



**Wausau School District  
Signature HDHP-HSA Medical Option  
ASP20008**

**January 2024**

This *certificate of coverage* may qualify as a qualified high deductible health plan within the meaning of Internal Revenue Code (“Code”) section 223. This *certificate of coverage* may be used in connection with a health savings account (within the meaning of Code section 223) established by a *member*. We will not be required to establish, maintain, or contribute to a health savings account on behalf of a *member*. If, however, this *certificate of coverage* provides coverage for non-preventive benefits below the annual limit on *deductibles* set forth in Internal Revenue Code section 223, *you* may be ineligible to make or receive contributions to *your* health savings account (“HSA”) under federal law. Please check with *your* tax advisor regarding *your* eligibility to establish or contribute to an HSA.

<b>Customer Service</b>	
<b>Questions?</b>	<p>Our Customer Service staff is available to answer questions about <i>your</i> coverage Monday through Friday, 7 AM – 7 PM Central Time</p> <p>When contacting us, please have <i>your</i> identification card available. If <i>your</i> questions involve a claim, we will need to know the date of service, type of service, the name of the <i>provider</i>, and the charges involved.</p>
<b>Telephone Numbers:</b>	<p>Monday through Friday 7 AM - 7 PM Central Time</p> <p>Toll free .....1.866.631.5404</p> <p>Fax .....1.763.847.4010</p> <p>Hearing impaired individuals..... 711</p>
<b>Website:</b>	<a href="http://www.aspirushealthplan.com">www.aspirushealthplan.com</a>
<b>Mailing Address:</b>	<p><i>Claims</i>, appeal requests, review requests, prior authorization, and written inquiries may be mailed to:</p> <p>Customer Services Department  Aspirus Health Plan, Inc.  PO Box 1062  Minneapolis, MN 55440</p>

# TABLE OF CONTENTS

	Page
I. Rights of Covered Persons.....	1
II. Your Employer ( <i>Plan Administrator</i> ).....	1
III. Aspirus Health Plan, Inc. ( <i>Aspirus Health Plan, TPA</i> ) .....	1
IV. Introduction to <i>Your Coverage</i> .....	1
A. Summary Plan Description (SPD).....	1
B. Administrative Services Agreement.....	2
C. Identification Cards.....	2
D. <i>Provider Directory</i> .....	2
E. For Non-Emergency Services Received in a <i>Participating Provider Facility</i> from a <i>Non-Participating Provider</i> .....	2
F. Case Management .....	3
G. Conflict with Existing Law .....	3
H. Privacy.....	3
I. Processing Delays, Fraud, Misrepresentation, Rescission and Right to Audit.....	3
J. Limited Access to Participating Providers .....	3
K. Summary of Benefits and Coverage (SBC) .....	4
L. Medical Equipment, Supplies and <i>Prescription Drugs</i> .....	4
M. Routine Patient Costs Associated with Clinical Trials .....	4
N. <i>Essential Health Benefits Benchmark</i> .....	4
O. Balance Billing .....	4
P. Continuity of Care.....	5
Q. <i>Benefit Exception Requests</i> .....	5
V. Eligibility, Enrollment, and <i>Effective Date</i> .....	7
VI. Benefit Schedule .....	11
A. Prior Authorization .....	11
B. <i>Deductibles and Out-of-Pocket Limits</i> .....	14
C. Ambulance Services.....	17
D. Autism Services.....	18
E. Chiropractic Services .....	20
F. Dental Services.....	21
G. Durable Medical Equipment (“DME”) Services, Prosthetics, and Orthotics .....	23
H. <i>Emergency Services</i> .....	25
I. <i>Hearing Aids, Implantable Hearing Devices, and Related Treatment</i> .....	26
J. <i>Home Care Services</i> .....	27
K. Hospice Care .....	29
L. <i>Hospital Services</i> .....	30
M. Office Visits .....	34
N. Organ and Bone Marrow <i>Transplant Services</i> .....	37
O. Outpatient Behavioral Health Services for Full-Time Students.....	39
P. Physical Therapy, Occupational Therapy and Speech Therapy .....	40
Q. <i>Prescription Drug Services</i> .....	41
R. Preventive Contraceptive Methods and Counseling for Women .....	46
S. <i>Preventive Health Care Services</i> .....	48
T. <i>Reconstructive Surgery</i> .....	51
U. <i>Skilled Nursing Facility Care</i> .....	52
VII. Exclusion List.....	53
VIII. Ending <i>Your Coverage</i> .....	61
IX. Leaves of Absence.....	62
A. Family and Medical Leave Act (FMLA) .....	62
B. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).....	62
X. COBRA Continuation Coverage.....	64
XI. Subrogation and Reimbursement .....	71
XII. Coordination of <i>Benefits</i> .....	72
XIII. How to Submit a Bill if <i>You Receive One for Covered Services</i> .....	75
A. Bills from <i>Participating Providers</i> .....	75
B. Bills from <i>Non-Participating Providers</i> .....	75
XIV. Initial Benefit Determinations of <i>Post-Service Claims</i> .....	75

XV. Internal *Grievance* and Appeals Procedures..... 76  
XVI. External Review Process..... 80  
XI. If *You* Have a Complaint ..... 82  
XII. No Guarantee of Employment or Overall *Benefits*..... 82  
XVIII. Definitions ..... 83  
XIX. Specific Information About *Your Plan* ..... 96

## I. Rights of Covered Persons

The *Plan*, as defined in Section II. *Your Employer (Plan Administrator)*, includes one or more health *benefit* options, which may have different eligibility requirements and/or *benefits*. If a different *Summary Plan Description (SPD)*, *SPD* option, provision or amendment applies to certain *benefit* options or classifications of individuals eligible under the *Plan*, you will be furnished a copy of the *SPD*, *SPD* option or amendment that is applicable to you. This *SPD* applies only to the Signature HDHP-HSA Medical Option and the eligible employees enrolled for participation in this option of the *Plan*.

## II. Your Employer (Plan Administrator)

*Your Employer*, which also serves as the *Plan Sponsor* and the *Plan Administrator*, has established an Employee Health Benefit Plan (the *Plan*) to provide health care *benefits*. This *Plan* is “self-insured” which means that the *Plan Sponsor* pays the *claims* from its own assets for *covered services*. The Signature HDHP-HSA Medical Option of this *Plan* is described in this *Summary Plan Description (SPD)*, which is part of the official document of the *Plan*. *Your Employer* has contracted with *Aspirus Health Plan, Inc.* to provide *claim* processing, prior authorization, and other administrative services. However, *your Employer* is solely responsible for payment of *your* eligible *claims*.

The *Plan Administrator* in its sole discretion shall, to the fullest extent permitted by law, determine appropriate courses of action in light of the reason and purpose for which this *Plan* is established and maintained. The *Plan Administrator* has, to the fullest extent permitted by law, the exclusive and final discretionary authority to revise the method of accounting for the *Plan*, establish rules, and prescribe any forms required for administration of the *Plan*. All determinations and decisions made by or on behalf of the *Plan Administrator* will be final and binding on the *Plan*, all persons covered by the *Plan*, all persons or entities requesting payment or a *claim* for *benefits* under the *Plan* and all interested parties, to the fullest extent permitted by law. The *Plan Administrator* retains all fiduciary responsibilities with respect to the *Plan*, has the exclusive and final binding discretionary authority to interpret and administer the *Plan*, resolve any ambiguities that exist and make all factual determinations, to the fullest extent permitted by law, except to the extent the *Plan Administrator* has expressly delegated to other individuals or entities one or more fiduciary responsibilities with respect to the *Plan*.

The *Plan Sponsor*, by action of its governing body or an authorized officer or committee, reserves the right to change or terminate the *Plan*. This includes, but is not limited to, changes to *contributions*, *copayments*, *deductibles*, *coinsurance*, *out-of-pocket limits*, *benefits* payable and any other terms or conditions of the *Plan*. The decision to change the *Plan* may be due to changes in federal laws governing welfare *benefits*, or for any other reason. The *Plan* may be changed to transfer the *Plan*'s liabilities to another plan or split this *Plan* into two or more parts.

The *Plan Administrator* has the power to delegate specific duties and responsibilities. The *Plan Administrator* may rescind any delegation at any time. Each person or entity to whom a duty or responsibility has been delegated, shall be responsible for only those duties or responsibilities, and shall not be responsible for any act or failure to act of any other individual or entity.

## III. Aspirus Health Plan, Inc. (Aspirus Health Plan, TPA)

*Aspirus Health Plan, Inc.*, as an external administrator referred to as a *third party administrator (TPA)*, provides certain administrative services, including *claim* processing services, subrogation, utilization management and complaint resolution assistance.

## IV. Introduction to Your Coverage

### A. Summary Plan Description (SPD)

This *Summary Plan Description (SPD)* is *your* description of the Signature HDHP-HSA Medical Option of the *Plan Sponsor's Plan*. **Please read this entire *SPD* carefully. Many of its provisions are interrelated; so reading just one or two provisions may give you incomplete information regarding your rights and responsibilities under the *Plan*.** The *SPD* describes the *Plan's benefits* and limitations for *your* health care coverage. Included in this *SPD* is a *Benefit Schedule* that states the amount payable for the *covered services*. *Benefits* are not covered for excluded services, and exclusions include, but are not limited to, *health care services* that are not *medically necessary* as determined by the *Plan Administrator*. Be sure to review the list of exclusions as well as the *Benefit Schedule*. A *provider* recommendation or performance of a service, even if it is the only service available for *your* particular condition, does not mean it is a *covered service*. *Benefits* are not available for *medically necessary* services, unless such services are also *covered services*. ***Benefits* are limited to the most cost effective and medically necessary alternative.** The *Plan Administrator* has, to the fullest extent permitted by law, the sole, final, and exclusive discretion to determine *benefits* available under the *Plan*.

Italicized words used in this *SPD* have special meanings and are defined at the back of this *SPD*. You should keep your *SPD* in a safe place for your future reference. Amendments that are included with this *SPD* or adopted by the *Plan Sponsor* are fully made a part of this *SPD*.

## **B. Administrative Services Agreement**

The signed Health Services Network Access and Administration Agreement between your Employer and the *TPA* constitutes the entire agreement between your Employer and the *TPA*. A version of the Health Services Network Access and Administration Agreement is available for inspection from your Employer.

## **C. Identification Cards**

The *TPA* issues an identification (ID) card containing important coverage information. Please verify the information on the ID card and notify Customer Service if there are errors. If any ID card information is incorrect, *claims* for *benefits* under the *Plan* or bills and/or invoices for your health care may be delayed or temporarily denied. You will be asked to present your ID card whenever you receive *health care services*.

## **D. Provider Directory**

You may find *participating providers* by going to our website at <https://p1.aspirushealthplan.com/find-a-doctor> and signing in to your account. In the section of the web page entitled **FIND A DOCTOR**, there are links with the names of the *provider* networks you have access to under this *SPD*. Clicking on a link will take you to the directory of *providers* participating in that *provider* network. Coverage may vary according to your *provider* selection.

The list of *participating providers* frequently changes and Aspirus Health Plan, Inc. does not guarantee that a listed *provider* is a *participating provider*. You may want to verify that the *provider* you choose is a *participating provider* by calling Aspirus Health Plan, Inc. Customer Service at the telephone number listed on the inside cover of this *SPD*. If you call Customer Service, Aspirus Health Plan, Inc. will respond to you as soon as practicable but in no case later than 1 business day after your call is received, through a written electronic communication or, at your request, a hard copy communication. *Provider* directories are available to you upon request.

If either:

- (A) You received through a telephone call to Aspirus Health Plan, Inc. Customer Service, or through an Internet-based provider directory made available by Aspirus Health Plan, Inc., information confirming that a *provider* was a *participating provider* with respect to furnishing certain *health care services* but the *provider* which furnished the *health care services* after you received such information was a *non-participating provider*; or
- (B) We did not make available an Internet-based provider directory and you requested before you received certain *health care services* through a telephone call to Aspirus Health Plan, Inc. Customer Service information on whether the *provider* was a *participating provider* with respect to furnishing such *health care services* and was informed by Customer Service that the *provider* was a *participating provider*;

Then the Aspirus Health Plan, Inc.,

- (A) Shall not impose on you a cost-sharing amount (e.g. a *deductible* or *copayment*) for such *health care services* furnished by the *non-participating provider* that is greater than the cost-sharing amount that would apply had such *health care services* been furnished by a *participating provider*; and
- (B) Shall apply the out-of-pocket maximum that would apply if such *health care services* were furnished by a *participating provider*.

