



**Comprehensive Medical Benefit Plan**  
**For The Employees of**  
**Calcasieu Parish School Board**

Administered by



5525 Reitz Avenue • Baton Rouge, Louisiana • 70809-3802  
[www.bcbsla.com](http://www.bcbsla.com)





## CALCASIEU PARISH SCHOOL BOARD HIGH OPTION PPO BENEFIT PLAN

### NOTICES

Healthcare services may be provided to You at a Network healthcare facility by facility-based physicians who are not in Your health plan's Network. You may be responsible for payment of all or part of the fees for those Non-Network services, in addition to applicable amounts due for Copayments, Coinsurance, Deductibles and Non-Covered Services.

Specific information about Network and Non-Network facility-based Physicians can be found at [www.bcbsla.com](http://www.bcbsla.com) or by calling the customer service telephone number on the back of Your identification (ID) card.

Your share of the payment for healthcare services may be based on the agreement between Your health plan and Your Provider. Under certain circumstances, this agreement may allow the Non-Network Provider to bill You for amounts up to the Non-Network Provider's regular billed charges.

The Claims Administrator bases the payment of Benefits for the Plan Participant's covered services on an amount known as the Allowable Charge. The Allowable Charge depends on the specific Provider from whom you receive Covered Services.

Utilization Management decision-making is based only on appropriateness of care and service and existence of coverage. Claims Administrator does not specifically reward practitioners or other individuals for issuing denials of coverage. Financial incentives for Utilization Management decision makers do not encourage decisions that result in underutilization.

Breast reconstruction is covered for a Plan Participant who due to breast cancer obtains a partial mastectomy or a full unilateral or bilateral mastectomy as selected by the Plan Participant in consultation with the attending Physician(s). The services under this Benefit are subject to any Copayment Amounts, Deductible Amount and Coinsurance percentages.

Certain breast cancer survivors are eligible to receive annual preventive cancer screenings as part of the long-term survivorship care. Plan Participants eligible for screenings are those who:

- A. Were previously diagnosed with breast cancer;
- B. Completed treatment for breast cancer;
- C. Underwent bilateral mastectomy; and
- D. Were subsequently determined to be clear of cancer.

These covered screenings include but are not limited to magnetic resonance imaging, ultrasound, or some combination of tests, as determined in consultation with the attending Physician and the Plan Participant. Annual preventive cancer screenings under this Benefit will be subject to any Copayment Amount, Deductible Amount and Coinsurance Percentage.

Note that Federal Law Prohibits a Non-Network Provider from balance billing a Plan Participant for Non-Emergency Medical Services performed at a Network facility unless the Provider issued the required written notice to a Plan Participant and has obtained the Plan Participant's consent to provide such services.

Blue Cross and Blue Shield of Louisiana is an independent licensee of the Blue Cross and Blue Shield Association and is incorporated as Louisiana Health Service & Indemnity Company.

## NOTICES (Cont.)

Important information regarding this Plan will be sent to the mailing address provided for a Plan Participant on their Employee Enrollment / Change Form.

### NOTICE AND DISCLOSURE OF PRESCRIPTION DRUG FORMULARY

This Benefit Plan covers Prescription Drugs and uses a closed Prescription Drug Formulary. A Prescription Drug Formulary is a list of Prescription Drugs covered under this Benefit Plan. Within the prescription Drug Formulary, drugs are placed on different tiers which represent varying cost share amounts. In general, Prescription Drugs on lower tiers will cost the Plan Participant less than drugs on higher tiers.

Information about the formulary is available to Plan Participants in several ways. Most Plan Participants receive information accessing the pharmacy section of the Claims Administrator's website, [www.bcbsla.com/pharmacy](http://www.bcbsla.com/pharmacy).

Plan Participants may also contact the Claims Administrator at the telephone number on their ID card to ask whether a specific drug is included in the formulary. If a Prescription Drug is on the Prescription Drug Formulary, this does not guarantee that the Plan Participant's prescribing healthcare Provider will prescribe the drug for a particular medical condition or Mental Illness.

A closed formulary means that selected Brand-Name Drugs, Generic Drugs, and Specialty Drugs when listed on the formulary are covered. Drugs that are not listed on the closed formulary, also called non-formulary drugs, are not covered.

For Prescription Drugs that are not included in the Prescription Drug Formulary, there is a drug review process. This process allows the Plan Participant's prescribing healthcare Provider to ask for a drug review from the Claims Administrator. This request must be based on Medical Necessity. If the request is approved, the Plan Participant will receive coverage for the drug that is not on the Prescription Drug Formulary. If the drug review request is not approved, the Plan Participant may file an internal or external drug review request to the Claims Administrator.

### NOTICE OF CONTINUATION OF PRESCRIPTION DRUG COVERAGE

Plan Participants have the right to continue the coverage of any Prescription Drug that was approved or covered by the Claims Administrator for a medical condition or Mental Illness, at the contracted Benefit level until the renewal of the Plan Participant's current Plan regardless of whether the drug has been removed from their formulary. The Plan Participant's physician or other authorized prescriber may prescribe a drug that is an alternative to a drug for which continuation of coverage is required if the alternative drug is covered under the Plan and is medically appropriate for the Plan Participant.



I. Steven Udvarhelyi, M.D.  
President and Chief Executive Officer  
Louisiana Health Service & Indemnity Company

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## **ARTICLE I. UNDERSTANDING THE BASICS OF YOUR COVERAGE**

The Group is the Plan Sponsor of this Benefit Plan. Blue Cross and Blue Shield of Louisiana provides administrative Claims services only and does not assume any financial risk or obligation with respect to Claims liability.

The Group agrees to provide the Benefits specified herein for Plan Participants of the Group and their enrolled Dependents. This Benefit Plan replaces any others previously issued to Plan Participants on the Benefit Plan Date or the amended Benefit Plan Date. This Benefit Plan describes Your Benefits, as well as Your rights and responsibilities under the Plan. You are encouraged to read this Benefit Plan carefully.

You should call the Claim's Administrator's customer service number on the back of Your ID card if You have questions about Your coverage, or any limits to the coverage available to You. Many of the sections of this Benefit Plan are related to other sections of this Plan. You may not have all of the information You need by reading just one section. Please be aware that Your Physician does not have a copy of Your Benefit Plan, and is not responsible for knowing or communicating Your Benefits to You.

Except for necessary technical terms, common words are used to describe the Benefits provided under this Benefit Plan. "We," "Us" and "Our" means BLUE CROSS AND BLUE SHIELD OF LOUISIANA. "You," "Your," and "Yourself" means the Plan Participant and/or enrolled Dependent. Capitalized words are defined terms in the Definitions Article of this Benefit Plan. A word used in the masculine gender applies also in the feminine gender, except where otherwise stated.

### **A. Facts About This Preferred Provider Organization (PPO)**

This Benefit Plan describes Preferred Provider Organization (PPO) coverage. Plan Participants have an extensive Provider Network available to them – Blue Cross and Blue Shield of Louisiana's Preferred Care (PCare) PPO Network (hereafter "Preferred Network"). Plan Participants can also get care from Providers who are not in this Network, but Benefits will be paid at a lower level of Benefits.

Plan Participants who get care from Providers in their Network will pay the least for their care and get the most value from this Benefit Plan.

Most Benefits are subject to the Plan Participant's payment of a Deductible as stated in the Schedule of Benefits. After payment of applicable Deductibles, Benefits are subject to two (2) Coinsurance levels (for example: 85/15, 55/45). The Plan Participant's choice of a Provider determines what Coinsurance level applies to the service provided. The Plan will pay the highest Coinsurance level for Medically Necessary services when a Plan Participant obtains care from a Preferred Network Provider. The Plan will pay the lower Coinsurance level when a Plan Participant obtains Medically Necessary services from a Provider who is not in the Preferred Network.

### **B. Claims Administrator's Preferred Provider Network**

Plan Participants choose which Providers will render their care. This choice will determine the amount the Plan pays and the amount the Plan Participant pays for Covered Services.

The Preferred Network consists of a select group of Physicians, Hospitals and other Allied Health Professionals who have contracted with the Claims Administrator to participate in the Blue Cross and Blue Shield of Louisiana Preferred Care PPO Network and render services to the Plan Participants. These Providers are called "Preferred Providers" or Network Providers. Oral Surgery Benefits are also available when rendered by Providers in the United Concordia Dental Network (Advantage Plus) or Blue Cross and Blue Shield of Louisiana's dental network.

To obtain the highest level of Benefits available, the Plan Participant should always verify that a Provider is a current Blue Cross and Blue Shield of Louisiana Preferred Provider before the service is rendered. Plan Participants may review a current paper Provider directory, check on-line at [www.bcbsla.com](http://www.bcbsla.com), or contact the Claims Administrator's customer service department at the number listed on their ID card.

A Provider's status may change from time to time. Plan Participants should always verify the Network status of a Provider before obtaining services.

A Provider may be contracted with the Claims Administrator when providing services at one location, and may be considered Out-of-Network when rendering services from another location. The Plan Participant should make sure to check his Provider directory to verify that the services are In-Network from the location where he is seeking care.

Additionally, Providers in Your network may be contracted to perform certain Covered Services, but may not be contracted in Your network to perform other Covered Services. When a Network Provider performs services that the Network Provider is not contracted with the Claims Administrator to perform (such as certain High-Tech Imaging or radiology procedures), Claims for those services will be adjudicated at the Non-Network Benefit level. The Plan Participant should make sure to check his Provider directory to verify that the services are In-Network when performed by the Provider or at the Provider's location.

### **C. Receiving Care Outside the Preferred Network**

The Preferred Network is an extensive network and should meet the needs of most Plan Participants. However, Plan Participants choose which Providers will render their care, and Plan Participants may obtain care from Providers who are not in the Preferred Network.

The Plan pays a lower level of Benefits when a Plan Participant uses a Provider outside the Preferred Network. Benefits may be based on a lower Allowable Charge, and/or a penalty may apply. Care obtained outside the Claims Administrator's network means the Plan Participant has higher Out-of-Pocket costs and pays a higher Deductible, and/or Coinsurance percentages than if he had stayed In-Network. THESE ADDITIONAL COSTS MAY BE SIGNIFICANT. In addition, the Plan only pays a portion of those charges and it is the Plan Participant's responsibility to pay the remainder. The amount the Plan Participant is required to pay, which could be significant, does not apply to the Out-of-Pocket Maximum.

It is recommended that the Plan Participant ask Non-Network Providers to explain their billed charges, before care is received outside the Network. Prior to obtaining care outside of the Network, You should review the section titled "Sample Illustration of Plan Participant Costs When Using a Non-Participating Hospital".

### **D. Obtaining Emergency and Non-Emergency Care Outside Louisiana and Around the World**

Plan Participants have access to Emergency and Non-Emergency care outside Louisiana and around the world. The Plan Participant's ID card offers convenient access to Covered Services through Blue Cross and Blue Shield Providers throughout the United States and in more than 200 countries worldwide.

#### **In the United States:**

Plan Participants receive In-Network Benefits when Emergency and Non-Emergency Covered Services are provided by PPO Providers in other states. If Plan Participants do not go to a PPO Provider, Out-of-Network Benefits will apply. Covered Emergency Services performed in the Emergency Department of a Hospital are paid In-Network.

#### **Outside the United States:**

Plan Participants receive In-Network Benefits when covered Emergency and Non-Emergency Services are provided by a Blue Cross Blue Shield Global® Core Provider across the world. If Plan Participants do not go to a Blue Cross Blue Shield Global® Core Provider, Out-of-Network Benefits will apply. Covered Emergency Services performed in the Emergency Department of a Hospital are paid In-Network.

1. In an Emergency, go directly to the nearest Hospital.
2. Call BlueCard® Access at 1-800-810-BLUE (2583) for information on the nearest PPO doctors and Hospitals (for care within the United States), or for information on Blue Cross Blue Shield Global® Core doctors and Hospitals (for care outside the United States). Provider information is also available at [www.bcbs.com](http://www.bcbs.com).

3. Use a designated PPO Provider or Blue Cross Blue Shield Global® Core Provider to receive the highest level of Benefits.
4. Present a Plan Participant ID card to the doctor or Hospital, who will verify coverage and file Claims for the Plan Participant.
5. The Plan Participant must obtain any required Authorizations from the Claims Administrator.

#### **E. Authorizations**

Some services and supplies require Authorization from the Claims Administrator before services are obtained. Your Schedule of Benefits lists the services, supplies, and Prescription Drugs that require this advance Authorization. See the Care Management Article of this Benefit Plan for additional information regarding Authorization requirements.

No payment will be made for Organ, Tissue and Bone Marrow Transplant Benefits or evaluations unless the Plan Authorizes these services and the services are rendered by a Blue Distinction Center for Transplants (BDCT) for the specific organ or transplant or a transplant facility in the Blue Cross and Blue Shield of Louisiana Preferred Provider Network, unless otherwise approved by the Plan in writing. To locate an approved transplant facility, Plan Participants should contact the Claims Administrator's customer service department at the number listed on their ID card.

#### **F. How the Plan Determines What is Paid for Covered Services**

##### **1. When a Plan Participant Uses Preferred Providers**

Preferred Providers are Providers who have signed contracts with the Claims Administrator or another Blue Cross and Blue Shield plan to participate in the Preferred Network. These Providers have agreed to accept the lesser of billed charges or an amount negotiated as payment in full for Covered Services provided to Plan Participants. This amount is the Preferred Provider's Allowable Charge. If the Plan Participant uses a Preferred Provider, this Allowable Charge is used to determine the Plan's payment for the Plan Participant's Medically Necessary Covered Services and the amount that the Plan Participant must pay for his Covered Services.

##### **2. When a Plan Participant Uses Participating Providers**

Participating Providers are Providers who have signed contracts with the Claims Administrator or another Blue Cross and Blue Shield plan for other than the Preferred Network. These Providers have agreed to accept the lesser of billed charges or the negotiated amount as payment in full for Covered Services provided to the Plan Participant. This amount is the Participating Provider's Allowable Charge. When a Plan Participant uses a Participating Provider, this Allowable Charge is used to determine the amount the Plan pays for Medically Necessary Covered Services and the amount the Plan Participant pays.

The Plan Participant has the right to file an Appeal with the Claims Administrator for consideration of a higher level of Benefits if the Plan Participant received Covered Services from a Participating Provider who was the only Provider available to deliver the Covered Service within a seventy five (75) mile radius of the Plan Participant's home. To file an Appeal, the Plan Participant must follow the Appeal procedures in this Benefit Plan.

##### **3. When a Plan Participant Uses Non-Participating Providers**

Non-Participating Providers are Providers who have not signed any contract with the Claims Administrator or any other Blue Cross and Blue Shield plan to participate in any Blue Cross and Blue Shield Network. These Providers are not in the Claims Administrator's Networks. The Claims Administrator has no fee arrangements with them. The Claims Administrator establishes an Allowable Charge for Covered Services provided by Non-Participating Providers.

The Allowable Charge will be one of the following as determined by Us:

- a. An Amount the Claims Administrator establishes based on Medicare's published fee schedule, what Medicare pays, or what Medicare allows for the service;
- b. An Amount the Claims Administrator establishes as the Allowable Charge; or
- c. The Provider's billed charge. Plan Participants will receive a lower level of Benefit when they do not go to a Preferred Provider

The Plan Participant may pay significant costs when he uses a Non-Participating Provider. This is because the amount that some Providers charge for a Covered Service may be higher than the established Allowable Charge. Also, Preferred Network and Participating Providers waive the difference between their actual billed charge and their Allowable Charge, while Non-Participating Providers will not.

The Plan Participant has the right to file an Appeal with the Claims Administrator for consideration of a higher level of Benefits if the Plan Participant received Covered Services from a Non-Participating Provider who was the only Provider available to deliver the Covered Service within a seventy-five (75) mile radius of the Plan Participant's home. To file an Appeal, the Plan Participant must follow the Appeal procedures set forth in this Benefit Plan.

Note that federal law prohibits a Non-Network Provider from balance billing a Plan Participant for Non-Emergency Medical Services performed at a Network facility unless the Provider issued the required written notice to the Plan Participant and obtained the Plan Participant's consent to provide such services.

#### **G. Sample Illustration of Plan Participant Costs When Using a Non-Participating Hospital**

NOTE: The following example is for illustration purposes only and may not be a true reflection of the Plan Participant's actual Deductible and Coinsurance amounts. Please refer to the Schedule of Benefits to determine Benefits.

EXAMPLE: A Plan Participant has a PPO plan with a \$750 Deductible Amount. The Plan Participant has 85/15 Coinsurance when he receives Covered Services from Hospitals in the Preferred Network and 55/45 Coinsurance when he receives Covered Services from Hospitals that are not in the Preferred Network. Assume the Plan Participant goes to the Hospital, has previously met his Deductible, and has obtained the necessary Authorizations prior to receiving a non-emergency service. The Provider's billed charge for the Covered Services is \$12,000. The Claims Administrator negotiated an Allowable Charge of \$2,500 with its Preferred Network Hospitals to render this service. There is no negotiated rate with the Non-Participating Hospital.

The Plan Participant receives Covered Services from:	Preferred Network Provider Hospital	Non-Participating Provider Hospital
<b>Provider's Bill:</b>	\$12,000	\$12,000
<b>Allowable Charge:</b>	\$2,500	\$2,500
<b>The Plan pays:</b>	\$2,125 \$2,500 Allowable Charge x 85% Coinsurance = \$2,000	\$1,375 \$2,500 Allowable Charge x 55% Coinsurance = \$1,500
<b>Plan Participant pays:</b>	\$375 15% Coinsurance x \$2500 Allowable Charge = \$500	\$1,125 \$2,500 Allowable Charge x 45% Coinsurance = \$1000
<b>Is Plan Participant billed up to the Provider's billed charge?</b>	NO	YES - \$9,500 for a total of:
<b>Total Plan Participant Pays</b>	\$500	\$10,625

#### H. When a Plan Participant Purchases Covered Prescription Drugs

Some pharmacies have contracted with the Claims Administrator or with its Pharmacy Benefit Manager to accept a negotiated amount as payment in full for the covered Prescription Drugs that they dispense. These pharmacies are "Participating Pharmacies." The Allowable Charge for covered Prescription Drugs purchased from Participating Pharmacies may be based on the amount Claims Administrator pays its Pharmacy Benefit Manager or the amount Claims Administrator negotiates with the Plan. Those applicable amounts are used by the Claims Administrator to base the Plan's payment for a Plan Participant's covered Prescription Drugs and the amount that the Plan Participant must pay for covered Prescription Drugs.

When a Plan Participant purchases covered Prescription Drugs from a pharmacy that has not contracted with the Claims Administrator or with its Pharmacy Benefit Manager or the Plan Participant has filed a paper Claim with the Claims Administrator or its Pharmacy Benefit Manager, the Allowable Charge is the amount the Claims Administrator pays its Pharmacy Benefit Manager or the amount the Claims Administrator negotiates with the Plan.

To obtain contact information for the contracted specialty pharmacy, the Plan Participant should contact the Claims Administrator or the Claims Administrator's Pharmacy Benefit Manager at the telephone number indicated on their ID card.

#### I. When a Plan Participant Receives Mental Health or Substance Use Disorder Benefits

The Claims Administrator has contracted with an outside company to perform certain administrative services related to Mental Health and substance use disorder Benefits for Plan Participants. For help with these Benefits, the Plan Participant should refer to his Schedule of Benefits, his ID card, or call the Claims Administrator's customer service department.

## **J. Assignment of Benefits**

A Plan Participant's rights and Benefits under this Plan are personal to him and may not be assigned in whole or in part by the Plan Participant. The Claims Administrator will recognize assignments of Benefits to Hospitals if both this Plan and the Provider are subject to La. R.S. 40:2010. If both this Plan and the Provider are not subject to La. R.S. 40:2010, the Claims Administrator will not recognize assignments or attempted assignments of Benefits. Nothing contained in the written description of health coverage shall be construed to make the Plan or the Claims Administrator liable to any third party to whom a Plan Participant may be liable to for the cost of medical care, treatment, or services.

The Plan reserves the right to pay Preferred Network and Participating Providers directly instead of paying the Plan Participant.

## **K. Plan Participant Incentives and Value-Added Services**

The Claims Administrator may offer coupons, discounts, and incentives for Plan Participants to enroll in programs, such as pharmacy programs, disease management programs, and wellness programs and activities. The Claims Administrator may offer Plan Participants discounts or financial incentives to use certain Providers for selected Covered Services. The Claims Administrator may also offer Plan Participants the opportunity to enroll in health and non-health related programs, as value-added services, to enhance the Plan Participant's experience. These incentives and value-added services are not Benefits and do not alter or affect the Plan Participant's Benefits. They may be offered by the Claims Administrator, affiliated companies, and selected vendors. Plan Participants are always free to reject the opportunities for incentives and value-added services. The Claims Administrator reserves the right to add or remove any and all coupons, discounts, incentives, programs, and value-added services at any time and without notice.

## **L. Health Management and Wellness Tools and Resources**

The Claims Administrator offers Plan Participants a wide range of health management and wellness tools and resources. Plan Participants can use these tools to manage their personal accounts, see claims history, create health records and access a host of online wellness interactive tools. Plan Participants also have access to a comprehensive wellness program that includes a personal health assessment and customized health report to assess health risks based on his history and habits. Exclusive discounts are also available to Plan Participants on some health services such as fitness club memberships, diet and weight control programs, vision and hearing care and more.

## **M. Customer Service E-Mail Address**

The Claims Administrator has consolidated its customer service e-mails into a single, easy-to-read address: [help@bcbsla.com](mailto:help@bcbsla.com). Plan Participants who need to contact the Claims Administrator may find all of their options online, including phone, fax, e-mail, postal mail and walk-in customer service. Just visit [www.bcbsla.com](http://www.bcbsla.com) and click on "Contact Us."

## ARTICLE II.

## DEFINITIONS

Accidental Injury – A condition occurring as a direct result of a traumatic bodily injury sustained solely through accidental means from an external force. With respect to injuries to teeth, injuries caused by the act of chewing do not constitute an injury caused by external force. If Benefits are available for the treatment of a particular injury, Benefits will be provided for an injury that results from an act of domestic violence or medical condition.

Admission – The period from entry (Admission) into a Hospital or Skilled Nursing Facility or Unit for Inpatient care until discharge. In counting days of care, the date of entry and the date of discharge are counted as one (1) day.

Adverse Benefit Determination – Means denial or partial denial of a Benefit, in whole or in part, based on:

- A. Medical Necessity, appropriateness, healthcare setting, level of care, effectiveness or treatment is determined to be experimental or Investigational;
- B. the Plan Participant's eligibility to participate in the Benefit Plan;
- C. any prospective or retrospective review determination; or
- D. a Rescission of Coverage.

Allied Health Facility – An institution, other than a Hospital, licensed by the appropriate state agency where required, and/or approved by the Claims Administrator to render Covered Services.

Allied Health Professional – A person or entity other than a Hospital, Doctor of Medicine, or Doctor of Osteopathy who is licensed by the appropriate state agency, where required, and/or approved by Us to render Covered Services. For coverage purposes under this Benefit Plan, Allied Health Professional includes dentists, psychologists, Retail Health Clinics, certified midwives, certified nurse practitioners, optometrists, pharmacists, chiropractors, podiatrists, Physician assistants, registered nurse first assistants, advanced practice registered nurses, licensed professional counselors, licensed clinical social workers, certified registered nurse anesthetists, and any other health professional as mandated by state law for specified services, if approved by the Claims Administrator to render Covered Services.

Allied Provider – Any Allied Health Facility or Allied Health Professional.

Allowable Charge –

- A. For Preferred Providers and Participating Providers - The lesser of the billed charge or the amount established by the Claims Administrator or negotiated as the maximum amount allowed for services from these Providers covered under the terms of this Benefit Plan.
- B. For Non-Participating Providers – The lesser of:
  - 1. An Amount the Claims Administrator establishes based on Medicare's published fee schedule, what Medicare pays, or what Medicare allows for the service;
  - 2. an Amount the Claims Administrator establishes as the Allowable Charge; or
  - 3. the Provider's billed charge.

Alternative Benefits – Benefits for services not routinely covered under this Benefit Plan but which the Plan may agree to provide when it is beneficial to both the Plan Participant and the Group.

Ambulance Service – Medically Necessary transportation by a specially designed emergency vehicle for transporting the sick and injured. The vehicle must be equipped as an emergency transport vehicle and staffed by trained ambulance personnel as required by appropriate State and local laws governing an emergency transportation vehicle.

Ambulatory Surgical Center – An Allied Health Facility Provider that is established with an organized medical staff of physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous physician services and registered professional nursing services available whenever a patient is in the facility, which does not provide services or other accommodations for patients to stay overnight, and which offers the following services whenever a patient is in the center; 1) Anesthesia services as needed for medical operations and procedures performed; 2) Provisions for physical and emotional well-being of patients; 3) Provision for emergency services; 4) Organized administrative structure; and 5) Administrative, statistical and medical records.

Annual Enrollment – A period of time, designated by the Group, during which an Employee/Retiree may enroll for Benefits under this Benefit Plan.

Appeal – A written request from a Plan Participant or authorized representative to change an Adverse Benefit Determination made by the Claims Administrator.

Applied Behavior Analysis (ABA) – The design, implementation, and evaluation of environmental modifications, using behavior stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior. Providers of ABA shall be certified as an assistant behavior analyst or licensed as a behavior analyst by the Louisiana Behavior Analyst Board or the appropriate licensing agency, if within another state.

Authorization (Authorized) – A determination by the Claims Administrator regarding an Admission, continued Hospital stay, or other healthcare service or supply which, based on the information provided, satisfies the clinical review criteria requirement for Medical Necessity, appropriateness of the healthcare setting, or level of care and effectiveness. **An Authorization is not a guarantee of payment.** Additionally, an Authorization is not a determination about the Plan Participant's choice of Provider.

Autism Spectrum Disorders (ASD) – Any of the pervasive development disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C. (DSM). These disorders are characterized by severe and pervasive impairment in several areas of development: reciprocal social interaction skills, communication skills, or the presence of stereotyped behavior, interests, and activities. ASD includes conditions such as Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder, and Pervasive Development Disorder Not Otherwise Specified.

Bed, Board and General Nursing Service – Room accommodations, meals and all general services and activities provided by a Hospital employee for the care of a patient. This includes all nursing care and nursing instructional services provided as a part of the Hospital's bed and board charge.

Benefits – Coverage for healthcare services, treatment, procedures, equipment, drugs, devices, items or supplies provided under this Plan. Benefits covered by the Plan are based on the Allowable Charge for Covered Services.

Benefit Period – A calendar year, January 1 through December 31. For new Plan Participants, the Benefit Period begins on the Effective Date and ends on December 31 of the same year.

Benefit Plan – The Plan established by the Group to provide medical Benefits for eligible Plan Participants.

Benefit Plan Date – The date upon which the Group agrees to begin providing Benefits for Covered Services to Plan Participants under this Benefit Plan.

Biotechnology Medicines – Medicines derived from cellular and biomolecular processes. Examples of these medicines include, but are not limited to protein drugs, monoclonal antibodies, interferons, antisense drugs, epidermal growth factor inhibitors, and gene therapies.

Bone Mass Measurement – A radiologic or radioisotopic procedure or other scientifically proven technologies performed on an individual for the purpose of identifying bone mass or detecting bone loss.

Brand-Name Drug – A Prescription Drug that is a patented drug marketed by the original drug manufacturer following its Food and Drug Administration ("FDA") approval, or that the Plan identifies as a Brand-Name product.



The Plan classifies a Prescription Drug as a Brand-Name Drug based on a nationally recognized pricing source, therefore all products identified as a "Brand Name" by the manufacturer or pharmacy may not be classified as a Brand-Name Drug by the Plan.

Cardiac Rehabilitation – A structured program that provides coordinated, multi-faceted interventions including supervised exercise training, education, counseling and other secondary prevention interventions. It is designed to speed recovery from acute cardiovascular events such as myocardial infarction, myocardial revascularization, or hospitalization for heart failure and to improve functional and psychosocial capabilities.

Care Coordination – Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Plan Participant's healthcare needs across the continuum of care.

Care Coordinator Fee – A fixed amount paid by Blue Cross and Blue Shield of Louisiana to Providers periodically for Care Coordination under a Value-Based Program.

Case Management – Case Management is a method of delivering patient care that emphasizes quality patient outcomes with efficient and cost-effective care. The process of Case Management systematically identifies high-risk patients and assesses opportunities to coordinate and manage patients' total care to ensure the optimal health outcomes. Case Management is a service offered at the Plan Administrator's option and administered by medical professionals, which focuses on unusually complex, difficult or catastrophic illnesses. Working with the Plan Participant's Physician(s) and subject to consent by the Plan Participant and/or the Plan Participant's family/caregiver, the Case Management staff will manage care to achieve the most efficient and effective use of resources.

Cellular Immunotherapy – A treatment involving the administration of a patient's own (autologous) or donor (allogenic) anti-tumor lymphocytes following a lymphodepleting preparative regimen.

Child or Children – includes:

- A. the issue of a marriage of the Employee/Retiree;
- B. a natural Child of the Employee/Retiree's legal Spouse;
- C. a legally adopted Child of the Employee/Retiree or a child placed for adoption with the Employee/ Retiree;
- D. the Child of a male Employee/Retiree, if a court of competent jurisdiction has issued an order of filiation declaring the paternity of the Employee/Retiree for the Child or the Employee/Retiree has formally acknowledged the Child;
- E. the issue of a previous marriage or a natural or legally adopted Child of the Employee's/Retiree's legal Spouse, hereinafter "stepchild", which stepchild has not been adopted by the Employee/Retiree and for whom the Employee/Retiree does not have court-ordered legal custody;
- F. a grandchild in the court-ordered legal custody of and residing with the grandparent Employee/Retiree, until the end of the month the grandchild attains the age of twenty-six (26);
- G. a Dependent for whom the Employee/Retiree has court-ordered legal custody or court-ordered legal guardianship but who is not a Child or grandchild of the Employee/Retiree, until the end of the month the custody or guardianship order expires or the end of the month the Dependent attains the age of eighteen (18), whichever is earlier; or
- H. a grandchild or Dependent of a Dependent of the Employee/Retiree whose parent is covered under the Plan as a Dependent, or a child for whom the Employee/Retiree has current provisional custody, which grandchild/child has not been adopted by the Employee/Retiree and for whom the Employee/Retiree has not obtained court-order legal guardianship/tutorship or court-ordered custody, provided the grandchild/child was enrolled as a Plan Participant and met the eligibility requirements of a "Child" as of December 31, 2015.

Claim – A Claim is written or electronic proof, in a form acceptable to the Claims Administrator, of charges for Covered Services that have been incurred by a Plan Participant during the time period the Plan Participant was

insured under this Benefit Plan. The provisions in effect at the time the service or treatment is received shall govern the processing of any Claim expense actually incurred as a result of the service or treatment rendered.

Claims Administrator – The entity with whom the Group (Plan Administrator/Sponsor) has contracted to handle the claims payment functions of its Plan. For purposes of this Plan, the Claims Administrator is Blue Cross and Blue Shield of Louisiana (incorporated as Louisiana Health Service and Indemnity Company).

Cleft Lip and Cleft Palate Services – Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy.

COBRA – Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and its regulations.

Code – The Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

Coinsurance – The sharing of Allowable Charges for Covered Services. The sharing is expressed as a pair of percentages, a percentage that the Plan pays and a percentage that the Plan Participant pays. Once the Plan Participant has met any applicable Deductible Amount, the Plan Participant's percentage will be applied to the Allowable Charges for Covered Services to determine the Plan Participant's financial responsibility. The Plan's percentage will be applied to the Allowable Charges for Covered Services to determine the Benefits provided.

Company – Blue Cross and Blue Shield of Louisiana (incorporated as Louisiana Health Service & Indemnity Company).

Complaint – An oral expression of dissatisfaction with the Claims Administrator or Provider services.

Complication(s) – A medical condition, arising from an adverse event or consequence, which requires services, treatment or therapy and which is determined by BCBSLA, based on substantial medical literature and experience, to be a direct and consequential result of another medical condition, disease, service or treatment. Solely as an example, a pulmonary embolism after Surgery would be a Complication of the Surgery.

Concurrent Care – Hospital Inpatient medical and surgical care by a Physician, other than the attending Physician: (1) for a condition not related to the primary diagnosis or, (2) because the medical complexity of the patient's condition requires additional medical care.

Concurrent Review – A review of Medical Necessity, appropriateness of care, or level of care conducted during a patient's Inpatient facility stay or course of treatment.

Congenital Anomaly – A condition existing at or from birth, which is a deviation from the common form or norm. Only deviations that impact bodily functions are covered. Examples of Congenital Anomalies that do not impact bodily function and are not covered include, but are not limited to: protruding ears, birthmarks, webbed fingers and toes, and asymmetrical breasts. Cleft Lip and Cleft Palate are covered Congenital Anomalies; other conditions relating to teeth or structures supporting the teeth are not covered. We will determine which conditions are covered as Congenital Anomalies.

Consultation – Another Physician's opinion or advice as to the evaluation or treatment of a Plan Participant, which is furnished upon the request of the attending Physician. These services are not intended to include those consultations required by Hospital rules and regulations, anesthesia consultations, routine consultations for clearance for Surgery, or consultations between colleagues who exchange medical opinions as a matter of courtesy and normally without charge.

Controlled Dangerous Substances – A drug or substance, or immediate precursor, included in schedules I through V of the Controlled Substances Act, Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970.

Copayment (Copay) – The specific dollar amount a Plan Participant must pay when specified Covered Services are rendered, as shown on the Schedule of Benefits. The Copayment may be collected from a Plan Participant by a Network Provider.

Cosmetic Surgery – Any operative procedure, treatment or service (or any portion of an operative procedure, treatment or service) performed primarily to improve physical appearance and/or treat a mental condition through change in bodily form. An operative procedure, treatment or service is not considered Cosmetic Surgery if it restores bodily function or corrects deformity to restore the function of a part of the body that an of Accidental Injury, disease or covered Surgery has altered.

Covered Service – A service or supply specified in this Benefit Plan for which Benefits are available when rendered by a Provider.

Creditable Coverage – Prior coverage under an individual or group health plan including, but not limited to, Medicare, Medicaid, government plans, church plans, COBRA, military plans or state Children's health insurance programs (e.g., LaCHIP). Creditable coverage does not include specific disease policies (i.e., cancer policies), supplemental coverage (i.e., Medicare Supplement) or limited benefits (i.e., accident only, disability insurance, liability insurance, Workers' Compensation, automobile medical payment insurance, credit only insurance, coverage for on-site medical clinics or coverage as specified in federal regulations under which benefits for medical care are secondary or incidental to the insurance benefits).

