing Address** 

Premera Blue Cross P.O. Box 91059 Seattle, WA 98111-9159

**Physical Address** 

7001 220th St. S.W.

Mountlake Terrace, WA 98043-2124

**Phone Numbers** 

Local and toll-free number:

1-800-722-1471

Local and toll-free TTY number:

1-800-842-5357

# **Care Management**

**Prior Authorization And Emergency Notification** 

Premera Blue Cross Local and toll-free number:

P.O. Box 91059 1-800-722-1471 Seattle, WA 98111-9159 Fax: 1-800-843-1114

# **Telehealth**

You can get telehealth care from Teladoc. Log onto your account at member.teladoc.com/premera or call 1-855-332-4059.

# **Complaints And Appeals**

Premera Blue Cross

Attn: Appeals Coordinator

P.O. Box 91102

Seattle, WA 98111-9202 Fax: (425) 918-5592

# **BlueCard**

# Website

1-800-810-BLUE(2583)

Visit our website www.premera.com for information and secure online access to claims information

Premera Blue Cross is an Independent Licensee of the Blue Cross Blue Shield Association