## **E. For Non-Emergency Services Received in a *Participating Provider* Facility from a *Non-Participating Provider***

If a *participating provider* arranges and/or performs *health care services* for you at a *participating provider* facility, all related eligible non-facility charges from both *participating providers* and *non-participating providers*, will be covered at the *participating provider* level of *benefits* as shown in the “*Benefit Schedule*.”

If a *non-participating provider* arranges or performs *health care services* for you at a *participating provider* facility, all related eligible non-facility charges from any *non-participating providers* will be covered at the *non-participating provider* level of *benefits* as described in the “*Benefit Schedule*.” You will be responsible for any charges that may exceed the *non-participating provider reimbursement value*.

## **F. Case Management**

In cases where *your* condition is expected to be or is of a serious nature, Aspirus Health Plan, Inc. may arrange for review and/or case management services from a professional who understands both medical procedures and health care coverage under the *Plan*.

Under certain conditions, the *Plan Administrator* will consider other care, services, supplies, reimbursement of expenses, or payments of *your* serious *sickness* or *injury* that would not normally be covered or would only be partially covered. The *Plan Administrator* and *your provider* will determine whether any medical care, treatments, services, supplies, reimbursement of expenses or payments will be covered. Such care, treatment, services, supplies, reimbursable expenses, or payments provided will not be considered as setting any precedent or creating any future liability, with respect to *you*, or any other *covered person*.

## **G. Conflict with Existing Law**

If any provision of this *SPD* conflicts with any applicable law, only that provision is hereby amended to conform to the minimum requirements of the law.

## **H. Privacy**

This *Plan* is subject to the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Rule. In accordance with the HIPAA Privacy Rules, the *Plan* and the *TPA* acting on the *Plan’s* behalf, maintains, uses, or discloses *your* Protected Health Information for purposes such as *claims* processing, utilization review, quality assessment, case management, and otherwise as necessary to administer the *Plan*. *You* can obtain a copy of the *Plan’s* Notice of Privacy Practices (which summarizes the *Plan’s* HIPAA Privacy Rule obligations, *your* HIPAA Privacy Rule rights, and how the *Plan* may use or disclose health information protected by the HIPAA Privacy Rule) from the *Plan Administrator*.

## **I. Processing Delays, Fraud, Misrepresentation, Rescission and Right to Audit**

If routine processing delays occur, those delays will not deprive *you* of coverage for which *you* are otherwise eligible, nor will they give *you* coverage under the *Plan* for which *you* are not eligible under the *Plan*. *You* will not be eligible for coverage beyond the scheduled termination of *your* coverage because of a failure to record or communicate the termination except where required by law. It is *your* responsibility to confirm the accuracy of statements made by the *Plan Administrator* or the *TPA*, in accordance with the terms of this *SPD* and other *plan* documents. *Your* coverage may not be retroactively terminated unless *you* request it or *you* (or someone acting on *your* behalf) falsifies information, submits fraudulent, altered or duplicate billings, allows another person not covered under the *Plan* to use *your* coverage, or performs an act or practice that constitutes fraud or intentional misrepresentation (including an omission) of material fact under the terms of the *Plan*. Notwithstanding, *you* may be terminated, including being retroactively terminated, due to a failure to timely pay required *contributions*.

For the purpose of managing *your* overall health status, health conditions and diseases; for care coordination and quality improvement purposes; for disease management purposes; for *claim* processing purposes; and for payment purposes, by enrolling in coverage *you* authorize: (1) the *Plan* to disclose *your* health information with health care *providers* and subcontractors of health care *providers* or of the *Plan* that provide services; and (2) such health care *providers* and subcontractors to disclose *your* health information to each other and to the *Plan*.

Determination of *your* coverage will be made at the time a *claim* is reviewed. In addition, the *Plan Administrator* may require *you* to furnish proof of *your* eligibility status and may, at reasonable times and upon reasonable notice, audit or have audited *your* records regarding eligibility, enrollment, termination, *contributions* and the coverage provided under the *Plan*. If the *Plan Administrator* determines that, after reasonable requests, *you* have failed to provide adequate records or sufficient proof of *your* eligibility status, the *Plan Administrator* may, in its sole discretion, rescind or terminate *your* coverage to the extent permitted by law.

## **J. Limited Access to Participating Providers**

In the event that the *Plan Administrator* determines *you* are receiving *health care services*, including *prescription drugs* in a quantity or manner that might be harmful to *your* health, the *Plan Administrator* will notify *you* that *your* access to *participating providers* is limited. *You* will have 30 calendar days in which to select one participating *physician*, *hospital* and pharmacy to coordinate *your* health care. If *you* do not select those *participating providers* within 30 calendar days, the *Plan Administrator* will choose for *you*.

Failure to receive *health care services* through *your* selected *participating providers* will result in denial of coverage. If *your* condition requires care or treatment from other *providers*, *you* must obtain a written referral from *your* selected participating *physician*.

## **K. Summary of Benefits and Coverage (SBC)**

The SBC is an informational summary of *your benefits* and coverage under this *SPD*, including coverage examples, that is prepared in a uniform style. If there is a conflict between this *SPD* and the SBC, this *SPD* governs and the *TPA* will administer *your* coverage in accordance with this *SPD*.

## **L. Medical Equipment, Supplies and Prescription Drugs**

*Your* coverage under this *SPD* does not guarantee that medical equipment, supplies or *prescription drugs* will continue to be covered, even if the equipment, supply or drug was covered previously in a *calendar year*.

## **M. Routine Patient Costs Associated with Clinical Trials**

The *Plan* covers *routine patient costs* associated with a *clinical trial* and may not: 1) deny *your* participation in a *clinical trial*; 2) deny (or limit or impose additional conditions on) the coverage of *routine patient costs* for items and *health care services* furnished to *you* in connection with participation in the *clinical trial*; or 3) discriminate against *you* on the basis of *your* participation in a *clinical trial*.

If one or more *participating providers* are participating in a *clinical trial*, the *Plan* will cover *routine patient costs* only if *you* participate in the *clinical trial* through a *participating provider* if the *provider* will accept *you* in the *clinical trial*. This requirement is waived if the approved *clinical trial* is conducted outside the state in which *you* reside. However, the *Plan* will not cover *routine patient costs* if *you* are in a *clinical trial* with a *non-participating provider* and *you* do not have coverage for *non-participating provider benefits*.

## **N. Essential Health Benefits Benchmark**

Employer acknowledges and agrees that, to the extent required by the *Affordable Care Act*, the *essential health benefits* of the Wisconsin benchmark apply to the *Plan*.

## **O. Balance Billing**

- (1) If you receive *emergency services* (for which *benefits* are provided under this *SPD*) because of an *emergency medical condition* with respect to a visit at an *emergency department of a hospital* or an *independent freestanding emergency department*, which is a *non-participating provider*, then such *non-participating provider* may not bill *you*, and may not hold *you* liable, for any amount for such *emergency services* which is more than the *deductible* and *coinsurance* requirements for such services under this *SPD*.
- (2) If a *non-participating provider* furnishes *health care services* other than *emergency services* (for which *benefits* are provided under this *SPD*) to *you* at a *hospital* or ambulatory surgical center, which is a *participating provider*, then:
  - a) The *non-participating provider* may not bill *you*, and may not hold *you* liable, for any amount for such *health care services* furnished by such *non-participating provider* with respect to a visit at the *hospital* or ambulatory surgical center which is more than the *deductible* and *coinsurance* requirements for such services under this *SPD*; unless;
  - b) The *health care services* are not *ancillary services* and the *non-participating provider* satisfies the notice and consent criteria in paragraph (c).
  - c) The *non-participating provider* provides to the *covered person*:
    - i. A written notice in paper or electronic form, as selected by *you*, that contains the following information:
      - A statement that the *provider* is a *non-participating provider*;
      - The good faith estimated amount that such *non-participating provider* may charge *you* for the *health care services* involved (and any other related *health care services* reasonably expected to be furnished by the *non-participating provider*), including notification that the provision of the estimate or consent does not constitute a contract with respect to the estimated charges or a contract that binds the *covered person* to be treated by the *hospital*, ambulatory surgical center, or *non-participating provider*;
      - A statement that prior authorization or other care management limitations may be required in advance of receiving such *health care services* at the *hospital* or ambulatory surgical center;
      - A statement that consent to receive such *health care services* from such *non-participating provider* is optional and that the *covered person* may instead seek care from an available *participating provider* and that the cost-sharing responsibility of the *covered person* would not exceed the responsibility that would apply with respect to such *health care services* furnished by a *participating provider*.



- ii. A consent form that must be signed by the *covered persons* before such *health care services* are furnished and that:
  - Acknowledges that the *covered person* has been:
    - Provided with the written notice described in paragraph (i) of this subsection, in the form selected by the *covered person*; and
    - Informed that the payment of such charge by the *covered person* might not accrue toward meeting any limitation that *your* coverage places on cost sharing, including an explanation that such payment might not apply to an in-network *deductible* or *out-of-pocket maximum* applied under *your* coverage;
  - States that by signing the consent form, the *covered person* agrees to be treated by the *non-participating provider* and understands the *covered person* may be balance billed and subject to cost sharing requirements that apply to *health care services* furnished by the *non-participating provider*; and
  - Documents the time and date on which the *covered person* received the written notice described in paragraph (i) of this subsection and the time and date on which the *covered person* signed the consent form to be furnished such *health care services* by such *non-participating provider*.

The No Surprises Act prohibits balance billing in most circumstances. If you have questions regarding what constitutes a “Balance” bill, please contact Customer Service at 1-866-631-4611 (toll free) or visit our website at [www.aspirushealthplan.com](http://www.aspirushealthplan.com).

## P. Continuity of Care

- (1) If you are a *continuing care patient* and:
  - (A) The *Plan Administrator’s* contract with the *participating provider* that is providing *your* continuing care terminates for any reason other than the *participating provider’s* failure to meet applicable quality standards or fraud;
  - (B) *Your benefits* under this *SPD* for the *health care services* provided by the *participating provider* that is providing *your* continuing care terminate because of a change in the terms of the *Plan Administrator* contract with such *participating provider*.
- (2) Then:
  - (A) The *Plan Administrator* will notify *you* of the applicable event described in (1) and *your* right to elect continued transitional care from such *non-participating provider* (in the event of notice under (1)(A)) or such *participating provider* (in the event of notice under (1)(B));
  - (B) The *Plan Administrator* will provide *you* with an opportunity to notify the *Plan* of *your* need for transitional care; and
  - (C) The *Plan Administrator* will allow *you* to elect to continue to have *benefits* for transitional care provided under this *SPD*, under the same terms and conditions as would have applied under this *SPD* had the applicable termination not occurred, as long as such *benefits* are for the course of treatment provided by such *non-participating provider* (in the event of notice under (1)(A)) or such *participating provider* (in the event of notice under (1)(B)) relating to *your* status as a *continuing care patient* during the period beginning on the date on which the notice in (2)(A) is provided and ending on the earlier of:
    - i. The 90-day period beginning on such date; or
    - ii. The date on which *you* are no longer a *continuing care patient* of such *non-participating provider* (in the event of notice under (1)(A)) or such *participating provider* (in the event of notice under (1)(B)).

## Q. Benefit Exception Requests

Except as provided in Section IV.E. For **Non-Emergency Services Received in a Participating Provider Facility from a Non-Participating Provider** and Section VI.C. **Ambulance Services**, if a non-emergency situation arises that makes it *medically necessary* for *you* to obtain *health care services* from a *non-participating provider*, *you* may request a *benefit* exception from the *Plan Administrator*. The *Plan Administrator* has full discretionary authority to allow coverage of *health care services* from a *non-participating provider* at the *participating provider* level of *benefits*. The *Plan Administrator* will only approve a *benefit* exception for *health care services* provided by a *non-participating provider* when those *health care services* are not reasonably available from a *participating provider* and are *medically necessary* to treat *your* illness or injury.