Custodial Care – Treatment or services, regardless of who recommends them or where they are provided, that could be rendered safely and reasonably by a person not medically skilled, or that are designed mainly to help the patient with daily living activities. These activities include, but are not limited to: personal care, homemaking, moving the patient; acting as companion or sitter; supervising medication that can usually be self-administered; treatment or services that any person may be able to perform with minimal instruction; or long-term treatment for a condition in a patient who is not expected to improve or recover. The Claims Administrator determines which services are Custodial Care.

Date Acquired – The date a Dependent of a covered Employee/Retiree is acquired in the following instance and on the following dates only:

- A. Legal Spouse - the date of marriage;
- B. Child or Children:
  - 1. Natural Children – the date of birth;
  - 2. Children placed or in the process of adoption with the Employee/Retiree:
    - a. Agency adoption – the date the adoption contract was executed between the Employee/Retiree and the adoption agency;
    - b. Private adoption – the date the Act of Voluntary Surrender is executed in favor of the Employee/Retiree. The Plan Administrator must be furnished with certification by the appropriate clerk of court setting forth the date of execution of the Act and the date the Act became irrevocable, or the date of the first court order granting legal custody, whichever occurs first;
  - 3. Child for whom the Employee/Retiree has court-ordered custody or court-ordered legal guardianship – the date of the court order granting legal custody or guardianship or of the notarized act granting provisional custody;
  - 4. From the date of court order filiation declaring paternity or date of formal acknowledgement of the child;
  - 5. Stepchild – the date of the marriage of the Employee/Retiree to his/her Spouse.
  - 6. Grandchild of the Employee/Retiree, who is not in the legal custody of the Employee/Retiree and whose parent is a covered Dependent:
    - a. The date of birth of the grandchild, if all of the above requirements are met at the time of birth; or

- b. The date on which the coverage becomes effective for the covered Dependent, if all of the above requirements are not met at the time of birth.

Day Rehabilitation Program – A program that provides greater than one (1) hour of Rehabilitative Care, upon discharge from an Inpatient Rehabilitation Admission.

Deductible Amount -

- A. Individual Deductible Amount – The dollar amount, as shown in the Schedule of Benefits, of charges for Covered Services that a Plan Participant must pay within a Benefit Period before the Plan starts paying Benefits.

Network and Non-Network Benefit categories may each carry a separate Individual Deductible Amount as shown in the Schedule of Benefits.

- B. Family Deductible Amount – For Plan Participants in a class of coverage with more than one Plan Participant, this aggregate amount shown in the Schedule of Benefits is the maximum Deductible amount that a family must pay before this Plan starts paying Benefits. Once a family has met its Family Deductible Amount, this Plan starts paying Benefits for all Plan Participants of the family, regardless of whether each individual Plan Participant has met the Individual Deductible. No Plan Participant may contribute more than the Individual Deductible Amount to satisfy the aggregate Deductible amount required of a family. Only Individual Deductible Amounts accrue to the Family Deductible Amount. Family Deductibles may apply to other types of Deductibles described in this Benefit Plan.

Network and Non-Network Benefit categories may each carry a separate Family Deductible Amount as shown in the Schedule of Benefits.

Dental Care and Treatment – All procedures, treatment, and Surgery considered to be within the scope of the practice of dentistry, which is defined as that practice in which a person:

- A. represents himself as being able to diagnose, treat, correct, operate, or prescribe for any disease, pain, injury, deficiency, deformity, or physical condition of the human teeth, alveolar process, gums, or jaws or associated parts and offers or undertakes by certain means to diagnose, treat, correct, operate, or prescribe for any disease, pain, injury, deficiency, deformity, or physical condition of the same;
- B. takes impressions of the human teeth or jaws or performs any phase of any operation incident to the replacement of a tooth or part of a tooth or associated tissues by means of a filling, crown, denture, or other appliance; or
- C. furnishes, supplies, constructs, reproduces, or repairs or offers to furnish, supply, construct, reproduce, or repair prosthetic dentures, bridges, or other substitute for natural teeth to the user or prospective user.

Dependent – Any of the following persons who are enrolled for coverage as Dependents by completing appropriate enrollment documents, if they are not also covered as an Employee/Retiree has been documented, as defined herein. Anyone covered as an Employee/Retiree may not also be covered as a Dependent.

- A. The covered Employee's/Retiree's Legal Spouse;
- B. A Child from Date Acquired until end of the month of attainment of age twenty-six (26); except for the following:
  - 1. A grandchild or Dependent of a Dependent of the Employee/Retiree whose parent is covered under the Plan as a Dependent and for whom the Employee/Retiree has not obtained court-ordered legal guardianship/tutorship or court-ordered custody and has not adopted, which grandchild or Dependent of a Dependent was covered under the Plan and met the definition of a "Child" as of December 31, 2015, from Date Acquired until end of month the parent Dependent Child is no longer enrolled on or eligible to participate in the Plan, the end of the month the grandchild or Dependent of a Dependent turns age of twenty six (26) or the grandchild or Dependent of a Dependent no longer meets the eligibility requirements under this Plan, whichever is earlier;

2. A child for whom the Employee/Retiree has current provisional custody and for whom the Employee/Retiree has not obtained court-ordered legal guardianship/tutorship or court-ordered custody and has not adopted, which child was covered under the Plan and met the definition of a "Child" as of December 31, 2015, from Date Acquired until the end of the month of the 2016 anniversary date of the existing provisional custody document, the end of the month the child reaches the age twenty six (26), or December 31<sup>st</sup>, 2016, whichever is earlier;
3. A Child, who is not the child or grandchild of the Employee/Retiree, for whom the Employee/Retiree has court-ordered custody or court-ordered legal guardianship/tutorship but who has not been adopted by the Employee/Retiree, from Date Acquired until the end of the month the custody/guardianship order expires or the end of the month the Child reaches age twenty six (26), whichever is earlier.
4. A stepchild of the Employee/Retiree, which stepchild has not been adopted by the Employee/Retiree and for whom the Employee/Retiree does not have court-ordered legal custody, until the earliest of:
  - a. the end of the month the Employee/Retiree is no longer married to the stepchild's parent;
  - b. the end of the month of the death of the Employee's/Retiree's Spouse who is the stepchild's parent; or
  - c. the end of the month the stepchild attains the age of twenty-six (26).

C. A Child of any age who meets the criteria set forth in the Eligibility Article of this Benefit Plan.

Diagnostic Service – Radiology, laboratory, and pathology services and other tests or procedures recognized by the Plan as accepted medical practice, rendered because of specific symptoms, and which are directed toward detection or monitoring of a definite condition, illness or injury. A Diagnostic Service must be ordered by a Provider prior to delivery of the service.

Documented – (with respect to a Dependent of an Employee/Retiree) – the following written proof of relationship to the Employee/Retiree has been presented for inspection and copying to Plan Administrator, or to a representative of the Employee's/Retiree's Participant Employer designated by the Plan Administrator:

A. The covered Employee's/Retiree's Spouse - Certified copy of certificate of marriage indicating date and place of marriage.

B. Child:

1. Natural or legally adopted Child of Employee/Retiree – Certified copy of birth certificate listing Employee/Retiree as parent or certified copy of legal acknowledgment of paternity signed by the Employee/Retiree, certified copy of court order of filiation declaring paternity of the Employee/Retiree or certified copy of adoption decree naming Employee/Retiree as adoptive parent;
2. Stepchild – Certified copy of certificate of marriage to Spouse and birth certificate or adoption decree listing Spouse as natural or adoptive parent;
3. Child placed with Your family for adoption by agency adoption or irrevocable Act of Voluntary Surrender for private adoption- Certified copy of adoption placement order showing date of placement or copy of signed and dated irrevocable Act of Voluntary Surrender;
4. Child for whom You have been granted court-ordered legal guardianship or court-ordered custody- Certified copy of the signed court order granting legal guardianship or custody.

C. Child age twenty-six (26) or older who is incapable of self-sustaining employment by reason of physical or mental disability who was covered prior to age twenty-six (26). No earlier than six (6) months prior to attaining age twenty-six (26) documentation as described in B. 1. through B.4. above, together with an application for continued coverage must be filed with the Plan Administrator on a form designated by the Plan Administrator.

1. This application must be accompanied by an attestation from the Dependent Child's attending Physician setting forth the specific physical or mental disability and certifying that the Child is incapable of self-sustaining employment by reason of that disability. The Plan Administrator may require additional medical or other supporting documentation regarding the disability to process the application.
2. After the initial approval, the Plan Administrator may require the submission of additional medical or other supporting documentation substantiating the continuance of the disability, but not more frequently than annually, as a precondition to continued coverage.

D. Such other written proof of relationship to the Employee/Retiree deemed sufficient by the Plan Administrator.

Durable Medical Equipment – Items and supplies which are used to serve a specific therapeutic purpose in the treatment of an illness or injury, can withstand repeated use, are generally not useful to a person in the absence of illness, injury, or disease, and are appropriate for use in the patient's home.

Effective Date – The date when the Plan Participant's coverage begins under this Benefit Plan as determined by the Schedule of Eligibility. Benefits will begin at 12:01 am on this date.

Elective Admission – Any Inpatient Hospital Admission, whether it be for surgical or medical care, for which a reasonable delay will not unfavorably affect the outcome of the treatment.

Eligibility Waiting Period – The period that must pass before an individual is eligible to be covered for Benefits under this Benefit Plan. If an individual enrolls as a Special Enrollee, any period before such Special Enrollment is not an Eligibility Waiting Period.

Eligible Person – A person entitled to apply to be a Plan Participant or Dependent as specified in the Schedule of Eligibility.

Emergency – See "Emergency Medical Condition."

Emergency Admission – An Inpatient Admission to a Hospital resulting from an Emergency Medical Condition.

Emergency Medical Condition (or "Emergency") – A medical condition of recent onset and severity, including severe pain, that would lead a prudent layperson, acting reasonably and possessing an average knowledge of health and medicine, to believe that the absence of immediate medical attention could reasonably be expected to result in: (1) placing the health of the person, or with respect to a pregnant woman, the health of the woman or her unborn Child, in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.

Emergency Medical Services – The following when related to an Emergency Medical Condition, unless not required by applicable law:

- A. When within the capability of a Hospital or independent freestanding emergency department, the following services and items:
  1. A medical screening examination, including ancillary services routinely available to the Emergency department to evaluate an Emergency Medical Condition.
  2. Further medical examination and such treatment as may be required to stabilize the medical condition, regardless of the department of the Hospital in which such further examination or treatment is furnished.
- B. With respect to an Emergency Medical Condition and regardless of the department of the Hospital where furnished, additional services that are:
  1. Covered Services under the Policy;
  2. Furnished after the Plan Participant is stabilized; and

3. Part of an Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Medical Services are furnished.

If certain conditions set forth in applicable law are met, the additional services listed above are not deemed to be Emergency Medical Services are not required to be covered as Emergency Medical Services..

Employee – A full-time Employee as defined by the Employer and in accordance with state law, and any Full-Time Equivalent.

Employer – Calcasieu Parish School Board

Enrollment Date – The first date of coverage under this Benefit Plan, or if there is an Eligibility Waiting Period, the first day of the Eligibility Waiting Period. Refer to the Schedule of Eligibility Article for more information.

Erectile Dysfunction – A condition in which the Plan Participant is unable to get or keep an erection firm enough to achieve penetration during sexual intercourse. Erectile Dysfunction can be a short-term or long-term condition.

Expedited Appeal – A request for immediate review of an Adverse Benefit Determination involving any of the following:

- A. A medical condition for which the time frame for completion of a standard Appeal would seriously jeopardize the life or health of the Plan Participant or jeopardize the Plan Participant's ability to regain maximum function.
- B. In the opinion of the treating physician, the Plan Participant may experience pain that cannot be adequately controlled while awaiting a standard medical Appeal decision.
- C. Decision not to Authorize an Admission, availability of care, continued Hospital stay, or healthcare service for which a Plan Participant currently in the emergency room, under observation, or receiving Inpatient care.

Expedited External Appeal – A request for immediate review, by an Independent Review Organization (IRO), of an initial Adverse Benefit Determination, which involves any of the following:

- A. A medical condition for which the time frame for completion of a standard External Appeal would seriously jeopardize the life or health of the Plan Participant or jeopardize the Plan Participant's ability to regain maximum function, or a decision not to Authorize continued services for Plan Participants currently in the Emergency room, under observation, or receiving Inpatient care.
- B. A denial of coverage based on a determination the recommended or requested healthcare service or treatment is experimental or Investigational and the treating Physician certifies that any delay may pose an imminent threat to the Plan Participant's health, including severe pain, potential loss of life, limb or major bodily function.

External Appeal – A request for review by an Independent Review Organization (IRO), to change a final Adverse Benefit Determination rendered on Appeal. External Appeal is available by request from the Plan Participant or his authorized representative for Adverse Benefit Determinations involving Medical Necessity, appropriateness of care, healthcare setting, level of care, effectiveness, experimental or Investigational treatment, or a Rescission of Coverage.

Full-Time Equivalent (FTE) – A full-time equivalent Employee who is employed on average thirty (30) or more hours per week, as defined under Code section 4980H and determined pursuant to the regulations issued thereunder.

Gene Therapy – A treatment involving the administration of genetic material to modify or manipulate the expression of a gene or to alter the biological properties of living cells for therapeutic use.

Generic Drug – A Prescription Drug that is equivalent to a Brand-Name drug in dosage form, safety, strength, route of administration, quality, performance characteristics and intended use; or that the Claims Administrator identifies as a Generic Drug. Classification of a Prescription Drug as a Generic Drug is determined by Us and not by the manufacturer or pharmacy. The Claims Administrator classifies a Prescription Drug as a Generic Drug

based on a nationally recognized pricing source; therefore, all products identified as a “Generic” by the manufacturer or a pharmacy may not be classified as a Generic by the Claims Administrator.

Gestational Carrier – A woman, not covered on the Plan, who agrees to engage in a process by which she attempts to carry and give birth to a child born as the result of an in utero transform of a human embryo to which she makes no genetic contribution.

Grievance – A written expression of dissatisfaction with the Claims Administrator or with Provider services.

Group – Calcasieu Parish School Board or legal entity of Calcasieu Parish School Board, who is the Plan Administrator and Sponsor of this Plan and for whom Blue Cross and Blue Shield of Louisiana provides claims administration services.

Habilitative Care – Healthcare services and devices that help a patient keep, learn or improve skills and functioning for daily living. These services may include Physical Therapy, Occupational Therapy, Speech-Language Pathology, Cardiac Rehabilitation, Pulmonary Rehabilitation and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

Health Insurance Marketplace (Marketplace) – An organization operated by the federal government for the State of Louisiana, under Section 1311 of the Patient Protection and Affordable Care Act, to facilitate the purchase of health insurance.

HIPAA – The Health Insurance Portability and Accountability Act of 1996 (United States Public Law 104-191) and Federal Regulations promulgated pursuant thereto.

Home Health Care – Health services rendered in the individual's place of residence by an organization licensed as a Home Health Care agency by the appropriate state agency and approved by the Claims Administrator. These organizations are primarily engaged in providing to individuals, at the written direction of a licensed Physician, in the individual's place of residence, skilled nursing services by or under the supervision of a Registered Nurse (RN) licensed to practice in the state.

Hospice Care – Provision of an integrated set of services and supplies designed to provide palliative and supportive care to meet the special needs of Plan Participants and their families during the final stages of terminal illness. Full scope health services are centrally coordinated through an interdisciplinary team directed by a Physician and provided by or through a Hospice Care agency approved by the Plan.

Hospital – An institution that is licensed by the appropriate state agency as a general medical surgical Hospital. The term Hospital may also include an institution that primarily provides psychiatric, chemical dependency, rehabilitation, skilled nursing, long-term, intermediate or other specialty care.

Imaging Services –

- A. Low-Tech Imaging - Imaging Services which include, but are not limited to, x-rays, machine tests and diagnostic imaging.
- B. High-Tech Imaging – Imaging Services which include, but are not limited to, MRIs, MRAs, CT Scans, PET scans and nuclear cardiology.

Implantable Medical Devices – A medical device that is surgically implanted in the body, is not reusable, and can be removed.

Independent Review Organization (IRO) – An independent review organization not affiliated with Us, which conducts external reviews of final Adverse Benefit Determinations. The decision of the IRO is binding on both the Plan Participant and the Claims Administrator.

Infertility – The inability of a couple to conceive after one (1) year of unprotected intercourse.



Informal Reconsideration – A request by telephone for additional review of a utilization management determination not to authorize. Informal Reconsideration is available only for initial or Concurrent Review determinations that are requested within ten (10) days of denial.

Inpatient – A Plan Participant who is a registered bed patient for whom a Bed, Board and General Nursing Service charge is made. An Inpatient's medical symptoms or condition must require continuous twenty-four (24) hour a day Physician and nursing intervention. If the services can be safely provided to the Plan Participant as an Outpatient, the Plan Participant does not meet the criteria for an Inpatient.

Intensive Outpatient Programs – Intensive outpatient programs are defined as having the capacity for planned, structured, service provision of at least two (2) hours per day and three (3) days per week, although some patients may need to attend less often. These encounters are usually comprised of coordinated and integrated multidisciplinary services. The range of services offered are designed to address a mental or a substance-related disorder and could include group, individual, family or multi-family group psychotherapy, psychoeducational services, and adjunctive services such as medical monitoring. These services would include multiple or extended treatment/rehabilitation/counseling visits or professional supervision and support. Program models include structured "crisis intervention programs," "psychiatric or psychosocial rehabilitation," and some "day treatment." (Although treatment for substance-related disorders typically includes involvement in a self-help program, such as Alcoholics Anonymous or Narcotics Anonymous, program time as described here excludes times spent in these self-help programs, which are offered by community volunteers without charge).

Investigational – A medical treatment, procedure, drug, device, or biological product is Investigational if the effectiveness has not been clearly tested and it has not been incorporated into standard medical practice. Any determination the Claims Administrator makes that a medical treatment, procedure, drug, device, or biological product is Investigational will be based on a consideration of the following:

- A. whether the medical treatment, procedure, drug, device, or biological product can be lawfully marketed without approval of the United States Food and Drug Administration (FDA) and whether such approval has been granted at the time the medical treatment, procedure, drug, device, or biological product is sought to be furnished; or
- B. whether the medical treatment, procedure, drug, device, or biological product requires further studies or clinical trials to determine its maximum tolerated dose, toxicity, safety, effectiveness, or effectiveness as compared with the standard means of treatment or diagnosis, must improve health outcomes, according to the consensus of opinion among experts as shown by reliable evidence, including:
  1. consultation with the Blue Cross and Blue Shield Association technology assessment program (TEC) or other non-affiliated technology evaluation center(s);
  2. credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
  3. reference to federal regulations.

Medically Necessary (or Medical Necessity) – Healthcare services, treatment, procedures, equipment, drugs, devices, items or supplies that a Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- A. in accordance with nationally accepted standards of medical practice;
- B. clinically appropriate, in terms of type, frequency, extent, level of care, site and duration, and considered effective for the patient's illness, injury or disease; and
- C. not primarily for the personal comfort or convenience of the patient, or Provider, and not more costly than alternative services, treatment, procedures, equipment, drugs, devices, items or supplies or sequence thereof and that are 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, "nationally 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 – An Employee, Retiree or an enrolled Dependent. A Member is also referred to as a Plan Participant.

Mental Disorder (Mental Health) – A clinically significant behavioral and psychological syndrome or pattern. This includes, but is not limited to: psychoses, neurotic disorders, personality disorders, affective disorders, and the specific severe mental illnesses defined by La. R.S. 22:1043 (formerly 22:669) (schizophrenia or schizoaffective disorder; bipolar disorder; panic disorder; obsessive-compulsive disorder; major depressive disorder; anorexia/bulimia; intermittent explosive disorder; post-traumatic stress disorder; psychosis NOS when diagnosed in a Child under seventeen (17) years of age; Rett's Disorder; and Tourette's Disorder), and conditions and diseases listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C. (DSM), including other non-psychotic mental disorders, to be determined by the Plan. The definition of Mental Disorder (Mental Health) shall be the basis for determining Benefits notwithstanding whether the conditions are genetic, organic, chemical or biological, regardless of cause or other medical conditions.

Multi-Source Brand Drug – A Brand-Name Drug for which a Generic Drug equivalent is available.

Negotiated Arrangement ("Negotiated National Account Arrangement") – An agreement negotiated between a control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard® program.

Network Benefits – Benefits for care received from a Network Provider, also referred to as In-Network Benefits.

Network Provider – A Provider that has signed an agreement with Us or another Blue Cross and Blue Shield Plan to participate as a member of the Preferred Care Provider Network or another PPO Network. This Provider may also be referred to as a Preferred Provider or In-Network Provider.

Newly Born Infant – Infants from the time of birth until age one (1) month or until the infant is well enough to be discharged from a Hospital or neonatal Special Care Unit to his home, whichever period is longer.

Non-Network Benefits – Benefits for care received from Non-Network Providers, also referred to as Out-of-Network Benefits.

Non-Network Provider – A Provider who is not a member of the Claims Administrator's Preferred Care Provider Network or another Blue Cross and Blue Shield Plan PPO Network. Participating Providers and Non-Participating Providers are Non-Network Providers.

Non-Preferred Brand/Generic Drugs – A Prescription Drug that is a Brand-Name Drug or a Generic Drug that may have a therapeutic alternative as a Tier 1 or Tier 2 drug.

Occupational Therapy (OT) – The evaluation and treatment of physical injury or disease, cognitive impairments, congenital or developmental disabilities, or the aging process by the use of specific goal directed activities, therapeutic exercises and/or other interventions that alleviate an impairment and/or improve functional performance. These can include the design, fabrication or application of orthotic devices; training in the use of orthotic and prosthetic devices; design, development, adaptation or training in the use of assistive devices; and the adaptation of environments to enhance functional performance.

Orthotic Device – A rigid or semi-rigid supportive device, which restricts or eliminates motion of a weak or diseased body part.

Out-of-Pocket Amount – The maximum amount, as shown in the Schedule of Benefits, of unreimbursable expenses which must be paid by a Plan Participant for Covered Services in one (1) Benefit Period.

Outpatient – A Plan Participant who receives services or supplies while not an Inpatient.

Over-Age Dependent - A Dependent Child (or Grandchild) who is age 26 or older, reliant on Employee for support, and is incapable of sustaining employment because of an intellectual or physical disability that began prior to age 26. Coverage of the Over-Age Dependent may continue after age 26 for the duration of incapacity if, prior to the Dependent Child reaching age 26, an application for continued coverage with current medical information from the Dependent Child's attending Physician is submitted to the Plan. The Plan may require additional or periodic medical documentation regarding the Dependent Child's intellectual or physical disability as often as it deems necessary, but not more frequently than once per year after the two year period following the child's twenty sixth (26<sup>th</sup>) birthday. The Plan may terminate coverage of the Over-Age Dependent if the Plan determines the Dependent Child is no longer reliant on Employee for support or is no longer intellectually or physically disabled to the extent he is incapable of sustaining employment.

Partial Hospitalization Programs – These programs are defined as structured and medically supervised day, evening and/or night treatment programs. Program services are provided to patients at least four (4) hours/day and are available at least three (3) days/week, although some patients may need to attend less often. The services are of essentially the same nature and intensity (including medical and nursing) as would be provided in a hospital except that the patient is in the program less than twenty-four (24) hours/day. The patient is not considered a resident at the program. The range of services offered is designed to address a mental health and/or substance-related disorder through an individualized treatment plan provided by a coordinated multidisciplinary treatment team.

Participant Employer – A state entity, school board, or a state political subdivision authorized by law to participate in an Office of Group Benefits health plan.

Pharmacy Benefit Manager – A third party administrator of Prescription Drug programs.

Physical Therapy – The treatment of disease or injury by the use of therapeutic exercise and other interventions that focus on improving posture, locomotion, strength, endurance, balance, coordination, joint mobility, flexibility, and alleviating pain. This treatment must be provided by a licensed physical therapist when prescribed by a Physician or this treatment must be provided by a chiropractor.

Physician – A Doctor of Medicine or a Doctor of Osteopathy, legally qualified and licensed to practice medicine and practicing within the scope of his license at the time and place service is rendered.

Plan – Calcasieu Parish School Board's medical Benefits plan for certain Employees of Calcasieu Parish School Board and is described in this document.

Plan Administrator – The person or entity designated by the Plan Sponsor to administer this group Plan. If no one is designated, Plan Sponsor is Plan Administrator.

Plan Participant – Any Employee, Retiree or Dependent who is covered under this Plan.

Plan Sponsor – Calcasieu Parish School Board, who provides these Benefits on behalf of its eligible Employees, Retirees and their eligible Dependents.

Plan Year – A period of time beginning with the Effective Date of this Plan or the anniversary of this date and ending on the day before the next anniversary of the Effective Date of this Plan.

Preferred Brand Drugs – A commonly prescribed Brand-Name Prescription Drug that has been selected based on its clinical effectiveness and safety.

Pregnancy Care – Treatment or services related to all care prior to delivery, delivery, post-delivery care, and any complications arising from pregnancy.

Prescription Drugs – Medications, which includes Biotechnology Medicines (Specialty Drugs), the sale or dispensing of which legally requires the order of a Physician or other healthcare professional and that carry the federally required product legend stipulating that such drugs may not be dispensed without a prescription, and which are currently approved by the FDA for safety and effectiveness, subject to the Limitations and Exclusions Article.

Prescription Drug Copayment – The amount a Plan Participant must pay for each prescription at a participating pharmacy at the time a prescription is filled. A different Copayment may be required for the different drug tiers purchased at a retail pharmacy or through the mail.

Prescription Drug Deductible Amount – The dollar amount shown in the Schedule of Benefits which must be paid by a Plan Participant within a Benefit Period prior to any applicable Prescription Drug Copayment.

Preventive or Wellness Care – Services designed to effectively prevent or screen for a disease for which there is an effective treatment when discovered in an early stage.

Private Duty Nursing Services – Services of an actively practicing Registered Nurse (RN) or Licensed Practical Nurse (L.P.N.) who is unrelated to the patient by blood, marriage or adoption. These services must be ordered by the attending Physician and require the technical skills of an RN or LPN.

Professional Services – The specific services rendered by an occupational therapist, physical therapist, speech pathologist or audiologist, Physician, or chiropractor for Covered Services provided.

Prosthetic Appliance or Device – Appliances which replace all or part of a body organ, or replace all or part of the function of a permanently inoperative, absent, or malfunctioning body part. When referring to limb prostheses, it is an artificial limb designed to maximize function, stability, and safety of the patient, that is not surgically implanted and that is used to replace a missing limb. Limb Prosthetics do not include artificial eyes, ears, noses, dental appliances, ostomy products, or devices such as eyelashes or wigs.

Prosthetic Services – The science and practice of evaluating, measuring, designing, fabricating, assembling, fitting, aligning, adjusting, or servicing of a prosthesis through the replacement of external parts of a human body lost due to amputation or congenital deformities to restore function, cosmesis, or both. Also includes medically necessary clinical care.

Provider – A Hospital, Allied Health Facility, Physician, or Allied Health Professional, licensed where required, performing within the scope of license, and approved by the Claims Administrator. If a Provider is not subject to state or federal licensure, the Claims Administrator has the right to define all criteria under which a Provider's services may be offered to Plan Participants in order for Benefits to apply to a Provider's Claims. Claims submitted by Providers who fail to meet these criteria will be denied.

- A. Preferred Provider (Preferred Care Provider) – A Provider who has entered into a contract with the Claims Administrator to participate in its Preferred Care PPO Network, as shown in the Schedule of Benefits. This Provider is also referred to as a Network Provider.
- B. Participating Provider – A Provider that has a signed contract with the Claims Administrator or another Blue Cross and Blue Shield plan for other than a Preferred Network Provider.
- C. Non-Participating Provider – A Provider that does not have a signed contract with the Claims Administrator or another Blue Cross and Blue Shield plan.

Provider Incentive – An additional amount of compensation paid to a healthcare Provider by a payer, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular group or population of covered persons.

Pulmonary Rehabilitation – A comprehensive intervention based on a thorough patient assessment followed by patient-tailored therapies that include, but are not limited to, exercise training, education, and behavior change, designed to improve the physical and psychological condition of people with chronic respiratory disease and to promote the long-term adherence to health-enhancing behaviors.

Rehabilitative Care – Healthcare services and devices that help a person keep, resume or improve skills and functioning for daily living that have been lost or impaired because a patient was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology, cardiac rehabilitation and psychiatric rehabilitation services in a variety of Inpatient and/or Outpatient settings.

Repatriation - The act of returning to the country of birth, citizenship or origin.

Rescission of Coverage – Cancellation or discontinuance of coverage that has retroactive effect. This includes a cancellation that treats a Plan Participant’s coverage as void from the time of enrollment or a cancellation that voids Benefits paid up to one year before the cancellation.

Retail Health Clinic – A non-emergency medical health clinic providing limited primary care services and operating generally in retail stores and outlets.

Retiree/Retired Employee – An individual who was a covered Employee immediately prior to the date of retirement and who, upon retirement, satisfied one of the following categories:

- A. Immediately received a retirement plan distribution from an approved state or state governmental agency retirement plan; or
- B. Was not eligible for participation in such a plan or who had legally opted not to participate in such a plan, and either:
  - 1. Began employment prior to September 15, 1979, has ten (10) years of continuous service and has reached the age of sixty-five (65); or
  - 2. Began employment after September 16, 1979, has ten (10) years of continuous state service and has reached the age of seventy (70); or
  - 3. Began employment after July 8, 1992, has ten (10) years of continuous state service, has a credit for at least forty (40) quarters in the Social Security system at the time of employment, and has reached the age of sixty-five (65); or
  - 4. Maintained continuous coverage with the Plan as an eligible Dependent until he/she became eligible to receive a retirement benefit from an approved state governmental agency defined benefit plan as a former state employee.
- C. Immediately received a retirement plan distribution from a state approved or state governmental agency-approved defined contribution plan and has accumulated the total number of years of creditable service which would have entitled him to receive a retirement allowance from the defined benefit plan of the retirement system for which the Employee would have otherwise been eligible. The appropriate state governmental agency or retirement system responsible for administration of the defined contribution plan shall be responsible for certification of eligibility hereunder to the Plan Administrator.
- D. Retiree also means an individual who was a covered Employee who continued the coverage through the provisions of COBRA immediately prior to the date of retirement and who, upon retirement, qualified for any items A., B., or C. above.

Serious and Complex Condition – As used in the context of continuity of healthcare services, this term means:

- A. For an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or
- B. For a chronic illness or condition, a condition that:
  - 1. Life threatening, degenerative, potentially disabling, or congenital; and
  - 2. Requires specialized medical care over a prolonged period of time.

Skilled Nursing Facility or Unit – A facility licensed by the state in which it operates and is other than a nursing home or a unit within a Hospital (unless skilled nursing in the nursing home or unit within a Hospital was specifically approved by Us), that provides:

- A. Inpatient medical care, treatment and skilled nursing care as defined by Medicare and which meets the Medicare requirements for this type of facility;

- B. full-time supervision by at least one Physician or Registered Nurse;
- C. twenty-four (24) hour nursing service by Registered Nurses or Licensed Practical Nurses; and
- D. Utilization review plans for all patients.

Special Care Unit – A designated Hospital unit which is approved by the Claims Administrator and which has concentrated all facilities, equipment, and supportive services for the provision of an intensive level of care for critically ill patients, such as an intermediate care neonatal unit, telemetry unit for heart patients, or an isolation unit.

Special Enrollee – An Employee or Dependent who is entitled to and who requests special enrollment (as described in this Plan) within thirty (30) days of losing other certain health coverage or acquiring a new Dependent as a result of marriage, birth, adoption or placement for adoption.

Specialty Drugs – Specialty Drugs are typically high in cost and have one or more of the following characteristics:

- A. Specialized patient training on the administration of the drug (including supplies and devices needed for administration) is required.
- B. Coordination of care is required prior to drug therapy initiation and/or during therapy.
- C. Unique patient compliance and safety monitoring requirements.
- D. Unique requirements for handling, shipping and storage.
- E. Restricted access or limited distribution.

Specialty drugs also include biosimilars. Biosimilars are drugs that are similar to currently marketed Brand Name drugs, but do not have the exact same active ingredient. Biosimilars are not considered Generic Drugs.

Speech/Language Pathology Therapy – The treatment used to manage speech/language, cognitive-communication and swallowing disorders. Goals are directed towards improving or restoring function.

Spouse – The Employee's legal Spouse pursuant to a marriage recognized under state law where the marriage was entered.

Surgery –

- A. The performance of generally accepted operative and cutting procedures including specialized instrumentations, endoscopic exams, incisional and excisional biopsies and other invasive procedures ;
- B. The correction of fractures and dislocations;
- C. Pregnancy Care to include vaginal deliveries and caesarean sections;
- D. Usual and related pre-operative and post-operative care; or
- E. Other procedures as defined and approved by Us.

Telehealth Services - A mode of delivering healthcare services that utilizes information and communication technologies to enable the diagnosis, consultation, treatment, education, care management, self-management of patients, and caregiver support at a distance from healthcare Providers approved by the Claims Administrator to render the Telehealth Services. Telehealth Services gives providers the ability to render services when Providers and patients are in separate locations.

- A. Asynchronous Telehealth Services – the transmission of a patient's pre-recorded medical information from an originating site to the Provider at a distant site without the patient being present.

B. Synchronous Telehealth Services – the interaction between patient and Provider in different locations in real time, by means of two-way video and audio transmission, usually through an established patient portal.

Temporarily Medically Disabled Mother – A woman who has recently given birth and whose Physician has advised that normal travel would be hazardous to her health.

Temporary Employee – An Employee who is employed for 120 consecutive, calendar days or less.

Temporomandibular/Craniomandibular Joint Disorder – Disorders resulting in pain and/or dysfunction of the temporomandibular/craniomandibular joint which arise out of rheumatic disease, dental occlusive disorders, internal or external joint stress, or other causes.

Therapeutic/Treatment Vaccine – A vaccine intended to treat infection or disease by stimulating the immune system to provide protection against the infection or disease.