A *benefit* exception request must be submitted in writing by *your participating provider* and must be approved in writing by the *Plan Administrator* prior to *your* receipt of the *health care services*. If you receive written approval from the *Plan Administrator* for your *benefit* exception request, you will not be responsible for billed charges above the *usual and customary amount* for such services.

If your *benefit* exception request is denied *benefits* will be payable at the *non-participating provider benefit* level and you will be responsible for any billed charges above the *usual and customary amount*.

## V. Eligibility, Enrollment, and *Effective Date*

### A. Eligibility

You are eligible to enroll for coverage if you are:

1. employed by the *employer* on a permanent, full-time basis (or part-time basis) for a minimum number of hours listed below;

Employee Classification	Required Hours
Administrators	20 or more per week
Clerical	1,000 or more per year
Food Service	30 or more per week
Maintenance/Custodial	1,040 or more per year
Municipal	600 or more hours per year
Teachers	16 or more per week

or

2. identified by the *employer* as a person who must be covered pursuant to the Patient Protection and Affordable Care Act;
3. An eligible dependent of the *covered employee*. An employee must enroll for coverage in order to enroll eligible dependents.

Eligible dependents include a *covered employee's*:

1. Lawful spouse whose marriage to the *covered employee* is valid under Wisconsin law.
2. Children, from birth through the date upon which the child reaches age 26, including a:
  - a. Natural child of a *covered employee* from birth;
  - b. Legally adopted children or children placed with the *covered employee* for legal adoption (date of placement means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of adoption of the child. The child's placement with a person terminates upon the termination of the legal obligation of total or partial support).
  - c. Children under age 26 for whom the *covered employee* or the *covered employee's* covered lawful spouse has been appointed legal guardian by a court of law prior to age 18;
  - d. *Stepchild* of the *covered employee*;
  - e. Biological child of a *covered employee's* child (i.e. the *covered employee's* grandchild) if the *covered employee's* child is under age 18.
  - f. Child covered under a valid Qualified Medical Child Support Order (QMCSO) and its implementing regulations, which is enforceable against an eligible employee or a *covered employee*. An eligible employee or a *covered employee* may contact the *Plan Administrator* for free assistance in obtaining information regarding the procedures governing QMCSO determinations. The *Plan Administrator* is responsible for determining whether or not a medical child support order is a valid QMCSO.

#### **Qualified Medical Child Support Order**

The *Plan* will provide coverage in accordance with a Qualified Medical Child Support Order (QMCSO), National Medical Support Notice (NMSN), or Child Support Order ("Child Support Order") pursuant to the applicable requirements under § 609 of the Employee Retirement Income Security Act (ERISA) and § 1908A of the Social Security Act and any other applicable laws. It is the employer's responsibility to determine whether a medical child support order is qualified.

Upon receipt of a medical child support order issued by an appropriate court or governmental agency, the employer will follow its established procedures for determining whether the medical child support order is qualified. The employer will provide the *Plan* with notice of a Child Support Order and a copy of the order along with an application for coverage within the greater of 31 days of issuance of the order or the time in which the employer provides notice of its determination to the persons specified in the order.

Where a Child Support Order requires coverage to be provided under the *Plan* and an eligible employee's child is not already a *covered dependent*, then such child will be provided a special enrollment period. If the eligible employee whose child is the subject of the Child Support Order is not enrolled at the time enrollment for the child is requested, then the eligible employee must also enroll for coverage under the *Plan* during the special enrollment period. The effective date of coverage will either be the date the Child Support Order is issued or pursuant to another coverage date set forth in the Child Support Order.

Where a Child Support Order requires coverage to be provided for under the *Plan* for a *covered employee's child* who is already a *covered dependent*, such child will continue to be provided coverage under the *Plan* pursuant to the terms of the Child Support Order.

3. Child of the *covered employee* who is a *full-time student returning from military duty*. Children who are age 27 or more when discharged from the military and who are enrolled as students in regular full-time attendance at an accredited secondary or post-secondary educational institution as recognized by the U.S. Secretary of Education, which is an accredited high school, university, four-year college, community college, technical school, or vocational school. In order to qualify as an eligible dependent under this provision:
  - a. The student must carry the required number of credits per quarter/semester to qualify as a full-time student, as defined by the educational institution; and
  - b. The child was under 27 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending, on a full-time basis, an institution of higher education.

Notwithstanding the provisions set forth above, a *covered dependent* shall be able to continue coverage from the date of a *medically necessary* leave of absence or change in student enrollment until the earliest of the date that is: 1) one year after the first day of such leave of absence or change in student enrollment; 2) the date on which such leave of absence or change in student enrollment is no longer medically necessary; or 3) the date on which coverage would otherwise end under the terms of the *Plan* (e.g., upon attaining the maximum age) if he/she:

- a. is a full-time student in a post-secondary accredited school and enrolled in the *Plan* on the day before a medically necessary leave of absence or change in student enrollment starts;
  - b. takes the leave of absence or makes a change to student enrollment as a result of a serious illness or injury that the attending physician certifies is medically necessary; and
  - c. loses full-time student status as a result of the *medically necessary* leave of absence or change in student enrollment.
4. For dependent children who are covered under this *SPD* and disabled prior to the date the dependent child reaches age 26, application for extended coverage and proof of incapacity must be furnished to the *Plan Administrator* within 31 calendar days after the dependent child reaches age 26. The *Plan Administrator* may ask for an independent medical exam to determine the functional capacity of the dependent child. After this initial proof, the *Plan Administrator* may request proof again at any time during the two-year period following the child's attainment of the limiting age but not more frequently than annually after such two-year period. A dependent child may be eligible for coverage if coverage has not otherwise terminated by the *Plan* and if the dependent child meets all of the following criteria:
    - a. Became disabled before age 26;
    - b. Was a *covered dependent* enrolled with the *Plan* prior to reaching age 26;
    - c. Is incapable of self-sustaining employment because of a *physical disability*, developmental disability, mental illness, or mental health disorder; and
    - d. Is dependent on the *covered employee* for a majority of financial support and maintenance.

The disabled dependent child shall be eligible for coverage as long as the dependent child is and continues to be disabled and dependent on the *covered employee*, unless coverage otherwise terminates under the *Plan*.

**Note:** Coverage will be rescinded or terminated in the event of fraud, intentional misrepresentation of material fact (including a misleading omission of material fact) or failure to pay, when due, any required premium.

## **B. Enrollment and Effective Date**

**New Enrollment.** The eligible employee must make written application to enroll, including any eligible dependents that the eligible employee wishes to enroll, and pay/reimburse any required *contributions* to the Employer, within 31 calendar days of the date the employee first becomes eligible. Coverage will be effective on the first day of the month immediately following the date of hire, except as follows:

1. If *your* date of hire is the first day of the month, *your* effective date will be *your* date of hire.
2. If the first working day of the month does not fall on the first of the month and *your* date of hire is the first working day of the month, your effective date will be the first day of the month during which *your* date of hire occurs.

**Annual Enrollment.** Subject to all eligibility and enrollment provisions, the employee may enroll, and may include eligible dependents; or a *covered employee* may add eligible dependents during the Employer's annual enrollment period. Coverage will be effective on the date indicated during the annual enrollment.

**Rehire.** If an employee's single or family coverage under the Plan terminates because of ineligibility due to temporary layoff, seasonal layoff, leave of absence or temporary reduction in work hours, the employee may reapply for single or family coverage if reemployed as a regular employee by the employer within 90 days of the coverage termination date. If the employee makes written application for coverage to the *Plan Administrator* within 31 days of the date of reemployment, the new coverage will be effective on the date of reemployment, provided the *Plan* remains in effect. If an eligible employee or eligible dependent does not enroll for coverage within this period and is not otherwise eligible for a special enrollment period, as outlined below, the eligible employee or dependent must wait to enroll for coverage during the next annual enrollment period.

**Special Enrollment Period for Employees and Dependents.** If *you* are an eligible employee or an eligible dependent of an eligible employee but not enrolled for coverage under this *Plan*, *you* may enroll for coverage under the terms of this *Plan* if all of the following conditions are met:

1. *You* were covered under a group health plan, covered under the BadgerCare Plus program, or had health insurance coverage at the time coverage was previously offered to the employee or dependent;
2. The eligible employee stated in writing at the time of initial eligibility that coverage under a group health plan, the BadgerCare Plus program, or health insurance coverage was the reason for declining enrollment, but only if the Employer required a statement at such time and provided the employee with notice of the requirement and the consequences of such requirement at the time;
3. *Your* coverage described in paragraph 1 above was:
  - a. Terminated under a COBRA or state continuation provision and the coverage under such provision was exhausted; or
  - b. Terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment) or employer *contributions* toward such coverage were terminated; or
  - c. Terminated as a result of loss of eligibility for the BadgerCare Plus program; and
4. The eligible employee requested such enrollment not later than 31 calendar days after the date of the event described in paragraphs 3.a or 3.b above, or not later than 60 calendar days after the date of loss of eligibility for the BadgerCare Plus program described in paragraph 3.c above.

Coverage will be effective on the date of the event described in paragraphs 3.a - c above, provided the *Plan* receives the application for coverage as required.

**Special Enrollment Period for Covered Persons due to the Acquisition of New Dependents.** New dependents may enroll if all the following conditions are met:

1. A group health plan makes coverage available to a dependent of an employee; and
2. The employee is eligible for coverage under this *Plan*; and
3. They become dependents of the employee through marriage, birth, adoption, placement for adoption, or legal guardianship. This *Plan* shall provide a dependent special enrollment period during which the person may be enrolled under this *Plan* as a dependent of the employee, and in the case of the birth, adoption, children placed for adoption, or the legal guardianship of a child, the employee may enroll and the spouse of the employee may be enrolled as a dependent of the employee if such spouse is otherwise eligible for coverage. The eligible employee, if not previously enrolled, is required to enroll when a dependent enrolls for coverage under this *Plan*. In the case

of marriage, the employee, the spouse and any new dependents resulting from the marriage may be enrolled, if otherwise eligible for coverage; and

4. Application must be received within 31 calendar days of the date the employee first acquires the dependent and coverage will be effective on the date of the marriage, birth, adoption, placement for adoption, or legal guardianship as described in paragraph 3 above.

**Birth of a child.** *You* must notify the *Plan* of the child's birth. To add a newborn biological child, *you* must submit an application within 31 calendar days of the date of birth. If *you* fail to notify the *Plan*, the newborn may not be added until the next annual enrollment period.

**Newly Adopted Child Enrollment.** Children newly adopted or placed for adoption, who were adopted or placed for adoption while the *covered person* is covered under this *SPD*, and who are otherwise eligible for coverage, may be covered immediately from the date of adoption or placement for adoption, or on a later date elected by the *covered person*. The *Plan Administrator* must receive an application to add the child within 60 days of the date of adoption or placement for adoption. If *you* submit an application more than 60 calendar days after the date of adoption or placement for adoption, the adopted child may not be added until the next annual enrollment period.

If the adoption of a child who is placed for adoption with the *covered person* is not finalized, the child's coverage will terminate when the child's placement for adoption with the *covered person* terminates.

**Note:** Other dependents (such as siblings of a newborn child) are not entitled to special enrollment rights upon the birth or adoption of a child.

**Special Enrollment Period for Medicaid, including BadgerCare Plus and Children's Health Insurance Program (CHIP) Participants.** If an eligible employee and/or the eligible employee's eligible dependents are covered under a state Medicaid Plan, including BadgerCare Plus, or a state CHIP (if applicable) and that coverage is terminated as a result of loss of eligibility, then such employee may request enrollment in the *Plan* on behalf of the eligible employee and/or eligible dependents. Such request shall be submitted to the *Plan* not later than 60 calendar days after the eligible employee's and/or the eligible employee's dependent's coverage ends under such state plans.

If an eligible employee and/or the eligible employee's eligible dependents become eligible for coverage under a state Medicaid Plan or a state CHIP (if applicable), and the Employer has not opted out of the premium assistance subsidy offered by the state, then such employee may request enrollment in the *Plan* on behalf of the eligible employee and/or such eligible dependents. The eligible employee shall request such enrollment in the *Plan* no later than 60 calendar days after the date the employee and/or the eligible employee's eligible dependents are determined to be eligible for coverage under such state plans.

## VI. Benefit Schedule

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You are required to pay any *copayment, deductible and coinsurance* amount. *Benefits* listed in this Schedule are according to what the *Plan* pays. *Benefits* are limited to the most cost effective and *medically necessary* alternative. Any amount of *coinsurance* you must pay to the *provider* is based on 100% of *eligible charges* less the percentage covered by the *Plan*. *Plan* payment begins after you have satisfied any applicable *copayment, deductible and coinsurance*.

Discounts negotiated by the *TPA* with *providers* may affect your *coinsurance* amount. This *Plan* may pay higher *benefits* if you choose a *participating provider*. If you use a *non-participating provider*, in addition to any *copayment, deductible and coinsurance*, you pay all charges that exceed the *non-participating provider reimbursement value*, when applicable.

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### A. Prior Authorization

Approval of a prior authorization request by the *Plan Administrator* does not guarantee payment for services. Whether or not we grant prior authorization, payment for services will depend on whether, at the time the services are performed, you are a *covered person* who is *eligible* for and enrolled under this *SPD*, the services are *medically necessary*, are *covered services*, you have provided the appropriate information for those services, and you have met all other terms of the *SPD*. Please read the entire *SPD* to determine which other provisions might also affect *benefits*.

If your attending *provider* requests prior authorization on your behalf, the attending *provider* will be treated as your authorized representative by the *Plan* for purposes of such request and the submission of your claim and associated appeals unless you specifically direct otherwise to the *Plan* within ten business days from the *Plan*'s notification that an attending *provider* was acting as your authorized representative. Your direction will apply to any remaining appeals.

**Prior Authorization Recommendation:** It is recommended that you or your *provider* request in advance that certain *health care services* be authorized as *medically necessary* in advance by the *Plan Administrator*. When a *participating provider* renders services, the *provider* will obtain authorization in advance from the *Plan* for you by following the procedures explained in this section of this *SPD*. It is your responsibility to obtain prior authorization from the *Plan* and to follow the procedures in this section of this *SPD* when you receive services from *non-participating providers*. You should follow the procedures for prior authorization appeals as shown in "Internal Grievance and Appeals Procedures" section.

The prior authorization process is recommended for a variety of services including, but not limited to, those listed below, and others that are listed in our "Prior Authorization List": If you have questions about prior authorization, please contact Customer Service.

Prior authorization is recommended before the following medical services are received:

1. All non-emergency inpatient admissions including *skilled nursing facility*, rehabilitation, *hospital*, etc.;
2. *Transplant services*;
3. Drugs or procedures that could be construed to be *cosmetic*;
4. Home health care or hospice;
5. Non-emergency transportation
6. Outpatient surgeries;
7. Physical therapy, occupational therapy, speech therapy and other outpatient therapies;
8. Pain therapy;
9. *Reconstructive surgery*;
10. Genetic testing; and
11. Durable medical equipment (DME) or prosthesis that might exceed \$5,000.

You can access the current list by logging in to your member home page at [www.aspirushealthplan.com](http://www.aspirushealthplan.com).

Prior authorization is required for certain *prescription drugs* before you fill your prescription at a pharmacy. The list of *prescription drugs* which require prior authorization may be found at [www.aspirushealthplan.com/insurance/priorauthorization](http://www.aspirushealthplan.com/insurance/priorauthorization).

Should Wisconsin, Minnesota, the Wausau metropolitan area and/or the Minneapolis/St. Paul metropolitan area be declared subject to a pandemic alert or in the event of a cyber-attack, we may suspend prior authorization and other services as may be determined by the *Plan*.

## **Prior Authorization Procedure for Non-Acute Care Pre-Service Requests**

When a *participating provider* renders services, the *participating provider* will notify the *TPA* for *you* and must follow the procedures set forth below. It is *your* responsibility to ensure that the *TPA* has been notified when *non-participating providers* are used. *You* or the *provider* must contact Customer Service by telephone, facsimile, electronic mail, or voice mail prior to services being performed and without unreasonable delay.

For *non-participating providers*, *you* need to follow the procedures set forth below:

1. *You* must contact Customer Service by telephone, facsimile, electronic mail, or voice mail prior to services being performed and no less than 15 calendar days prior to the date services are scheduled. An expedited review is available if *your attending health care professional* believes it is warranted.
2. *You* and the *provider* will be notified of the initial determination by the *Plan* or its designee within ten business days following a request, but in no event later than the date on which the services are scheduled to be rendered, provided that we have all necessary information we need to make an initial determination. If the *TPA* has the information needed to make an initial determination, but determines that an extension is necessary due to matters beyond the *TPA's* control, then we may extend the time period for the initial determination by sending written notice to *you* before the end of the initial determination period, which describes the circumstances that require the extension. The *TPA* will notify *you* and the *provider* of the initial determination within ten business days after the end of the initial determination period. The initial determination will be communicated to the *provider* by telephone.
3. If the *TPA* does not have all the information needed to make an initial determination, then the *TPA* may extend the time period for making the initial determination by sending written notice to *you*, before the end of the initial determination period, which describes the missing information and provides a grace period to *you* for providing the necessary information of at least 45 calendar days from the date *you* receive the notice. The *TPA* will notify *you* and the *provider* of the initial determination within ten business days after the earlier of a) the date on which the *TPA* receives the requested information and b) the end of the specified grace period, if the *TPA* does not receive the requested information. The initial determination will be communicated to the *provider* by telephone.
4. If the initial determination is that the service will not be covered, *your attending health care professional*, *hospital* (if applicable), and attending *provider* will be promptly notified by telephone within one business day after the decision has been made.
5. Written notification will then be provided to *you*, *your attending health care professional*, *hospital* (if applicable) and attending *provider* explaining the principal reason or reasons for the determination. The notification will also include the process to appeal the decision.
6. If *you* or the *provider* has not submitted the request for review in accordance with these procedures, the *TPA* will notify *you* within five calendar days.

**Note:** If *your* request is denied, *you* may appeal that decision. Refer to the section entitled “Internal *Grievance* and Appeals Procedures” for details on how to appeal.

Should Wisconsin, Minnesota, the Wausau metropolitan area and/or the Minneapolis/St. Paul metropolitan area be declared subject to a pandemic alert or in the event of a cyber-attack, we may suspend prior authorization and other services as may be determined by the *Plan*.

## **How to Obtain an Expedited Review**

**Expedited Review.** An expedited initial determination will be used if *your attending health care professional* believes it is warranted. Acute care services, which can warrant expedited review, are medical care or treatment with respect to which the application of the time periods for making non-expedited review determinations could seriously jeopardize *your* life or health or *your* ability to regain maximum function, or that in the opinion of *your attending health care professional* would subject *you* to severe pain that cannot be adequately managed without the care or treatment that is the subject of the *pre-service* request.

An expedited initial determination will be provided to *you*, *your attending health care professional*, *hospital* (if applicable) and attending *provider* as quickly as *your* medical condition requires, but no later than 72 hours following the initial request. If the *TPA* does not have all the information needed to make a determination, *you* will be notified within 24 hours. *You* will then have at least 48 hours to provide the requested information. *You*, *your attending health care professional*, *hospital* (if applicable) and attending *provider* will be notified of the determination within 48 hours after the earlier of the *TPA's* receipt



of the requested information or the end of the time period specified for *you* to provide the requested information. If the initial determination would deny coverage, *you* or *your attending health care professional* will have the right to submit an expedited appeal.

**Note:** If *your* request is denied, *you* may appeal that decision. Refer to the section entitled “Internal *Grievance* and Appeals Procedures” for details on how to appeal.

### **Alternative Care**

If *your attending health care professional* advises *you* to consider alternative care for a *sickness* or *injury* that includes *health care services* not covered under the *SPD*, *your attending health care professional* should contact the *Plan* so we can discuss it with them. The *Plan* has full discretionary authority to consider paying for such non-covered *health care services* and we may consider an alternative care plan if we find that:

1. The recommended alternative care offers a medical therapeutic value equal to or greater than the current treatment or confinement;
2. The current treatment or confinement is covered under the *SPD*;
3. The current treatment or confinement may be changed without jeopardizing *your* health; and
4. The *health care services* provided under the alternative care plan will be as cost effective as the *health care services* provided under the current treatment or confinement plan.

The *Plan* will make each alternative care coverage determination on a case by case basis and no decision will set any precedent for future claims. Payment of *benefits*, if any, will be determined by *us*.

Any alternative care decision must be approved by *you*, the *attending health care professional*, and *us* before such alternative care begins.

**B. Deductibles and Out-of-Pocket Limits**

**NOTE:** Your coverage is either “covered employee only” or “family.” Therefore, only one of the following sections (“Covered employee only” or “Family”) applies to you. If you have questions about which section applies to you, contact TPA or your Employer.

**Covered Employee Only**

**Deductibles:** You must first satisfy the deductible by incurring and paying charges equal to those amounts for eligible charges in a calendar year before the Plan will pay benefits. The Plan will not pay benefits for the eligible charges applied toward the deductible. Expenses you pay for copayments, coinsurance and any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the deductible. You will not be required to satisfy the deductible before the Plan will pay benefits for preventive health care services received from a participating provider.

**Out-of-Pocket Limits:** After you have met the out-of-pocket limit per calendar year for coinsurance and deductible, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the out-of-pocket limit if any benefit or visit maximums are exceeded. Expenses you pay for any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the out-of-pocket limit.

**Maximum Out-of-Pocket Limit:** After you have met the maximum out-of-pocket limit per calendar year for copayments, coinsurance and deductible, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the maximum out-of-pocket limit if any benefit or visit maximums are exceeded. Expenses you pay for any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the maximum out-of-pocket limit.

Covered Employee Only	Participating Provider Network	Non-Participating Providers
<b>Deductibles</b>	<p>Non-participating provider deductible amounts are credited toward the participating provider deductible.</p> <p>Participating provider deductible amounts are <u>not</u> credited toward the non-participating provider deductible.</p>	
	<p>\$1,600 per calendar year for eligible charges from participating providers and non-participating providers combined.</p>	<p>\$1,600 per calendar year for eligible charges from non-participating providers.</p>
<b>Out-of-Pocket Limits</b>	<p>Non-participating provider out-of-pocket limit amounts are credited toward the participating provider out-of-pocket limit.</p> <p>Participating provider out-of-pocket limit amounts are <u>not</u> credited toward the non-participating provider out-of-pocket limit.</p>	
	<p>\$3,000 per calendar year for eligible charges from participating providers and non-participating providers combined.</p>	<p>\$4,500 per calendar year for eligible charges from non-participating providers.</p>
<b>Maximum Out-of-Pocket Limit</b>	<p>\$7,150 per covered person per calendar year for eligible charges received from participating providers and non-participating providers combined.</p>	

**NOTE:** Emergency services charges calculated for non-participating providers of air ambulance services, and charges calculated for non-participating providers of non-emergency services at a hospital or ambulatory surgical center which is a participating provider, will be paid subject to applicable participating provider deductible and out of pocket limit. \*

**Family (Covered Employee and Covered Dependents)**

**Family Deductibles:** The family must first satisfy the family deductible by incurring and paying charges equal to those amounts for eligible services in a calendar year before the Plan will pay benefits. The Plan will not pay benefits for the eligible charges applied toward the family deductible. Expenses you pay for copayments, coinsurance and any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the family deductible. Covered persons of the family will not be required to satisfy the family deductible before the Plan will pay benefits for preventive health care services received from a participating provider.

**Family Out-of-Pocket Limits:** After the family has met the family out-of-pocket limit per calendar year for coinsurance and deductible, the Plan covers the remaining eligible charges incurred. The family must pay any amounts greater than the family out-of-pocket limit if any benefit or visit maximums are exceeded. Expenses the family pays for any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the family out-of-pocket limit.

**Family Maximum Out-of-Pocket Limit:** After you have met the family maximum out-of-pocket limit per calendar year for copayments, coinsurance and deductible, the Plan covers the remaining eligible charges incurred. You must pay any amounts greater than the maximum out-of-pocket limit if any benefit or visit maximums are exceeded. Expenses you pay for any amount in excess of the non-participating provider reimbursement value will not apply towards satisfaction of the maximum out-of-pocket limit.