Total Disability – The inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to last for a continuous period of not less than twelve (12) months. The disabled person must have a severe impairment which makes one unable to perform his previous work or any other substantial gainful activity which exists in the national economy, based upon a person's residual functional capacity, age, education, and work experience. We shall make the determination of Total Disability based upon medical evidence obtained from the applicant's Physician(s), work history, and other relevant evidence presented by the applicant.

Urgent Care – A sudden, acute and unexpected medical condition that requires timely diagnosis and treatment but does not pose an immediate threat to life or limb. Examples of Urgent Care include, but are not limited to: colds and flu, sprains, stomach aches, and nausea. Urgent Care may be accessed from an Urgent Care Center that is in the Claims Administrator's network if a Plan Participant requires non-emergency medical care or a Plan Participant requires Urgent Care after normal business hours of a Plan Participant's Physician.

Urgent Care Center – A clinic with extended office hours that provides Urgent Care to patients on an unscheduled basis without need for appointment. The Urgent Care Center does not provide routine follow-up care or wellness examinations and refers patients back to their regular Physician for such routine follow-up and wellness care.

Utilization Management – Evaluation of necessity, appropriateness and efficiency of the use of healthcare services, procedures and facilities.

Value-Based Program (VBP) – An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

Waiting Period – See Eligibility Waiting Period.

Well Baby Care – Routine examinations of an infant under the age of twenty-four (24) months for whom no diagnosis is made. Routine examinations ordered after the infant reaches twenty-four (24) months will be subject to the Routine Wellness Physical Exam Benefit.

## ARTICLE III.

## SCHEDULE OF ELIGIBILITY

The Plan Administrator has full discretionary authority to determine eligibility for coverage/Benefits and to construe the terms of this Plan. A Temporary Employee does not meet the eligibility requirements under this Benefit Plan, unless such Employee is determined to be a FTE.

### A. Persons to be Covered

#### 1. Employees

- a. A full-time Employee as defined by the Employer and any FTE, both as determined in accordance with applicable state and federal law.

- b. Spouse

If a covered Spouse is eligible for coverage as an Employee and chooses at a later date to be covered separately, that person will be a covered Employee effective the first day of the month after the election of separate coverage. The change in coverage will not increase Benefits.

- c. Re-enrollment; Previous Employment

Full-time Employees returning to full-time or part-time status with less than thirteen (13) weeks (less than twenty-six (26) weeks for educational institutions) since separation or termination may resume coverage if application is made within thirty (30) days following return to work. Coverage will resume on the first of the month following return to work. If an Employee acquires an additional Dependent during the termination period, that Dependent may be covered if added within thirty (30) days of re-employment.

An Employee whose employment terminated while covered and is reemployed within twelve (12) months of the effective date of termination date, will be eligible for the classification of coverage (Employee, Employee and Child(ren), Employee and Spouse, Family) in force on the termination date or any other eligible coverage class. If an Employee acquires an additional Dependent during the termination period, that Dependent may be covered if added within thirty (30) days of re-employment.

- d. Board Members

School board members, defined by the Group as full-time Employees, are eligible to participate in this Benefit Plan.

#### 2. Retirees

A person meeting the definition of "Retiree" shall be eligible for coverage under this Benefit Plan.

- a. Retirees may not be covered as an Employee.
- b. Retirees are not eligible for coverage as Special Enrollees.
- c. Retirees are not eligible for re-enrollment after terminating existing Retiree coverage.

#### 3. Documented Dependents

- a. A Dependent of an eligible Employee or Retiree shall be eligible for Dependent coverage as of the later of the following dates:

- (1) The date the Employee or Retiree becomes eligible, or
- (2) The Date Acquired for the Employee or Retiree's Dependents.



b. The following written proof of relationship to the Employee or Retiree must be presented to the Plan Administrator, or representative designated by the Plan Administrator, for inspection and copying.

(1) Legal Spouse – A certified copy of the certificate of marriage, indicating date and place of marriage.

(2) Child or Children

(a) Natural or legally adopted Child or Children of Employee/Retiree – Certified copy of birth certificate listing Employee/Retiree as parent or certified copy of legal acknowledgment of paternity signed by the Employee/Retiree or certified copy of adoption decree naming Employee/Retiree as adoptive parent.

(b) Stepchild – Certified copy of certificate of marriage to Spouse and birth certificate or adoption decree listing Spouse as natural or adoptive parent.

(c) Child placed with Your family for adoption by agency adoption or irrevocable act of voluntary surrender for private adoption – Certified copy of adoption placement order showing date of placement or copy of signed and dated irrevocable act of voluntary surrender.

(d) Child for whom You have been granted court-ordered legal guardianship or court-ordered custody, – Certified copy of the signed court order granting legal guardianship or custody.

(e) A grandchild or Dependent of a Dependent of the Employee/Retiree whose parent is covered under the Plan as a Dependent, or a child for whom the Employee/Retiree has current provisional custody, which grandchild/child has not been adopted by the Employee/Retiree and for whom the Employee/Retiree has not obtained court-order legal guardianship/tutorship or court-ordered custody, provided the grandchild/child was enrolled as a Plan Participant and met the eligibility requirements of a “Child” as of December 31, 2015.

(f) Child age 26 or older who is incapable of self-sustaining employment and who was covered prior to and upon attainment of age 26 – Documentation as described in A.3.b.(2)(a-d) above, together with an application for continued coverage and supporting medical documentation which must be received by the Plan Administrator prior to the Child’s attainment of age 26, as well as additional medical documentation of Child’s continuing condition periodically upon request by the Plan Administrator.

(g) Medical Child Support Orders

A Dependent Child shall be enrolled for coverage under the Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN). An Employee who is not currently enrolled in the Plan may enroll to effect coverage for his Dependent(s) who are the subject of the QMCSO. A QMCSO is a state court order or judgment, including approval of a settlement agreement that:

(i) Provides for support of a covered Plan Participant’s Dependent Child;

(ii) Provides for healthcare coverage for that Dependent Child;

(iii) Is made under state domestic relations law (including a community property law);

(iv) Relates to Benefits under the Plan; and

(v) Is “qualified” in that it meets the technical requirements of applicable state law.

QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical Child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under the Plan for the Dependent Child of a non-custodial parent who is (or will become) a Plan Participant by a domestic relations order that provides for healthcare coverage.

- (3) Such other written proof of relationship to the Employee/Retiree deemed sufficient by the Plan Administrator.

## **B. Enrollment for Coverage**

An enrollment form must be completed within thirty (30) days of eligibility for coverage.

## **C. Available Classes of Coverage**

1. Employee Only coverage means coverage for the Employee only.
2. Employee and Spouse coverage means coverage for the Employee and his/her Spouse.
3. Employee and Child(ren) coverage means coverage for the Employee and one or more Dependents.
4. Family coverage means coverage for the Employee, his/her Spouse, and one or more Dependents.

## **D. Change of Classification**

1. Adding or Deleting Dependents

When a Dependent is added to the Employee's/Retiree's coverage as a result of a HIPAA Special Enrollment Event or deleted from the Employee's/Retiree's coverage consistent with a change in the Dependent's status, application made by an active Employee or Retiree shall be provided to the Plan Administrator. Application is required to be made within thirty (30) days of the HIPAA Special Enrollment Event or change in status unless otherwise specified in this Plan document or unless a longer application period is required by federal or state law. When a Dependent is added to or deleted from coverage during a designated enrollment period, application is required to be made as directed by the Plan Administrator for the designated enrollment period.

2. Change in Coverage

- a. When the addition of a Dependent as a result of a HIPAA Special Enrollment Event results in a change in classification, the change in classification will be effective on the date of the HIPAA Special Enrollment Event.
- b. When the addition of a Dependent changes the class of coverage, the additional premium will be charged for the entire month if the date of change occurs before the fifteenth (15<sup>th</sup>) day of the month. If the date of change occurs on or after the fifteenth (15<sup>th</sup>) day of the month, an additional premium will not be charged until the first day of the following month.

3. Notification of Change

It is the Plan Participant's responsibility to notify the Plan Administrator of any additions or deletions of a Dependent. If failure to notify is later determined, it will be corrected on the first (1<sup>st</sup>) day of the following month. **All premium collected will not be refunded.**

## **E. Effective Date of Coverage**

1. New Employee, Transferring Employee and FTE

Coverage for an Employee who completes the applicable enrollment form and agrees to make the required Employee contribution is effective as follows:

- a. For new full-time Employees: if employment begins on the first day of the month, coverage is effective the first day of the following month (for example, if hired on July 1st, coverage will begin on August 1st).
- b. For new full-time Employees: if employment begins on or after the second day of the month, coverage is effective the first day of the second month following employment (for example, if hired on July 15th, coverage will begin on September 1st).
- c. Employee coverage will not become effective unless the Employee completes an enrollment form within thirty (30) days following the date of employment. If completed after thirty (30) days following the date of employment, the Employee will have to wait to enroll until the next Annual Enrollment period or Special Enrollment period.
- d. An Employee who transfers employment to this Employer from another Participant Employer must complete a transfer form within thirty (30) days following the date of transfer in order to maintain coverage without interruption. If the Employee does not timely complete an enrollment form, the Employee will have to wait to enroll until the next Annual Enrollment period or Special Enrollment period.
- e. An Employee who is determined to be an FTE will be allowed to enroll in this Benefit Plan with coverage effective as required under Code Section 4980H, which is the first day of the Plan Year for those Employees determined to be FTEs during the standard determination period and which is no later than the thirteenth month of employment for those Employees determined to be FTEs during their initial measurement period.

## 2. Retiree

Retiree coverage will be effective on the first day of retirement, if the Retiree agrees to make and is making the required contributions. For purposes of eligibility, the date of retirement shall be the date the person is eligible to receive a retirement plan distribution. For example, if date of retirement is July 15<sup>th</sup>, Retiree coverage will begin August 1<sup>st</sup>; if date of retirement is August 1<sup>st</sup>, Retiree coverage will begin August 1<sup>st</sup>.

## 3. Documented Dependents of Employees

Coverage will be effective on the Date Acquired.

## 4. Documented Dependents of Retirees

Coverage will be effective on the first day of retirement if the Retiree and his Dependents were covered immediately prior to retirement. Coverage for Dependents of Retirees first becoming eligible for Dependent Coverage following the date of retirement will be effective on the Date Acquired.

## F. HIPAA Special Enrollment Events

Certain eligible persons may enroll by written application as provided by HIPAA under the following circumstances, terms, and conditions for special enrollments:

### 1. Loss of Other Coverage

- a. Special enrollment will be permitted for Employees or Dependents for whom the option to enroll for coverage was previously declined because such Employees or Dependents had other coverage which terminated due to:

- (1) Loss of eligibility through legal separation, divorce, annulment, termination of employment, reduction in hours, or death of the Spouse; or

- (2) Cessation of Employer contributions for the other coverage, unless the Employer's contributions were ceased for cause or for failure of the Employee or Dependent (as applicable) to make contributions; or
  - (3) The Employee or Dependent having had COBRA continuation of coverage under a group health plan, and the COBRA continuation of coverage has been exhausted, as provided in HIPAA; or
  - (4) Loss of eligibility due to termination of Medicaid or State Children's Health Insurance Program (SCHIP) coverage; or
  - (5) Eligibility for premium assistance subsidy under Medicaid or SCHIP.
- b. After-Acquired Dependents – Special enrollment will be permitted for eligible Employees or Dependents for whom the option to enroll for coverage was previously declined when the Employee acquires a new Dependent by marriage, birth, adoption, or placement for adoption.
  - c. A special enrollment application must be made within thirty (30) days of either the termination date of the prior coverage or the Date Acquired for new Dependents, or within sixty (60) days as identified in 1.a.(4) and 1.b. above.

## 2. Retirees Special Enrollment

Retirees will not be eligible for special enrollment, except under the following conditions:

- a. Retirement began on or after July 1, 1997; and
- b. The Retiree can document that Creditable Coverage was in force at the time of the election not to participate or continue participation in this Benefit Plan; and
- c. The Retiree can demonstrate that Creditable Coverage was maintained continuously from the time of the election until the time of requesting special enrollment; and
- d. The Retiree has exhausted all COBRA and/or other continuation rights and has made a formal request to enroll within thirty (30) days of the loss of other coverage; and
- e. The Retiree has lost eligibility to maintain other coverage through no fault of his/her own and has no other Creditable Coverage in effect.

## 3. Effective Date of Coverage for Special Enrollees:

The Effective Date of Coverage for Special Enrollees who timely enroll shall be:

- a. For loss of other coverage or marriage, date of loss of other coverage or date of marriage;
- b. For birth of a Dependent, the date of birth;
- c. For adoption, the date of adoption or placement for adoption.

## ARTICLE IV.

## BENEFITS

ANY BENEFIT LISTED IN THIS BENEFIT PLAN, WHICH IS NOT MANDATED BY STATE OR FEDERAL LAW, MAY BE DELETED OR REVISED ON THE SCHEDULE OF BENEFITS.

### A. Benefit Categories

1. Network Benefits (In-Network) – Benefits for Covered Services received from a Preferred Care Provider. When a Plan Participant receives care from a Network Provider, he will receive the highest level of Benefits on this Plan.
2. Non-Network Benefits (Out-of-Network) – Benefits for Covered Services received from a Provider who is not contracted with the Claims Administrator as a Preferred Care Provider. Participating Providers and Non-Participating Providers are not contracted with Our Preferred Care PPO Network. When a Plan Participant receives care from a Non-Network Provider, he will receive a lower level of Benefits on this Plan.

### B. Deductibles and Coinsurance

1. Subject to the Deductible Amounts shown in the Schedule of Benefits, the maximum limitations hereinafter provided, and other terms and provisions of this Benefit Plan, the Plan will provide Benefits in accordance with the Coinsurance percentage shown in the Schedule of Benefits toward Allowable Charges incurred for Covered Services by a Plan Participant during a Benefit Period. The following deductibles may apply to Benefits provided by this Plan. Deductibles will accrue to the Out-of-Pocket Amount.
  - a. Individual Deductible Amount: The dollar amount, as shown in the Schedule of Benefits, of charges for Covered Services that the Plan Participant must pay within a Benefit Period before the Plan starts paying Benefits. A separate Deductible Amount may apply to certain Covered Services if shown as applicable in the Schedule of Benefits.
  - b. Family Deductible: For Plan Participants in a class of coverage with more than one Plan Participant, no more than the amount shown in the Schedule of Benefits is required to satisfy the Benefit Period Deductible Amount. Once a family has met its Family Deductible Amount, this Benefit Plan starts paying Benefits for all Plan Participants of the family, regardless of whether each family Plan Participant has met the Individual Deductible. No Plan Participant may contribute more than the Individual Deductible Amount to satisfy the aggregate amount required of a family. Family Deductibles may apply to other types of Deductibles described in this Benefit Plan. Only Individual Deductible Amounts accrue to the Family Deductible Amount.
  - c. Prescription Drug Deductible Amount: The dollar amount, as shown in the Schedule of Benefits, which each Plan Participant must pay within a Benefit Period prior to paying any applicable Prescription Drug Copayment.
2. The Coinsurance percentage is shown on the Schedule of Benefits for a Covered Service. The Plan Participant must first pay any applicable Deductible Amount before the Coinsurance percentage. After any applicable Deductible Amount has been met, and subject to the maximum limitations and other terms and provisions of this Benefit Plan, the Plan will provide Benefits in the Coinsurance percentages shown in the Schedule of Benefits toward Allowable Charges for Covered Services. The actual payment to a Provider or payment to the Plan Participant satisfies the Plan Sponsor's obligation to provide Benefits under this Benefit Plan.
3. This Benefit Plan does not provide a fourth-quarter Deductible carryover for charges incurred for Covered Services incurred during the months of October, November and December.
4. The Claims Administrator will apply the Plan Participant's Claims to the Deductible Amount in the order in which Claims are received and processed. It is possible that one Provider may collect the Deductible Amount from the Plan Participant, then when the Plan Participant receives Covered Services from another Provider, that Provider also collects the Plan Participant's Deductible Amount. This generally

occurs when the Plan Participant's Claims have not been received and processed by the Claims Administrator. The Claims Administrator's system will only show the Deductible Amount of Claims that have been processed. Therefore, the Plan Participant may need to pay toward the Deductible Amount until his Claims are submitted and processed, showing that the Deductible Amount has been met. If the Plan Participant overpays his Deductible Amount, he is entitled to receive a refund from the Provider in which the overpayment was made.

5. Under certain circumstances, if the Plan pays the healthcare provider amounts that are the Plan Participant's responsibility such as Deductibles, Copayments or Coinsurance, the Plan may collect such amounts directly from You.

### **C. Copayment Services**

The Plan Participant must pay a Copayment each time applicable Covered Services are rendered, until the Plan Participant meets his Out-of-Pocket Amount. Copayments apply to Network Providers only, as shown on the Schedule of Benefits.

1. The office visit Copayment means Outpatient services when rendered in the office or clinic of a Preferred Provider who is a Physician, Osteopath or other Network Provider shown in the Schedule of Benefits.

Examples of Covered Services subject to Copayments:

- a. office visit charges;
  - b. consultation; and/or
  - c. injections (except allergy injections).
2. Copayment services do not include the following services and/or supplies. The following services and/or supplies are subject to the Deductible Amount and applicable Coinsurance percentage shown in the Schedule of Benefits:
    - a. allergy testing;
    - b. allergy injections;
    - c. Physical Therapy;
    - d. Prescription Drugs administered in a Provider's office; and/or
    - e. medical and surgical supplies.

### **D. Out-of-Pocket Amount**

1. After the Plan Participant has met the Out-of-Pocket Amount, as shown in the Schedule of Benefits, the Plan will pay one hundred percent (100%) of the Allowable Charges for Covered Services for all covered family members for the remainder of the Benefit Period.
2. The following accrues to the Out-of-Pocket Amount of this Benefit Plan:
  - a. Deductible Amounts;
  - b. Coinsurance; and
  - c. Copayments.
3. The following do not accrue to the Out-of-Pocket Amount of this Benefit Plan:

- a. any charges in excess of the Allowable Charge;
- b. any penalties the Plan Participant or Provider must pay;
- c. charges for non-Covered services; and
- d. any other amounts paid by the Plan Participant other than Deductibles, Coinsurance and Copayments.

## **ARTICLE V. HOSPITAL BENEFITS**

All Admissions (including, but not limited to, elective or non-emergency, Emergency, Pregnancy Care, Mental Health and substance use disorder Admissions) must be Authorized as outlined in the Care Management Article of this Benefit Plan. In addition, at regular intervals during the Inpatient stay, the Claims Administrator will perform a Concurrent Review to determine the appropriateness of continued hospitalization as well as the level of care.

The Plan Participant must pay any Deductible Amount, Copayment, and any Coinsurance percentages shown in the Schedule of Benefits. The following services furnished to a Plan Participant by a Hospital are covered.

If a Plan Participant receives services from a Physician in a hospital-based clinic, the Plan Participant may be subject to charges from the Physician and/or clinic as well as the facility.

### **A. Inpatient Bed, Board and General Nursing Service**

1. Hospital room and board and general nursing services;
2. In a Special Care Unit for a critically ill Plan Participant requiring an intensive level of care; and
3. In a Skilled Nursing Facility or Unit or while receiving skilled nursing services in a Hospital or other facility approved by Us.

### **B. Other Hospital Services (Inpatient and Outpatient)**

1. Use of operating, delivery, recovery and treatment rooms and equipment;
2. Drugs and medicines including take-home Prescription Drugs;
3. Blood transfusions, including the cost of whole blood, blood plasma and expanders, processing charges, administrative charges, equipment and supplies;
4. Anesthesia, anesthesia supplies and anesthesia services rendered by a Hospital employee;
5. Medical and surgical supplies, casts, and splints;
6. Diagnostic Services rendered by a Hospital employee;
7. Physical Therapy provided by a Hospital employee; and
8. Psychological testing ordered by the attending Physician and performed by a Hospital employee.

### **C. Pre-Admission Testing Benefits**

1. Benefits will be provided for the Outpatient facility charge and associated professional fees for Diagnostic Services rendered within seventy-two (72) hours of a scheduled procedure performed at an Inpatient or Outpatient Facility.

## ARTICLE VI.

## MEDICAL AND SURGICAL BENEFITS

Benefits for the following medical and surgical services are available and may require Authorization. See the Schedule of Benefits and the Care Management Article to determine which services require Authorization. The Plan Participant must pay any applicable Deductible Amounts, Copayments and Coinsurance percentages shown in the Schedule of Benefits.

### A. Surgical Services

#### 1. Surgery

- a. The Allowable Charge for Inpatient and Outpatient Surgery includes all pre-operative and post-operative medical visits. The pre-operative and post-operative period is defined and determined by the Plan and is that period of time which is appropriate as routine care for the particular surgical procedure.
- b. When performed in the Physician's office, the Allowable Charge for the Surgery includes the office visit. No additional Benefits are allowed toward charges for office visits on the same day as the Surgery.

#### 2. Multiple medical or surgical Services - When Medically Necessary multiple services (concurrent, successive, or other multiple medical or Surgical services) are performed at the same surgical encounter, Benefits will be paid as follows:

##### a. Primary Service

- (1) The primary or major service will be determined by the Claims Administrator.
- (2) Benefits for the primary service will be based on the Allowable Charge.

##### b. Secondary Service

A secondary service is a service performed in addition to the primary service as determined by the Claims Administrator. The Allowable Charge for any secondary service will be based on a percentage of the Allowable Charge that would be applied had the secondary service been the primary service.

##### c. Incidental Service

- (1) An incidental service is one carried out at the same time as a primary service as determined by the Claims Administrator.
- (2) Covered incidental service(s) are not reimbursed separately. The Allowable Charge for the primary service includes coverage for any incidental services. If the primary service is not covered, any incidental services will not be covered.

##### d. Unbundled Services

- (1) Unbundling occurs when two (2) or more service codes are used to describe a medical or Surgical service performed when a single, more comprehensive service code exists that accurately describes the entire medical or Surgical service performed. The unbundled services are considered included in the proper comprehensive procedure code as determined by the Claims Administrator.
- (2) The Allowable Charge of the comprehensive service code includes the charge for the unbundled services. The Plan will provide Benefits according to the proper comprehensive service code, as determined by the Claims Administrator.

##### e. Mutually Exclusive Services



- (1) Mutually exclusive services are two (2) or more services that usually are not performed at the same operative session or encounter on the same patient, on the same date of service, and for which separate billings are made. Mutually exclusive services may also include different service code descriptions for the same type of services in which the Physician should be submitting only one (1) of the codes. One or more of the duplicative services is not reimbursable as it should be reimbursed only one time.
- (2) The Allowable Charge includes all services performed at the same encounter. Any and all services which are not considered Medically Necessary will not be covered.

### 3. Assistant Surgeon

An assistant surgeon is a Physician licensed physician assistant, certified registered nurse first assistant (CRNFA), registered nurse first assistant (RNFA) or certified nurse practitioner. Coverage for an assistant surgeon is provided only if the use of an assistant surgeon is required with reference to nationally established guidelines. The Allowable Charge for the assistant surgeon is based on a percentage of the fee paid to the primary surgeon.

### 4. Anesthesia

- a. General anesthesia services are covered when requested by the operating Physician and performed by a certified registered nurse anesthetist (CRNA) or Physician, other than the operating Physician or the assistant surgeon, for covered surgical services. Coverage is also provided for other forms of anesthesia services as defined by the Plan and approved by the Claims Administrator. Medical direction or supervision of anesthesia administration includes pre-operative, operative and post-operative anesthesia administration care.
- b. Anesthetic or sedation procedures performed by the operating Physician, his assistant surgeon, or an advanced practice registered nurse will be covered as a part of the surgical or diagnostic procedure unless the Claims Administrator determines otherwise.
- c. Benefits for anesthesia will be determined by applying the Coinsurance to the Allowable Charge based on the primary surgical procedure performed. Benefits are available for the anesthesiologist or CRNA who performs the service. When an anesthesiologist medically directs or supervises the CRNA, payment may be divided between the medical direction or supervision and administration of anesthesia, when billed separately.

### 5. Second Surgical Opinion

Benefits will be provided for Consultation and directly related Diagnostic Services to confirm the need for elective Surgery. The second or third opinion consultant must not be the Physician who first recommended elective Surgery. A second or third opinion is not mandatory in order to receive Benefits.

## **B. Inpatient Medical Services**

Subject to provisions in the sections for Surgery and Pregnancy Care, Inpatient Medical Services include:

1. Inpatient medical care visits;
2. Concurrent Care; and
3. Consultation (as defined in this Benefit Plan).

## **C. Outpatient Medical Services and Surgical Services**

1. Home, office, and other Outpatient visits for examination, diagnosis, and treatment of an illness or injury. Benefits for Outpatient medical services do not include separate payments for routine pre-operative and post-operative medical visits for Surgery or Pregnancy Care.

2. Consultation (as defined in this Benefit Plan);
3. Diagnostic Services;
4. Services of an Ambulatory Surgical Center; and
5. Services of an Urgent Care Center.

#### **D. Expanded Medical and Surgical Benefits**

The Plan may provide coverage to Plan Participants above and beyond the Benefits stated in this Benefit Plan when, in Plan Sponsor's discretion, it determines that a disaster, state of emergency or other event may disrupt or seriously threaten to disrupt healthcare or other services provided for under this Benefit Plan.

### **ARTICLE VII. PRESCRIPTION DRUG BENEFITS**

- A. Coverage is available for Prescription Drugs as shown in the Schedule of Benefits. The Prescription Drugs must be dispensed on or after the Plan Participant's Effective Date by a licensed pharmacist or a pharmacy technician under the direction of a licensed pharmacist, upon the prescription of a Physician or an Allied Health Professional who is licensed to prescribe drugs. Benefits are based on the Allowable Charge and only those Prescription Drugs that the Claims Administrator determines are Medically Necessary will be covered. Certain Prescription Drugs may be subject to Step Therapy or require prior Authorization as shown in the Schedule of Benefits.
- B. Some pharmacies have contracted with the Claims Administrator or with the Claims Administrator's Pharmacy Benefit Manager to accept a negotiated amount as payment in full for the covered Prescription Drugs that they dispense. These pharmacies are "Participating Pharmacies." Benefits are based on the Allowable Charge as determined by the Claims Administrator. The Allowable Charge for covered Prescription Drugs purchased from Participating Pharmacies may be based on the amount the Claims Administrator pays its Pharmacy Benefit Manager or the amount the Claims Administrator negotiates with the Plan. Those applicable amounts are used by the Claims Administrator to base the Plan's payment for a Plan Participant's Covered Prescription Drugs and the amount that a Plan Participant must pay for covered Prescription Drugs.

To obtain contact information for the contracted specialty pharmacy, the Plan Participant should contact the Claims Administrator or the Claims Administrator's Pharmacy Benefit Manager at the telephone number indicated on His ID card.

- C. The Plan Participant should present his ID card to the pharmacist when purchasing covered Prescription Drugs at a Participating Pharmacy. The Prescription Drug Deductible, as shown on the Schedule of Benefits, must be satisfied before any Copayment will apply. If the Plan Participant has not met his Prescription Drug Deductible, the Participating Pharmacy may collect one hundred percent (100%) of the discounted costs of the drug at the point of sale. If the Plan Participant has met his Prescription Drug Deductible, he will pay the Copayment amount shown on the Schedule of Benefits. The Participating Pharmacy will electronically submit the claim for the Plan Participant.
- D. Prescription Drug Formulary

This Benefit Plan uses a closed Prescription Drug Formulary. A Prescription Drug Formulary is a list of Prescription Drugs covered under this Benefit Plan. Within the Prescription Drug Formulary, drugs are placed on different tiers which represent varying cost share amounts. In general, Prescription Drugs on lower tiers will cost the Plan Participant less than drugs on higher tiers. For covered drugs that are listed on the formulary, the Claims Administrator's Drug Utilization Management Program, more fully described in the section below, may apply.

Information about the formulary is available to Plan Participants in several ways. Most Plan Participants receive information by accessing the pharmacy section of the Claims Administrator's website, [www.bcbsla.com/pharmacy](http://www.bcbsla.com/pharmacy) or request a copy by mail by calling the pharmacy Benefit manager at the telephone number indicated on the Plan Participant's ID card.

Plan Participants may also contact the Claims Administrator at the telephone number on their ID card to ask whether a specific drug is included in the formulary. If a Prescription Drug is on the Prescription Drug Formulary, this does not guarantee that the Plan Participant's prescribing healthcare Provider will prescribe the drug for a particular medical condition or Mental Illness.

A closed formulary means that selected Brand-Name Drugs, Generic Drugs, and Specialty Drugs when listed on the formulary are covered. Drugs that are not listed on the closed formulary, also called non-formulary drugs, are not covered.

For Prescription Drugs that are not included in the Prescription Drug Formulary, there is a drug review process. This process allows the Plan Participant's prescribing healthcare Provider to ask for a drug review from the Claims Administrator. This request must be based on Medical Necessity. If the request is approved, the Plan Participant will receive coverage for the drug that is not on the Prescription Drug Formulary. If the drug review request is not approved, the Plan Participant may file an internal or external drug review request to the Claims Administrator.

1. The Prescription Drug Deductible, as shown on the Schedule of Benefits, must be satisfied before any Copayment will apply. The Plan Participant may be required to pay a different Copayment for drugs on different tiers. The Plan Participant may be required to pay a different Copayment depending on whether the Plan Participant's Prescription Drugs are purchased at retail or through the mail. Prescription Drugs may be subject to quantity limitations.
  2. The Prescription Drug Copayment is based on the following tier classifications shown in the Schedule of Benefits. Tier placement is based on Our evaluation of a particular medication's clinical efficacy, safety, cost, and pharmacoeconomic factors. The Plan Participant may call customer service or go to [www.bcbsla.com/pharmacy](http://www.bcbsla.com/pharmacy) to identify the tier classification of Prescription Drugs.
    - a. Tier 1 – Value Drug: primarily Generic Drugs, although some Brand-Name Drugs may fall into this category.
    - b. Tier 2 – Brand Name Drugs
    - c. Tier 3 – Primarily Brand-Name Drugs that may have a therapeutic alternative that is in Tier 1 or Tier 2, although some Generic Drugs may fall into this category.
    - d. Tier 4 – Specialty Drug: High-cost Brand-Name Drugs or Generic Drugs that are identified as Specialty Drugs.
- E. The Claims Administrator's Prescription Drug Utilization Management Program features a set of closely aligned programs that are designed to promote Plan Participant safety, appropriate and cost effective use of medications, and monitor health care quality. Examples of these programs include:
1. Prior Authorization – As part of the Prescription Drug Utilization Management program, Plan Participants and/or Physicians must request and receive prior Authorization for certain Prescription Drugs and supplies in order to access Prescription Drug Benefits. The Schedule of Benefits contains a list of categories of Prescription Drugs that require prior Authorization. However, this list may change from time to time. The list of categories of Prescription Drugs that require prior Authorization is available for viewing at [www.bcbsla.com/pharmacy](http://www.bcbsla.com/pharmacy) or by calling the customer service telephone number on the Plan Participant's ID card. If the Prescription Drug requires prior Authorization, the Plan Participant's Physician must call the medical Authorization telephone number on the Plan Participant's ID card to obtain the Authorization. Failure to obtain an Authorization may result in Benefits being denied if the Prescription Drug is later determined not to be Medically Necessary.
  2. Safety checks – Before the Plan Participant's prescription is filled, the Claims Administrator's pharmacy benefit manager or the Claims Administrator performs quality and safety checks for usage precautions, drug duplication, and frequency of refills (e.g. refill prior to seventy-five (75%) day supply used).

3. Quantity Per Dispensing Limits/Allowances – Prescription Drugs selected by the Claims Administrator are subject to quantity limits per day supply, per dispensing event, or any combination thereof. Quantity per Dispensing Limits/Allowances are based on the following:
  - (a) the manufacturer’s recommended dosage and duration of therapy;
  - (b) common usage for episodic or intermittent treatment;
  - (c) FDA-approved recommendations and/or clinical studies; or
  - (d) as determined by the Plan.
4. Step Therapy – Certain drugs and/or drug classes are subject to Step Therapy. In some cases, the Plan Participant may be required to first try one or more Prescription Drugs to treat a medical condition before the Plan will cover another Prescription Drug for that condition. For example, if Drug A and Drug B both treat the Plan Participant’s medical condition, the Plan Participant’s Physician may be required to prescribe Drug A first. If Drug A does not work for the Plan Participant, then the Plan will cover a prescription written for Drug B. However, if the Plan Participant’s physician’s request for a Step B drug does not meet the necessary criteria to start a Step B drug without first trying a Step A drug, or if the Plan Participant chooses a Step B Drug included in the Step Therapy program without first trying a Step A alternative, he will be responsible for the full cost of the drug.

- F. Select diabetic supplies, including but not limited to, necessary continuous glucose monitors and associated supplies, insulin syringes and test strips are covered under the Prescription Drug Benefit.
- G. When a Plan Participant purchases covered Prescription Drugs from a pharmacy that has not contracted with the Claims Administrator or with the Claims Administrator’s Pharmacy Benefit Manager or the Plan Participant has filed a paper Claim with the Claims Administrator or its Pharmacy Benefit Manager, the Allowable Charge is the amount the Claims Administrator pays its Pharmacy Benefit Manager or the amount the Claims Administrator negotiates with the Plan.

Prescription Drugs purchased outside of the United States must be the equivalent to drugs that by Federal law of the United States require a prescription. For covered Prescription Drugs and supplies purchased outside of the United States, the Plan Participant should submit Claims on the Claims Administrator’s Prescription Drug claim form. For information on how to file Claims for foreign Prescription Drug purchases, the Plan Participant should contact the Claims Administrator or the Claims Administrator’s pharmacy benefit manager at the telephone number indicated on his ID card.

- H. As part of the Claims Administrator’s administration of Prescription Drug Benefits, the Claims Administrator may disclose information about the Plan Participant’s Prescription Drug utilization, including the names of the Plan Participant’s prescribing Physicians, to any treating Physicians or dispensing pharmacies.

The Plan shall receive one hundred percent (100%) of savings realized by the Claims Administrator under their cost containment programs that are attributable to Claims under the Plan, through billing of actual payments for Claims made under these programs.

**ARTICLE VIII.**

**PREVENTIVE OR WELLNESS CARE**

Preventive and Wellness Care services are covered unless otherwise noted in the service description. New services are also covered when required by law.