Family (Covered Employee and Covered Dependents)	Participating Provider Network	Non-Participating Providers
<b>Family Deductibles</b>	<p><i>Non-participating provider deductible amounts are credited toward the participating provider deductible.</i></p> <p><i>Participating provider deductible amounts are <u>not</u> credited toward the non-participating provider deductible.</i></p>	
	<p><i>\$3,200 per family per calendar year for eligible charges from participating providers and non-participating providers combined.</i></p>	<p><i>\$3,200 per family per calendar year for eligible charges from non-participating providers.</i></p>
<b>Family Out-of-Pocket Limits</b>	<p><i>Non-participating provider family out-of-pocket limit amounts are credited toward the participating provider family out-of-pocket limit.</i></p> <p><i>Participating provider family out-of-pocket limit amounts are <u>not</u> credited toward the non-participating provider family out-of-pocket limit.</i></p>	
	<p><i>\$6,000 per family per calendar year for eligible charges from participating providers and non-participating providers combined.</i></p>	<p><i>\$9,000 per family per calendar year for eligible charges from non-participating providers.</i></p>
<b>Family Maximum Out-of-Pocket Limit</b>	<p><i>\$14,300 per family per calendar year for eligible charges received from participating providers and non-participating providers combined.</i></p>	

**NOTE:** Emergency services charges calculated for non-participating providers of air ambulance services, and charges calculated for non-participating providers of non-emergency services at a hospital or ambulatory surgical center which is a participating provider, will be paid subject to applicable participating provider deductible and out of pocket limit. \*

**Cost Sharing.** The amounts of the flat fee copayments are calculated on provider allowed charges. The provider’s allowed charge is the full amount that the provider bills less any discount negotiated by or on behalf of Aspirus Health Plan, Inc. with the provider. The calculation of the coinsurance is based on the least of the provider’s allowed charge, the fee schedule negotiated by or on behalf of the Plan with the participating provider, or the non-participating provider reimbursement value, except for: (1) the calculation of the coinsurance for emergency services provided by a non-participating provider, in which case, the calculation of the coinsurance will be based on the recognized amount; (2) the calculation of the coinsurance for air ambulance services provided by a non-participating provider, in which case, the calculation of the coinsurance will be based on the lesser of the qualified payment amount and billed charges; and (3) the calculation of the coinsurance for non-participating providers of non-emergency services at a hospital or ambulatory surgical center which is a participating

*provider*, in which case, the calculation of the *coinsurance* will be based on the *recognized amount*.\* The *deductible* is first subtracted from the allowed charge, *fee schedule*, or the *non-participating provider reimbursement value*, the *recognized amount*, or the amount calculated for air ambulance services provided by a *non-participating provider* whichever is applicable, then the *coinsurance* percentage is applied to the remainder.

\* If a *non-participating provider* provides *non-emergency health care services* at a *hospital* or ambulatory surgical center which is a *participating provider* and the *non-participating provider* has satisfied the notice and consent requirements described in the section of this *SPD* titled "Balance Billing," then the Aspirus Health Plan, Inc. will pay for charges for such *non-emergency health care services* according to the terms of the *non-participating provider benefit* in the table in the section titled "Hospital Services," and any amounts paid by *you* toward the *deductible* and as *coinsurance* for charges for such *non-emergency health care services* will count toward the *deductible* and *out-of-pocket limit* for *non-participating providers*.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> , when applicable.*
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<b>C. Ambulance Services</b>		
Ambulance services for an <i>emergency</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider benefit</i> for <i>emergency</i> ambulance services.
Non- <i>emergency</i> transportation. <b>Note:</b> Prior authorization is recommended for non- <i>emergency</i> transportation	80% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>participating provider benefit</i> for non- <i>emergency</i> transportation.

\* **Air ambulance services.** Covered air ambulance services provided by a *non-participating provider* are subject to the same *deductible* and *coinsurance* requirements that would apply if the services were provided by a *participating provider* of air ambulance services. The *deductible* and *coinsurance* requirements must be calculated as the lesser of the *qualifying payment amount* and the billed amount for the services.

**Ambulance services for an *emergency*.** The *Plan* covers ambulance service and *emergency* transportation to the nearest *hospital* or medical center where initial care can be rendered for a medical *emergency*. Air ambulance is covered only when the condition is an acute medical *emergency* and is authorized by a *physician*.

The *Plan* covers *emergency* ambulance (air or ground) transfer from a *hospital* not able to render the *medically necessary* care to the nearest *hospital* or medical center able to render the *medically necessary* care only when the condition is a critical medical situation and is ordered by a *physician* and coordinated with a receiving *physician*.

**Ambulance services for a non-*emergency*.** Non-*emergency* ambulance service, from *hospital* to *hospital* when care for *your* condition is not available at the *hospital* where *you* were first admitted. Transfers from a *hospital* to other facilities for subsequent covered care or from home to *provider* offices or other facilities for outpatient treatment procedures or tests are covered if medical supervision is required en route.

Prior authorization is recommended for:

- Non-*emergency* ambulance service, from *hospital* to *hospital* when care for *your* condition is not available at the *hospital* where *you* were first admitted; and
- Non-*emergency* transfers by ambulance from a *hospital* to other facilities for subsequent covered care or from home to *physician* offices or other facilities for outpatient treatment procedures or tests when medical supervision is required en route.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. Non-*emergency* ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i>
		<b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .

<b>D. Autism Services</b>		
Services to diagnose and treat Autism.	<p><b><u>Office Visits:</u></b></p> <p><b>Primary Care</b> 80% of <i>eligible charges</i> after the <i>deductible</i>.</p> <p><b>Specialist:</b> 80% of <i>eligible charges</i> after the <i>deductible</i>.</p> <p><b><u>Hospital Services:</u></b> 80% of <i>eligible charges</i> after the <i>deductible</i>.</p>	60% of <i>eligible charges</i> after the <i>deductible</i> .

The *Plan* covers autism services for *covered persons* who have a primary verified diagnosis of autism spectrum disorder, which includes autism disorder, Asperger’s syndrome, and pervasive development disorder not otherwise specified. A verified autism spectrum disorder diagnosis determination must be made by a *health care professional* skilled in testing and in the use of empirically validated tools specific for autism spectrum disorders. We may require confirmation of the primary diagnosis through completion of empirically validated tools or tests from each of the following categories: intelligence, parent report, language skills, adaptive behavior and direct observation of the *covered person*. Please see Wisconsin Administrative Code Ins. 3.36 for applicable definitions.

This section is not subject to the general exclusions in the section entitled “Exclusion List”. The only exclusions that apply to autism services are outlined in this section, except for *durable medical equipment* and *prescription drugs*.

**Covered Autism Services:**

1. **Diagnostic testing.** The testing tools used must be appropriate to the presenting characteristics and age of the *covered person* and empirically valid for diagnosing autism spectrum disorders consistent with the criteria provided in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. We reserve the right to require a second opinion with a *provider* mutually agreeable to the *covered person* and us.
2. **Intensive-level services.** We will provide up to four years of intensive-level services that commence after *you* are two years of age and before *you* are nine years of age. The majority of the services must be provided to *you* when *your* parent or legal guardian is present and engaged. While receiving intensive-level services, *you* must be directly observed by the qualified *provider* at least once every two months. In addition, the intensive-level services must be all of the following:
  - a. Evidence-based.
  - b. Provided by a qualified *provider*, professional, therapist, or paraprofessional, as those terms are defined by state law.
  - c. Based on a treatment plan developed by a qualified *provider* or professional as defined by state law that includes an average of 20 or more hours per week over a six-month period of time with specific cognitive, social, communicative, self-care or behavioral goals that are clearly defined, directly observed and continually measured. Treatment plans shall require that *you* be present and engaged in the intervention.
  - d. Provided in an environment most conducive to achieving the goals of *your* treatment plan.
  - e. Assessed and documented throughout the course of treatment. We may request and review *your* treatment plan and the summary of progress on a periodic basis.
  - f. Designed to include training and consultation, participation in team meetings and active involvement of the *covered person’s* family and treatment team for implementation of the therapeutic goals developed by the team

3. **Concomitant services by a qualified therapist.** We will cover services by a qualified therapist when all the following are true:
  - a. The services are provided concomitant with intensive-level evidence-based behavioral therapy;
  - b. *You* have a primary diagnosis of an autism spectrum disorder;
  - c. *You* are actively receiving behavioral services from a qualified intensive-level *provider* or qualified intensive-level professional; and
  - d. The qualified therapist develops and implements a treatment plan consistent with their license and this section.
4. **Non-intensive-level services.** *You* are eligible for non-intensive-level services, including direct or consultative services, that are evidence-based and are provided by a qualified *provider*, supervising *provider*, professional, therapist or paraprofessional under one of the following scenarios: (i) after the completion of intensive-level services, as long as the non-intensive-level services are designed to sustain and maximize gains made during the intensive-level *treatment*; or (ii) if *you* have not and will not receive intensive-level services but non-intensive-level services will improve *your* condition. Non-intensive-level services must be all of the following:
  - a. Based upon a treatment plan and include specific therapy goals that are clearly defined, directly observed and continually measured and that address the characteristics of autism spectrum disorders. Treatment plans shall require that *you* be present and engaged in the intervention.
  - b. Implemented by qualified *providers*, qualified supervising *providers*, qualified professionals, qualified therapists or qualified paraprofessionals as defined by state law.
  - c. Provided in an environment most conducive to achieving the goals of *your* treatment plan.
  - d. Designed to provide training and consultation, participation in team meetings and active involvement of the *covered person's* family in order to implement therapeutic goals developed by the team.
  - e. Designed to provide supervision for qualified professionals and paraprofessionals in the treatment team.
  - f. Assessed and documented throughout the course of treatment. We may request and review *your* treatment plan and the summary of progress on a periodic basis.

**Exclusions:**

- a. Acupuncture.
- b. Animal-based therapy including hippotherapy.
- c. Auditory integration training.
- d. Chelation therapy.
- e. Childcare fees.
- f. Cranial sacral therapy.
- g. Hyperbaric oxygen therapy.
- h. *Custodial care or respite care.*
- i. Special diets or supplements.
- j. *Provider* travel expenses.
- k. Therapy, treatment or services when provided to a *covered person* who is residing in a residential treatment center, inpatient treatment or day treatment facility.
- l. Costs for the facility or location or for the use of a facility or location when *treatment*, therapy or services are provided outside of *your* home.
- m. *Claims* that have been determined to be fraudulent by the *Plan*.
- n. Treatment provided by parents or legal guardians who are otherwise qualified *providers*, supervising *providers*, therapists, professionals or paraprofessionals for treatment provided to their own children.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>E. Chiropractic Services</b>		
Services to treat acute musculoskeletal conditions by manual manipulation therapy.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

**NOTE:** For coverage of other therapy services, please refer to the section entitled “Physical Therapy, Occupational Therapy and Speech Therapy”

Diagnostic services are limited to *medically necessary* radiology. Treatment is limited to conditions related to the spine or joints.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. Routine *maintenance care*.
- c. Blood, urine or hair analysis.
- d. Performance of ultrasound, MRI, EMG, waveform and nuclear medicine diagnostic studies, or other enhanced imaging.
- e. Manipulation under anesthesia.



<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>F. Dental Services</b>		
Accidental Dental Services. Treatment must begin within 90 days and be completed within 24 months of the date of the <i>injury</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<i>Medically Necessary</i> Outpatient Dental Services and Hospitalization for Dental Care.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

This section does not provide coverage for preventive dental procedures. The *Plan* considers dental procedures to be services rendered by a *dentist* or *dental specialist* to treat the supporting soft tissue and bone structure.

The *Plan* covers the following dental services:

1. **Accidental Dental Services.** Services to treat and restore damage done to sound, natural teeth as a result of an accidental *injury*. Coverage is for external trauma to the face and mouth only, not for cracked or broken teeth that result from biting or chewing. A sound, natural tooth is a tooth without pathology (including supporting structures) rendering it incapable of continued function for at least one year. Primary (baby) teeth must have a life expectancy of one year before loss. Treatment and repair must be started within 90 days and completed within 24 months of the date of the *injury*.
2. **Medically Necessary Dental Services.** Dental services required for treatment of an underlying medical condition (e.g. removal of teeth to complete radiation treatment for cancer of the jaw, cysts, and lesions) and provided by a *dentist* or *dental specialist*, including general anesthesia, regardless of whether the services are provided in a *hospital* or a dental office.
3. **Medically Necessary Hospitalization for Dental Care.** The *Plan* covers hospitalization for dental care. This is limited to charges *incurred* by a *covered person* who: a) is a child under age five; b) is severely disabled; or c) has a medical condition that requires hospitalization or anesthesia for dental treatment. Coverage is limited to facility and anesthesia charges. Oral surgeon/*dentist* or *dental specialist* professional fees are not covered for dental services provided except as described in item 2 above. The following are examples, though not all-inclusive, of medical conditions that may require hospitalization for dental services: severe asthma, severe airway obstruction or hemophilia. Care must be directed by a *physician* or by a *dentist* or *dental specialist*.
4. **Medical complications of Dental Care.** Coverage is provided for medical complications due to dental care. Treatment must be *medically necessary* care and related to medical complications of non-covered dental care, including complications to the head, neck or substructures.
5. **Oral Surgery** coverage, including related consultation, x-rays and anesthesia, is limited to the following procedures:
  - a. extraction of teeth in order to prepare the jaw for radiation treatment of a neoplastic disease, or to prepare for a covered transplant.
  - b. Surgical removal of impacted, sound natural unerupted and partially unerupted teeth;
  - c. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
  - d. Surgical procedures to correct injuries to the jaws, cheeks, lips, tongue, roof and floor of the mouth;
  - e. Apicoectomy (excision of the apex of the tooth root);
  - f. Root canal therapy, if performed simultaneously with an apicoectomy;
  - g. Excision of exostosis (bony outgrowth) of the jaws and hard palate;
  - h. Frenotomy (incision of the membrane connecting the tongue to the floor of the mouth);
  - i. Incision and drainage of cellulitis (tissue inflammation) of the mouth;

- j. Incision of accessory sinuses, salivary glands or ducts;
  - k. Gingivectomy (excision of gum tissue to eliminate infection), but not including restoration of gum tissue or soft tissue;
  - l. Alveolectomy;
  - m. Reduction of fractures and dislocations of the jaw; and
  - n. Orthognathic surgery.
6. **Sealants.** Coverage is provided for sealants on existing teeth in order to prepare for chemotherapy for a neoplastic disease.

**Exclusions:**

- a. Please see the section entitled "Exclusion List."
- b. Dental services covered under a separate dental plan offered by the same *Plan Sponsor* that offers this *SPD*.
- c. Preventive dental procedures.
- d. *Health care services* or dental services for or related to dental or oral care, treatment, orthodontics, surgery, supplies, anesthesia or facility charges, and bone grafts, except as covered for accidental *injury*, *medically necessary* dental services and *hospital* facility fees and anesthesia covered under this "Dental Services" section of this *SPD*.
- e. Orthodontia and all associated expenses.
- f. Root canal therapy, except as covered under this Dental Services section of this *SPD*.
- g. *Health care services* or dental services for cracked or broken teeth that result from biting, chewing, disease or decay, except as covered under this "Dental Services" section of this *SPD*.
- h. Dental implants, except as covered under this "Dental Services" section of this *SPD*.
- i. Prescriptions written by a *dentist* unless in connection with dental procedures covered by the *Plan*.
- j. *Health care services* or dental services related to periodontal disease, except as covered for *hospital* facility fees and anesthesia covered under this "Dental Services" section of this *SPD*.
- k. Occlusal adjustment or occlusal equilibration.
- l. Treatment of bruxism.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i>
		<b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .

<b>G. Durable Medical Equipment (“DME”) Services, Prosthetics, and Orthotics</b>		
DME.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Orthotics.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Prosthetics.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Insulin pump, limited to one pump per <i>calendar year</i>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Diabetic supplies Coverage includes over-the-counter diabetic supplies, including glucose monitors, syringes, blood and urine test strips, and other diabetic supplies as <i>medically necessary</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Enteral feeding supplies	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Custom-molded foot orthotics	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Orthopedic shoes	Coverage is limited to one pair of orthopedic shoes per <i>covered person</i> per <i>calendar year</i> .	
	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

The *Plan* covers equipment and *health care services* ordered by a *physician* and provided by DME/prosthetic/orthotic vendors. For verification of eligible equipment and supplies, contact Customer Service at the address and phone number shown on the inside cover of this *SPD*. Contact lenses are eligible for coverage only when prescribed as *medically necessary* for the treatment of keratoconus, aphakia, or following cataract surgery. *Covered persons* must pay for lens replacement.

Payment is limited to the most cost effective and *medically necessary* alternative. When *you* purchase a model that is more expensive than what is considered *medically necessary* by *TPA’s* medical director, *you* will be responsible for the difference in purchase and maintenance cost. The *Plan’s* payment for rental shall not exceed the purchase price, unless the *Plan* has determined that the item is appropriate for rental only. The *Plan* reserves the right for its medical director to determine if an item will be approved for rental or purchase.

If *you* purchase new equipment or supplies when *TPA’s* medical director determines that repair costs of *your* current equipment or supplies would be more cost effective, then *you* will be responsible for the difference in cost.

We will provide coverage for only one of the following: a manual wheelchair, a motorized wheelchair, a knee walker, or a motorized scooter, as determined by us.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”

- b. Any durable medical equipment or supplies not listed as eligible on the *TPA's* durable medical equipment list, or as determined by the *Plan*.
- c. Disposable supplies or non-durable supplies and appliances, including those associated with equipment determined not to be eligible for coverage. This exclusion does not apply to catheters, diabetic supplies or other medical supplies identified as eligible supplies in the Medical Policy on Durable Medical Equipment and Supplies which can be found on our member website at [www.aspirushealthplan.com](http://www.aspirushealthplan.com) or by contacting Customer Service.
- d. Revision of durable medical equipment and prosthetics, except when made necessary by normal wear or use.
- e. Repair or replacement of durable medical equipment less than three years after original purchase, except for insulin pumps.
- f. Repair or replacement of insulin pumps less than one year after original purchase.
- g. Replacement or repair of items when: 1) damaged or destroyed by misuse, abuse or carelessness; 2) lost; or 3) stolen.
- h. Replacement of equipment unless we determine it is *medically necessary*.
- i. Replacement of over-the-counter batteries.
- j. Duplicate or similar items.
- k. Devices and computers to assist in communication and speech.
- l. Durable medical equipment that we determine to be for *your* comfort, personal hygiene, or convenience including, but not limited to, personal fitness equipment and self-help devices not medical in nature.
- m. Continuous passive motion (CPM) devices and mechanical stretching devices.
- n. Home devices such as: home spinal traction devices or standers; home phototherapy for dermatological conditions; light boxes designed for Seasonal Affective Disorder; cold therapy (application of low temperatures to the skin) including, but not limited to, cold packs, ice packs and cryotherapy; and home automated external defibrillator (AED).
- o. Household equipment, household fixtures and modifications to the structure of the home, escalators or elevators, ramps, swimming pools, whirlpools, hot tubs and saunas, wiring, plumbing or charges for installation of equipment, exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypoallergenic pillows, mattresses or waterbeds.
- p. Vehicle/car or van modifications including, but not limited to, hand brakes, hydraulic lifts and car carrier.
- q. Over-the-counter orthotics and appliances.
- r. Charges for sales tax, mailing and delivery.
- s. Durable medical equipment necessary for the operation of equipment determined not to be eligible for coverage.
- t. Durable medical equipment, orthotics and prosthetics necessary for activities beyond *activities of daily living*.
- u. Durable medical equipment, orthotics and prosthetics that we determine to have special features that are not *medically necessary*.
- v. Wigs, toupees, hairpieces, cranial prosthesis, hair implants, hair transplants, hair weaving, or hair loss prevention treatments.
- w. Upgrades to, or replacement of, any items considered *eligible charges* and covered under this section, unless the item is no longer functional and is not repairable.
- x. Blood pressure cuffs and monitors.
- y. Enuresis alarms.
- z. Trusses.
- aa. Ultrasonic nebulizers.
- bb. Oral appliances for snoring.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i>
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<b>H. Emergency Services</b>		
<i>Emergency services</i>	80% of <i>eligible charges</i> after the deductible for <i>emergency services</i> .	80% of the <i>out-of-network rate</i> after the <i>participating provider deductible</i> for <i>emergency services</i> .

You should be prepared for the possibility of a medical *emergency* by knowing *your participating provider's* procedures for "on call" and after regular office hours before the need arises. Determine the telephone number to call, which *hospital your participating provider* uses, and other information that will help *you* act quickly and correctly. Keep this information in an accessible location in case a medical *emergency* arises.

If *you* have an *emergency* situation that requires immediate treatment, call 911 or go to the nearest emergency facility. If possible under the circumstances, *you* should telephone the clinic where *you* normally receive care. A *physician*, physician assistant or advanced practice registered nurse will advise *you* how, when and where to obtain the appropriate treatment.

**Note:** Services other than *emergency services* received in an emergency room are not covered. If *you* choose to receive non-*emergency health care services* in an emergency room, *you* are solely responsible for the cost of these services. See *emergency* under "Definitions of Terms Used."

Notwithstanding anything in this *SPD* to the contrary, Aspirus Health Plan, Inc. shall cover *emergency services*, whether provided by a *participating provider* or a *non-participating provider*, without the need for any prior authorization determination.

In the case of *emergency services* provided by a *non-participating provider*, *your deductible* and *coinsurance* will be calculated as if the total amount charged for such *emergency services* were equal to the *recognized amount*.

*Covered services*, whether provided by a *participating provider* or a *non-participating provider*, are subject to all of the *benefit* limitations set forth in this *SPD*. *You* should provide notice to the *TPA* of an admission to an inpatient facility within 48 hours, or as soon as reasonably possible. However, if *you* are incapacitated in a manner that prevents *you* from providing notice of the admission within 48 hours, or as soon as reasonably possible, or if *you* are a minor and *your parent* (or guardian) was not aware of *your* admission, then the 48 hour time period begins when *you* are no longer incapacitated, or when *your parent* (or guardian) is made aware of the admission. *You* are considered incapacitated only when: (1) *you* are physically or mentally unable to provide the required notice; and (2) *you* are unable to provide the notice through another person.

**Exclusions:**

- a. Please see the section entitled "Exclusion List."
- b. Non-*emergency services* received in an emergency room.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>I. Hearing Aids, Implantable Hearing Devices, and Related Treatment</b>	<i>Benefits</i> are limited to one <i>hearing aid</i> per ear every three years.	
<p>Any of the following for <i>covered persons</i> under age 18 who are certified as deaf or hearing impaired by a <i>provider</i> in accordance with accepted medical or audiological standards:</p> <ul style="list-style-type: none"> <li>a. One <i>hearing aid</i> per ear every three years, including fitting and testing</li> <li>b. <i>Implantable hearing devices</i>.</li> <li>c. <i>Health care services</i> related to covered <i>hearing aids</i> and <i>implantable hearing devices</i>, including procedures for the implantation of <i>implantable hearing devices</i>.</li> <li>d. <i>Post-cochlear implant aural therapy</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. Hearing protection equipment.
- c. *Hearing aid* batteries and cords.
- d. *Hearing aids, implantable hearing devices* and related *treatment* provided to a *covered person* age 18 or over.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>J. Home Care Services</b>	Limited to 40 <i>home care</i> visits per <i>calendar year</i> . Each visit, up to 4-hours in duration, equals one visit and counts toward the maximum visits for <i>home care</i> services. Any visit that lasts less than 4 hours, regardless of the length of the visit, will count as one visit toward the maximum visits for <i>home care</i> services. All visits must be <i>medically necessary</i> and all charges for <i>home care</i> services must be <i>eligible charges</i> under the terms of this <i>SPD</i> .	
<i>Home care</i>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

The *Plan* covers skilled nursing services, physical therapy, occupational therapy, speech therapy, respiratory therapy, and other therapeutic services, laboratory services, equipment, supplies and drugs, as appropriate, and other eligible home health services prescribed by a *physician*, physician assistant or advanced practice registered nurse for the care and treatment of *your sickness* or *injury* and rendered in *your* home up to the visit limits stated above.