This Benefit Plan covers services recommended by the United States Preventive Services Task Force (receiving grades of A or B), the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, and the Health Resources and Services Administration. The list of covered services changes from time to time. New Preventive or Wellness Care services usually become covered within one year from the date recommended. To check the current list of recommended services, visit the United States Department of Health and Human Services' website at: <https://www.healthcare.gov/preventive-care-benefits/> or contact Our customer service department at the telephone number on your ID card.

**A. Preventive or Wellness Care Benefits**

1. Network Benefits – Covered in full, no Deductible, Copayments or Coinsurance applied.
2. Non-Network Benefits – Covered subject to the Deductible and Coinsurance amounts shown on the Schedule of Benefits.

**B. COVID-19 Services**

Approved diagnostic tests, antibody tests, and antiviral drugs that are ordered by a Plan Participant's Physician for the purpose of making clinical decisions or treating a Plan Participant suspected of having COVID-19 are covered under this Plan. When a Plan Participant receives these services from a Network or Non-Network Provider, Benefits will be covered, up to the Network allowable, at no cost when required by applicable federal law. Non-Network Providers may balance bill the Plan Participant up to their full-billed charge. Balance bills do not apply to the Out-of-Pocket Maximum. When not required by applicable law to be covered at no cost to a Plan Participant, this Plan may pay according to the Contract Benefits, subject to applicable Copayments, Deductible amounts and Coinsurance, as shown on the Schedule of Benefits for Network or Non-Network Providers.

The approved diagnostic tests and antibody tests do not include a test used for employment-related or public health surveillance testing and, regardless of medical necessity, any COVID-19 diagnostic tests or antibody tests for those purposes are excluded from coverage."

**C. The following Preventive or Wellness Care services are available to a Plan Participant**

PREVENTIVE OR WELLNESS CARE SERVICES	AGE / CRITERIA
<b>EXAMINATIONS AND TESTING – ALL ADULTS</b>	
Routine Wellness Physical Examination – Routine wellness diagnostic tests ordered by Physician (a urinalysis, complete blood count (CBC), serum chemistries, calcium, potassium, cholesterol and blood sugar levels). Limited to one (1) per Benefit Period.  High-Tech Imaging services such as an MRI, MRA, CT scan, PET scan, and nuclear cardiology are not covered under this Preventive or Wellness Benefit but may be covered under standard Benefits.	All Ages

<p>Colorectal Cancer Screening –</p> <ul style="list-style-type: none"> <li>• Fecal immunochemical test for blood (FIT): One (1) per Benefit Period</li> <li>• Flexible sigmoidoscopy: One (1) every five (5) years</li> <li>• Colonoscopy: One (1) every ten (10) years</li> <li>• Physician prescribed colonoscopy preparation medications: Limit of two (2) prescriptions for selected generic drugs.</li> <li>• Cologuard DNA Testing: One (1) per Benefit Period</li> <li>• Computed Tomographic (CT) Colonography: One (1) every five (5) years</li> </ul> <p>Any additional screenings will be subject to Deductible Amounts and Coinsurance shown in the Schedule of Benefits. Services deemed Investigational are not covered</p>	<p>Ages 45 – 75</p>
<b>IMMUNIZATIONS – ALL ADULTS</b>	
<p>Immunizations recommended by Physician</p>	<p>All Ages</p>
<p>Seasonal Flu and H1N1 Immunizations</p>	<p>All Ages</p>
<b>SCREENINGS, COUNSELING AND SUPPLEMENTS – ALL ADULTS</b>	
<p>Aspirin Counseling for Prevention of Cardiovascular Disease and Colorectal Cancer</p>	<p>Men: Ages 50 – 59 Women: Ages 50 – 59</p>
<p>Blood Pressure Screening</p> <ul style="list-style-type: none"> <li>• Office Blood Pressure Monitoring</li> <li>• Ambulatory Blood Pressure Monitoring (ABPM)</li> <li>• Home Blood Pressure Monitoring (HBPM)</li> </ul> <p>One (1) per Benefit Period for services listed above.</p> <ul style="list-style-type: none"> <li>• Annual Blood Pressure Screening</li> </ul>	<p>Ages 18 and older.</p> <p>40 years or older and those at increased risk for high blood pressure.</p>
<p>Cardiovascular Disease Counseling</p>	<p>Adults with cardiovascular disease risk factors</p>
<p>Cholesterol Screening</p>	<p>Men: Ages 20 – 35 if at risk; or 35 and older Women: Ages 20 – 45 if at risk; or 45 and older</p>

Depression Screening	All Ages
Diet Counseling	Adults with hyperlipidemia and other risk factors
Fall Prevention Intervention	Ages 65 and older
Generic low-to-moderate dose statins	40–75 years with no history of CVD, 1 or more CVD risk factors, and a calculated 10-year CVD event risk of 10% or greater
Generic/Single Source Brand Prescription and Over-the-Counter Smoking Cessation Products: Limit 180 days per calendar year	Ages 18 and older
Hepatitis B Screening	High risk adults
Hepatitis C Screening	Adults: Ages 18 – 79 years
HIV Screening and Counseling	Ages 15 – 65; younger or older if at increased risk
Lung Cancer Screening	Ages 50 – 80 (per guidelines for smoking history)
Obesity Screening and Counseling: Twenty-Four (24) per Benefit Period. Must use Network Provider to obtain Benefit.	Adults with a body mass index higher than 30 kg/m <sup>2</sup>
Preexposure Prophylaxis (PrEP) for HIV Prevention	Persons at high risk of HIV acquisition
Sexually Transmitted Infections Counseling	Sexually active adults at increased risk
Skin Cancer Screening	Ages 6 months – 24 years
Syphilis Screening	Adults at increased risk

Tobacco Use Screening and Counseling	All ages
Latent Tuberculosis infection (LTBI) screening	Asymptomatic adults 18 years and older at increased risk for infection
Prediabetes and Type 2 Diabetes Screening	Ages 35 – 70 years who are overweight or obese
Unhealthy Alcohol Use Screening and Counseling	Adults: Ages 18 and older
Unhealthy Drug Use Screening	Adults: Ages 18 and older
<b>COVERED SERVICES FOR FEMALES</b>	
Contraceptives – All Food and Drug Administration approved methods, as prescribed by a Physician	Women with reproductive capacity
Anxiety Screening	Women and adolescent females
BRCA 1 & BRCA 2 Genetic Testing – Screening and Counseling	Women with family history of risk (per guidelines)
Breast Cancer Chemoprevention Counseling	Women at risk for breast cancer
Chlamydia Infection Screening	Women, including pregnant persons, ages 24 and younger who are sexually active; older if at increased risk
Generic Folic Acid Supplements (Prescription Drug Benefit) – 0.4mg to 0.8mg/day	Women who are planning or capable of pregnancy: Ages 15 – 44
Gonorrhea Screening	Women, including pregnant persons, ages 24 and younger who are sexually active; older if at increased risk
Human Papillomavirus (HPV) DNA testing – Limit of one (1) every five (5) years. Testing may be completed alone or in conjunction with a routine pap smear.	Ages 30 – 65 years



Intimate Partner Violence Screening and Counseling	Ages 14 – 50
<p>Mammography Examination, including Breast Ultrasound</p> <ul style="list-style-type: none"> <li>• Annual Mammogram for women with hereditary susceptibility or prior chest wall radiation</li> <li>• One baseline Mammogram</li> <li>• Annual Mammogram and access to supplemental imaging (Breast MRI) upon recommendation of Physician for women with &gt;20% predicted lifetime risk</li> <li>• Annual Mammogram and Supplemental Imaging (breast ultrasound, then Breast MRI if breast ultrasound is inconclusive) if recommended by Physician for women with C and D breast density</li> </ul> <p>A breast ultrasound may be completed alone or in conjunction with a mammogram. See below for details on coverage of Breast MRIs.</p>	<p>Age 30+</p> <p>Ages 35 – 39</p> <p>Age 35+</p> <p>Age 40+</p>
<p>Breast MRIs</p> <ul style="list-style-type: none"> <li>• Annual Breast MRI for women with hereditary susceptibility or prior chest wall radiation</li> <li>• Access to supplemental imaging (Breast MRI) upon recommendation of physician for women with &gt;20% predicted lifetime risk</li> <li>• Supplemental imaging (Breast MRI if breast ultrasound is inconclusive if recommended by Physician for women with C and D breast density</li> <li>• Annual Breast MRI if recommended by Physician for women with prior history of breast cancer under 50 years of age</li> <li>• Annual Breast MRI if recommended by Physician for women with prior history of breast cancer at any age with C and D breast density</li> </ul> <p>Benefits will not be paid at one hundred percent (100%). The Deductible Amount, if applicable, will be waived. All other MRIs payable same as High-Tech Imaging Services. Prior Authorization may be required if shown in the Schedule of Benefits.</p>	<p>Age 25+</p> <p>Age 35+</p> <p>Age 40+</p>
Medications for Risk Reduction of Primary Breast Cancer	Asymptomatic Women: Ages 35 years or older without a prior diagnosis of breast cancer and who are at increased risk for breast cancer
<p>Osteoporosis Screening:</p> <ul style="list-style-type: none"> <li>• One (1) per Benefit Period</li> <li>• One (1) every two (2) years</li> </ul>	<p>Ages 65 or older</p> <p>Younger postmenopausal women at risk (per guidelines)</p>

Permanent Sterilization Method	Women with reproductive capacity
Routine Gynecologist or Obstetrician Visits	As age and developmentally appropriate
Routine Pap Smear – One (1) per Benefit Period	All Ages
Sexually Transmitted Infections Counseling	Sexually active women
Urinary Incontinence Screening – Annually	Impacts activities of life of women
Violence and Domestic Abuse Counseling – Annually	Women and adolescent females
<b>COVERED SERVICES FOR PREGNANT FEMALES</b>	
Aspirin – 81mg for prevention of preeclampsia, generic over-the-counter, (Prescription Drug Benefit)	Ages 54 or younger after 12 weeks of gestation
Anemia Screening	During pregnancy
Anxiety Screening	During pregnancy or the postpartum period
Bacteriuria Screening	During 12 – 16 weeks of gestation or at first prenatal visit
Breast Feeding Intervention	During pregnancy and after birth
Counseling for Healthy Weight & Weight Gain in Pregnancy	During Pregnancy
Diabetes After Pregnancy Screening  Initial testing should ideally occur within the first year postpartum.	During the postpartum period for women with a history of gestational diabetes who are not currently pregnant and have not been previously diagnosed with type 2 diabetes

Electric and Manual Breast Pumps	During the postpartum period
Gestational Diabetes Testing and Screening	Asymptomatic pregnant women after 24 weeks of gestation
Hepatitis B Screening	During first prenatal visit
Lactation Counseling	During pregnancy and after each birth
Lactation Supplies for Machine Use Only Limit of eight (8) boxes for milk storage bags per Benefit Period.	During the postpartum period
Perinatal Depression Prevention: eighteen (18) counseling visits per Benefit Period	During pregnancy and up to 1 (one) year postpartum for women who do not have a current diagnosis of depression but are at increased risk
Preeclampsia Screening	Throughout the pregnancy
Rh Incompatibility Screening	Pregnant women during 24 – 28 weeks of gestation if at risk or at first prenatal visit
Syphilis Screening	During pregnancy
Tobacco Use Screening and Interventions, with Expanded Counseling	During pregnancy
<b>COVERED SERVICES FOR MALES</b>	
Abdominal Aortic Aneurysm Screening: One-time (1) Screening	Men who have smoked: Ages 65 – 75

<p>Prostate Cancer Screening</p> <ul style="list-style-type: none"> <li>• Routine digital rectal exam: One (1) per Benefit Period</li> <li>• Prostate Specific Antigen (PSA) test: One (1) per Benefit Period</li> <li>• Second visit: For follow-up treatment within 60 days after the visit if it is related to a condition that is diagnosed or treated during the visit and recommended by a doctor</li> </ul>	<p>Ages 50 and older or as recommended by doctor for ages 40 – 49</p> <p>Ages 50 and older or as recommended by a doctor for ages 40 – 69</p> <p>Older than 40 years</p>
<b>COVERED SERVICES FOR CHILDREN &amp; ADOLESCENTS</b>	
<p>Routine Wellness Physical Examination – Routine wellness diagnostic tests ordered by Physician (a urinalysis, complete blood count (CBC), serum chemistries, calcium, potassium, cholesterol and blood sugar levels). Limited to one (1) per Benefit Period.</p> <p>High-Tech Imaging services such as an MRI, MRA, CT scan, PET scan and nuclear cardiology are not covered under this Preventive or Wellness Benefit but may be covered under standard Benefits.</p>	All Ages
Well baby care	As recommended by physician for developmental milestones
Immunizations recommended by Physician	All Ages
Seasonal Flu and H1N1 Immunizations	All Ages
Alcohol and Drug Use Assessments	Ages 11 – 21
Anxiety Screening	Women and adolescent females
Autism Screening	Ages 1 – 2
Behavioral Assessments	Ages 0 – 21
Blood Pressure Screening	Ages 0 - 17
Cervical Dysplasia Screening	Adolescent Girls: Ages 11 - 21

Chlamydia Infection Screening	Ages 24, including pregnant persons, and younger who are sexually active
Congenital Hypothyroidism Screening	Newborns
Depression Screening	Ages 12 – 18
Developmental Screening	Varied Intervals: Ages 0 – 3
Dyslipidemia Screening	Varied intervals beginning at 24 months
Fluoride Chemoprevention Supplements	Ages 6 months – 16 years
Gonorrhea Prophylactic Ocular Medication	Newborns
Gonorrhea Screening	Ages 24 and younger, including pregnant persons, who are sexually active
Hearing Screening: One (1) per Benefit Period.	Ages 0 – 21
Height, Weight and Body Mass Index Measurements	Ages 2 – 21
Hematocrit or Hemoglobin Screening	Varied intervals: Ages 4 months – 21 years
Hepatitis B Screening	High risk adolescents
HIV Screening and Counseling	Adolescents
Intimate Partner Violence Screening and Counseling	Ages 14 - 50
Lead Screening: One (1) per Benefit Period	Ages 0 – 6
Obesity Screening and Counseling	Ages 3 - 18

Oral Health Assessment	Varied intervals between 6 months – 6 years
Phenylketonuria (PKU)	Newborns
Preexposure Prophylaxis (PrEP) for HIV Prevention	Persons at high risk of HIV acquisition
Sexually Transmitted Infections Counseling	Sexually active adolescents
Sickle Cell Screening	Newborns
Skin Cancer Counseling	Ages 6 Months – 24 years
Tobacco Use Screening and Counseling	School-aged children and adolescents
Tuberculosis Screening: One (1) per Benefit Period	Ages 0 – 21
Violence and domestic abuse counseling	As needed
Vision Screening: One (1) per Benefit Period	Ages 0 – 21

**ARTICLE IX. MENTAL HEALTH BENEFITS**

- A. Benefits for the treatment of Mental Health are available. Treatment must be rendered by a Doctor of Medicine, Doctor of Osteopathy, or an Allied Health Professional. Benefits for treatment of Mental Health do not include counseling services such as career counseling, marriage counseling, divorce counseling, grief counseling parental counseling and employment counseling.
- B. Plan Participants who have not yet reached their seventeenth (17<sup>th</sup>) birthday are eligible for Applied Behavior Analysis when the Claims Administrator Authorizes it for treatment of Autism Spectrum Disorders. Applied Behavior Analysis must be rendered by an appropriately licensed behavior analyst or certified assistant behavior analyst.

**ARTICLE X. SUBSTANCE USE DISORDER BENEFITS**

Benefits for treatment of substance use disorder are available. Covered Services will be only those which are for treatment for misuse of alcohol, drugs or other chemicals and the resultant physiological and/or psychological dependency which develops with continued use. Treatment must be rendered by a Doctor of Medicine, Doctor of Osteopathy, or an Allied Health Professional.

## **ARTICLE XI.**

### **ORAL SURGERY BENEFITS**

For Oral Surgery Benefits, Providers in the Preferred Care Network, the United Concordia Dental Network (Advantage Plus) or Blue Cross and Blue Shield of Louisiana's dental network are considered Network Providers. Access these Networks online at [www.bcbsla.com](http://www.bcbsla.com), or call the customer service telephone number on Your ID card for copies of the directories. Coverage is provided only for the following services or procedures:

- A. Excision of tumors or cysts (excluding odontogenic cysts) of the jaws, gums, cheeks, lips, tongue, roof and floor of mouth;
- B. Excision of impacted teeth;
- C. Dental Care and Treatment including Surgery and dental appliances required to correct Accidental Injuries of the jaws, cheeks, lips, tongue, roof or floor of mouth, and of sound natural teeth (For the purposes of this section, sound natural teeth include those which are capped, crowned or attached by way of a crown or cap to a bridge. Sound natural teeth may have fillings or a root canal.);
- D. Excision of exostoses or tori of the jaws and hard palate;
- E. Incision and drainage of abscess and treatment of cellulitis;
- F. Incision of accessory sinuses, salivary glands, and salivary ducts;
- G. Anesthesia for the above services or procedures when rendered by an oral surgeon;
- H. Anesthesia for the above services or procedures when rendered by a dentist who holds all required permits or training to administer such anesthesia;
- I. Anesthesia when rendered in a Hospital setting and for associated Hospital charges when the Plan Participant's mental or physical condition requires dental treatment to be rendered in a Hospital setting; and
- J. Benefits are available for dental services not otherwise covered by this Plan, when specifically required to restore bodily function for head and neck cancer patients. Benefits are limited to preparation for or follow-up to radiation therapy involving the mouth. To obtain more information on how to access these medical Benefits, please call the Claims Administrator's customer service department at the phone number on the Plan Participant's ID card, and ask to speak to a Case Manager.
- K. Diagnosis, therapeutic, or surgical procedures related to Temporomandibular Joint Syndrome (TMJ) and associated musculature and neurological conditions. Services may require Prior Authorization, as shown on Your Schedule of Benefits.

## **ARTICLE XII.**

### **ORGAN, TISSUE, AND BONE MARROW TRANSPLANT BENEFITS**

Our Authorization is required for the evaluation of a Plan Participant's suitability for all solid organ and bone marrow transplants and procedures. For the purposes of coverage under the Plan, all autologous procedures are considered transplants.

Solid organ and bone marrow transplants will not be covered unless the Plan Participant obtains written Authorization from the Claims Administrator prior to services being rendered. The Plan Participant or his Provider must advise the Claims Administrator of the proposed transplant procedure prior to Admission and a written request for Authorization must be filed with the Claims Administrator. The Plan must be provided with adequate information so that the Claims Administrator may verify coverage, determine that Medical Necessity is documented, and approve of the Hospital at which the transplant procedure will occur. The Claims Administrator will forward written Authorization to the Plan Participant and to the Provider(s).

## **A. Acquisition Expenses**

If an organ, tissue or bone marrow is obtained from a living donor for a covered transplant, the donor's medical expenses are covered as acquisition costs for the recipient under this Plan.

If any organ, tissue or bone marrow is sold rather than donated to a Plan Participant, the purchase price of such organ, tissue or bone marrow is not covered.

## **B. Organ, Tissue and Bone Marrow Transplant Benefits**

1. Benefits for solid organ and bone marrow transplants are available only when services are rendered by a Blue Distinction Centers for Transplants (BDCT) for the specific organ or transplant or by a Blue Cross and Blue Shield of Louisiana (BCBSLA) Preferred Network Provider facility, unless otherwise approved by the Claims Administrator in writing. To locate an approved facility, Plan Participants should contact the Claims Administrator's customer service department at the number listed on their ID card.
2. Benefits for Organ, Tissue and Bone Marrow Transplants include coverage for immunosuppressive drugs prescribed for transplant procedure(s).

Benefits as specified in this section will be provided for treatment and care as a result of or directly related to the following transplant procedures:

a. Solid Human Organ Transplants of the:

- (1) Liver;
- (2) Heart;
- (3) Lung;
- (4) Kidney;
- (5) Pancreas;
- (6) Small bowel; and
- (7) Other solid organ transplant procedures which the Claims Administrator determine have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These solid organ transplants will be considered on a case-by-case basis.

b. Tissue Transplant Procedures (Autologous and Allogeneic), as specified below:

Tissue transplants (other than bone marrow) are covered under regular Benefits and do not require prior Authorization. However, if an Inpatient Admission is required, it is subject to the "Care Management" Article.

The following tissue transplants are covered:

- (1) blood transfusions;
- (2) autologous parathyroid transplants;
- (3) corneal transplants;
- (4) bone and cartilage grafting;
- (5) skin grafting;



- (6) autologous islet cell transplants; and
  - (7) other tissue transplant procedures which the Claims Administrator determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These tissue transplants will be considered on a case-by-case basis.
- c. Bone Marrow Transplants
- (1) Allogeneic, autologous and syngeneic bone marrow transplants, including tandem transplants, mini transplants (transplant lite) and donor lymphocyte infusions are covered.
  - (2) Other bone marrow transplant procedures which the Claims Administrator determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These bone marrow transplant procedures will be considered on a case-by-case basis.

### **ARTICLE XIII. PREGNANCY CARE AND NEWBORN CARE BENEFITS**

The Claims Administrator has several maternity programs available to help pregnant Plan Participants deliver healthy babies. Please call Our customer service department at the number on the back of Your ID card when You learn You are having a baby. We will advise about the programs available to You.

Benefits are available for Pregnancy Care furnished by a Hospital, Physician, or Allied Health Provider to a patient covered as an Employee or Dependent wife of an Employee whose coverage is in effect at the time such services are furnished in connection with her pregnancy.

An Authorization is required for a Hospital stay in connection with Childbirth for the covered mother or covered well newborn Child only if the mother's length of stay exceeds forty-eight (48) hours following a vaginal delivery or ninety-six (96) hours following a cesarean section. An Authorization is required if a newborn's stay exceeds that of the mother. An Authorization is also required for a newborn that is admitted separately because of neonatal complications.

#### **A. Pregnancy Care:**

- 1. Medical and Surgical Services.
  - a. Initial office visit and visits during the term of the pregnancy.
  - b. Diagnostic Services.
  - c. Delivery, including necessary pre-natal and post-natal care.
  - d. Medically Necessary abortions required to save the life of the mother.
- 2. Hospital services required in connection with pregnancy and Medically Necessary abortions as described above. The Hospital (nursery) charge for well-baby care is included in the mother's Benefits for the covered portion of her Admission for Pregnancy Care. As determined by the Claims Administrator, well newborn charges may be covered if the Plan Participant under this Plan is the father.
- 3. Elective deliveries prior to the thirty-ninth (39th) week of gestation will be denied as not Medically necessary unless shown to be Medically Necessary. Facility and other charges associated with an elective early delivery that is not Medically Necessary are also considered to be non-covered.

## **B. Care for a Newborn When Covered at Birth as a Dependent:**

1. Medical and surgical services rendered by a Physician, for treatment of illness, pre-maturity, post-maturity, or congenital condition of a newborn and circumcision. Services of a Physician for Inpatient Well Baby Care immediately following delivery until discharge are covered under the Network Benefit category only.
2. Hospital Services, including services related to circumcision during the newborn's post-delivery stay and treatment of illness, pre-maturity, post-maturity, or congenital condition of a newborn. Charges for services for a well newborn, including the Hospital (nursery) charge should not be billed separately from the mother's Hospital bill. Well newborn charges may be covered if the Plan Participant under this Plan is the father.

## **C. Statement of Rights Under the Newborns' and Mothers' Health Protection Act**

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with Childbirth for the mother or newborn Child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., Your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of Benefits or Out-Of-Pocket costs so that any later portion of the forty-eight (48) hours or ninety-six (96) hours stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a Physician or other healthcare Provider obtain Authorization for prescribing a length of stay of up to forty-eight (48) hours or ninety-six (96) hours. However, to use certain Providers or facilities, or to reduce Your Out-of-Pocket costs, You may be required to obtain Authorization. For information on Authorization, contact the Claims Administrator.

## **ARTICLE XIV. REHABILITATIVE / HABILITATIVE CARE BENEFITS**

Rehabilitative and Habilitative Care Benefits will be available for the following services and devices provided on an Inpatient or Outpatient basis:

- Occupational Therapy
- Physical Therapy
- Speech/Language Pathology Therapy
- Chiropractic Services
- Cardiac Rehabilitation
- Pulmonary Rehabilitation

Benefits are available when the therapy is rendered by an occupational therapist, physical therapist, speech pathologist, audiologist, Physician, or chiropractor licensed and practicing within the scope of their respective licenses. The Plan Participant must be able to tolerate a minimum of three (3) hours of active therapy per day.

An Inpatient rehabilitation Admission must be Authorized prior to the Admission and must begin within seventy-two (72) hours following the discharge from an Inpatient Hospital Admission for the same or similar condition, unless otherwise approved by the Claims Administrator.

Day Rehabilitation Programs for Rehabilitative Care may be Authorized in place of Inpatient stays for rehabilitation. Day Rehabilitation Programs must be Authorized prior to beginning the program and must begin

within seventy-two (72) hours following discharge from an Inpatient rehabilitation Admission for the same or similar condition.

Benefits under this Article are in addition to, but not a duplication of, the Benefits provided under any other provision of this Benefit Plan. Any Benefits provided under any other provision of this Benefit Plan will not be eligible Benefits under this Article.

#### **A. Occupational Therapy**

1. Occupational Therapy services are covered when provided by a licensed occupational therapist, or licensed and certified Occupational Therapy assistant supervised by a licensed occupational therapist or licensed advanced practice registered nurse.
2. Occupational Therapy is not covered when maintenance level of therapy is attained. A maintenance program consists of activities that preserve the Plan Participant's present level of function and prevent regression of that function. Maintenance begins when the therapeutic goals of a treatment plan have been achieved, or when no additional functional progress is apparent or expected to occur.
3. Occupational Therapy must be referred or ordered by a Physician, advanced practice registered nurse, dentist, podiatrist, or optometrist prior to the receipt of services.
4. Prevention, wellness and education related services for Occupational Therapy shall not require a referral.

#### **B. Physical Therapy**

1. Physical Therapy services are covered when performed by a licensed physical therapist or chiropractor.
2. Physical Therapy is not covered when maintenance level of therapy is attained. A maintenance program consists of activities that preserve the Plan Participant's present level of function and prevent regression of that function. Maintenance begins when the therapeutic goals of a treatment plan are achieved, or when no additional functional progress is apparent or expected to occur.
3. A licensed physical therapist may perform an initial evaluation or consultation of a screening nature to determine the need for Physical Therapy.
4. Physical Therapy must be prescribed or referred by a Physician, dentist, podiatrist, or chiropractor prior to the receipt of services. However, Physical Therapy may be provided without the prescription or referral of a Physician, dentist, podiatrist or chiropractor when performed under the following circumstances, if listed as a Covered Service:
  - a. to Children with a diagnosed developmental disability pursuant to the Plan Participant's plan of care;
  - b. as part of a home healthcare agency pursuant to the Plan Participant's plan of care;
  - c. to a patient in a nursing home pursuant to the Plan Participant's plan of care;
  - d. related to conditioning or to providing education or activities in a wellness setting for the purpose of injury prevention, reduction of stress, or promotion of fitness; or
  - e. to an individual for a previously diagnosed condition or conditions for which Physical Therapy services are appropriate after informing the healthcare Provider rendering the diagnosis. The diagnosis shall have been made within the previous ninety (90) days. The physical therapist shall provide the healthcare Provider who rendered such diagnosis with a plan of care for Physical Therapy services within the first fifteen (15) days of Physical Therapy intervention.

### **C. Speech/Language Pathology Therapy**

1. Speech/Language Pathology Therapy services are covered when performed by a speech pathologist or by an audiologist, licensed to practice in the state in which services are rendered.
2. The therapy must be used to improve or restore speech language deficits or swallowing function.
3. Speech/Language Pathology Therapy must be prescribed by a Physician prior to the receipt of services.

### **D. Chiropractic Services**

1. Chiropractic Services are covered when performed by a chiropractor licensed and practicing within the scope of his license.
2. Chiropractic Services are not covered when maintenance level of therapy is attained. A maintenance program consists of activity that preserve the Plan Participant's level of function and prevent regression of that function. Maintenance begins when the therapeutic goals of a treatment plan have been achieved, or when no additional functional progress is apparent or expected to occur.
3. A licensed chiropractor may make recommendations to personal hygiene and proper nutritional practices for the rehabilitation of a patient and may order such diagnostic tests as are necessary for determining conditions associated with the functional integrity of the spine.

## **ARTICLE XV. OTHER COVERED SERVICES, SUPPLIES OR EQUIPMENT**

The following services are available to the Plan Participant, subject to other limitations shown in the Schedule of Benefits.

### **A. Ambulance Service Benefits**

#### 1. Ground Ambulance Transport Services

##### a. Emergency Transport

Benefits for Ambulance Services are available for local transportation for Emergency Medical Conditions only as follows:

- (1) for the Plan Participant, to the nearest Hospital capable of providing services appropriate to the Plan Participant's condition for an illness or injury requiring Hospital care;
- (2) for the Newly Born Infant, to the nearest Hospital or neonatal Special Care Unit for treatment of illnesses, injuries, congenital birth defects and Complications of premature birth which require that level of care;
- (3) for the Temporarily Medically Disabled Mother of the ill Newly Born Infant when accompanying the ill Newly Born Infant to the nearest Hospital or neonatal Special Care Unit, upon recommendation by the mother's attending Physician of her need for professional Ambulance Service.

##### b. Non-Emergency Transport

Benefits for Ambulance Services are available for medical conditions that do not present an emergency to obtain Medically Necessary Outpatient services, when the Plan Participant is bed-confined or his condition is such that the use of any other method of transportation is contraindicated. Benefits for non-Emergency transport are only available for transport to or from the nearest facility or Hospital capable of providing the Medically Necessary services.

The Plan Participant must meet all of the following criteria for bed-confinement:

- (1) unable to get up from bed without assistance;
- (2) unable to ambulate; and
- (3) unable to sit in a chair or wheelchair.

c. Transport by wheelchair van is not a covered Ambulance Service.

## 2. Ground Ambulance Services Without Transport

Benefits are available for ambulance response and treatment at the scene, without transporting the Plan Participant to a facility for further medical care.

## 3. Air Ambulance Transport Services:

### a. Emergency Transport

Benefits for air Ambulance Services are available for Plan Participants with an Emergency Medical Condition. For Emergency Medical Conditions, the air Ambulance Service must be specifically requested by police or medical authorities present at the site with the Plan Participant in order for air Ambulance Services to be covered.

Benefits for air Ambulance Services are also available for emergency transport when the Plan Participant is in a location that cannot be reached by ground ambulance.

The air Ambulance transport is to the nearest facility or Hospital capable of providing services appropriate to the Plan Participant's condition for an illness or injury requiring Hospital care.

### b. Non-Emergency Transport

Non-Emergency air Ambulance Service situations require prior Authorization from the Company. If Authorization is not obtained prior to services being rendered, the services will not be covered.

If Authorized by the Company before services are rendered, Benefits for Non-Emergency air Ambulance Services are available for Plan Participants, to the nearest facility or Hospital capable of providing services appropriate to the Plan Participant's condition for an illness or injury requiring Hospital care.

Once Authorized, it is recommended that the Plan Participant verify the Network participation status of the air Ambulance Provider in the state or area the point of pick up occurs, based on zip code. To locate a Participating Network Provider in the state or area where You will be receiving services, please call 1-800-810-2583 or go to the Blue National Doctor & Hospital Finder at <http://provider.bcbs.com>. Search for an air Ambulance Provider by using the point of pick up zip code in the search criteria.

## 1. Ambulance Service Benefits will be provided as follows:

- a. If a Plan Participant pays a periodic fee to an ambulance membership organization with which the Company does not have a Provider agreement, Benefits for expenses incurred by the Plan Participant for its Ambulance Services will be based on any obligation the Plan Participant must pay that is not covered by the fee. If there is in effect a Provider agreement between the Company and the ambulance organization, Benefits will be based on the Allowable Charge.
- b. The medical transport services must comply with all local, state, and federal laws and must have all the appropriate, valid licenses and permits.

- c. No Benefits are available if transportation is provided for a Plan Participant's comfort or convenience.
- d. No Benefits are available when a Hospital transports Plan Participants between parts of its own campus or when a hospital transports Plan Participants between facilities owned or affiliated with the same entity.

#### **B. Attention Deficit/Hyperactivity Disorder**

The diagnosis of and treatment for Attention Deficit/Hyperactivity Disorder is covered when rendered or prescribed by a Physician or Allied Health Professional.

#### **C. BRCA1 and BRCA2 Genetic Testing**

Genetic testing of BRCA1 and BRCA2 genes will be covered to detect an increased risk of breast and ovarian cancer when recommended by a healthcare provider in accordance with the United States Preventive Services Task Force recommendations for testing.

Genetic testing of BRCA1 and BRCA2 genes may be available to women at an increased risk, under the Preventive or Wellness care Article of this Benefit Plan, at no cost to Plan Participants receiving care from a Preferred Provider.

#### **D. Bone Mass Measurement**

Benefits are available for scientifically proven Bone Mass Measurement tests for the diagnosis and treatment of osteoporosis if a Plan Participant is:

1. an estrogen deficient woman at clinical risk of osteoporosis who is considering treatment;
2. an individual receiving long-term steroid therapy; or
3. an individual being monitored to assess the response to or efficiency of approved osteoporosis drug therapies.

Deductible, Coinsurance and/or Copayment amounts are applicable.

One (1) osteoporosis screening per Benefit Period is available to women age 65 and older, or younger postmenopausal women at risk under the "Preventive or Wellness Care" Article of this Benefit Plan, at no cost to Plan Participants receiving care from a Network Provider.

#### **E. Breast Reconstructive Surgery Services and Breast Cancer Long-Term Survivorship Care**

1. Under the Woman's Health and Cancer Rights Act, a Plan Participant who is receiving Benefits in connection with a mastectomy resulting from breast cancer and elects breast reconstruction will also receive Benefits for the following Covered Services:
  - a. All stages of reconstruction of the breast on which the mastectomy has been performed;
  - b. surgery and reconstruction of the other breast to produce a symmetrical appearance; including but not limited to contralateral prophylactic mastectomy liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity, tattooing the areola of the breast, surgical adjustments of the non-mastectomized breast, unforeseen medical Complications which may require additional reconstruction in the future;
  - c. Prostheses; and
  - d. Treatment of physical complications of all stages of mastectomy, including lymphedemas.

These Covered Services shall be delivered in a manner determined in consultation with the attending Physician and the Plan Participant and, if applicable, will be subject to any Deductible, Copayment and Coinsurance.