*You* must be *homebound* for care to be received in *your* home, unless the *Plan Administrator* deems the care medically appropriate, and/or that the care is more cost effective than care in a facility or clinic.

The *Plan* covers *home care* services, including:

1. Home safety evaluations, evaluations for a home treatment program, and/or initial visit(s) to evaluate *you* for an independent treatment plan.
2. Part-time or intermittent home nursing care by or under supervision of a registered nurse.
3. Part-time or intermittent home health aide services that consist solely of care for the patient as long as they are: (1) *medically necessary*; (2) appropriately included in the *home care* plan; (3) necessary to prevent or postpone *confinement* in a *hospital* or *skilled nursing facility*; and (4) supervised by a registered nurse or medical social worker.
4. Physical or occupational therapy or speech-language pathology or respiratory care.
5. Medical supplies and *prescription drugs* prescribed by an *attending health care professional* and laboratory services by or on behalf of a *hospital* if needed under the *home care* plan. These items are covered to the extent they would be if *you* had been confined in a *hospital*.
6. Nutrition counseling provided or supervised by a registered or certified dietician.
7. Evaluation of the need for a *home care* plan by a registered nurse, *physician* extender or medical social worker. *Your attending health care professional* must request or approve this evaluation.

A service will not be considered a skilled nursing service merely because it is performed by, or under the direct supervision of, a licensed, registered nurse. Where a service (such as a tracheotomy suctioning or ventilator monitoring or like services) can be safely and effectively performed by a non-medical person, or self-administered, without the direct supervision of a licensed, registered nurse, the service will not be regarded as a skilled nursing service, whether or not a skilled nurse actually provides the service. The unavailability of a competent person to provide a non-skilled service does not make it a skilled service when a skilled nurse provides it. Only the skilled nursing component of so-called “blended” services (i.e., service, that include skilled and non-skilled components) is covered.

The *Plan* covers palliative care *benefits* if *you* are not *homebound* up to the visit limit stated above. Palliative care includes symptom management, education, and establishing goals of care.

**Exclusions:**

- a. Please see the section entitled "Exclusion List."
- b. Companion and home care services, unskilled nursing services, services provided by *your* family or a person who shares *your* legal residence.
- c. *Health care services* and other services provided as a substitute for a primary caregiver in the home.
- d. *Health care services* and other services that can be performed by a non-medical person or self-administered.
- e. Home health aides, when care in the home by a home health aid is not the most medically appropriate place of service or the most medically appropriate *provider* for those *health care services*.
- f. *Health care services* and other services provided in *your* home for convenience, or due to lack of transportation.
- g. *Custodial care*, except home health aide services as covered in this section.
- h. *Health care services* and other services at any site other than *your* home.
- i. Recreational therapy.
- j. Domiciliary Care, such as meals-on-wheels, health visiting, and home help, provided by a welfare agency for people in their homes.



<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>K. Hospice Care</b>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
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The *Plan* covers hospice services provided to *you* during the initial six-month period immediately following the diagnosis of a terminal illness. *You* must meet the eligibility requirements of the program and elect to receive services through the home hospice program. The services will be provided in *your* home, with inpatient care available when *medically necessary* as described below. If *you* elect to receive hospice services, *you* do so in lieu of curative or restorative treatment for *your* terminal illness for the period *you* are enrolled in the home hospice program.

Coverage for hospice care will be extended beyond the initial six-month period if an *attending health care professional* provides an updated certification in writing that *you* are terminally ill.

1. **Eligibility.** In order to be eligible to be enrolled in the home hospice program, *you* must:
  - a. Be terminally-ill with a certification from a *physician*, physician assistant or advanced practice registered nurse that *you* have six months or less to live; and
  - b. Have chosen a palliative treatment focus (i.e., emphasizing comfort and supportive services rather than restorative treatment, or treatment attempting to cure the disease or condition).

*You* may withdraw from the home hospice program at any time.

2. **Covered Services.** Hospice services include the following services, provided in accordance with an approved hospice treatment plan:
  - a. Part-time (defined as up to two hours of service per calendar day) care in *your* home by an interdisciplinary hospice team (which might include a *physician*, nurse, social worker, spiritual counselor or other licensed *provider*) and home health aide services, if prior authorized by the *Plan Administrator*.
  - b. One or more periods of continuous care in *your* home or in a setting that provides day care for pain or symptom management, when *medically necessary*, as determined by the *Plan Administrator*.
  - c. *Medically necessary* inpatient services.
  - d. Respite care for caregivers in *your* home or in an appropriate setting. Respite care should be prior authorized by the *Plan Administrator* to give *your* primary caregivers (i.e., family members or friends) rest and/or relief when necessary in order to maintain *you* at home.
  - e. *Medically necessary* medications for pain and symptom management, if prior authorized by the *Plan Administrator*.
  - f. *Hospital* beds and other durable medical equipment when *medically necessary* and should be prior authorized by the *Plan Administrator*.

Continuous care is defined as two to 12 hours of service per calendar day provided by a registered nurse, licensed practical nurse, or home health aide, during a period of crisis in order to maintain *you* in *your* home when *you* are terminally ill.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. *Health care services* and other services provided by *your* family or a person who shares *your* legal residence.
- c. Respite or rest care, except as specifically described in this section.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>L. Hospital Services</b>	<b>Note:</b> Each <i>covered person's confinement</i> , including that of a covered newborn child, is separate and distinct from the <i>confinement</i> of any other <i>covered person</i> . If you have <i>covered employee</i> only coverage, on the date of birth of a newborn, you and your new <i>covered dependent(s)</i> , when enrolled, become subject to the terms and conditions of family coverage.	
<ul style="list-style-type: none"> <li>• Inpatient <i>hospital</i> services.</li> <li>• Inpatient maternity services.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	<p><b>For medically necessary inpatient hospital stays that are the result of an emergency admission, until the covered person can be stabilized and transferred:</b></p> <p>Same as the <i>participating provider</i> benefit.</p> <p><b>All Other Hospital Services from Non-Participating Providers:</b></p> <p>60% of <i>eligible charges</i> after the <i>deductible</i>.</p>
<ul style="list-style-type: none"> <li>• Inpatient <i>hospital</i> and <i>residential treatment facility</i> services for mental and substance use disorders.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	<p><b>For medically necessary inpatient hospital stays that are the result of an emergency admission, until the covered person can be stabilized and transferred:</b></p> <p>Same as the <i>participating provider</i> benefit.</p> <p><b>All Other Hospital Services from Non-Participating Providers:</b></p> <p>60% of <i>eligible charges</i> after the <i>deductible</i>.</p>
<ul style="list-style-type: none"> <li>• Outpatient <i>hospital</i> services, ambulatory care or surgical facility services.</li> <li>• Telemedicine.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Outpatient <i>hospital</i> services for mental and substance use disorders.</li> <li>• Transitional services, partial <i>hospital</i> services and rehabilitation services in a day <i>hospital</i> program for mental and substance use disorders.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

<ul style="list-style-type: none"> <li>• Cardiac rehabilitation services, including inpatient Phase I and outpatient Phase II.</li> <li>• Cognitive rehabilitation therapy.</li> <li>• Pulmonary rehabilitation therapy.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• <i>Medically necessary</i> genetic testing determined by the <i>Plan</i> to be <i>covered services</i>, as described below: <ul style="list-style-type: none"> <li>✓ You display clinical features, or are at direct risk of inheriting the mutation in question (presymptomatic); and</li> <li>✓ The result of the test will directly impact the current treatment being delivered to you; and</li> </ul> </li> <li>• After history, physical examination and completion of conventional diagnostic studies, a definitive diagnosis remains uncertain and a valid specific test exists for the suspected condition.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

\* In the case of *health care services* (other than *emergency services*) furnished by a *non-participating provider* with respect to a visit at a *hospital* or ambulatory surgical center which is a *participating provider*:

(A) Unless the *non-participating provider* has satisfied the notice and consent requirements described in Section IV.P. of this *SPD* entitled Balance Billing:

- (1) *Your deductible* and *coinsurance* will be calculated as if the total amount charged for such *non-emergency health care services* were equal to the *recognized amount*; and
- (2) The *coinsurance* percentage applied to such charges is 80%;
- (3) The *Plan* will pay the amount by which the *out-of-network rate* exceeds *your* cost-sharing responsibility as determined in accordance with sections (A)(1) and (A)(2).

(B) If the *non-participating provider* has satisfied the notice and consent requirements, then the *Plan* will pay according to the terms of the *non-participating provider benefit* in the table above.

- (1) Informed that the payment of such charge by the participant, beneficiary, or enrollee might not accrue toward meeting any limitation that the *Plan* or coverage places on cost sharing, including an explanation that such payment might not apply to an in-network *deductible* or out-of-pocket maximum applied under the *Plan* or coverage.

Notify us of *your* admission to an inpatient facility within 48 hours or as soon as medically possible.

In determining maternity benefits for professional and *hospital* services for delivery and postnatal care, each *covered person's confinement*, including that of a newborn child, is separate and distinct from the *confinement* of any other *covered person*.

1. **Inpatient Services.** The *Plan* covers *health care services* for the treatment of acute *sickness* or *injury* that requires the level of care only available in an *acute care facility*. Inpatient services include, but are not limited to:
  - a. Room and board;
  - b. The use of operating rooms, intensive care facilities; newborn nursery facilities;
  - c. General nursing care, anesthesia, radiation therapy, physical, speech and occupational therapy, *prescription drugs* or other medications administered during treatment, blood and blood plasma, and other diagnostic or treatment related *hospital* services;
  - d. *Physician* and other professional medical and surgical services;
  - e. Mental health and substance use disorder services, including detoxification services;

- f. Diagnostic imaging, laboratory tests, and pathology;
  - g. Professional medical and surgical services provided by an assistant surgeon, which is defined as a certified physician assistant, nurse practitioner, clinical nurse specialist, registered nurse first assistant, certified registered nurse first assistants, certified nurse midwives, or a *physician*.
2. **Outpatient Hospital, Ambulatory Surgical Center, or Surgical Facility Services.** The *Plan* covers the following *health care services* for diagnosis or treatment of *sickness* or *injury* on an outpatient basis:
- a. Use of operating rooms or other outpatient departments, rooms or facilities;
  - b. The following outpatient services: general nursing care, anesthesia, radiation therapy, *prescription drugs* or other medications administered during treatment, blood and blood plasma, and other diagnostic or treatment related outpatient services;
  - c. Laboratory tests, pathology and radiology;
  - d. *Physician* and other professional medical and surgical services rendered while an outpatient;
  - e. Mental health and substance use disorder services;
  - f. Psychotherapy and nursing services provided in the home if authorized by the *Plan Administrator*;
  - g. Professional medical and surgical services provided by an assistant surgeon, which is defined as a certified physician assistant, nurse practitioner, clinical nurse specialist, registered nurse first assistant, certified registered nurse first assistants, certified nurse midwives, or a *physician*;
  - h. *Medically necessary* genetic testing determined by the *Plan Administrator* to be *covered services*, as described below:
    - i. *You* display clinical features, or is at direct risk of inheriting the mutation in question (presymptomatic); and
    - ii. The result of the test will directly impact the current treatment being delivered to *you*; and
    - iii. After history, physical examination and completion of conventional diagnostic studies, a definitive diagnosis remains uncertain and a valid specific test exists for the suspected condition.
  - i. *Biofeedback*.
  - j. Telemedicine services.

The *Plan* also covers *preventive health care services*. These services will be covered as shown in the *Preventive Health Care Services* and/or the Preventive Contraceptive Methods and Counseling for Women sections of this *SPD*.