2. Certain breast cancer survivors are eligible to receive annual preventive cancer screenings as part of the long-term survivorship care. Plan Participants eligible for screenings are those who:
  - a. Were previously diagnosed with breast cancer;
  - b. Completed treatment for breast cancer;
  - c. Underwent bilateral mastectomy; and
  - d. Were subsequently determined to be clear of cancer.
3. These covered screenings include but are not limited to magnetic resonance imaging, ultrasound, or some combination of tests, as determined in consultation with the attending Physician and the Plan Participant. Annual preventive cancer screenings under this Benefit will be subject to any Copayment Amount, Deductible Amount and Coinsurance Percentage.

#### **F. Cleft Lip and Cleft Palate Services**

The following services for the treatment and correction of Cleft Lip and Cleft Palate are covered:

1. Oral and facial Surgery, surgical management, and follow-up care.
2. Prosthetic treatment, such as obturators, speech appliances, and feeding appliances.
3. Orthodontic treatment and management.
4. Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy.
5. Speech-language evaluation and therapy.
6. Audiological assessments and amplification devices.
7. Otolaryngology treatment and management.
8. Psychological assessment and counseling.
9. Genetic assessment and counseling for patient and parents.

Coverage is also provided for secondary conditions and treatment attributable to the primary medical condition.

#### **G. Clinical Trial Participation**

1. This Benefit Plan shall provide coverage to any Qualified Individual for routine patient costs of items or services furnished in connection with his/her participation in an Approved Clinical Trial for cancer or other life-threatening disease or condition. Coverage will be subject to any applicable terms, conditions and limitations that apply under this Benefit Plan, including Copayment, Deductible, or Coinsurance amounts shown in the Schedule of Benefits.
2. A "Qualified Individual" under this section means a Plan Participant that:
  - a. Is eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition;

- b. And either,
  - (1) The referring healthcare professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the requirements in paragraph a, above; or
  - (2) The Plan Participant provides medical and scientific information establishing that the Plan Participant's participation in such trial would be appropriate based upon the Plan Participant meeting the conditions described in paragraph a, above.
- 3. An "Approved Clinical Trial" for the purposes of this paragraph means a Phase I, II, III, or IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition that:
  - a. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
    - (1) The National Institutes of Health.
    - (2) The Centers for Disease Control and Prevention.
    - (3) The Agency for Health Care Research and Quality.
    - (4) The Centers for Medicare & Medicaid Services.
    - (5) Cooperative group or center of any of the entities described in paragraphs (1) through (4) above, or the Department of Defense or the Department of Veterans Affairs.
    - (6) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - b. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
  - c. The study or investigation is a drug trial that is exempt from having an investigational new drug application.
  - d. The study or investigation is conducted by any of the below Departments, which study or investigation has been reviewed and approved through a system of peer review that the United States Secretary of Health and Human Services determines; (i) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and (ii) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
    - (1) The Department of Veterans Affairs.
    - (2) The Department of Defense.
    - (3) The Department of Energy.
- 4. The following services are not covered:
  - a. Non-healthcare services provided as part of the clinical trial;
  - b. Costs for managing research data associated with the clinical trial;
  - c. The investigational drugs, devices, items or services themselves; and/or
  - d. Services, treatment or supplies not otherwise covered under this Benefit Plan.



5. Treatments and associated protocol-related patient care not excluded in this paragraph shall be covered if all of the following criteria are met:
  - a. The treatment is being provided with a therapeutic or palliative intent for patients with cancer or other life-threatening disease or for the prevention or early detection of such diseases.
  - b. The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial.
  - c. The proposed protocol must have been reviewed and approved by a qualified institutional review board which operates in this state and which has a multiple project assurance contract approved by the Office of Protection from research risks.
  - d. The facility and personnel providing the protocol must provide the treatment within their scope of practice, experience, and training and are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise.
  - e. There must be no clearly superior, non-investigational approach.
  - f. The available clinical or pre-clinical data provide a reasonable expectation that the treatment will be at least as efficacious as the non-investigational alternative.
  - g. The patient has signed an institutional review board approved consent form.

#### **H. Dentofacial Anomalies**

Benefits are available for the diagnosis, treatment, or surgery of dentofacial anomalies including, but not limited to the following, subject to the lifetime maximum amount shown in the Schedule of Benefits:

- malocclusion;
- Temporomandibular/Craniomandibular Joint Disorder;
- hyperplasia or hypoplasia of the mandible and/or maxilla; and/or
- any orthognathic condition.

#### **I. Diabetes Benefits**

##### **1. Diabetes Education and Training for Self Management**

- a. Plan Participants that have insulin-dependent diabetes, insulin-using diabetes, gestational diabetes or non-insulin diabetes may need to be educated on their condition and trained to manage their condition. Coverage is available for self-management training and education, dietitian visits and for the equipment and necessary supplies for the training, if prescribed by the Plan Participant's treating provider.
- b. Evaluation and training programs for diabetes self-management are covered subject to the following:
  - (1) The program must be prescribed by the Plan Participant's treating provider and provided by a licensed healthcare professional who certifies that the Plan Participant has successfully completed the training program.
  - (2) The program shall comply with the National Standard for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

## **J. Dietician Visits**

Benefits are available for visits to registered dietitians. One (1) dietitian visit is covered at no cost to the Plan Participant when performed by a Network Provider. All other subsequent dietitian visits are covered at contract benefits.

## **K. Disposable Medical Equipment and Supplies**

Disposable medical equipment or supplies which have a primary medical purpose are covered and are subject to reasonable quantity limits as determined by the Claims Administrator. The equipment and supplies are subject to the Plan Participant's medical Deductible and Coinsurance.

## **L. Durable Medical Equipment, Orthotic Devices, Prosthetic Appliances and Devices**

Durable Medical Equipment, Orthotic Devices, and Prosthetic Appliances and Devices (Limb and Non-Limb) are covered subject to the Deductible and applicable Coinsurance percentages shown in the Schedule of Benefits.

### **1. Durable Medical Equipment**

- a. Durable Medical Equipment is covered when the equipment is prescribed by a Physician prior to obtaining the equipment. The equipment must not be provided mainly for the comfort or convenience of the Plan Participant or others. In addition, the equipment must meet all of the following criteria:

- (1) it must withstand repeated use;
- (2) it is primarily and customarily used to serve a medical purpose;
- (3) it is generally not useful to a person in the absence of illness or injury; and
- (4) it is appropriate for use in the patient's home.

- b. Benefits for rental or purchase of Durable Medical Equipment.

- (1) Benefits for the rental of Durable Medical Equipment will be based on the rental Allowable Charge (but not to exceed the purchase Allowable Charge).
- (2) At the Plan's option, Benefits will be provided for the purchase of Durable Medical Equipment, appropriate supplies, and oxygen required for therapeutic use. The purchase of Durable Medical Equipment will be based on the purchase Allowable Charge.
- (3) When Durable Medical Equipment is approved by Us, Benefits for standard equipment will be provided toward any deluxe equipment.

Deluxe equipment or deluxe features and functionalities of equipment are those:

- (a) that do not serve a medical purpose;
  - (b) that are not required to complete daily living activities;
  - (c) that are solely for the Plan Participant's comfort or convenience; or
  - (d) that are not determined by Us to be Medically Necessary.
- (4) Accessories and medical supplies necessary for the effective functioning of covered Durable Medical Equipment are considered an integral part of the rental or purchase allowance and will not be covered separately.

- (5) Repair or adjustment of purchased Durable Medical Equipment or for replacement of components is covered. Replacement of equipment lost or replacement of equipment damaged due to neglect or misuse will not be covered. Replacement of equipment within five (5) years of purchase or rental that is not Medically Necessary, as defined in this Benefit Plan will not be covered. Repair, adjustment or replacement of equipment will not be covered when provided under warranty.

c. Limitations in connection with Durable Medical Equipment.

- (1) There is no coverage during rental of Durable Medical Equipment for repair, adjustment, or replacement of components and accessories necessary for the effective functioning and maintenance of covered equipment as this is the responsibility of the Durable Medical Equipment supplier.
- (2) There is no coverage for equipment where a commonly available supply or appliance can substitute to effectively serve the same purpose.
- (3) There is no coverage for replacement of equipment lost. There is no coverage for repair or replacement of equipment damaged due to neglect or misuse.
- (4) Reasonable quantity limits on Durable Medical Equipment items and supplies will be determined by the Claims Administrator.
- (5) Regardless of Claims of Medical Necessity, deluxe equipment or deluxe features and functionalities of equipment that are not approved by Us are not covered.

2. Orthotic Devices

Benefits as specified in this section will be available for the purchase of Orthotic Devices Authorized by the Claims Administrator. These Benefits will be subject to the following:

- a. There is no coverage for fitting or adjustments, as this is included in the Allowable Charge for the Orthotic Device.
- b. Repair or replacement of the Orthotic Device is covered only within a reasonable time period from the date of purchase subject to the expected lifetime of the device. The Plan will determine this time period. Repair or replacement of the equipment will not be covered when provided under warranty.
- c. When Orthotic Devices are approved by Us, Benefits for standard devices will be provided toward any deluxe device.
- d. Deluxe devices or deluxe features and functionalities of devices are those:
  - (1) that do not serve a medical purpose;
  - (2) that are not required to complete daily living activities;
  - (3) that are solely for the Plan Participant's comfort or convenience; or
  - (4) that are not determined by us to be Medically Necessary.
- e. Regardless of Claims of Medical Necessity, deluxe devices or deluxe features and functionalities of devices that are not approved by Us are not covered.
- f. No Benefits are available for supportive devices for the foot, except when used in the treatment of diabetic foot disease.

3. Prosthetic Appliances and Devices (Non-Limb)

Benefits will be available for the purchase of Prosthetic Appliances and Devices (other than limb prosthetics and services) that is Authorized by the Claims Administrator and are covered subject to the following:

- a. There is no coverage for fitting or adjustments, as this is included in the Allowable Charge for the Prosthetic Appliance or Device.
- b. Repair or replacement of the Prosthetic Appliance or Device is covered only within a reasonable time period from the date of purchase subject to the expected lifetime of the appliance. The Plan will determine this time period. Repair or replacement of appliances or devices will not be covered when provided under warranty.
- c. When Prosthetic Appliances or Devices are approved by Us, Benefits for standard appliances or devices will be provided toward any deluxe appliance or devices.
- d. Deluxe appliances or devices or deluxe features and functionalities of devices are those:
  - (1) that do not serve a medical purpose;
  - (2) that are not required to complete daily living activities;
  - (3) that are solely for the Plan Participant's comfort or convenience; or
  - (4) that are not determined by us to be Medically Necessary.
- e. Regardless of Claims of Medical Necessity, deluxe appliances or devices or deluxe features and functionalities of devices that are not approved by Us are not covered.

#### 4. Prosthetic Appliances and Devices and Prosthetic Services of the Limbs

Benefits will be available for the purchase of Prosthetic Appliances and Devices and Prosthetic Services of the limbs that the Claims Administrator Authorizes, and are covered subject to the following:

- a. Repair or replacement of the Prosthetic Appliance or Device is covered only within a reasonable time period from the date of purchase subject to the expected lifetime of the appliance. The Plan will determine this time period. Repair or replacement of appliances or devices will not be covered when provided under warranty.
- b. When Prosthetic Appliances or Devices are approved by Us, Benefits for standard Appliances or devices will be provided toward any deluxe appliance or device.
- c. Deluxe appliances or devices or deluxe features and functionalities of devices are those:
  - (1) that do not serve a medical purpose;
  - (2) that are not required to complete daily living activities;
  - (3) that are solely for the Plan Participant's comfort or convenience; or
  - (4) that are not determined by us to be Medically Necessary.
- d. Regardless of Claims of Medical Necessity, deluxe appliances or devices or deluxe features and functionalities of devices that are not approved by Us are not covered.
- e. The Plan Participant may choose a Prosthetic Appliance or Device that is priced higher than the Benefit payable under this Benefit Plan and may pay the difference between the price of the appliance or device and the Benefit payable, without financial or contractual penalty to the Provider of the appliance or device.

- f. Prosthetic Appliances and Devices of the limb must be prescribed by a licensed Physician and provided by a facility accredited by the American Board for Certification in Orthotics, Prosthetics and Pedorthics (ABC) or by the Board for Orthotist/Prosthetist Certification (BOC).

#### **M. Erectile Dysfunction Benefits**

Erectile Dysfunction services are covered under this Plan when we determine they are Medically Necessary and are subject to the following:

1. The services are available only to Plan Participants age eighteen (18) or older
2. Coverage is available for Surgical treatment of Erectile Dysfunction (including penile implants). These Surgical treatments require Prior Authorization, as shown on Your Schedule of Benefits.
3. Coverage for penile implants is limited to one per lifetime.
4. Coverage for treatment (i.e. removal, repair, re-implantation) resulting from complications of the one covered penile implant is subject to Medical Necessity.
5. Coverage for provision of vacuum assisted devices (male vacuum erection system) will be covered as specified in the Durable Medical Equipment section of this Benefit Plan and is subject to the limitations included therein, including the five (5) year replacement limitation.
6. Sex therapy for treatment of sexual dysfunction other than Erectile Dysfunction is not covered.

#### **N. Hearing Benefits**

Implantable bone conduction hearing aids, cochlear implants and bone-anchored hearing aids (BAHA) are covered for all eligible Plan Participants, regardless of age, the same as any other service or supply, subject to any applicable Copayment, Coinsurance and Deductible Amounts.

#### **O. Gene Therapy and Cellular Immunotherapy Benefits**

Gene Therapy and Cellular Immunotherapy are high cost, specialized treatments administered by a limited number of trained and quality Providers. Benefits are available for these services only:

1. When Written Authorization of Medical Necessity is given by the Company prior to services being performed; and
2. Services are performed at an Administrating Facility that has received prior written approval from Company to perform Your procedure.

#### **P. Hospice Care/Bereavement Counseling Services**

Bereavement counseling services are available under Hospice Care for all covered family Members of a Hospice Care patient prior to the patient's death. Services will be provided within six (6) months following the patient's death.

#### **Q. Interpreter Expenses for the Hearing Impaired**

Services of a qualified interpreter/transliterator are covered when the Plan Participant needs such services in connection with medical treatment or diagnostic Consultations if the services are required because of the Plan Participant's hearing impairment or a language communication failure. These services are not covered if the services are rendered by a family member, or if the medical treatment or Consultation is not covered.

#### **R. Low Protein Food Products for Treatment of Inherited Metabolic Diseases**

Low protein food products for treatment of certain Inherited Metabolic Diseases are covered. "Inherited Metabolic Disease" shall mean a disease caused by an inherited abnormality of body chemistry. "Low Protein

Food Products” shall mean those foods that are especially formulated to have less than one gram of protein per serving and are intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease. Low Protein Food Products shall not include natural foods that are naturally low in protein.

Benefits for Low Protein Food Products are limited to the treatment of the following diseases:

1. Phenylketonuria (PKU);
2. Maple Syrup Urine Disease (MSUD);
3. Methylmalonic Acidemia (MMA);
4. Isovaleric Acidemia (IVA);
5. Propionic Acidemia;
6. Glutaric Acidemia;
7. Urea Cycle Defects; and/or
8. Tyrosinemia.

#### **S. Permanent Sterilization Procedures**

Benefits are available for surgical procedures that result in permanent sterilization, including vasectomy.

Tubal ligation and hysteroscopic placement of micro-inserts into the fallopian tubes are covered under the Preventive or Wellness Care Article of this Benefit Plan at no cost to Plan Participants receiving care from a Preferred Provider.

#### **T. Prescription Drugs**

All Prescription Drugs approved for self-administration (e.g. oral and self-injectable drugs) must be obtained through the Prescription Drug Benefits Article of this Benefit Plan.

#### **U. Private Duty Nursing Services**

1. Coverage is available to a Plan Participant for Private Duty Nursing Services when performed on an Outpatient basis and when the nurse is not related to the Plan Participant by blood, marriage or adoption.
2. Private Duty Nursing Services are subject to the Deductible Amount and Coinsurance percentage shown in the Schedule of Benefits.
3. Inpatient Private Duty Nursing Services are not covered.

#### **V. Sleep Studies**

Medically Necessary home or laboratory sleep studies and associated professional Claims are eligible for coverage. Only sleep studies performed as a home sleep study or sleep studies performed in a sleep laboratory that is accredited by the Joint Commission or the American Academy of Sleep Medicine (AASM) are eligible for coverage.

#### **W. Telehealth Services**

Benefits are available to You for the diagnosis, consultation, treatment, education, care management, patient self-management, and caregiver support when You and your Provider are not physically located in the same place.

Interaction between Plan Participant and Provider may take place in different ways, depending on the circumstances but this interaction must always be suitable for the setting in which the Telehealth Services are provided.

Telehealth Services generally must be held in real time through an established patient portal by two-way video and audio transmissions simultaneously (Synchronous). Telehealth Services does not cover telephone calls, and only when approved by the Claims Administrator is it allowed by methods other than simultaneous audio and video transmission.

Store forward or Asynchronous Telehealth Services between an established Patient and their Provider may take place when an established patient sends pre-recorded video or images to a Provider via HIPAA-compliant communication at the Provider's request, or when the data is transferred between two Providers on the patient's behalf. This method of Telehealth Services is limited to services approved by the Claims Administrator.

The amount Plan Participants pay for a Telehealth Services visit may be different than the amount Plan Participants would pay for the same Provider's service in a non-Telehealth setting. You will pay more for a Telehealth visit when your Provider is not in your Network.

We have the right to determine if billing was appropriate and contains the required elements for the Claims Administrator to process the Claim.

In general, there is no coverage for Telehealth Services that are not within the scope of the Provider's License or fail to meet a standard of care compared to an in-person visit. Coverage does not exist for encounters supported by technology that is not HIPAA-compliant.

Telehealth Services and the Providers who can render those services are determined by the Claims Administrator.

## **X. Low Tech Imaging, Lab Tests and High-Tech Imaging**

1. Medically necessary x-rays, lab tests, and machine tests are subject to Deductible and Coinsurance.
2. High-Tech Imaging services are subject to Deductible and Coinsurance. High-Tech Imaging services such as PET scans and nuclear cardiology require prior Authorization.

## **ARTICLE XVI. CARE MANAGEMENT**

### **A. Selection of Provider, Penalties for Failure to Obtain Authorization, and Authorization of Admissions, Outpatient Services and Other Covered Services and Supplies**

#### **1. Selection of Provider**

A Plan Participant may generally obtain medical care from any Provider. Benefits will be paid at the highest Network level when care is received from a Network Provider. Participating and Non-Participating Providers are Non-Network Providers.

- a. If a Plan Participant wants to receive services from a Non-Network Provider and obtain the highest level of Benefits, he must notify the Claims Administrator's Care Management Department before services are rendered. The Claims Administrator will approve the use of a Non-Network Provider only if the Claims Administrator determines that the services cannot be provided by a Network Provider within a seventy-five (75) mile radius of the Plan Participant's home.
- b. The Claims Administrator must approve the use of the Non-Network Provider and issue any required Authorization before services are rendered. If the Claims Administrator does not approve use of the Non-Network Provider and issue an Authorization prior to services being rendered, Covered Services that are later determined to be Medically Necessary will be paid at the lower Non-Network Level as shown on the Schedule of Benefits.

- c. If the Claims Administrator does approve the use of a Non-Network Provider that Provider may or may not accept the Plan Participant's Deductible at the time services are rendered. The Plan will pay Benefits up to the Allowable Charge for Covered Services rendered by an approved Non-Network Provider who has obtained any required Authorizations prior to services being rendered. The Claims Administrator will deduct from payment the amount of the Plan Participant's Deductible and Coinsurance percentage, whether or not the Deductible and Coinsurance amounts are accepted by the Non-Network Provider.

*An Authorization of Medical Necessity is not an approval of the use of a Non-Network Provider. These are two separate functions.*

## 2. Penalties for Failure to Obtain Authorization – Admissions, Outpatient Services, Other Covered Services

If Authorization is not requested prior to Admission or receiving Outpatient services requiring an Authorization, the Plan will have the right to determine if the Admission or Outpatient services were Medically Necessary. If determined not Medically Necessary, the Admission or Outpatient services and supplies will not be covered and the Plan Participant must pay all charges incurred.

If the Admission or Outpatient services were Medically Necessary, Benefits will be provided based on the participating status of the Provider rendering the services, as follows:

### a. Admissions

- (1) If a Network Provider or a Participating Provider fails to obtain a required Authorization, the Claims Administrator will reduce Allowable Charges by the penalty amount stipulated in the Provider's contract with Us or with another Blue Cross and Blue Shield plan. This penalty applies to all covered Inpatient charges. The Network Provider or Participating Provider is responsible for all charges not covered. The Plan Participant remains responsible for any applicable Copayment or Deductible Amount and Coinsurance percentage shown in the Schedule of Benefits.
- (2) If a Non-Network Provider fails to obtain a required Authorization, the Claims Administrator will reduce the Allowable Charges by the amount shown in the Schedule of Benefits. This penalty applies to all covered Inpatient charges. The Plan Participant is responsible for all charges not covered and for the penalty amount.
- (3) The Plan Participant remains responsible for the Deductible amount and his applicable Coinsurance percentage.
- (4) If the Admission was not Medically Necessary, the Admission will not be covered and the Plan Participant must pay all charges incurred during the Admission.

### b. Outpatient Services, Other Covered Services and Supplies

- (1) If a Network Provider fails to obtain a required Authorization, We may reduce the Allowable Charge by the amount shown in the Schedule of Benefits. This penalty applies to all services and supplies requiring an Authorization, other than Inpatient charges. The Network Provider is responsible for the penalty amount and all charges not covered.
- (2) If a Non-Network Provider fails to obtain a required Authorization, the Plan will reduce Allowable Charges by the amount shown in the Schedule of Benefits. This penalty applies to all services and supplies requiring an Authorization, other than Inpatient charges. The Plan Participant is responsible for all charges not covered and for the penalty amount.
- (3) The Plan Participant remains responsible for any applicable Copayment amount, or any applicable Deductible amount and Coinsurance percentage.
- (4) If a service or supply was not Medically Necessary, the service or supply is not covered.



### 3. Authorization of Admissions

#### a. Authorization of Elective Admissions

The Plan Participant is responsible for ensuring that his Provider notifies the Claims Administrator's Care Management Department of any Elective or non-emergency Inpatient Hospital Admission. The Claims Administrator must be notified (by calling the telephone number shown in the Schedule of Benefits or the Plan Participant's ID card) prior to the Admission regarding the nature and purpose of any Elective Admission or non-emergency Admission to a Hospital's Inpatient department. The most appropriate setting for the elective service and the appropriate length of stay will be determined by the Claims Administrator when the Hospital Inpatient setting is documented to be Medically Necessary.

- (1) If a request for Authorization is denied by the Claims Administrator for an Admission to any facility, the Admission is not covered and the Plan Participant must pay all charges incurred during the Admission for which Authorization was denied.
- (2) If Authorization is not requested prior to an Admission, the Plan will have the right to determine if the Admission was Medically Necessary. If an Admission was Medically Necessary, Benefits will be provided based on the participating status of the Provider.
- (3) Additional amounts for which the Plan Participant is responsible because Authorization of an Elective or non-emergency Inpatient Hospital Admission was denied or not requested are considered non-covered and will not apply toward satisfying the Out-of-Pocket Amount.

#### b. Authorization of Emergency Admissions

It is the Plan Participant's responsibility to ensure that his Physician or Hospital, or a representative thereof, notifies the Claims Administrator's Care Management Department of all Emergency Admissions to guarantee coverage. Within forty-eight (48) hours of the Emergency Admission, the Claims Administrator must be notified (by calling the telephone number shown in the Schedule of Benefits or on the Plan Participant's ID card) regarding the nature and purpose of the Emergency Admission. The Claims Administrator may waive or extend this time limitation if it determines that the Plan Participant is unable to timely notify or direct his representative to notify the Claims Administrator of the Emergency Admission. In the event that the end of the notification period falls on a holiday or weekend the Claims Administrator must be notified on its next working day. The appropriate length of stay for the Emergency Admission will be determined by the Claims Administrator when the Hospital Inpatient setting is documented to be Medically Necessary.

- (1) If Authorization is denied by the Claims Administrator for an Admission to any facility, the Admission will not be covered and the Plan Participant must pay all charges incurred for Hospital services during the Admission for which Authorization was denied.
- (2) If Authorization is not requested, the Plan will have the right to determine if the Admission was Medically Necessary. If an Admission was Medically Necessary, Benefits will be provided based on the participating status of the Provider.
- (3) Additional amounts for which the Plan Participant is responsible because Authorization of an Emergency Admission was denied or not requested are considered non-covered and will not apply toward satisfying the Out-of-Pocket Amount.

#### c. Concurrent Review

When the Claims Administrator Authorizes a Plan Participant's Inpatient stay, the Claims Administrator will Authorize his stay in the Hospital for a certain number of days. If the Plan Participant has not been discharged on or before the last Authorized day, and the Plan Participant needs additional days to be Authorized, the Plan Participant must make sure his Physician or Hospital contacts the Claims Administrator's Care Management Department to request Concurrent Review for Authorization of additional days. This request for continued hospitalization must be made on or before

the Plan Participant's last Authorized day so the Claims Administrator can review and respond to the request that day. If the Claims Administrator Authorized the request, the Claims Administrator will again Authorize a certain number of days, repeating this procedure until the Plan Participant is either discharged or the Plan Participant's continued stay request is denied.

- (1) If the Claims Administrator does not receive a request for Authorization for continued stay on or before the Plan Participant's last Authorized day, no days are approved past the last Authorized day, and no additional Benefits will be paid unless the Claims Administrator receives and Authorizes another request. If at any point in this Concurrent Review procedure a request for Authorization for continued stay is received and the Claims Administrator determines that it is not Medically Necessary for the Plan Participant to receive continued hospitalization or hospitalization at the level of care requested, the Claims Administrator will notify the Plan Participant and his Providers, in writing, that the request is denied and no additional days are Authorized.
- (2) If the Claims Administrator denies a Concurrent Review request or level of care request for Hospital Services, the Claims Administrator will notify the Plan Participant, his Physician and the Hospital of the denial. If the Plan Participant elects to remain in the Hospital as an inpatient thereafter, or at the same level of care, the Plan Participant will not be responsible for any charges unless he is notified of his financial responsibility by the Physician or Hospital in advance of incurring additional charges.
- (3) Charges for non-authorized days in the Hospital that the Plan Participant must pay will not apply toward satisfying the Out-of-Pocket Amount.

#### 4. Authorization of Outpatient Services, Including Other Covered Services and Supplies

Certain services, supplies, and Prescription Drugs require the Claims Administrator's Authorization before a Plan Participant receives the services, supplies, or Prescription Drugs. The Authorizations list is shown in the Plan Participant's Schedule of Benefits. The Plan Participant is responsible for making sure his Provider obtains all required Authorizations for him before he receives the services, supplies, or Prescription Drugs. The Claims Administrator may need the Plan Participant's Provider to submit medical or clinical information about the Plan Participant's condition. To obtain Authorizations, the Plan Participant's Provider should contact the Claims Administrator's Care Management Department at the telephone number shown on the Plan Participant's ID card.

- a. If a request for Authorization is denied by the Claims Administrator, the Outpatient services and supplies are not covered.
- b. If Authorization is not requested prior to receiving Outpatient services and supplies requiring Authorization, the Plan will have the right to determine if the services and supplies were Medically Necessary. If the services and supplies were Medically Necessary, Benefits will be provided based on the participating status of the Provider.
- c. Additional amounts the Plan Participant is responsible for because Authorization of Outpatient services and supplies were denied or not requested are considered non-covered and will not apply toward satisfying the Out-of-Pocket Amount.

## **B. Disease Management**

### 1. Qualification

The Plan Participant may qualify for Disease Management programs, at the Plan's discretion, based on various criteria, including a diagnosis of chronic illness, severity, and proposed or rendered treatment. The program seeks to identify candidates as early as possible. Self-management techniques are reinforced and a personal nurse is assigned. The Plan Participant, Physicians and caregivers may be included in all phases of the disease management program. The disease management nurse may also refer Plan Participants to community resources for further support and management.

## 2. Disease Management Benefits

Our Disease Management programs are committed to improving the quality of care for Plan Participants as well as decreasing healthcare costs in populations with a chronic disease. The nurse works with Plan Participants to help them learn the self-care techniques they will need in order to manage their chronic disease, establish realistic goals for life style modification, and improve adherence to their Physician prescribed treatment plan. Blue Cross and Blue Shield of Louisiana is dedicated to supporting the Physician's efforts in improving the health status and well-being of the Plan Participant.

### C. Case Management

1. The Plan Participant may qualify for Case Management services based on various criteria, including diagnosis, severity, length of illness, and proposed or rendered treatment. The program seeks to identify candidates as early as possible and to work with patients, their Physicians and families, and other community resources to assess treatment alternatives and available Benefits.
2. The role of Case Management is to service the Plan Participant by assessing, facilitating, planning and advocating for health needs on an individual basis. The client population who benefits from Case Management is broad and consists of several groups, including those in an acute phase of illness or those with a chronic condition.
3. The Claims Administrator's determination that a particular Plan Participant's medical condition renders the Plan Participant a suitable candidate for Case Management services will not obligate the Claims Administrator to make the same or similar determination for any other Plan Participant. The provision of Case Management services to one Plan Participant will not entitle any other Plan Participant to Case Management services or be construed as a waiver of the Claims Administrator's right, to administer and enforce this Benefit Plan in accordance with its express terms.
4. Unless expressly agreed upon by the Claims Administrator, all terms and conditions of this Benefit Plan, including, but not limited to, maximum Benefit limitations and all other limitations and exclusions, will be and shall remain in full force and effect if a Plan Participant is receiving Case Management services.
5. The Plan Participant's Case Management services will be terminated upon any of the following occurrences:
  - a. The Claims Administrator determines that the Plan Participant is no longer a suitable candidate for the Case Management services or that the Case Management services are no longer necessary.
  - b. The short and long-term goals established in the Case Management plan have been achieved, or the Plan Participant elects not to participate in the Case Management plan.

### D. Alternative Benefits

1. The Plan Participant may qualify for Alternative Benefits, at the Claims Administrator's discretion, based on various criteria, including diagnosis, severity, length of illness, and proposed or rendered treatment. The program seeks to identify candidates as early as possible and to work with patients, their Physicians and families, and other community resources to assess treatment alternatives and available Benefits when it is determined to be beneficial to the Plan Participant and to the Group.
2. The Claims Administrator's determination that a particular Plan Participant's medical condition renders the Plan Participant a suitable candidate for Alternative Benefits will not obligate the Claims Administrator to make the same or similar determination for any other Plan Participant; nor will the provision of Alternative Benefits to a Plan Participant entitle any other Plan Participant to Alternative Benefits or be construed as a waiver of the Claims Administrator's right, to administer and enforce this Benefit Plan in accordance with its express terms.

3. Unless expressly agreed upon by the Claims Administrator, all terms and conditions of this Benefit Plan, including, but not limited to, maximum Benefit limitations and all other limitations and exclusions, will be and shall remain in full force and effect if a Plan Participant is receiving Alternative Benefits.
4. Alternative Benefits provided under this Article are provided in lieu of the Benefits to which the Plan Participant is entitled under this Benefit Plan and accrue to the maximum Benefit limitations under this Plan.
5. The Plan Participant's Alternative Benefits will be terminated upon any of the following occurrences:
  - a. The Claims Administrator determines, in their sole discretion, that the Plan Participant is no longer a suitable candidate for the Alternative Benefits or that the Alternative Benefits are no longer necessary.
  - b. The Plan Participant receives care, treatment, services, or supplies for the medical condition that are excluded under this Benefit Plan, and that are not specified as Alternative Benefits approved by the Claims Administrator.

## **ARTICLE XVII. LIMITATIONS AND EXCLUSIONS**

- A. Benefits for conditions, Services, Surgery, supplies and treatment that are not covered under this Plan and are excluded.
- B. If a Plan Participant has Complications from excluded conditions, Surgery, or treatments; Benefits for such conditions, services, Surgery, supplies and treatment are excluded.
- C. Any of the limitations and exclusions listed in this Benefit Plan may be deleted or revised as shown in the Schedule of Benefits.
- D. Unless otherwise shown as covered in the Schedule of Benefits, the following are excluded:
  1. Services, treatments, procedures, equipment, drugs, devices, items or supplies that are not Medically Necessary, as defined by Benefit Plan. The fact that a Physician or other Provider prescribes, orders, recommends or approves a service or supply, or that a court orders a service or supply to be rendered, does not make it Medically Necessary.
  2. Any charges exceeding the Allowable Charge.
  3. Incremental nursing charges which are in addition to the Hospital's standard charge for Bed, Board and General Nursing Service; charges for luxury accommodations or any accommodations in any Hospital or Allied Health Facility provided primarily for the patient's convenience; or Bed, Board and General Nursing Service in any other room at the same time Benefits are provided for use of a Special Care Unit.
  4. Benefits are excluded for services, Surgery, supplies, treatment, or expenses:
    - a. other than those specifically listed as covered by this Benefit Plan. Benefits are not payable for services a Plan Participant has no obligation to pay, or for which no charge or a lesser charge would be made if a Plan Participant had no health coverage. Benefits are available when Covered Services are rendered at medical facilities owned and operated by the state of Louisiana or any of its political subdivisions;
    - b. rendered or furnished before the Plan Participant's Effective Date;
    - c. which are performed by or upon the direction of a Provider, Physician or Allied Health Professional acting outside the scope of his license;

- d. paid or payable under Medicare Parts A or B when a Plan Participant has Medicare, except when Medicare Secondary Payer provisions apply;
  - e. which are Investigational in nature, except as specifically provided in this Benefit Plan. Investigational determinations are made in accordance with the Claims Administrator's policies and procedures.
  - f. rendered as a result of occupational disease or injury compensable under any Workers' Compensation Law subject to the provisions of La. R.S. 23:1205(C) federal or state Workers Compensation Laws and/or any related programs, including but not limited to the Jones Act, Federal Employers Liability Act, Federal Employees Compensation Act, Longshore and Harbor Workers Compensation Act, Black Lung Benefits Act, Energy Employees Occupational Illness Compensation Program, and Title 23 of the Louisiana Revised Statutes whether or not coverage under such laws or programs is actually in force.
  - g. Received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group.
  - h. rendered, prescribed or otherwise provided by a Provider who is the Plan Participant, who is the Plan Participant's Spouse, child, stepchild, parent, stepparent or grandparent.
  - i. for telephone calls, video communication, text messaging, e-mail messaging, instant messaging or patient portal communications between the Plan Participant and their Provider unless specifically stated as covered under the Telehealth Services Benefit; for services billed with Telehealth codes not suitable for the setting in which the services are provided; for Telehealth Services not permitted by Claims Administrator, and for telehealth Services rendered by Providers not permitted by the Claims Administrator;
  - j. for failure to keep a scheduled visit, completion of a Claim form, to obtain medical records of information required to adjudicate a Claim, or for access to or enrollment in or with any Provider;
  - k. for services performed in the home unless the services meet the definition of Home Health, or otherwise covered specifically in this policy, or are approved by Us;
  - l. for any incidental procedure, unbundled procedure, or mutually exclusive procedure, except as described in this Benefit Plan; or
  - m. for paternity tests and test performed for legal purposes
5. Benefits are excluded for services in the following categories:
- a. Those for diseases contracted or injuries sustained as a result of war, declared or undeclared, or any act of war.
  - b. Those occurring as a result of taking part in a riot or acts of civil disobedience.
  - c. Those occurring as a result of a Plan Participant's commission or attempted commission of a felony. This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. Benefits are available to the Plan Participant for treatment of illness and/or injuries arising out of an act of domestic violence or a medical condition (including both physical and mental conditions); or in case of emergency care, the initial medical screening examination, treatment and stabilization of an Emergency Medical Condition.
  - d. for treatment of any Plan Participant detained in a correctional facility who has been adjudicated or convicted of the criminal offense causing the detention.
6. Services, Surgery, supplies, or treatment in connection with or related to, or Complications from the following, regardless of any claim of Medical Necessity:

- a. rhinoplasty;
  - b. blepharoplasty services identified by CPT codes 15820, 15821, 15822, 15823; brow ptosis identified by CPT code 67900; or any revised or equivalent codes;
  - c. gynecomastia; and/or
  - d. breast reduction, except for breast reconstructive services as specifically provided in this Benefit Plan or unless the estimated weight to be removed during breast reduction is greater than five hundred (500) grams excess breast tissue per breast to be reduced; the patient is not more than thirty percent (30%) over ideal body weight; and the Plan Participant has one of the following associated symptoms:
    - (1) back, neck, or shoulder pain;
    - (2) paresthesias of hands or arms in ulnar distribution;
    - (3) permanent shoulder grooving from bras straps;
  - e. implantation, removal and/or re-implantation of breast implants and services, illnesses, conditions, Complications and/or treatment in relation to, or as a result of, breast implants; except breast reconstructive services as specifically provided in this Benefit Plan;
  - f. implantation, removal and/or re-implantation of penile prosthesis and services, illnesses, conditions, Complications and/or treatment in relation to or as a result of penile prosthesis;
  - g. diastasis recti;
  - h. biofeedback; and/or
  - i. lifestyle/habit changing clinics and/or programs, except those the law requires Us to cover or those the Plan Administrator offer, endorse, approve, or promote as part of your healthcare coverage under this Benefit Plan. Some of these programs may be offered as a value-added program subject to minimal additional cost. If clinically eligible to participate, You voluntarily choose whether to participate in the program.
  - j. Wilderness camp/programs are excluded except when provided by a qualified Residential Treatment Center and approved by US as Medically Necessary for the treatment of mental health conditions or substance use disorders;
  - k. Treatment related to sexual dysfunctions, low sexual desire disorder or other sexual inadequacies, except for Medically Necessary penile implants;
  - l. Erectile Dysfunction services rendered to Plan Participants who are not age eighteen (18) or older;
  - m. Treatment related to sex transformations;
  - n. Industrial testing or self-help programs, including, but not limited to, stress management programs, work hardening programs and/or functional capacity evaluation; driving evaluations, etc.;
  - o. Recreational therapy primarily to enhance athletic abilities; and/or
  - p. Inpatient pain rehabilitation or Inpatient pain control programs.
7. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, or treatment in connection with or related to, or Complications from the following, regardless of Medical Necessity:
- a. eyeglasses or contact lenses (unless it is for the initial fitting required following cataract Surgery);

- b. eye exercises, visual training, or orthoptics;
  - c. hearing aids or for examinations for the prescribing or fitting of hearing aids;
  - d. hair pieces, hair implants, hair growth, and/or wigs, except for one (1) wig if the hair loss is the result of medical treatment;
  - e. the correction refractive errors of the eye, including, but not limited to, radial keratotomy and laser Surgery;
  - f. visual therapy.
8. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment or expenses related to:
- a. Any costs of donating an organ or tissue for transplant when the Plan Participant is a donor, except as provided in this Benefit Plan.
  - b. transplant procedures for any human organ or tissue transplant not specifically listed as covered. Related services or supplies include administration of high dose chemotherapy to support transplant procedures.
  - c. the transplant of any non-human organ or tissue.
  - d. bone marrow transplants and stem cell rescue (autologous and allo geneic) are not covered, except as provided in this Benefit Plan.
  - e. Gene Therapy or Cellular Immunotherapy if prior Authorization is not obtained or if the services are performed at an administering Facility that has not been approved in writing by the Claims Administrator prior to services being rendered.
9. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any of the following, except as specifically provided for in this Benefit Plan or in the Schedule of Benefits:
- a. Bariatric Surgery procedures including, but not limited to:
    - (1) Roux-en-Y gastric bypass;
    - (2) Laparoscopic adjustable gastric banding;
    - (3) Sleeve gastrectomy;
    - (4) Duodenal switch with biliopancreatic diversion
  - b. weight reduction programs;
  - c. removal of excess fat or skin, or services at a health spa or similar facility; or
  - d. obesity or morbid obesity
10. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for food or food supplements, formulas and medical foods, including those used for gastric tube feedings. This exclusion does not apply to Low Protein Food Products described in the Benefit Plan.
11. Benefits are excluded for Prescription Drugs that the Claims Administrator determines are not Medically Necessary for the treatment of illness or injury. The following are also excluded unless shown as covered in the Schedule of Benefits:
- a. lifestyle-enhancing drugs including but not limited to medications used for:

- (1) cosmetic purposes (e.g., Botox®, Renova®, Tri-Luma®),
  - (2) hair loss or restoration (e.g., Propecia®, Rogaine®),
  - (3) effects of aging on the skin,
  - (4) medications for obesity, weight loss, weight management, or weight maintenance (e.g., Contrave®, Qsymia®, Saxenda®, Wegovy™), or
  - (5) enhancing athletic performance.
- b. any medication not proven effective in general medical practice;
  - c. Investigational drugs and drugs used other than for the FDA approved indication along with all Medically Necessary services associated with the administration of the drug, except drugs that are not FDA approved for a particular indication but that are recognized for treatment of the covered indication in a standard reference compendia or as shown in the results of controlled clinical studies published in at least two peer reviewed national professional medical journals or the drug is expected to provide a similar clinical outcome for the covered indication as those included in nationally accepted standards of medical practice as determined by the Claims Administrator;
  - d. fertility drugs;
  - e. Prescription vitamins not listed as covered in the Prescription Drug Formulary (including but not limited to Enlyte);
  - f. nutritional or dietary supplements, or herbal supplements and treatments except those required to be covered by the United States Preventive Service Task Force preventive service recommendations;
  - g. drugs that can be lawfully obtained without a Physician's order, including select over-the-counter ("OTC") drugs, except those required to be covered for preventive services recommendations;
  - h. refills in excess of the number specified by the Physician or the dispensing limitation described in this Benefit Plan, or a refill prior to seventy-five percent (75%) of day supply used, or any refills dispensed more than one (1) year after the date of the Physician's original prescription;
  - i. compounded drugs that exhibit any of the following characteristics:
    - (1) are similar to a commercially available product;
    - (2) whose principal ingredient(s) are being used for an indication for which there is no FDA approval;
    - (3) whose principal ingredients are being mixed together for administration in a manner inconsistent with FDA approved labeling (e.g., a drug approved for oral use being administered topically);
    - (4) compounded drugs that contain drug products or components of such drug products that have been withdrawn or removed from the market for reasons of safety; or
    - (5) compounded prescriptions whose only ingredients do not require a prescription;
  - j. Prescription Drug Products that include or are packaged with a non-Prescription Drug Product;
  - k. Prescription Drug Compounding Kits;
  - l. Selected Prescription Drug products that are packaged in a way that contains more than one Prescription Drug;



- m. Selected prescription Drug products that contain more than one (1) active ingredient (sometimes called *combination* drugs);
- n. Prescription Drug products that contain marijuana, including medical marijuana;
- o. Selected Prescription Drug products with multiple therapeutic alternatives, which may be available in a greater or lesser strength or different dosage form (e.g., capsule, liquid, suspension, extended release, tamper resistant);
- p. Prescription Drugs filled prior to the Member's Effective Date or after a Member's coverage ends;
- q. replacement of lost or stolen Prescription Drugs, or those rendered useless by mishandling, damage or breakage;
- r. Prescription Drugs, equipment or substances to treat sexual or erectile dysfunction (e.g., Viagra®, Cialis®, Levitra®), low sexual desire disorder (Addy®) or other sexual inadequacies;
- s. Medication, drugs or substances that are illegal to dispense, possess, consume or use under the laws of the United States or any state, or that are dispensed or used in an illegal manner;
- t. Growth hormone therapy, except for treatment of chronic renal insufficiency, AIDS wasting, Turner's Syndrome, and Prader Willi Syndrome, Noonan Syndrome, wound healing in bum patients, growth delay in patients with severe burns, short bowel syndrome, short stature homeobox-containing gene (SHOX) deficiency, or growth hormone deficiency when a Physician confirms growth hormone deficiency with abnormal provocative stimulation testing;
- u. Prescription Drugs for and/or treatment of idiopathic short stature;
- v. Prescription Drug coverage for Controlled Dangerous Substances may be limited or excluded when Controlled Dangerous Substances have been prescribed by multiple prescribers on a concurrent basis, where a prescriber agrees prescriptions were obtained through Plan Participant's misrepresentation to that prescriber. Limitation may include, but is not confined to requiring future Controlled Dangerous Substances to be obtained from only one prescriber and one pharmacy;
- w. Prescription Drugs subject to the Step Therapy program when the Step Therapy program was not utilized or the drug was not approved by the Claims Administrator or its Pharmacy Benefit Manager;
- x. topically applied prescription drug preparations that are approved by the FDA as medical devices;
- y. Prescription Drugs approved for self-administration (e.g., oral or self-injectable drugs) are excluded when obtained from a Physician or other Provider, unless the Provider is contracted with the Claims Administrator's Pharmacy Benefit Manager;
- z. Covered antihemophilic drugs, immune globulins, drugs recommended by the Food and Drug Administration (FDA) prescribing information to be administered by a healthcare professional, or drugs whose routes of administration include but are not limited to intravenous bolus and infusion, intramuscular, implantable, intrathecal, intraperitoneal, intrauterine, pellets, pumps, and other routes of administration as determined by BCBSLA are covered under the medical benefit and excluded under the pharmacy benefit. Services or supplies provided by any governmental Hospital or Allied Health Facility such as a charitable or nonprofit Hospital, mental institution or sanatorium, except in those cases where enforcement of this exclusion would be prohibited by federal law or the laws of the State of Louisiana; and
- aa. Sales tax or interest including sales tax on Prescription Drugs. Any applicable sales tax imposed on Prescription Drugs will be included in the cost of the Prescription Drugs in determining the Plan Participant's Coinsurance and the Plan's financial responsibility. The Plan will cover the cost of sales tax imposed on eligible Prescription Drugs, unless the total Prescription Drug Cost is less

than the Plan Participant's Copayment, in which case, the Plan Participant must pay the Prescription Drug cost and sales tax. The Plan Participant will not pay more than the applicable Prescription Drug Copayment shown on the Schedule of Benefits.

12. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for personal comfort, personal hygiene and convenience items including, but not limited to, air conditioners, humidifiers, exercise equipment, personal fitness equipment, or alterations to a Plan Participant's home or vehicle.
13. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for charges for the delivery of healthcare, diagnosis, consultation, or treatment of a Plan Participant, unless the Provider is physically present with the Plan Participant at the time services are rendered, are not covered unless approved by the Claims Administrator. Covered Services delivered using technology, including but not limited to audio and video transmission, telephone, or email may be subject to Authorization as shown in the Schedule of Benefits.
14. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for charges for failure to keep a scheduled visit, completion of a Claim form, to obtain medical records or information required to adjudicate a Claim, or for access to or enrollment in with any Provider.
15. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for routine foot care; palliative or cosmetic care or treatment and treatment of flat feet; except for Medically Necessary Surgery. Additionally, Benefits for cutting corns and calluses, nail trimming or debriding, or supportive devices of the foot are available for persons who have been diagnosed with diabetes when those services are Medically Necessary.
16. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any abortion other than to save the life of the mother, when Pregnancy Care Benefits are applicable.
17. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services or supplies related to the diagnosis and treatment of infertility including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment.
18. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for hospital, surgical or medical services rendered in connection with the pregnancy of a covered Dependent Child or Grandchild.
19. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for prenatal and postnatal services or supplies of a Gestational Carrier, including, but not limited to, Hospital, Surgical, Mental Health, pharmacy or medical services.
20. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for acupuncture, anesthesia by hypnosis, or charges for anesthesia for non-Covered Services.
21. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Cosmetic Surgery and any Complications of Cosmetic Surgery, unless required for a Congenital Anomaly or Mastectomy.
22. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Dental Care and Treatment and dental appliances except as specified in this Benefit Plan under Oral Surgery Benefits.
23. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for medical exams and/or diagnostic tests for routine or periodic physical examinations, screening examinations and immunizations, including occupational, recreational, camp or school required examinations, except as specifically provided in this Benefit Plan.
24. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for travel expenses of any kind or type other than covered Ambulance Services to the closest hospital equipped to adequately

treat the Plan Participant's condition, except as specifically provided in this Benefit Plan, or as approved by the Claims Administrator.

25. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Repatriation of remains from an international location back to the United States is not covered. Private or commercial air or sea transportation is not covered. Plan Participants traveling overseas should consider purchasing a travel insurance policy that covers Repatriation to your home country and air/sea travel when ambulance is not required..
26. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for educational services and supplies, training or re-training for a vocation, or the diagnosis, testing, or treatment for remedial reading, dyslexia and other learning disabilities. This includes Applied Behavior Analysis (ABA) services that are not habilitative treatment and specifically target academic and/or educational goals; and para-professional or shadowing services utilized as maintenance and/or Custodial Care to support academic learning opportunities in a classroom setting. This exclusion for educational services and supplies does not apply to training and education for diabetes. This exclusion for educational services and supplies does not apply to training and education for diabetes or any United States Preventive Services Task Force recommendations that are required to be covered by law.
27. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for admission to a Hospital primarily for the purpose of Diagnostic Services which could have been provided safely and adequately in some other setting, (e.g., Outpatient department of a Hospital or Physician's office.)
28. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Custodial Care, nursing home or custodial home care, regardless of the level of care required or provided.
29. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Hospital Charges for a well newborn, except as specifically provided for in this Benefit Plan.
30. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for counseling services such as career counseling, marriage counseling, divorce counseling, grief counseling, parental counseling and employment counseling. This exclusion does not apply to counseling services required to be covered by Preventive or Wellness Care or when required by law.
31. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for medical and surgical treatment for snoring in the absence of obstructive sleep apnea, including laser-assisted uvulopalatoplasty (LAUP).
32. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for paternity tests, tests performed for legal purposes.
33. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Genetic testing, unless the results are specifically required for a medical treatment decision on the Member.
34. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for reversal of a voluntary sterilization procedure.
35. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any Durable Medical Equipment, disposable medical equipment, items and supplies over reasonable quantity limits as determined by the Claims Administrator. Portable defibrillators are not covered. Implantable defibrillators and wearable defibrillators are covered when Authorized by the Claims Administrator.
36. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services or supplies for pre-implantation genetic diagnosis and pre-genetic determination.
37. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services or supplies for the prophylactic storage of cord blood.
38. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for sleep studies, unless performed as a home sleep study or performed in a sleep laboratory that is accredited by the

Joint Commission or the American Academy of Sleep Medicine (AASM). If a sleep study is not performed as a home sleep study, not performed in a network accredited sleep laboratory, or a sleep study is denied, then neither the sleep study nor any professional Claims associated with the sleep study are eligible for coverage.

39. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Applied Behavior Analysis (ABA) that the Claims Administrator has determined is not Medically Necessary. The following are also excluded: ABA rendered to Plan Participants age seventeen (17) and older; ABA rendered by a Provider that has not been certified as an assistant behavior analyst or licensed as a behavior analyst by the Louisiana Behavior Analyst Board; and Applied Behavior Analysis is not covered for conditions other than Autism Spectrum Disorders.

## **ARTICLE XVIII. CONTINUATION OF COVERAGE RIGHTS**

### **A. Leave of Absence**

#### **1. Leave of Absence without Pay, Employer Contributions to Premiums**

- a. An Employee who is granted leave of absence without pay due to a service related injury may continue coverage and the Employer shall continue to pay its portion of health plan premiums for up to twelve (12) months if the Employee continues his coverage. Failure of the Employee to pay the premium will result in cancellation of coverage.
- b. An Employee who suffers a service related injury that meets the definition of a total and permanent disability under the worker's compensation laws of Louisiana may continue coverage and the Employer shall continue to pay its portion of the premium until the Employee becomes gainfully employed or is placed on state disability retirement.
- c. An Employee who is granted leave of absence without pay in accordance with the federal Family and Medical Leave Act (FMLA) may continue coverage during the time of such leave and the Employer shall continue to pay its portion of premiums if the Employee continues his coverage. Failure of the Employee to pay the premium will result in cancellation of coverage.

#### **2. Leave of Absence Without Pay – No Employer Contributions to Premiums**

An Employee granted leave of absence without pay for reasons other than those stated above in paragraph a, may continue to participate in this Benefit Plan for a period up to twelve (12) months upon the Employee's payment of the full premiums due.

### **B. Surviving Spouse/Dependents Continuation**

1. Benefits under the Plan for covered Dependents of a deceased covered Employee or Retiree will terminate on the last day of the month in which the Employee's or Retiree's death occurred unless the surviving covered Dependents elect to continue coverage.
  - a. The surviving legal Spouse of an Employee or Retiree may continue coverage unless or until the surviving Spouse is or becomes eligible for coverage under a group health plan other than Medicare. The surviving Spouse of an Employee or Retiree can have Medicare and continue coverage.
  - b. The surviving Dependent Child of an Employee or Retiree may continue coverage unless or until such Dependent Child is or becomes eligible for coverage under a group health plan other than Medicare, or until the end of the month of the attainment of the termination age for that specific Dependent Child, whichever occurs first.
  - c. Coverage provided by the Civilian Health and Medical Program of the Uniform Services (CHAMPUS/TRICARE) or successor will not be sufficient to terminate the coverage of an otherwise eligible surviving Spouse or a Dependent Child.

- d. A surviving Spouse or Dependent Child cannot add new Dependents to continued coverage other than a Child of the deceased Employee or Retiree born after the Employee's or Retiree's death.
2. Employer and Dependent Responsibilities
    - a. It is the responsibility of the surviving covered Dependent to notify the Plan Administrator within sixty (60) days of the death of the Employee or Retiree.
    - b. The Plan Administrator will notify the surviving Dependents of their right to continue coverage.
    - c. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of receipt of notification, and premium payment must be made within forty-five (45) days of the date continued coverage is elected for coverage retroactive to the date coverage would have otherwise terminated.
  3. Coverage for the surviving Spouse under this section will continue until the earliest of the following events:
    - a. Failure to pay the applicable premiums, contributions and surcharges.
    - b. Eligibility of the surviving Spouse under a group health plan other than Medicare.
  4. Coverage for a surviving Dependent Child under this section will continue until the earliest of the following events:
    - a. Failure to pay the applicable premiums, contributions and surcharges.
    - b. Eligibility of the surviving Dependent Child for coverage under any group health plan other than Medicare.
    - c. The end of the month of the attainment of termination age for that specific Dependent Child. The provisions of Section B above are applicable to surviving Dependents who, on or after July 1, 1999, elect to continue coverage following the death of an Employee or Retiree. Continued coverage for surviving Dependents that made such election before July 1, 1999, shall be governed by the rules in effect at the time of the election.

### **C. Over-Age Dependents**

If a Dependent Child is incapable (and became incapable prior to attainment of age twenty-six (26)) of self-sustaining employment, by reason of physical or mental disability, the coverage for the Dependent Child may be continued for the duration of incapacity.

1. No earlier than six (6) months prior to the Dependent Child reaching age twenty-six (26), an application for continued coverage, must be filed with the Plan Administrator on a form designated by the Plan Administrator, with current medical information from the Dependent Child's attending Physician along with the Child's attending Physician's attestation of the Child's incapacity to perform self-sustaining employment, must be submitted to the Plan Administrator to establish eligibility for continued coverage as set forth above.
2. After the initial approval, the Plan Administrator may require the submission of additional medical or other supporting documentation substantiating the continuance of the disability, but not more frequently than annually, as a precondition to continued coverage.

### **D. Military Leave**

Employees in the National Guard or in the United States military reserves who are called to active military duty and their covered eligible Dependents will have access to continued coverage under this Benefit Plan subject to the submittal of appropriate documentation to the Plan Administrator.

When an Employee is called to active military duty, the Employee and their covered eligible Dependents may:

1. continue participation in the Plan during the period of active military service, in which case the Employer may continue to pay its portion of premiums; or
2. cancel participation in the Plan during the period of active military service, in which case the Employee may apply for reinstatement of coverage within thirty (30) days of:
  - a. the date of the Employee's re-employment with the Employer; or
  - b. the Dependent's date of discharge from active military duty; or
  - c. the date of termination of extended health coverage provided as a benefit of active military duty, such as TRICARE Reserve Select. For Employees who elect this option and timely apply for reinstatement coverage, the lapse in coverage during active military duty or extended military coverage will not result in any adverse consequences with respect to the participation schedule set forth in La. R.S. 42:851E and the corresponding rules promulgated by the Office of Group Benefits.

## **E. COBRA Continuation**

During the period of continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Benefits will be identical to those provided to others enrolled in this Plan under its standard eligibility provisions for Employees, Retirees and their Dependents.

### **1. Employees**

- a. Coverage under this Plan for a covered Employee will terminate on the last day of the calendar month during which employment is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or coverage under a Leave of Absence expires unless the covered Employee elects to continue coverage at the Employee's own expense. Employees terminated for gross misconduct are not eligible for COBRA coverage.
- b. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the date of the election notification, and premium payment must be made within forty-five (45) days of the date the Employee elects continued coverage. Coverage will be retroactive to the date it would have otherwise terminated.
- c. If employment for a covered Employee is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or Leave of Absence has expired, and the Employee has not elected to continue coverage, the covered Spouse and/or covered Dependent Children may elect to continue coverage at his own expense. The elected coverage will be subject to the above stated notification provisions.

### **2. Surviving Dependents**

- a. Coverage under this Plan for covered surviving Dependents of an Employee or Retiree will terminate on the last day of the month in which the Employee's or Retiree's death occurs, unless the surviving covered Dependents elect to continue coverage at their own expense.
- b. It is the responsibility of the surviving covered Dependent to notify the Plan Administrator within thirty (30) days of the death of the Employee or Retiree. The Plan Administrator will notify the surviving Dependents of their right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the date of the election notification.
- c. Payment of premiums, contributions and surcharges must be made within forty-five (45) days of the date the continued coverage was elected, retroactive to the date coverage would have terminated. After the first payment for COBRA coverage, monthly payments for each subsequent

month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

3. Ex-Spouse/Ex-Stepchildren – Divorce, Annulment, Legal Separation or Death

- a. Coverage under this Plan for an Employee's or Retiree's Spouse (and any stepchildren enrolled in the Plan) will terminate on the last day of the month during which dissolution of the marriage occurs by virtue of a legal decree of divorce, annulment, or legal separation from the Employee or Retiree, unless the covered Ex-Spouse elects to continue coverage at his own expense.
- b. Coverage under this Plan for an Employee's/Retiree's stepchild will terminate on the last day of the month of the death of the Employee's/Retiree's Spouse who is the stepchild's parent.
- c. The Employee/Retiree or the ex-Spouse/ex-stepchild shall notify the Plan Administrator of the divorce, annulment, legal separation or death within sixty (60) days from the date of the divorce, annulment, legal separation or death. The Plan Administrator will notify the ex-Spouse (and any ex-stepchildren of the Employee/Retiree who were enrolled on the Plan) within fourteen (14) days of his right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the election notification.
- d. Payment of premiums, contributions and surcharges must be made within forty-five (45) days of the date continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

4. Dependent Children

- a. Coverage under this Plan for a covered Dependent Child will terminate on the last day of the month during which the Dependent Child no longer meets the definition of an eligible covered Dependent, unless the Dependent Child elects to continue coverage at his own expense.
- b. It is the responsibility of the Dependent Child to notify the Plan within sixty (60) days of the date coverage would have terminated. The Plan Administrator will notify the Dependent Child within fourteen (14) days of his right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of receipt of the election notification.
- c. Premium payment must be made within forty-five (45) days of the date the continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

5. Dependents of COBRA Participants

- a. If a covered terminated Employee has elected to continue coverage and if during the period of continued coverage the covered Spouse or a covered Dependent Child becomes ineligible for coverage due to:
  - (1) Death of the Employee,
  - (2) Divorce, Annulment or Legal Separation from the Employee, or
  - (3) A Dependent Child no longer meets the definition of an eligible covered Dependent, then, the Spouse and/or Dependent Child may elect to continue COBRA coverage at his own expense. Coverage will not be continued beyond thirty-six (36) months from the date coverage would have otherwise terminated.

- b. It is the responsibility of the Spouse and/or the Dependent Child to notify the Plan Administrator within sixty (60) days of the date COBRA coverage would have terminated.
- c. Monthly payments for each month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

#### 6. Disability COBRA

- a. If a Plan Participant is determined by the Social Security Administration or by the Plan Administrator staff (in the case of a person who is ineligible for Social Security Disability benefits due to insufficient quarters of employment) to have been totally disabled on the date the Plan Participant became eligible for continued coverage or within the initial eighteen (18) months of continued coverage, coverage under this Plan may be extended at his own expense up to a maximum of twenty-nine (29) months from the date coverage would have otherwise terminated.
- b. To qualify for disability COBRA, the Plan Participant must:
  - (1) Submit a copy of his Social Security Administration's disability determination to the Plan Administrator before the initial eighteen (18) month continued coverage period expires and within sixty (60) days after the latest of:
    - (a) The date of issuance of the Social Security Administration's disability determination; or
    - (b) The date on which the qualified beneficiary loses (or would lose) coverage under terms of the Plan as a result of the covered Employee's termination or reduction of hours.
  - (2) In the case of a person who is ineligible for Social Security disability benefits due to insufficient quarters of employment, submit proof of Total Disability to the Plan Administrator before the initial eighteen (18) month continued coverage period expires. The staff and medical director of the Plan Administrator will make the determination of Total Disability based upon medical evidence, not conclusions, presented by the applicant's physicians, work history and other relevant evidence presented by the applicant.
- c. For purposes of eligibility for extended continued coverage under this section, Total Disability means the inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of twelve (12) months. To meet this definition one must have a severe impairment which makes one unable to do his previous work or any other substantial gainful activity which exists in the national economy, based upon a person's residual functional capacity, age, education, and work experience.
- d. Monthly payments for each month of extended disability COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

#### 7. Medicare COBRA

- a. If an Employee becomes entitled to Medicare less than eighteen (18) months before the date the Employee's eligibility for Benefits under this Plan terminates, coverage under this Plan may be extended at his own expense up to a maximum of thirty-six (36) months.
- b. Monthly payments for each month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

#### 8. COBRA continuation coverage will continue until the earliest of the following:

- a. Employees



- (1) Failure to pay the applicable premiums, contributions and surcharges;
  - (2) Eighteen (18) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees or Retirees.
- b. Surviving Dependents, Divorced Spouse, Dependent Children and Dependents of COBRA Participants
- (1) Failure to pay the applicable premiums, contributions and surcharges;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees or Retirees.
- c. Disability COBRA
- (1) Failure to pay the applicable premiums, contributions and surcharges;
  - (2) Twenty-nine (29) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees or Retirees;
  - (6) Thirty (30) days after the month in which the Social Security Administration determines that the Covered Person is no longer disabled. (The Covered Person must report the determination to the Plan Administrator within thirty (30) days after the date of issuance by the Social Security Administration.) In the case of a person who is ineligible for Social Security disability benefits due to insufficient quarters of an employment, thirty (30) days after the month in which the Plan Administrator determines that the Covered Person is no longer disabled.
- d. Medicare COBRA
- (1) Failure to pay the applicable premiums, contributions and surcharges;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees or Retirees.

## ARTICLE XIX.

## COORDINATION OF BENEFITS

### A. Applicability

1. This Coordination of Benefits (“COB”) section applies to This Plan when a Plan Participant has healthcare coverage under more than one Plan. “Plan” and “This Plan” are defined below.
2. This Section is intended to describe whether the Benefits of This Plan are determined before or after those of another Plan when this Section applies.

The Benefits of This Plan:

- a. will not be reduced when, under the terms of this Section and any applicable laws, This Plan determines its Benefits before another Plan.
- b. may be reduced when under the terms of this Section or any applicable laws, another Plan determines its benefits first. That reduction is described in Subsection D of this Section, “When This Plan is Secondary.”

### B. Definitions (Applicable only to this Article of this Benefit Plan)

1. “Allowable Expense” means any healthcare expense, including coinsurance or copayments, and without reduction for any applicable deductible, that is covered in full or in part by any of the plans covering the person.
  - a. If a Plan is advised by a covered person that all plans covering the person are high-deductible health plans and the person intends to contribute to a health savings account established in accordance with section 223 of the *Internal Revenue Code* of 1986, the primary high-deductible health plan’s deductible is not an allowable expense, except for any healthcare expense incurred that may not be subject to the deductible as described in section 223(c)(2)(C) of the *Internal Revenue Code* of 1986.
  - b. An expense or a portion of an expense that is not covered by any of the Plans is not an allowable expense.
  - c. Any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.
  - d. The following are examples of expenses that are not Allowable Expenses:
    - (1) If a person is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
    - (2) If a person is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount charged by the Provider in excess of the highest reimbursement amount for a specified benefit is not an Allowable Expense.
    - (3) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees is not an Allowable Expense.
    - (4) If a person is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the primary Plan’s payment arrangement shall be the allowable expense for all plans. However, if the Provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the

primary Plan's payment arrangement and if the Provider's contract permits, that negotiated fee or payment shall be the Allowable Expense used by the secondary plan to determine its benefits.

2. "Birthday" refers only to month and day in a calendar year and does not include the year in which the individual is born.
3. "Claim" a request that benefits of a plan be provided or paid. The benefits claimed may be in the form of:
  - a. services (including supplies);
  - b. payment for all or a portion of the expenses incurred;
  - c. a combination of subsections a and b of this Subparagraph; or
  - d. an indemnification.
4. "Claim Determination Period or Plan Year" a period of not less than twelve (12) consecutive months over which Allowable Expenses shall be compared with total benefits payable in the absence of COB to determine whether over insurance exists and how much each Plan will pay or provide.
  - a. The claim determination period is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group or individual contract. A person is covered by a Plan during a portion of a claim determination period if that person's coverage starts or ends during the claim determination period.
  - b. As each claim is submitted, each Plan determines its liability and pays or provides benefits based upon Allowable Expenses incurred to that point in the claim determination period. That determination is subject to adjustment as later Allowable Expenses are incurred in the same claim determination period.
5. "Closed Panel Plan" a plan that provides health benefits to covered persons primarily in the form of services through a panel of Providers that have contracted with or are employed by the plan, and that excludes benefits for services provided by other Providers, except in cases of emergency or referral by a panel member.
6. "Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA" coverage provided under a right of continuation pursuant to federal law.
7. "Coordination of Benefits or COB" a provision establishing an order in which plans pay their claims, and permitting secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed total Allowable Expenses.
8. "Custodial Parent"
  - a. the parent awarded custody of a child by a court decree; or
  - b. in the absence of a court decree, the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.
9. "Group Insurance Contract" means an insurance policy or coverage that is sold in the group market and that are usually sponsored by a person's employer, union, employer organization or employee organization.
10. "Group-Type Contract" a contract that is not available to the general public and is obtained and maintained only because of membership in or a connection with a particular organization or group, including blanket coverage. Group-type contract does not include an individually underwritten and issued guaranteed renewable policy even if the policy is purchased through payroll deduction at a

premium savings to the Plan Participant since the Plan Participant would have the right to maintain or renew the policy independently of continued employment with the employer.

11. "High-Deductible Health Plan" the meaning given the term under section 223 of the *Internal Revenue Code* of 1986, as amended by the Medicare Prescription Drug, Improvement and Modernization Act of 2003.
12. "Hospital Indemnity Benefits" benefits not related to expenses incurred. Hospital indemnity benefits does not include reimbursement-type benefits even if they are designed or administered to give the Plan Participant the right to elect indemnity-type benefits at the time of claim.
13. "Individual Insurance Contract" means an insurance policy or coverage that is sold to an individual and/or his/her family in the individual market.
14. "Plan" a form of coverage with which coordination is allowed. Separate parts of a plan for members of a group that are provided through alternative contracts that are intended to be part of a coordinated package of benefits are considered one plan and there is no COB among the separate parts of the plan. If a plan coordinates benefits, its Benefit Plan shall state the types of coverage that will be considered in applying the COB provision of that contract. Whether the Benefit Plan uses the term "plan" or some other term such as "program," the contractual definition may be no broader than the definition of "plan" in this Subsection.
  - a. Plan includes:
    - (1) Group Insurance Contracts, Individual Insurance Contracts and Subscriber contracts;
    - (2) Uninsured arrangements of group or Group-Type coverage;
    - (3) Group and non-group coverage through closed panel plans;
    - (4) Group-Type Contracts;
    - (5) the medical care components of long-term care contracts, such as skilled nursing care;
    - (6) the medical benefits coverage in automobile "no fault" and traditional automobile "fault" type contracts;
    - (7) Medicare or other governmental benefits, as permitted by law, except as provided in Subparagraph b of this definition. That part of the definition of "Plan" may be limited to the hospital, medical and surgical benefits of the governmental program; and
    - (8) group and non-group insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care.
  - b. Plan does not include:
    - (1) hospital indemnity coverage benefits or other fixed indemnity coverage;
    - (2) accident only coverage;
    - (3) specified disease or specified accident coverage;
    - (4) limited benefit health coverage as defined in La. R.S. 22:47(2)(c), except for group and non-group dental coverage;
    - (5) school accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a "to and from school" basis;

- (6) benefits provided in long-term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services;
  - (7) Medicare supplement policies;
  - (8) a state plan under Medicaid; or
  - (9) a governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other non-governmental plan.
15. "Policyholder or Subscriber" means the primary insured (Plan Participant) named in an Individual Insurance Contract.
16. "Primary Plan" a plan whose benefits for a person's healthcare coverage must be determined without taking the existence of any other plan into consideration. A plan is a primary plan if:
- a. the plan either has no order of benefit determination rules, or its rules differ from those permitted by this regulation; or
  - b. all plans that cover the person use the order of benefit determination rules required by this regulation, and under those rules the plan determines its benefits first.
17. "Provider" a healthcare professional or healthcare facility.
18. "Secondary Plan" a plan that is not a primary plan.
19. "This Plan" means the part of this Benefit Plan and any amendments/endorsements thereto that provides Benefits for healthcare expenses.

### **C. Order of Benefit Determination Rules**

1. When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:
- a. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
    - (1) Except as provided in Paragraph (2) below, a Plan that does not contain a coordination of benefits provision that is consistent with this Section is always primary unless the provisions of both Plans state that the complying plan is primary.
    - (2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that the supplementary coverage shall be excess to any other parts of the Plan provided by the Policyholder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
  - b. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
  - c. When a person is covered under a group Plan and a non-group (individual) Plan, the non-group Plan is always secondary to any group Plan, disregarding any other provision of this Section.
2. The following rules apply when group Plans coordinate benefits among themselves, and when non-group ("individual") Plans coordinate benefits among themselves. Each Plan determines its order of

benefits **using the first of the following rules that applies, and discarding any other successive rules:**

- a. Non-Dependent or Dependent Rule. The Plan that covers the person other than as a dependent, for example the plan that covers a person as an employee, member, policyholder, Plan Participant, Subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, Plan Participant, Subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.
- b. Dependent Child Covered Under More Than One Plan Rule. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
  - (1) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
    - (a) The Plan of the parent whose Birthday falls earlier in the calendar year is the Primary plan; or
    - (b) If both parents have the same Birthday the Plan that has covered the parent the longest is the Primary plan.
  - (2) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
    - (a) If a court decree states that one of the parents is responsible for the dependent child's healthcare expenses or healthcare coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
    - (b) If a court decree states that both parents are responsible for the dependent child's healthcare expenses or healthcare coverage, the provisions of Subparagraph (2)(b)(1) above shall determine the order of benefits.
  - (3) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the healthcare expenses or healthcare coverage of the dependent child, the provisions of Subparagraph (2)(b)(1) above shall determine the order of benefits; or
  - (4) If there is no court decree allocating responsibility for the dependent child's healthcare expenses or healthcare coverage, the order of benefits for the child are as follows:
    - (a) The Plan covering the Custodial parent;
    - (b) The Plan covering the Spouse of the Custodial parent;
    - (c) The Plan covering the non-custodial parent; and then
    - (d) The Plan covering the Spouse of the non-custodial parent.
  - (5) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraphs (2)(b)(1) or (2)(b)(2) above shall determine the order of benefits as if those individuals were the parents of the child.
  - (6) For a dependent child covered under the Spouse's plan:

- (a) For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a Spouse's plan, the rule in Subparagraph (2)(e) (Longer or Shorter Length in Coverage) applies.
- (b) In the event the dependent child's coverage under the Spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule above in Subparagraph (2)(b)(1) to the dependent child's parent(s) and the dependent's Spouse.
- c. Active Employee or Retired or Laid-off Employee Rule. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering that same person as a retired or laid-off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule of Subparagraph (2)(a) can determine the order of benefits.
- d. COBRA or State Continuation Coverage Rule. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, Plan Participant, Subscriber or retiree or covering the person as a dependent of an employee, member, Plan Participant, subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule of Subparagraph (2)(a) determine the order of benefits.
- e. Longer or Shorter Length of Coverage Rule. The Plan that covered the person as an employee, member, policyholder, Plan Participant, Subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.

To determine the length of time a person has been covered under a Plan, two successive plans shall be treated as one if the covered person was eligible under the second plan within twenty-four (24) hours after coverage under the first plan ended.

The start of a new Plan does not include:

- (1) a change in the amount or scope of a Plan's benefits;
- (2) a change in the entity that pays, provides or administers the Plan's benefits; or
- (3) a change from one type of plan to another, such as, from a single employer plan to a multiple employer plan.

The person's length of time covered under a plan is measured from the person's first date of coverage under that plan. If that date is not readily available for a group plan, the date the person first became a member of the group shall be used as the date from which to determine the length of time the person's coverage under the present plan has been in force.

- f. Fall-Back Rule. If none of the preceding rules determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In any event, This Plan will never pay more than it would have paid had it been the Primary plan.

#### **D. When This Plan is Secondary**

Whenever This Plan is secondary to any other Plan, the Benefits of This Plan may be reduced so that no more than the Allowable Expense is ever paid for any given Claim taking into account all the benefits payable to the Plan Participant under all his/her Plans and sum of the Allowable Expenses for any Claim Determination Period. This will apply whether or not a Claim is made. The Benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses. When the

Benefits of This Plan are reduced as described above, each Benefit is reduced in proportion. It is then charged against any applicable Benefit limit of This Plan. In any event, This Plan will never pay more than it would have paid had it been the Primary plan.

#### **E. Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Us any facts We need to pay the Claim.

#### **F. Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a Benefit paid under This Plan. To the extent, such payments are made; they discharge Us from further liability. The term "payment made" includes providing benefits in the form of services, in which case the payment made will be deemed to be the reasonable cash value of any benefits provided in the form of services.

#### **G. Right of Recovery**

If the amount of the payments that We made is more than it should have paid under this COB section, We may recover the excess. We may get such recovery or payment from one or more of:

1. the persons We have paid or for whom We have paid;
2. insurance companies; or
3. other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services. If the excess amount is not received when requested, any Benefits due under This Plan will be reduced by the amount to be recovered until such amount has been satisfied.

### **ARTICLE XX. GENERAL PROVISIONS – GROUP AND PLAN PARTICIPANTS**

THE FOLLOWING GENERAL PROVISIONS ARE APPLICABLE TO THE GROUP AND ALL PLAN PARTICIPANTS. THE GROUP IS THE PLAN SPONSOR FOR THIS PLAN. BLUE CROSS AND BLUE SHIELD OF LOUISIANA PROVIDES ADMINISTRATIVE CLAIMS SERVICES ONLY AND DOES NOT ASSUME ANY FINANCIAL RISK OR OBLIGATION WITH RESPECT TO CLAIMS.

#### **A. The Benefit Plan**

1. To the extent this Benefit Plan may be an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, the Group will be the Plan Administrator of such employee welfare benefit plan and will be solely responsible for meeting any obligations imposed by law or regulation on the administrator of the Plan, except those specifically undertaken by Us herein. To the extent this Benefit Plan provides Benefits for the treatment of certain injuries, exclusions to those covered Benefits do not apply to an extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. Benefits are available to Plan Participants for illness or bodily injury due to an act of domestic violence or a medical condition (including both physical and Mental Health conditions), or for Emergency Medical Services. To the extent this Benefit Plan is subject to COBRA, the Group, or its contracted designee, will be the administrator for the purposes of COBRA. The Group is responsible for establishing and following all required COBRA procedures that may be applicable to the Group. The Group will indemnify and hold the Claims Administrator harmless in the event the Claims Administrator incurs any liability as a result of the Group's failure to do so.



2. The Benefit Plan will not impose eligibility rules or variations in Employee contributions or fees based on a Plan Participant's health status or a health status-related factor.
3. The (Plan Administrator) shall administer the Benefit Plan in accordance with its terms and established policies, interpretations, practices and procedures. It is the express intent of this Benefit Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for Benefits, to make determinations on the termination of coverage for its Employees and Dependents, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.
4. The Claims Administrator will not be liable for or on account of any fault, act, omission, negligence, misfeasance, malfeasance or malpractice on the part of any Hospital or other institution, or any agent or employee thereof, or on the part of any Physician, Allied Provider, nurse, technician or other person participating in or having to do with a Plan Participant's care or treatment.
5. The Claims Administrator shall have the right to enter into any contractual agreements with subcontractors, healthcare Providers, or other third parties relative to this Benefit Plan. Any of the functions to be performed by the Claims Administrator under this Plan may be performed by the Claims Administrator or any of their subsidiaries, affiliates, subcontractors, or designees.
6. Except as specifically provided herein, this Benefit Plan will not make the Claims Administrator liable or responsible for any duty or obligation that is imposed on the Employer by federal or state law or regulations.

#### **B. Amending and Terminating the Benefit Plan**

The Employer intends to maintain this Benefit Plan indefinitely; however, it reserves its right, at any time, to amend, suspend or terminate the plan in whole or in part. This includes amending the Benefits under the plan or the trust agreement, if any.

#### **C. Identification Cards and Benefit Plans**

The Claims Administrator will prepare an identification (ID) card for each covered Employee. The Claims Administrator will issue a Benefit Plan to the Group and print a sufficient number of copies of this Benefit Plan for the Group's covered Employees. At the direction of Group, the Claims Administrator will either deliver all materials to the Group for Group's distribution to the covered Employees, or the Claims Administrator will deliver the materials directly to each covered Employee. Unless otherwise agreed between the Group and the Claims Administrator, the Group has the sole responsibility for distributing all such documents to covered Employees.

#### **D. Benefits Which Plan Participants are Entitled**

1. The liability of the Group is limited to the Benefits specified in this Benefit Plan. If the Benefit Plan is terminated, the rights of the Plan Participants are limited to expenses incurred before termination.
2. Benefits for Covered Services specified in this Benefit Plan will be provided only for services and supplies rendered on and after the Plan Participant's Effective Date by a Provider specified in this Benefit Plan and regularly included in such Provider's charges.
3. Continuity of healthcare services.
  - a. Upon the termination of a contractual agreement with a Provider, notification of the removal of the Provider from the Preferred Care Network will be given to any Plan Participant who has begun a course of treatment by the Provider.

- b. A Plan Participant who is a continuing care patient has the right to continuity of care until the earlier of the completion of the course of treatment or ninety (90) days after the Plan Participant is notified that the Provider has left the Preferred Care Network.
- c. A continuing care patient is one who is:
  - (1) Undergoing a course of treatment for a Serious and Complex condition;
  - (2) Undergoing a course of institutional or Inpatient care;
  - (3) Scheduled to undergo nonelective surgery from the Provider, including receipt of postoperative care;
  - (4) Pregnant and undergoing a course of treatment for the pregnancy; or
  - (5) Terminally ill, which means the medical prognosis is a life expectancy of six (6) months or less, and receiving treatment for the terminal illness from the Provider.
- d. The provisions of continuity of care shall not be applicable if any one of the following occurs:
  - (1) The reason for the termination of a Provider's contractual agreement is a result of documented reasons relative to quality of care, or the suspension, revocation or applicable restriction of the license to practice in Louisiana by the Louisiana State Board of Medical Examiners.
  - (2) The reason for the termination of a Provider's contractual agreement is a result of fraud.
  - (3) The Plan Participant voluntarily chooses to change Providers.
  - (4) The Plan Participant relocates to a location outside of the geographic service area of the Provider of the Preferred Care Network.
  - (5) The Plan Participant's condition does not meet the requirement to be deemed a Serious and Complex Condition.

#### **E. Retroactive Cancellation of Coverage**

- 1. The Plan Administrator may retroactively cancel coverage in the following instances:
  - a. To the extent the cancellation of coverage is attributable to a failure of the Plan Participant to timely pay required premiums, contributions and surcharges toward the cost of coverage; or
  - b. The cancellation of coverage is initiated by the Plan Participant.
- 2. When the Plan Administrator retroactively cancels coverage, the Plan Participant shall be liable to the Plan Administrator for all benefits paid on behalf of the Plan Participant after the effective date of rescission or cancellation of coverage.

#### **F. Termination of Coverage**

Subject to continuation of coverage and COBRA rules, all benefits of a Plan Participant will terminate under this Plan on the earliest of the following dates:

- 1. The date the Plan terminates;
- 2. The date contribution is due if the Plan Participant fails to make any contribution which is required for the continuation of coverage;
- 3. The last day of the month of the Plan Participant's death; or

4. The last day of the month in which the Plan Participant ceases to be eligible as an Employee/Retiree or Dependent.

#### **G. Filing of Claims**

1. All Claims must be filed within ninety (90) days of the date services were rendered, unless it is not reasonably possible to do so. In no event may any Claim be filed later than fifteen (15) months from the date services were rendered.
2. Most Plan Participants that have Prescription Drug coverage will not be required to file claims to obtain Prescription Drug benefits as this is done automatically for the Plan Participant. However, if the Plan Participant must file a claim to access his Prescription Drug benefit, the Plan Participant must use the Prescription Drug Claim Form. The Prescription Drug Claim Form, or an attachment acceptable to the Claims Administrator, may require the signature of the dispensing pharmacist. The claim form should then be sent to the Claim Administrator's Pharmacy Benefit Manager, whose telephone number can be found on the Plan Participant's ID card.

#### **H. Applicable Law**

This Plan will be governed and construed in accordance with the laws and regulations of the State of Louisiana except when preempted by federal law. This Plan is not subject to regulation by any state other than the State of Louisiana. If any provision of this Benefit Plan is in conflict with **any applicable** statutes or regulations United States of America or the State of Louisiana, the provision is automatically amended to meet the minimum requirements of the statute or regulation. Any legal action filed against the Plan must be filed in the appropriate court in the State of Louisiana.

#### **I. Legal Action**

1. No lawsuit related to a Claim may be filed any later than twelve (12) months after the Claims are required to be filed.
2. Any and all lawsuits, other than those related to Claims, as stated above, must be brought within one (1) year of the end of the Benefit Period.

#### **J. Release of Information**

The Claims Administrator may request that the Plan Participant or the Provider furnish certain information relating to the Plan Participant's Claim for Benefits. The Claims Administrator will hold such information, records, or copies of records as confidential except where in the Claims Administrator's discretion the same should be disclosed.

#### **K. Assignment**

1. A Plan Participant's rights and Benefits under this Plan are personal to him and may not be assigned in whole or in part by the Plan Participant. The Claims Administrator will recognize assignments of Benefits to Hospitals if both this Plan and the Provider are subject to La. R.S. 40:2010. If both this Plan and the Provider are not subject to La. R.S. 40:2010, the Claims Administrator will not recognize assignments or attempted assignments of Benefits. Nothing contained in the written description of health coverage shall be construed to make the Plan or the Claims Administrator liable to any third party to whom a Plan Participant may be liable to for the cost of medical care, treatment, or services.
2. The Plan reserves the right to pay Preferred Network Providers directly instead of paying the Plan Participant.

#### **L. Plan Participant/Provider Relationship**

1. The choice of a Provider is solely the Plan Participant's.

2. The Claims Administrator and all network Providers are to each other independent contractors, and will not be considered to be agents, representatives, or employees of each other for any purpose whatsoever. The Claims Administrator does not render Covered Services, but only makes payment, on behalf of the Plan, for Covered Services for which the Plan Participant receives. Neither the Plan nor the Claims Administrator will be held liable for any act or omission of any Provider, or for any Claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Plan Participant while receiving care from any network Provider or in any network Provider's facilities. The Plan and the Claims Administrator have no responsibility for a Provider's failure or refusal to render Covered Services to the Plan Participant.
3. The use or non-use of an adjective such as Preferred Network, Participating, and Non-Participating in referring to any Provider is not a statement as to the ability of the Provider.

#### **M. This Benefit Plan and Medicare**

1. For Employers having twenty (20) or more active Employees, federal law and regulations require that each active Employee age sixty-five (65) or older, and each active Employee's Spouse age sixty-five (65) or older, may elect to have coverage under this Plan or under Medicare.
  - a. Where such Employee or such Spouse elects coverage under this Plan, this Plan will be the primary payor of Benefits with the Medicare program the secondary payor.
  - b. This Plan will not provide Benefits to supplement Medicare payments for Medicare eligible expenses for an active Employee age sixty-five (65) or older or for a Spouse age sixty-five (65) or older of an active Employee where such Employee or such Spouse elects to have the Medicare program as the primary payor.
2. Under federal law, if an active Employee under age sixty-five (65) or an active Employee's Dependent under age sixty-five (65) is covered under a group Benefit Plan of an employer with one hundred (100) or more Employees and also has coverage under the Medicare program by reason of Social Security disability, the Group Benefit Plan is the primary payor and Medicare is the secondary payor.
3. For persons under age sixty-five (65) who are covered under this Plan and who also have coverage under the Medicare program solely by reason of end-stage renal disease, the Medicare program will be the primary payor and this Plan the secondary payor, except that during the first thirty (30) month period that such persons are eligible for Medicare benefits solely by reason of end-stage renal disease, this Plan will be the primary payor and Medicare the secondary payor.
4. When this Plan is the primary payor, it will provide regular Benefits for Covered Services.

When this Plan is the secondary payor, it will provide Benefits based on the lesser of: the Medicare approved amount or the Plan's Allowable Charge. When an Allied Provider or Physician is not required by Medicare to accept the Medicare approved amount as payment in full, the Plan will base Benefits on the lesser of: the Medicare approved amount plus Medicare's limiting charge, if applicable, or the Claims Administrator's Allowable Charge.

#### **N. Notice**

Any notice required under this Plan must be in writing. Any notice required to be given to a Plan Participant will be considered delivered when deposited in the United States Mail, postage prepaid, addressed to the Plan Participant at his address as the same appears on the Claims Administrator's records. Any notice that a Plan Participant must give the Group at the address as the same appears in this Benefit Plan. The Group, the Claims Administrator, or a Plan Participant may, by written notice, indicate a new address for giving notice.

#### **O. Job-Related Injury or Illness**

The Group must report any job-related injury or illness of a Plan Participant to the appropriate federal or state governmental agency where so required under the provisions of any federal or state laws and/or related programs. This Plan, with any described exceptions, excludes Benefits for any services rendered as a result

of occupational disease or injury compensable under any federal or state Workers' Compensation laws and/or any related programs including, but not limited to the Jones Act, Federal Employers Liability Act, Federal Employees Compensation Act, Longshore and Harbor Workers' Compensation Act, Black Lung Benefits Act, Energy Employees Occupational Illness Compensation Program, and Title 23 of the Louisiana Revised Statutes whether or not coverage under such laws or programs is actually in force. In the event Benefits are initially extended by the Plan and a compensation carrier, employer, governmental agency or program, insurer or any other entity makes any type of settlement with the Plan Participant, or with any person entitled to receive settlement where the Plan Participant dies, or if the Plan Participant's injury or illness is found to be compensable under federal or state Workers' Compensation laws or programs, the Plan Participant must reimburse the Plan for Benefits extended or direct the compensation carrier, employer, governmental agency or program, insurer or any other entity to make such reimbursement. The Group will be entitled to such reimbursement even if the settlement does not mention or excludes payment for healthcare expenses .

#### **P. Subrogation**

1. To the extent that Benefits for Covered Services are provided or paid under this Benefit Plan, the Group will be subrogated and will succeed to the Plan Participant's right for the recovery of the amount paid under this Benefit Plan against any person, organization or other carrier even where such carrier provides Benefits directly to a Plan Participant who is its insured. The acceptance of such Benefits hereunder will constitute acknowledgment of such subrogation rights.
2. The Plan Participant will reimburse the Plan all amounts recovered by suit, settlement, or otherwise from any third party or the Plan Participant's insurer to the extent of the Benefits provided or paid under this Plan. The Plan's right to reimbursement comes first even if the Plan Participant is not paid for all of the Plan Participant's Claim for damages against the other person or organization or even if the payment the Plan Participant receives is for, or is described as for, the Plan Participant's damages other than healthcare expenses, or if the Plan Participant recovering the money is a minor. All costs that the Plan Participant incurs (including attorney fees) in exercising any right of recovery will be the Plan Participant's responsibility. Amounts that the Plan paid for which a third party or insurer is responsible will not be reduced by the amount of the Plan Participant's costs. The Plan Participant shall hold in trust for the account of the Plan all amounts recovered, up to the total amount of Benefits paid. The Group appoints the Plan Participant as its representative for such limited purpose only.
3. The Plan Participant will take such action, furnish such information and assistance, and execute such papers as the Plan may be required to facilitate enforcement of the Plan's rights, and will take no action prejudicing the Plan's rights and interest under this Plan. The Plan and its designees have the right to obtain and review Plan Participant's medical and billing records, if the Plan or its designee determines in their sole discretion, that such records would be helpful in pursuing its right of subrogation and/or reimbursement. Nothing contained in this provision will be deemed to change, modify or vary the terms of the Coordination of Benefits Article of this Benefit Plan.
4. The Plan Participant is required to notify the Plan of any Accidental Injury.

#### **Q. Right of Recovery**

Whenever any payment for Covered Services has been made by the Plan, in an amount that exceeds the maximum Benefits available for such services under this Benefit Plan or exceeds the Allowable Charge, or whenever payment has been made in error by the Plan for non-covered services, the Plan will have the right to recover such payment from the Plan Participant or, if applicable, the Provider. As an alternative, the Plan reserves the right to deduct from any pending Claim for payment under this Benefit Plan any amounts the Plan Participant or Provider owes the Plan.

#### **R. Coverage in a Department of Veterans Affairs or Military Hospital**

In any case in which a veteran is furnished care or services by the Department of Veterans Affairs for a non-service-connected disability, the United States will have the right to recover or collect the reasonable cost of such care or services from the Plan to the extent the veteran would be eligible for Benefits for such care or services from the Plan if the care or services had not been furnished by a department or agency of the United

States. The amount that the United States may recover will be reduced by the appropriate Deductible Amount and Coinsurance amount.

The United States will have the right to collect from the Plan the reasonable cost of healthcare services incurred by the United States on behalf of a military retiree or a military dependent through a facility of the United States military to the extent that the retiree or dependent would be eligible to receive reimbursement or indemnification from the Plan if the retiree or dependent were to incur such cost on his own behalf. The amount that the United States may recover will be reduced by the appropriate Deductible Amount and Coinsurance amount.

## **S. Liability of Plan Affiliates**

The Plan Administrator, on behalf of itself and its participants, hereby expressly acknowledges its understanding that the Claims Administrator is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, the "Association" permitting Blue Cross and Blue Shield of Louisiana and its subsidiaries and affiliates (collectively "Blue Cross and Blue Shield of Louisiana") to use the Blue Cross and Blue Shield Service Marks in the State of Louisiana, and that the Claims Administrator is not contracting as the agent of the Association. The Plan Administrator, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Benefit Plan based upon representations by any person other than Blue Cross and Blue Shield of Louisiana and that no person, entity, or organization other than Blue Cross and Blue Shield of Louisiana shall be held accountable or liable to the Plan Administrator for any of Blue Cross and Blue Shield of Louisiana's obligations to the Plan. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Louisiana other than those obligations created under other provisions of the claims administration agreement.

## **T. Out-of-Area Services**

The Claims Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates ("Licensees"). Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross and Blue Shield Association. Whenever the Plan Participant obtains healthcare services outside the geographic area Blue Cross and Blue Shield of Louisiana serves, the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When the Plan Participant receives care outside of Blue Cross and Blue Shield of Louisiana's service area, The Plan Participant will receive it from one of two kinds of Providers. Most Providers ("Participating Providers") contract with the local Blue Cross and/or Blue Shield Licensee in that geographic area ("Host Blue"). Some Providers ("Non-Participating Providers") don't contract with the Host Blue. The Claims Administrator explains below how both kinds of Providers are paid.

### **Inter-Plan Arrangements Eligibility – Claim Types**

All Claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits when paid as medical Benefits, and those Prescription Drug Benefits or vision care Benefits that may be administered by a third party contracted by the Claims Administrator to provide the specific service or services.

#### **1. BlueCard® Program**

Under the BlueCard® Program, when a Plan Participant receives Covered Services within the geographic area served by a Host Blue, the Claims Administrator will remain responsible for doing what We agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When a Plan Participant receives Covered Services outside Blue Cross and Blue Shield of Louisiana's service area and the Claim is processed through the BlueCard® Program, the amount paid for the Covered Services is calculated based on the lower of:

- the billed charges for a Plan Participant's Covered Services; or
- the negotiated price that the Host Blue makes available to the Claims Administrator.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with the healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over or underestimation of past pricing of Claims, as noted above. However, such adjustments will not affect the price the Claims Administrator has used for the Plan Participant's Claim because they will not be applied after a Claim has already been paid.

## 2. Special Case: Value-Based Programs

### a. BlueCard® Program

If a Plan Participant receives Covered Services under a Value-Based Program inside a Host Blue's service area, the Plan Participant will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments.

### b. Negotiated (non-BlueCard® Program) Arrangements

If the Claims Administrator has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Group on the Plan Participant's behalf, the Claims Administrator will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard® Program.

## 3. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, the Claims Administrator will include any such surcharge, tax or other fee as part of the Claim charge passed on to the Plan Participant.

## 4. Non-Participating Providers Outside Blue Cross and Blue Shield of Louisiana's Service Area

### a. Plan Participant Liability Calculation

When Covered Services are provided outside of Blue Cross and Blue Shield of Louisiana's service area by Non-Participating Providers, the amount the Plan Participant pays for such services will normally be based on either the Host Blue's Non-Participating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Plan Participant may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, may govern payments for out-of-network Emergency Medical Services.

### b. Exceptions

In certain situations, the Claims Administrator may use other payment methods, such as billed charges for Covered Services, the payment the Claims Administrator would make if the healthcare services had been obtained within Blue Cross and Blue Shield of Louisiana's service area, or a special negotiated payment to determine the amount the Claims Administrator will pay for services provided by Non-Participating Providers. In these situations, the Plan Participant may be liable for the

difference between the amount that the Non-Participating Provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph.

#### 5. Blue Cross Blue Shield Global® Core

If the Plan Participant is outside the United States, the Commonwealth of Puerto Rico, and the United States Virgin Islands (hereinafter “BlueCard® service area”), the Plan Participant may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is unlike the BlueCard® Program available in the BlueCard® service area in certain ways. For instance, although the Blue Cross Blue Shield Global® Core assists the Plan Participant with accessing a network of Inpatient, Outpatient and professional Providers, the network is not served by a Host Blue. As such, when the Plan Participant receives care from Providers outside the BlueCard® service area, the Plan Participant will typically have to pay the Providers and submit the Claims to obtain reimbursement for these services.

If the Plan Participant needs medical assistance services (including locating a doctor or Hospital) outside the BlueCard® service area, the Plan Participant should call the Blue Cross Blue Shield Global® Core service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a Physician appointment or hospitalization, if necessary.

##### a. Inpatient Services

In most cases, if the Plan Participant contacts the Blue Cross Blue Shield Global® Core service center for assistance, Hospitals will not require the Plan Participant to pay for covered Inpatient services, except for Deductible and Coinsurance. In such cases, the Hospital will submit Claims to the Blue Cross Blue Shield Global® Core service center to begin Claims processing. However, if the Plan Participant paid in full at the time of service, the Plan Participant must submit a Claim to receive reimbursement for Covered Services. The Plan Participant must contact the Claims Administrator to obtain Authorization for non-Emergency Inpatient services, as explained in the Care Management Article of this Benefit Plan.

##### b. Outpatient Services

Physicians, Urgent Care Centers and other Outpatient Providers located outside the BlueCard® service area will typically require the Plan Participant to pay in full at the time of service. The Plan Participant must submit a Claim to obtain reimbursement for Covered Services.

##### c. Submitting a Blue Cross Blue Shield Global® Core Claim

When the Plan Participant pays for Covered Services outside the BlueCard® service area, the Plan Participant must submit a Claim to obtain reimbursement. For institutional and professional Claims, the Plan Participant should complete a Blue Cross Blue Shield Global® Core claim form and send the claim form with the Provider’s itemized bill(s) to the Blue Cross Blue Shield Global® Core service center at the address on the form to initiate Claims processing. Following the instructions on the claim form will help ensure timely processing of the Claim. The claim form is available from Blue Cross and Blue Shield of Louisiana, the Blue Cross Blue Shield Global® Core service center, or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If the Plan Participant needs assistance with the Claim submission, the Plan Participant should call the Blue Cross Blue Shield Global® Core service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

#### U. HIPAA Certificates of Creditable Coverage

The Claims Administrator will issue a certificate of Creditable Coverage or similar document to a Plan Participant, if requested within twenty-four (24) months after coverage under this Benefit Plan ceases.



## **V. Medicare Part D Certificates of Creditable or Non-Creditable Prescription Drug Coverage**

The Claims Administrator shall provide to certain Plan Participants who have Prescription Drug coverage under this Benefit Plan, without charge, a written certification that their Prescription Drug coverage under this Plan is either creditable or non-creditable. Coverage is deemed creditable if it is at least as good as the standard Medicare Part D prescription drug benefit. Claims Administrator will provide these Certificates to covered Group Plan Participants who are eligible for Medicare Part D based upon enrollment data provided by the Plan.

The Claims Administrator will provide Medicare Part D Certificates of Creditable or Non-Creditable Prescription Drug Coverage to covered Plan Participants at the following times, or as designated by law:

1. prior to the Medicare Part D Annual Coordinated Election Period;
2. prior to an individual's Initial Enrollment Period (IEP) for Medicare Part D;
3. Prior to the effective Date of coverage for new Medicare-eligible persons that join this Plan;
4. whenever Prescription Drug coverage under this Benefit Plan ends or changes so that it is no longer creditable or it becomes creditable; and/or;
5. upon a Medicare beneficiary's request.

## **W. Compliance with HIPAA Privacy Standards**

Certain Plan Participants of the Employer's workforce perform services in connection with administration of the Plan. In order to perform these services, it is necessary for these Employees from time to time to have access to Protected Health Information (as defined below).

Under the Standards of Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), these Employees are permitted to have such access subject to the following:

### **1. General**

The Plan shall not disclose Protected Health Information to any Plan Participant of the Employer's workforce unless each of the conditions set out in this HIPAA Privacy section is met. "Protected Health Information" shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable health information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

### **2. Permitted Uses and Disclosures**

Protected Health Information disclosed to Plan Participants of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment and healthcare operations. The terms "payment" and "healthcare operations" shall have the same definitions as set out in the Privacy Standards, the term "payment" generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of Benefits or reimbursement for healthcare. "Healthcare Operations" generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of healthcare providers; underwriting, premium rating and other functions related to obtaining or renewing an insurance contract, including stop-loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities.

### **3. Authorized Employees**

The Plan shall disclose Protected Health Information on to Plan Participants of the Employer's workforce, who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan.

For purposes of this HIPAA Privacy section, "Plan Participants of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employers.

- a. Updates Required. The Employer shall amend the plan promptly with respect to any changes in the Plan Participants of its workforce who are authorized to receive Protected Health Information.
- b. Use and Disclosure Restricted. An authorized Plan Participant of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his duties with respect to the Plan.
- c. Resolution of Issues of Noncompliance. In the event that any Plan Participant of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to a privacy official. The privacy official shall take appropriate action, including:
  - (1) investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
  - (2) applying appropriate sanctions against the persons causing the breach, which depending upon the nature of the breach, may include oral or written reprimand, additional training or termination of employment;
  - (3) mitigating any harm caused by the breach, to the extent practicable; and
  - (4) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

#### 4. Certification of Employer

The Employer must provide certification to the Plan that it agrees to:

- a. not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;
- b. ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- c. not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other Benefit or Employee Benefit Plan of the Employer;
- d. report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
- e. make available Protected Health Information to individual Plan Participants in accordance with Section 164.524 of the Privacy Standards;
- f. make available Protected Health Information for amendment by individual Plan Participants and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- g. make available Protected Health Information required to provide any accounting of disclosures to individual Plan Participants in accordance with Section 164.528 of the Privacy Standards;
- h. make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

- i. if feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
- j. ensure the adequate separation between the Plan and Plan Participant of the Employer's workforce, as required by Section 164.504 (f)(2)(iii) of the Privacy Standards.

The following Plan Participants of the Calcasieu Parish School Board's workforce are designated as authorized to receive Protected Health Information from Calcasieu Parish School Board ("the Plan") in order to perform their duties with respect to the Plan: Superintendent, Chief Financial Officer, Risk Manager, Health Insurance Office Manager.

## **X. Compliance with HIPAA Electronic Security Standards**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), the Employer agrees to the following:

1. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
2. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
3. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Compliance with HIPAA Privacy Standards sections (3) Authorized Employees and (4) Certification of Employers described above in this Article.

## **ARTICLE XXI. COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES**

The Claims Administrator wants to know when a Plan Participant is dissatisfied with the quality of the care or services they receive from the Claims Administrator or one of Our Providers. Plan Participants may register a Complaint or file a formal written Grievance about the Claims Administrator or a Provider by following the procedures outlined below.

The Plan considers a written Appeal as the Plan Participant's request to change an Adverse Benefit Determination made by the Claims Administrator. An Appeal is defined as a request from a Plan Participant or their authorized representative to change an Adverse Benefit Determination made by the Claims Administrator. Examples of issues that qualify as Appeals include denied Authorizations, Claims denied based on Adverse Benefit Determinations of Medical Necessity, or other Adverse Benefit Determinations. Adverse Benefit Determinations include denials of and reductions in Benefit payments.

Appeal rights for Plan Participants are outlined below, after the Complaint, Grievance and Informal Reconsideration Procedures section. In addition to Appeal rights, the Plan Participant's Provider is given an opportunity to speak with a Medical Director for Informal Reconsideration of the Claims Administrator's coverage decisions concerning Medical Necessity or Investigational determinations.

An Expedited Appeal process is available for situations where the time frame of a standard Medical Appeal would seriously jeopardize the life or health of a covered person, or jeopardize the covered person's ability to regain maximum function.

## A. Complaint, Grievance, and Informal Reconsideration Procedures

A quality of service concern addresses the Claims Administrator's services, access, availability or attitude and those of the Claims Administrator's Network Providers. A quality of care concern addresses the appropriateness of care given to a Plan Participant.

### 1. To Register a Complaint

A Complaint is an oral expression of dissatisfaction with Us or with Provider services. A quality of care concern addresses the appropriateness of care given to a Plan Participant, Our services, access, availability or attitude and those of Our Network Providers.

Call the Claims Administrator's customer service department at 1-800-599-2583 or 1-225-291-5370 to register a Complaint. The Claims Administrator will attempt to resolve a Plan Participant's Complaint at the time of their call.

### 2. To File a Formal Grievance

A Grievance is a written expression of dissatisfaction with the Claims Administrator or with Provider services. If a Plan Participant does not feel their Complaint was adequately resolved or the Plan Participant wishes to file a formal Grievance, a written request must be submitted within one hundred eighty (180) days of the event that led to the dissatisfaction. For assistance, the Plan Participant may call the Claims Administrator's customer service department. Send written Grievances to:

Blue Cross and Blue Shield of Louisiana  
Appeals and Grievance Unit  
P. O. Box 98045  
Baton Rouge, LA 70898-9045

A response will be mailed to the Plan Participant within thirty (30) business days of receipt of the Plan Participant's written Grievance.

### 3. Informal Reconsideration

An Informal Reconsideration is a request by telephone made by an authorized Provider to speak to the Claims Administrator's Medical Director or a peer reviewer on the Plan Participant's behalf about a Utilization Management decision the Claims Administrator has made. An Informal Reconsideration is typically based on submission of additional information or a peer-to-peer discussion.

An Informal Reconsideration is available only for initial determinations that are requested within ten (10) days of the denial or Concurrent Review determinations. The Claims Administrator will conduct an Informal Reconsideration within one (1) working day of the receipt of the request.

## B. Standard Appeal Procedures

**Multiple requests to appeal the same Claim, service, issue or date of service will not be considered at any level of review.**

If the Plan Participant has questions or needs assistance putting the Appeal in writing, they may call the Claims Administrator's customer service department at 1-800-599-2583 or 1-225-291-5370.

The Plan Administrator has full discretionary authority to determine eligibility for Benefits and/or construe the terms of this Plan.

The Claims Administrator will determine if the Plan Participant's Appeal is an administrative Appeal or a medical Appeal. There are two (2) levels of each Appeal, the first by the Claims Administrator or its designee, and the second by the Plan Administrator, Calcasieu Parish School Board.

Plan Participants are encouraged to provide the Claims Administrator with all available information to help completely evaluate the Appeal such as written comments, documents, records, and other information relating to the Adverse Benefit Determination. Upon request by the Plan Participant and free of charge, the Claims Administrator will provide reasonable access to and copies of all documents records, and other information relevant to the Adverse Benefit Determination.

The Plan Participant has the right to appoint an authorized representative to represent the Plan Participant in their Appeals. An authorized representative is a person to whom the Plan Participant has given written consent to represent them in review of an Adverse Benefit Determination. The authorized representative may be the Plan Participant's treating Provider, if the Plan Participant appoints the Provider in writing.

## 1. Administrative Appeals

Administrative Appeals involve contractual issues, Rescissions of Coverage, and Adverse Benefit Determinations which are not related to Medical Necessity, appropriateness, healthcare setting, level of care, effectiveness, or treatment determined to be experimental or investigational.

### a. First Level Administrative Appeals

If the Plan Participant is not satisfied with the Claims Administrator's decision, a written request to Appeal must be submitted within one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination for first level administrative Appeals. Requests submitted to the Claims Administrator after one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination will not be considered.

The Claims Administrator will investigate the Plan Participant's concerns. If the administrative Appeal is overturned, the Claims Administrator will reprocess the Plan Participants Claim, if any. If the administrative Appeal is upheld, the Claims Administrator will inform the Plan Participant of the right to begin the second level Appeal Process.

The administrative Appeal decision will be mailed to the Plan Participant, the authorized representative, or a Provider authorized to act on the Plan Participants behalf, within thirty (30) calendar days of the Plan Participant's request; unless the claims Administrator mutually agreed that an extension of time is warranted.

Administrative Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Appeals and Grievance Unit  
P.O Box 98045  
Baton Rouge, LA 70898-9045

### b. Second Level Administrative Appeals

After review of the Claims Administrator's first level Appeal decision, if the Plan Participant is still dissatisfied, a written request to Appeal must be submitted within sixty (60) days of the first level Appeal decision. Requests submitted after sixty (60) calendar days of the first level Appeal decision will not be considered. Send a written request for further review and any additional information to:

Calcasieu Parish School Board  
Attention: Appeals and Grievance Coordinator  
3310 Broad Street, Room 2201  
Lake Charles, LA 70615

Requests submitted to the Claims Administrator will be forwarded to Calcasieu Parish School Board.

## 2. Medical Appeals

Medical Appeals involve a denial or partial denial of services based on Medical Necessity, appropriateness, healthcare setting, level of care or effectiveness, or when a service is determined to be experimental or Investigational.

a. Internal Medical Appeals

If the Plan Participant is not satisfied with the Claims Administrator's decision, a written request to Appeal within one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination for internal Medical Appeals. Requests submitted to the Claims Administrator after one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination will not be considered.

A Physician or other healthcare professional in the same or an appropriate specialty that typically manages the medical condition, procedure, or treatment under review and who is not subordinate to any previous decision-maker on the initial Adverse Benefit Determination, will review the internal Medical Necessity Appeal.

If the internal medical Appeal is overturned, the Claims Administrator will reprocess the Plan Participant's Claims, if any. If the Internal medical Appeal is upheld, the Claims Administrator will inform the Plan Participant of the right to begin the second level Appeal process.

The internal medical Appeal decision will be mailed to the Plan Participant, the authorized representative, or a Provider authorized to act on the Plan Participant's behalf, within thirty (30) calendar days of the Plan Participant's request, unless the Claims Administrator mutually agreed that an extension of time is warranted.

b. Second Level Medical / External Appeals

If the Plan Participant still disagrees with the determination of their claim, the Plan Participant or their authorized representative must send their written request for an External Appeal within four (4) months of receipt of the internal Appeal decision to:

Calcasieu Parish School Board  
Attention: Appeals and Grievance Coordinator  
3310 Broad Street, Room 2201  
Lake Charles, LA 70615

The Group will review and notify the Claims Administrator to proceed with an external Appeal conducted by a non-affiliated Independent Review Organization (IRO). Requests submitted to the Plan Administrator after four (4) months of receipt of the internal Appeal decision will not be considered. The Plan Participant is required to sign the form included in the internal medical Appeal denial notice which authorizes release of medical records for review by the IRO. **Appeals submitted by a Provider will not be accepted without this form completed with Your signature.**

The Claims Administrator will provide all pertinent information necessary to conduct the External Appeal. The External Appeal will be completed within forty-five (45) days of receipt of the External Appeal request. The IRO will notify the Plan Participant or their authorized representative and all appropriate Providers of its decision.

The IRO decision is considered final and binding.

If you need help or have questions about Your Appeal rights, call the Employee Benefits Security Administration (EBSA) at 1-866-44-EBSA or 1-866-444-3272.

**C. Expedited Appeals**

The expedited Appeal process is available for review of the Adverse Benefit Determination involving a situation where the time frame of the standard medical Appeal would seriously jeopardize the Plan Participant's life, health or ability to regain maximum function. It includes a situation where, in the opinion of

the treating physician, the Plan Participant may experience pain that cannot be adequately controlled while awaiting a standard Medical Appeal decision.

An Expedited Appeal also includes requests concerning an Admission, availability of care, continued stay, or healthcare service for a Plan Participant currently in the emergency room, under observation, or receiving Inpatient care.

An Expedited External Appeal is also available if the Adverse Benefit Determination involves a denial of coverage based on a determination that the recommended or requested healthcare service or treatment is deemed experimental or Investigational; and the covered person's treating Physician certifies in writing that the recommended or requested healthcare service or treatment that is the subject of the Adverse Benefit Determination would be significantly less effective if not promptly initiated.

Expedited Appeals are not provided for review of services previously rendered.

An Expedited Appeal shall be made available to, and may be initiated by the Plan Participant, his authorized representative, or a Provider authorized to act on the Plan Participant's behalf. Requests for an Expedited Appeal may be verbal or written.

For verbal Expedited Appeals, call 1-800-376-7741 or 1-225-293-0625.

For written Expedited Appeals, fax 225-298-1837 or mail to:

Blue Cross and Blue Shield of Louisiana  
Expedited Appeal - Medical Appeals  
P. O. Box 98022  
Baton Rouge, LA 70898-9022

#### 1. Expedited Internal Medical Appeals

In these cases, We will make a decision no later than seventy-two (72) hours of our receipt of an Expedited Appeal request that meets the criteria for Expedited Appeal.

In any case where the internal Expedited Appeal process does not resolve a difference of opinion between the Claims Administrator and the Plan Participant or the Provider acting on behalf of the Plan Participant, the Appeal may be elevated to an Expedited External Appeal.

If an Expedited internal medical Appeal does not meet the Expedited Appeal criteria or does not include the Physician attestation signature, the Appeal will follow the standard Appeal process and timeframe.

#### 2. Expedited External Medical Appeal

An Expedited External Appeal is a request for immediate review, by an Independent Review Organization (IRO). The request may be simultaneously filed with a request for an internal Expedited Appeal, since the Independent Review Organization assigned to conduct the expedited external review will determine whether the request is eligible for an external review at the time of receipt. We will forward all pertinent information for Expedited External Appeal requests to the IRO so the review may be completed within seventy-two (72) hours of receipt.

## **ARTICLE XXII. CARE WHILE TRAVELING, MAKING PLAN CHANGES AND FILING CLAIMS**

The Employees, Retirees and Plan Participants can NOT make any changes without going through Calcasieu Parish School Board's insurance office.

The Claims Administrator is continuing to update its online access for Plan Participants. Plan Participants may now be able to perform many of the functions described below, without contacting the Claims Administrator's customer service department. The Claims Administrator invites Plan Participants to log on to [www.bcbsla.com](http://www.bcbsla.com) for access to these services.

All of the forms mentioned in this section can be obtained from the Employer's Insurance office.

If the Plan Participant has any questions about any of the information in this section, the Plan Participant may speak to his Employer or call the Claims Administrator's customer service department at the telephone number shown on his ID card.

#### **A. How to Obtain Care While Traveling**

The Plan Participant's ID card offers convenient access to PPO healthcare outside of Louisiana. If the Plan Participant is traveling or residing outside of Louisiana and needs medical attention, please follow these steps:

1. In an Emergency, go directly to the nearest Hospital.
2. Call BlueCard® Access at 1-800-810-BLUE (2583) for information on the nearest Preferred Network doctors and Hospitals.
3. Use a designated Preferred Network Provider to receive the highest level of Benefits.
4. Present the Plan Participant's ID card to the doctor or Hospital, who will verify coverage and file Claims for the Plan Participant.
5. The Plan Participant must obtain any required Authorizations from Blue Cross and Blue Shield of Louisiana.

#### **B. Adding or Changing the Plan Participant's Family Members on the Plan**

**The Employees, Retirees and Plan Participants can NOT make any changes without going through Calcasieu Parish School Board's insurance office.**

The Schedule of Eligibility lets the Plan Participant know when it is necessary to enroll additional family members for Dependent coverage under the Plan. Please read the Schedule of Eligibility Article and this section as they contain important information for the Plan Participant.

Group requires the Employee to use the Employee Enrollment/Change Form to enroll family members not listed on the Plan Participant's original enrollment form. **If the Plan Participant does not complete the required Employee Enrollment Change Form at Calcasieu Parish School Board's insurance office within the timeframes set out in the Schedule of Eligibility, the Plan Participant's health benefits coverage will not be expanded to include the additional family members.**

The Schedule of Eligibility explains when coverage becomes effective for new family members. Generally, an Employee Enrollment/Change Form is used to add newborn Children, newborn adopted Children, a Spouse, or other Dependents not listed on the Plan Participant's original enrollment form. Calcasieu Parish School Board's insurance office should receive the Plan Participant's completed form within thirty (30) days of the Child's birth or placement, or the Plan Participant's marriage.

#### **C. How to File Claims for Benefits**

The Claims Administrator and most Providers have entered into agreements that eliminate the need for a Plan Participant to personally file a Claim for Benefits. Preferred Network Providers or Participating Providers will file Claims for Plan Participants either by mail or electronically. In certain situations, the Provider may request the Plan Participant to file the Claim. If the Plan Participant's Provider does request the Plan Participant to file directly with the Claims Administrator, the following information will help the Plan Participant in correctly completing the Claim form.

The Plan Participant's ID card shows the way the name of the Employee (Plan Participant of the Group) appears on the Claims Administrator's records. (If the Plan Participant has Dependent coverage, the name(s) are recorded as shown on the enrollment information the Plan received.) The ID card also lists the Plan Participant's Contract number (ID #). This number is the identification to the Plan Participant's membership



records and should be provided to the Claims Administrator each time a Claim is filed. To assist in promptly handling the Plan Participant's Claims, the Plan Participant must be sure that:

1. an appropriate Claim form is used
2. the contract number (ID #) shown on the form is identical to the number on the ID card
3. the patient's date of birth is listed
4. the patient's relationship to the Employee is correctly stated
5. all charges are itemized, whether on the Claim form or on the attached statement
6. the itemized statement from the Provider contains the Provider's name, address and tax ID number and is attached to the Claim form
7. the date of service (Admission to a Hospital or other Provider) or date of treatment is correct
8. the Provider includes a diagnosis and procedure code for each service/treatment rendered (the diagnosis code pointers must be consistent with the Claim form)
9. the Claim is completed and signed by the Plan Participant and the Provider.

**IMPORTANT NOTE:** The Plan Participant must be sure to check all Claims for accuracy. The Contract number (ID #) must be correct. It is important that the Plan Participant keep a copy of all bills and Claims submitted.

#### **D. Filing Specific Claims**

1. Admission to a Hospital or Allied Health Facility Claims

When a Plan Participant or an enrolled family member is being admitted to a Preferred Network Provider or Participating Provider Facility, the Plan Participant should show his ID card to the admitting clerk. The Provider will file the claim with the Claims Administrator. The Plan's payments will go directly to the Preferred Network Provider or Participating Provider. The Provider will then bill the Plan Participant directly for any remaining balance. The Plan Participant will receive an Explanation of Benefits after the Claim has been processed.

2. Outpatient Department Claims

The procedure to be followed is the same as that for an Admission to a Hospital or Allied Health Facility. However, in some instances involving Outpatient treatment, the Provider may ask for payment directly from the Plan Participant. If this occurs, the Plan Participant should obtain an itemized copy of the bill, be sure the claim form correctly notes the contract number (ID #), the patient's date of birth, as well as the patient's relationship to the Employee. The Provider must mark the statement or Claim form PAID. This statement should then be sent to the Claims Administrator.

3. Prescription Drug Claims

Most Plan Participants with Prescription Drug coverage will not be required to file Claims to obtain Prescription Drug Benefits as this is done automatically for Plan Participants who present an ID card to a Participating Pharmacist. However, if the Plan Participant must file a Claim to access his Prescription Drug Benefit, the Plan Participant must use the Prescription Drug Claim Form. Plan Participants may obtain the Prescription Drug Claims form by accessing the pharmacy section of Our Website, [www.bcbsla.com/pharmacy](http://www.bcbsla.com/pharmacy). The Prescription Drug Claim Form, or an attachment acceptable to the Claims Administrator, may require the signature of the dispensing pharmacist. The Claim form should then be sent to the Claims Administrator or their Pharmacy Benefit Manager, whose telephone number can be found on the Plan Participant's ID card.

Benefits will be paid to the Plan Participant based on the Allowable Charge for the Prescription Drug.

#### 4. Nursing Services Claims

A receipt must be obtained for nursing services from each nurse indicating the name of the patient and the number of days covered by each receipt. Each receipt must also be signed by the nurse with the initials RN or LPN and registry number. A statement from the attending Physician or Allied Health Provider that services were Medically Necessary must be filed with the receipts for nursing services.

#### 5. Durable Medical Equipment (DME) Claims

Charges for rental or purchase of wheelchairs, braces, crutches, etc. must be on the bill of the supplying firm, giving a description of the item rented or purchased the date, the charge, and the patient's name. A statement from the attending Physician or Allied Health Provider that services were Medically Necessary must also be filed with these bills.

#### 6. Mental Health and/or Substance Use Disorder Claims

For help with filing a Claim for Mental Health and/or Substance Use Disorder, the Plan Participant should refer to his ID card or call the Claims Administrator's customer service department.

#### 7. Other Medical Claims

When the Plan Participant receives other medical services (clinics, Provider offices, etc.), they should ask if the Provider is a Preferred Network Provider or Participating Provider. If yes, this Provider will file the Plan Participant's Claim with the Claims Administrator. In some situations, the Providers may request payment and ask the Plan Participant to file. If this occurs, the Plan Participant must be sure the claim form is complete before forwarding to the Claims Administrator. If the Plan Participant is filing the Claim, the Claim must contain the itemized charges for each procedure or service.

NOTES: Statements, canceled checks, payment receipts and balance forward bills may not be used in place of itemized bills. Itemized bills submitted with claim forms must include the following:

- a. full name of patient
- b. date(s) of service
- c. description of and procedure code for service
- d. diagnosis code
- e. charge for service
- f. name and address of Provider of service.

#### **E. If Plan Participant Has a Question About His Claim**

If a Plan Participant has a question about the payment of a Claim, the Plan Participant can write to the Claims Administrator at the address below or the Plan Participant may call the Claims Administrator's customer service department at the telephone number shown on his ID card or any of the Claims Administrator's local service offices\*. If the Plan Participant calls for information about a Claim, the Claims Administrator can help the Plan Participant better if the Plan Participant has the information at hand, particularly the contract number, patient's name and date of service.

Blue Cross and Blue Shield of Louisiana  
P.O. Box 98029  
Baton Rouge, LA 70898-9029

Remember, the Plan Participant must ALWAYS refer to his contract number in all correspondence and recheck it against the contract number on his ID card to be sure it is correct.

Blue Cross and Blue Shield of Louisiana has a local service office located at 219 West Prien Lake Road, Lake Charles, LA, and also offices located in Baton Rouge, New Orleans, Lafayette, Alexandria, Houma, Monroe and Shreveport.

## **ARTICLE XXIII. RESPONSIBILITIES OF PLAN ADMINISTRATOR**

### **A. Plan Administrator**

The Comprehensive Medical Benefit Plan for the Employees of Calcasieu Parish School Board is the Benefit Plan of Calcasieu Parish School Board, the Plan Administrator, also called the Plan Sponsor. An individual may be appointed by Calcasieu Parish School Board to be the Plan Administrator and serve at the convenience of the Employer. If the Plan Administrator resigns, dies or is otherwise removed from the position, Calcasieu Parish School Board shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion shall determine appropriate courses of action in light of the reason and purpose for which this Benefit Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents and to make all interpretive and factual determinations as to whether any individual is entitled to receive any Benefit under the terms of this Benefit Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties.

Any interpretation, determination or other action of the Plan Administrator shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any Benefits or making any claim for Benefits under this Benefit Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes, in its sole discretion and further constitutes agreement to the limited standard and scope of review described by this section.

Service of legal process may be made upon the Plan Administrator.

### **B. Duties of the Plan Administrator**

1. to administer the Plan in accordance with its terms;
2. to interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
3. to decide disputes that may arise relative to a Plan Participant's rights;
4. to prescribe procedures for filing a claim for Benefits and to review claim denials;
5. to keep and maintain the Plan documents and all other records pertaining to the Plan;
6. to appoint a Claims Administrator to pay Claims;
7. to establish and communicate procedures to determine whether a medical Child support order is qualified under ERISA Sec. 609; and
8. to delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

### **C. Plan Administrator Compensation**

The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

## **D. Fiduciary**

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan or has discretionary authority or responsibility in the administration of the Plan.

### **1. Fiduciary Duties**

A fiduciary must carry out his duties and responsibilities for the purpose of providing Benefits to the Employees and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- a. with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
- b. by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- c. in accordance with the Plan documents.

### **2. The Named Fiduciary**

A “named fiduciary” is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

- a. the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
- b. the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

## **E. The Claims Administrator is not a Fiduciary**

A Claims Administrator is NOT a fiduciary under the Plan by virtue of paying Claims in accordance with the Plan’s rules as established by the Plan Administrator.

**ARTICLE XXIV.**

**GENERAL PLAN INFORMATION**

**Name of Plan:** Calcasieu Parish School Board PPO Benefit Plan

**Name and Address of Employer/Plan Sponsor:** Calcasieu Parish School Board  
3310 Broad Street, Room 2201  
Lake Charles, LA 70615

**Employer Identification Number (EIN):** 72-6000235

**Type of Plan:** PPO

**Type of Administration:** The Plan is a self-funded Health Plan. Benefits are administered, on behalf of the Plan Administrator, by Blue Cross and Blue Shield of Louisiana, pursuant to the terms of the Administration Services Agreement and the terms and conditions of the Benefit Plan.

**Plan Administrator:** Calcasieu Parish School Board  
Attention: Insurance Department  
3310 Broad Street, Room 2201  
Lake Charles, LA 70615  
337-217-4240

**Agent for Service of Legal Process:** Calcasieu Parish School Board  
Attention: Insurance Department  
3310 Broad Street, Room 2201  
Lake Charles, LA 70615  
337-217-4240

**CLAIMS ADMINISTRATOR:** Blue Cross and Blue Shield of Louisiana (BCBSLA)  
5525 Reitz Avenue  
Baton Rouge, LA 70809  
(225) 295-3307

BCBSLA has been hired to process claims under the Plan. BCBSLA does not serve as an insurer, but merely as a claims processor. Claims for Benefits are sent to BCBSLA. BCBSLA process and pays claims, then requests reimbursement from Plan. Calcasieu Parish School Board is ultimately responsible for providing plan Benefits, and not BCBSLA.

**Plan Year Ends:** April 30th

**Plan Details:** The eligibility requirements, termination provisions and a description of the circumstances which may result in disqualification, ineligibility, denial, or loss of any benefits are described in the Benefit Plan.

**Future of the Plan:** Although the Plan Sponsor expects and intends to continue the Benefit Plan indefinitely, the Plan reserves the right to modify, amend, suspend, or terminate the Benefit Plan at any time.

**Source of Contributions And Funding:** The cost of all coverage is shared by the Plan Participant and the Plan Sponsor. The Participant's contributions to the Benefit Plan are at a rate determined by the Plan Sponsor.

## CALCASIEU PARISH SCHOOL BOARD SUMMARY OF PRIVACY PRACTICES NOTICE

The Calcasieu Parish School Board believes that privacy and confidentiality regarding personal medical information is important to every customer. And securely protecting our customers' privacy is a responsibility we take very seriously.

We want you to know there is now a federal regulation that governs the privacy of your medical information and how we use and share that information in the course of our regular business activities. This federal regulation requires us to provide you with a detailed description – or “Notice” – of how we use your medical information.

The attached Notice goes into detail on how we may use and share your medical information in the course of treatment, payment and healthcare (business) operations. In general, unless it is described in the accompanying Notice, we will **not** use or disclose your medical information **without** your written authorization. For example, we may use and disclose your medical information to:

- Enroll you in our plan
- Determine your eligibility for benefits
- Pay your claims
- Underwrite your contract/certificate of coverage
- Audit our business practices
- Conduct medical reviews
- Conduct quality improvement activities
- Bill you or your employer for your premiums
- Develop strategic business plans

Your information may be shared with the physicians or other providers who treat you, with other insurance companies, with your employer (following specific guidelines), or with a company we hire to help us do our work. We may also disclose your medical information to your family members, friends and others you choose to involve in your healthcare or in the payment of your healthcare.

Although this occurs rarely, we may also use and disclose your medical information when required by law for various public interest activities, including regulatory oversight of our company (by the Department of Insurance, for example), law enforcement, disaster relief, and certain other public benefit functions.

The federal privacy rules also give you certain rights. Please review this entire Notice to learn about your rights and how to put them to use for you, as well as the procedure to voice complaints regarding our privacy practices.

Maintaining your trust and confidence is our highest priority, and we value your business. Thank you for being our customer.

**CALCASIEU PARISH SCHOOL BOARD**

**NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED  
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US.**

**Our Legal Duty**

We are required by applicable federal and state law to maintain the privacy of your medical information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your medical information. We must follow the privacy practices that are described in this notice while it is in effect. This Notice takes effect April 14, 2003, and will remain in effect unless we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all medical information that we maintain, including medical information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this Notice and send the new Notice to our health plan subscribers at the time of the change.

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

**Uses and Disclosures of Medical Information**

We will refer to your “health information” throughout this Notice. When we say “Health Information,” we mean what the federal privacy rules (“the HIPAA privacy regulations”) call “Protected Health Information.” This is individually identifiable health information, including demographic information, collected from you or created or received by a healthcare provider, a health plan, your employer, or a healthcare clearinghouse and that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of healthcare to you; (iii) the past, present, or future payment for the provision of healthcare to you. Any terms not defined in this Notice should have the same meaning as they have in the HIPAA Privacy Regulations as set out in 45 C.F.R. § 164.501.

**REQUIRED DISCLOSURES OF YOUR HEALTH INFORMATION**

We **must** disclose your health information:

- To you or someone who has the legal right to act for you (your personal representative), if the information you seek is contained in a designated record set, and
- The Secretary of the Department of Health and Human Services, if necessary, to investigate or determine our compliance with the HIPAA Privacy Regulations.

**PERMISSIVE DISCLOSURES OF YOUR HEALTH INFORMATION**

We **have the right** to use and disclose your health information for:

**Treatment:** We may disclose your health information to a physician or other healthcare provider to treat you. For example, we may send a copy of a member’s medical records we maintain to a physician who needs the additional information to treat the member.

**Payment:** We may use and disclose your health information to pay claims from physicians, hospitals and other healthcare providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate your benefits with other payers, to determine the medical necessity of care

delivered to you, to obtain premiums for your health coverage, to issue explanations of benefits, and the like. We may disclose your health information to a healthcare provider or another health plan for that provider or plan to obtain payment or engage in other payment activities.

**Healthcare Operations:** We may use and disclose your health information for healthcare operations. Healthcare operations include:

- reviewing and evaluating healthcare provider and health plan performance, healthcare provider and health plan accreditation, certification, licensing and credentialing activities;
- healthcare quality assessment and improvement activities;
- conducting or arranging for medical reviews, audits, and legal services, including fraud and abuse detection and prevention;
- underwriting and premium rating our risk for health coverage; and
- business planning, development, management, and general administration, including customer service, grievance resolution, de-identifying health information, and creating limited data sets for healthcare operations, public health activities, and research.

For a full list of the activities covered by the terms in this section please consult the definitions set out in 45 C.F.R. § 164.501.

**Others Covered by the Privacy Rule:** We may disclose your health information to another health plan or to a healthcare provider for certain healthcare operations subject to federal privacy protection laws. We may do so as long as the plan or provider has or had a relationship with you and the health information is for that plan's or provider's healthcare quality assessment and improvement activities, evaluation, or fraud and abuse detection and prevention.

For example, we may share your information with your doctors for their licensing or credentialing activities.

**Business Associates:** We hire individuals and companies to perform various functions on our behalf or to provide certain types of services for us. In order to help us, these business associates may receive, create, maintain, use, or disclose your health information. Before they may have any contact with your health information, we require them to sign a written agreement stating they will keep your health information private and secure.

Examples of our business associates include:

- Medical experts hired to review claims
- A pharmacy benefits management company hired to assist us in managing pharmacy claims.

**Your Authorization:** You may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. However, we will not be able to undo any action that was taken before that authorization was revoked. Unless you give us a written authorization, we will not use or disclose your health information for any purpose other than those described in this Notice.

**Family, Friends, and Others Involved in Your Care or Payment for Care:** Unless you object, we may disclose your health information to a family member, friend or any other person you involve in your healthcare or payment for your healthcare. We will disclose only the health information that is related to the person's involvement.

We may use or disclose your name, location, and general condition to notify, or to assist an appropriate public or private agency to locate and notify, a person responsible for your healthcare in appropriate situations, such as medical emergency or during disaster relief efforts. (For example, to Red Cross during a natural disaster.)



Before we make such a disclosure, we will provide you with an opportunity to object. If you are not present or are incapacitated or it is an emergency or disaster relief situation, we will use our professional judgment to determine whether disclosing your health information is in your best interest under the circumstances.

**Your Employer:** We may disclose to your employer whether or not you are enrolled in a health plan that your employer sponsors. We may disclose summary health information to your employer to use to obtain premium bids for the health insurance coverage offered under the group health plan in which you participate or to decide whether to modify, amend or terminate that group health plan. Summary health information is information about claims history, claims expenses or types of claims experienced by the enrollees in your group health plan. Although this summary health information does not specifically identify any individual, it still may be possible to identify you or others through review of this summary health information.

We may disclose your health information and the health information of others enrolled in your group health plan to your employer to administer your group health plan. Before we may do that, your employer must meet certain requirements. This includes amending the plan document for your group health plan to establish the limited uses and disclosures it may make of your health information. Please see your group health plan document for a full explanation of the limitations placed on your employer for the use of this information and for any disclosures that may be made to the group health plan itself.

**Health-Related Products and Services:** We may use your health information to communicate with you about health-related products, benefits and services and payment for those products, benefits and services that we provide or include in our benefits plan, and about treatment alternatives that may be of interest to you. These communications may include information about the healthcare providers in our network, about replacement of or enhancements to your health plan, and about health-related products or services that are available only to our enrollees that add value to, although they are not part of, our benefits plan. For example, we may contact you about a Medicare Supplemental policy when you near age 65.

**Public Health and Benefit Activities:** Although this does not occur often, we may use and disclose your health information when required by law and when authorized by law for the following kinds of public interest activities:

- for public health, including to report disease and vital statistics, child abuse, and adult abuse, neglect or domestic violence;
- to avert a serious and imminent threat to health or safety;
- for healthcare oversight, such as activities of state insurance commissioners, licensing and peer review authorities, and fraud prevention enforcement agencies;
- for research in certain situations, such as when an institutional review board or privacy board has: (1) reviewed the research proposal and established protocols to ensure the privacy of the information; and (2) approved the research.
- in response to court and administrative orders and other lawful process;
- to law enforcement officials with regard to crime victims, crimes on our premises, crime reporting in emergencies, and identifying or locating suspects or other persons;
- to coroners, medical examiners, funeral directors, and organ procurement organizations;
- to the military, to federal officials for lawful intelligence, counterintelligence, and national security activities, and to correctional institutions and law enforcement regarding persons in lawful custody; and
- as authorized by state worker's compensation laws.

### **Individual Rights**

The following are your rights with respect to your health information. If you would like to exercise any of the following rights, please submit your request in writing, sign your request, and mail it to the Calcasieu Parish School Board Office at P.O Box 800, Lake Charles, LA 70602. Our contact information is provided at the end of this

Notice.

**Access:** You have the right to examine and to receive a copy of your health information we maintain about you in a “designated record set,” with limited exceptions. You are not entitled to inspect and/or copy:

- any psychotherapy notes;
- any information compiled in anticipation of or for use in any civil, criminal or administrative action or proceeding;
- any information not subject to disclosure under the Clinical Laboratory Improvements Amendments of 1988 (42U.S.C. § 263a); or
- certain other records as specified in the HIPAA Privacy Regulation.
- Generally, a “designated record set” contains:
  - claims and payment information;
  - enrollment and billing information;
  - other records used to make decisions about your healthcare benefits.

We may charge you reasonable, cost-based fees for a copy of your health information, for mailing the copy to you, and for preparing any summary or explanation of your health information you may request. Contact us using the information at the end of this Notice for information about our fees. You may withdraw your request if you do not wish to pay the fees.

In certain situations we may deny your request to inspect and obtain a copy of your health information. If we deny your request, we will notify you in writing and will inform you whether or not you have the right to have the denial reviewed.

**Disclosure Accounting:** You have the right to an accounting of certain disclosures that we make of your health information after April 13, 2003, excluding disclosures for treatment, payment, healthcare operations, as authorized by you, and for certain other activities.

We will provide you with information about each accountable disclosure that we made during the period for which you request the accounting, except we are not obligated to account for a disclosure that occurred more than six years before the date of your request and never for a disclosure that occurred before April 14, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to your additional requests. Contact us using the information at the end of this Notice for information about our fees.

**Amendment:** You have the right to request that we amend your health information that we maintain about you in your designated record set. We may deny your request for certain reasons. For example, we may deny your request if the information you want to amend was created by your doctor. If we deny your request, we will provide you a written explanation, and explain to you how you can disagree with the denial by filing a statement of disagreement with us. If we accept your request, we will make your amendment part of your designated record set, and use reasonable efforts to inform others of the amendment who we know may have relied on the unamended information to your detriment, as well as persons you tell us you want to receive the amendment.

**Restriction:** You have the right to request that we restrict our use or disclosure of your health information for treatment, payment or healthcare operations, or with family, friends or others you identify. We are not required to agree to your request. If we do agree, we will honor our agreement, except in a medical emergency or as required or authorized by law. Any agreement we may make to a request for restriction must be in writing and agreed to by our Privacy Office.

**Confidential Communication:** If you believe that a disclosure of all or part of your health information may endanger you if sent to your current mailing address, you have the right to request that we communicate with

you in confidence about your health information by a different means or to a different location that you specify. You must make your request in writing, and your request must represent that the information could endanger you if it is not communicated in confidence as you request.

We will accommodate your request if it is reasonable. You must specify the alternative means of contact or location for confidential communication, and continue to permit us to collect premiums and pay claims under your health plan. Please note that other information that we send to the subscriber about healthcare benefits received may contain sufficient information to reveal that you obtained healthcare for which we paid, even though you requested that we communicate with you about that healthcare in confidence. If you have given someone else permission to receive health information about you, a request for confidential communications will cancel this permission unless you tell us otherwise.

**Potential Impact of State Privacy Laws:** The federal healthcare Privacy Regulations generally do not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Regulations, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and disclosures of the protected health information concerning HIV or AIDS, mental health, substance use disorder/chemical dependency, genetic testing, reproductive rights, or disclosure of health information of minors.

## Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information at the end of this Notice.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information, in response to a request you made to amend, restrict the use or disclosure of, or communicate in confidence about your health information, you may complain to us using the contact information at the end of this Notice. You also may submit a written complaint to the Secretary of the United States Department of Health and Human Services. We will provide you with the address to file your complaint with the United States Department of Health and Human Services upon request.

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

## Contact Information

By Mail:  
Privacy Officer  
Calcasieu Parish School System  
P.O. Box 800  
Lake Charles, LA 70602  
Telephone: (337) 217-4240 ext. 3009  
Fax: (337) 217 - 4241