3. **Rehabilitation Services in a Day Hospital Program.** The *Plan* covers rehabilitation services in a day *hospital* program. Coverage is limited to services for *rehabilitative care* in connection with a *sickness* or *injury*.
4. **Cardiac Rehabilitation Services.** The *Plan* covers the following cardiac rehabilitation services:
- a. Phase I cardiac rehabilitation sessions while *you* are confined as an inpatient in a *hospital*; and
  - b. Phase II cardiac rehabilitation sessions while *you* are an outpatient receiving services in a facility with a facility-approved cardiac rehabilitation program.
5. **Cognitive Rehabilitation Therapy.** The *Plan* covers outpatient cognitive rehabilitation therapy following a brain *injury* or cerebral vascular accident.
6. **Treatment of Cleft Lip and Cleft Palate.** We cover treatment of cleft lip and cleft palate for a *covered dependent* child if treatment is scheduled or started prior to the *covered dependent* child reaching age 19. Treatment includes orthodontic treatment, oral surgery and dental services directly related to the cleft. If a *covered dependent* child is also covered under a dental plan which covers orthodontic services, that dental plan shall be considered primary for the necessary orthodontic services. Oral appliances are subject to the same conditions and limitations as durable medical equipment.
7. **Pulmonary Rehabilitation.** The *Plan* covers outpatient pulmonary rehabilitation therapy.
8. **Court-Ordered Services.** The *Plan* covers mental health evaluations and treatment ordered by a Minnesota court under a valid court order when the services ordered are covered under this *SPD* and:
- a. The court-ordered behavioral care evaluation is performed by a *participating provider* and the *provider* is a licensed psychiatrist, or doctoral level licensed psychologist.
  - b. The treatment is provided by a *participating provider* or another *provider* as required by rule or law and is based on a behavioral care evaluation that meets the criteria of paragraph a. above and includes a diagnosis and an individual treatment plan for care in the most appropriate and least restrictive environment.

The *Plan* must receive a copy of any court order and evaluation. The *Plan Administrator* may make a motion to modify a court ordered plan and may request a new behavioral care evaluation.

### **Emergency Services that Lead to an Inpatient Admission**

You should provide notice to the *Plan Administrator* of an *emergency hospital* admission. However, if *you* are incapacitated in a manner that prevents *you* from providing notice of the admission within 48 hours, or as soon as reasonably possible, or if *you* are a minor and *your* parent (or guardian) was not aware of *your* admission, then the 48 hour time period begins when *you* are no longer incapacitated, or when *your* parent (or guardian) is made aware of the admission. *You* are considered incapacitated only when: (1) *you* are physically or mentally unable to provide the required notice; and (2) *you* are unable to provide the notice through another person.

### **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 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the group health plan or health 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, group health plans or health issuers may not set the level of *benefits* or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a group health plan or health issuer may not, under federal law, require that a *physician* or other health care *provider* obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours).

### **Exclusions:**

- a. Please see the section entitled "Exclusion List."
- b. Travel, transportation, other than ambulance transportation, or living expenses.
- c. Non-emergency ambulance service from *hospital* to *hospital*, such as transfers and admissions to *hospitals* performed only for convenience.
- d. *Health care services* to treat conditions that are *cosmetic* in nature, including preoperative procedures and any medical or surgical complications arising therefrom.
- e. Orthoptics and surgery for refractive conditions correctable by contacts or glasses, i.e., lasik surgery
- f. *Health care services* for gender reassignment, except when *medically necessary*.
- g. Genetic testing and associated *health care services*, except as covered under this *SPD*.
- h. Hypnosis.
- i. Chelation therapy, except when *medically necessary* for the treatment of heavy metal poisoning.
- j. Routine foot care, unless required due to diabetes or peripheral vascular disease.
- k. Autopsies.
- l. *Bariatric surgery*, including preoperative procedures, initial procedures, surgical revisions and subsequent procedures.
- m. Services or items for personal convenience, such as television rental.
- n. Any weight loss programs and related *health care services*, except as otherwise covered as *preventive health care services*.
- o. Nutritional counseling, except as provided under the "Office Visits" and "Preventive Health Care Services" sections of this *SPD*.
- p. Marital counseling, relationship counseling, family counseling, or other similar counseling or training services except as covered under this *SPD*.
- q. Services to hold or confine a *covered person* under chemical influence when no *medically necessary* services are required, regardless of where the services are received (e.g. detoxification centers).
- r. Counseling, studies, *confinements*, *health care services* or other services ordered by a court or law enforcement officer that are not determined to be *medically necessary* by the *Plan Administrator*.
- s. Cardiac rehabilitation beyond Phase II.

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i> <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>M. Office Visits</b>		
<ul style="list-style-type: none"> <li>• <i>Sickness or injury</i> – Primary care, <i>specialist</i> and other practitioner (nurse, <i>physician</i>) office visits related to diagnosis, care or treatment of a medical condition, <i>sickness</i> or <i>injury</i>.</li> <li>• Telemedicine.</li> <li>• Allergy visits.</li> </ul>	<p style="text-align: center;"><b>Primary Care</b> 80% of <i>eligible charges</i> after the <i>deductible</i>.</p> <p style="text-align: center;"><b>Specialist:</b> 80% of <i>eligible charges</i> after the <i>deductible</i>.</p>	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Office visits for mental and substance use disorders</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Diagnostic imaging and enhanced radiology, including magnetic resonance imaging and computing tomography.</li> <li>• Laboratory tests and pathology.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Surgical Services.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• <i>Convenience Care Center</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	Not covered.
<ul style="list-style-type: none"> <li>• <i>Urgent Care Center</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Allergy injections with no office visit.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

<ul style="list-style-type: none"> <li>• <i>Medically necessary</i> genetic testing determined by the <i>Plan</i> to be <i>covered services</i>, as described below: <ul style="list-style-type: none"> <li>✓ You display clinical features, or are at direct risk of inheriting the mutation in question (presymptomatic); and</li> <li>✓ The result of the test will directly impact the current treatment being delivered to <i>you</i>; and</li> <li>✓ After history, physical examination and completion of conventional diagnostic studies, a definitive diagnosis remains uncertain and a valid specific test exists for the suspected condition.</li> </ul> </li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
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The *Plan* covers the professional medical and surgical services of licensed: *physicians*, physician assistants, advanced practice registered nurse and other health care *providers*.

1. Services are provided for the following:
  - a. Office visits relating to the diagnosis, care or treatment of a condition, *sickness* or *injury* or certain routine services.
  - b. Treatment of diagnosed Lyme disease.
  - c. Contact lenses and their related fittings are not eligible for coverage unless they are prescribed as *medically necessary* for the treatment of keratoconus. If prescribed for keratoconus, *your* first set of contact lenses and their fitting are *eligible charges* under the DME *benefit*. *You* must pay for lens replacement.
  - d. Diagnostic imaging (such as X-rays, CT/PET scans, MRIs), laboratory tests, and pathology.
2. Outpatient professional services for evaluation, diagnosis, crisis intervention, therapy, including *medically necessary* group therapy, psychiatric services, treatment of a minor (including family therapy but only for treatment of a minor), and treatment of mental and nervous disorders.
3. Diagnosis and treatment of substance use disorders, including evaluation, diagnosis, therapy and psychiatric services.
4. Allergy testing and injections.
5. Surgical services performed in the office.
6. Surgical and non-surgical treatment of temporomandibular disorder (TMD) and craniomandibular disorder (CMD) that is *medically necessary*.
7. Diabetic outpatient self-management training and education, including medical nutrition therapy received from a *provider* working in a program consistent with the national standards of diabetes self-management education as established by the American Diabetes Association.
8. An *emergency* examination of a child ordered by judicial authorities.
9. Court-ordered services. The *Plan* covers mental health evaluations and treatment ordered by a Minnesota court under a valid court order when the services ordered are covered under this *SPD* and:
  - a. The court-ordered behavioral care evaluation is performed by a *participating provider* and the *provider* is a licensed psychiatrist, or doctoral level licensed psychologist.
  - b. The treatment is provided by a *participating provider* or another *provider* as required by rule or law and is based on a behavioral care evaluation that meets the criteria of paragraph a. above and includes a diagnosis and an individual treatment plan for care in the most appropriate and least restrictive environment.

The *Plan* must receive a copy of any court order and evaluation. The *Plan Administrator* may make a motion to modify a court ordered plan and may request a new behavioral care evaluation.

10. Telemedicine services.

11. Treatment of Cleft Lip and Cleft Palate. We cover treatment of cleft lip and cleft palate for a *covered dependent* child if treatment is scheduled or started prior to the *covered dependent* child reaching age 19. Treatment includes orthodontic treatment, oral surgery and dental services directly related to the cleft. If a *covered dependent child* is also covered under a dental plan which covers orthodontic services, that dental plan shall be considered primary for the necessary orthodontic services. Oral appliances are subject to the same conditions and limitations as durable medical equipment.
12. Nutritional counseling that is (1) for treatment of a *sickness or injury*; and (2) provided by a *health care practitioner*, dietitian or nutritionist licensed in the state where the counseling is provided to *you*. Nutritional counseling billed as educational services will not be covered, except as noted in the “*Preventive Health Care Services*” section of this *SPD*.

The *Plan* also covers *preventive health care services*. These services will be covered as shown in the *Preventive Health Care Services*, and/or the Preventive Contraceptive Methods and Counseling for Women sections of this *SPD* and not this section of the *SPD*.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. Health education, except when:
  1. Provided during an office visit for non-*preventive health care services*; or
  2. It is counseling that is treated as a *preventive health care service*.
- c. Any weight loss programs and related *health care services* that are not received from *participating providers*, or otherwise covered as *preventive health care services*.
- d. Nutritional counseling, except as provided under the “Office Visits” and “*Preventive Health Care Services*” sections of this *SPD*.
- e. Marital counseling, relationship counseling, family counseling, or other similar counseling or training services except as covered under this *SPD*.
- f. Professional sign language and foreign language interpreter services in a *provider’s* office.
- g. Exams, other evaluations and/or services for employment, insurance, licensure, judicial or administrative proceedings or research, except as otherwise covered under this section or treated as a *preventive health care service*.
- h. Charges for duplicating and obtaining medical records from *non-participating providers* unless requested by the *Plan Administrator*.
- i. Genetic testing and associated *health care services*, except as covered under this *SPD*.
- j. Hypnosis.
- k. Chelation therapy, except when *medically necessary* for the treatment of heavy metal poisoning.
- l. Routine foot care, unless required due to diabetes or peripheral vascular disease.
- m. Vision therapy/orthoptics.
- n. Counseling, studies, *health care services* or *confinements* ordered by a court or law enforcement officer that are not determined to be *medically necessary* by the *Plan Administrator*.
- o. *Health care services* which are court-ordered, ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this *Plan*. This *Plan* does not cover the cost of classes ordered after a driving while intoxicated conviction or other classes ordered by the court.



<b>Benefits</b>	<b>Designated Transplant Network Provider Plan Payment</b>	<b>Non-Designated Transplant Network Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>N. Organ and Bone Marrow Transplant Services</b>	<b>Office Visits:</b> See the “Office Visits” section of this <i>SPD</i> .  <b>Hospital Services:</b> See the “Hospital Services” section of this <i>SPD</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
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The *Plan* covers eligible *transplant services* that we determine to be *medically necessary* and not *investigative* but only when the *transplant services* are received at a *designated transplant network provider*. Prior Authorization is recommended in advance of receiving *transplant services*.

Coverage for organ transplants, bone marrow transplants, and bone marrow rescue services is subject to periodic review. We evaluate *transplant services* for therapeutic treatment and safety. This evaluation continues at least annually, or as new information becomes available, and it results in specific guidelines about *benefits* for *transplant services*. You may call Customer Service at the telephone number listed inside the cover of this *SPD* for information about these guidelines.

If the transplant meets the definition of an *eligible charge*, is *medically necessary*, and is not *investigative*, *benefits* are available for the following eligible transplants:

1. Bone marrow transplants and peripheral stem cell transplants.
2. Heart transplants.
3. Heart/lung transplants.
4. Lung transplants.
5. Kidney transplants.
6. Kidney/pancreas transplants.
7. Liver transplants.
8. Pancreas transplants.
9. Small bowel transplants.
10. Cornea transplants.
11. Artificial or mechanical devices, if approved as a bridge to a transplant or destination therapy.

The *Plan* will cover approved *transplant services*, including but not limited to *organ and tissue acquisition* and transplantation, including any post-transplant complications, if *you* are the recipient; and related medical care, including any post-harvesting complication, if *you* are a donor. Transplant coverage includes a private room and all related post-surgical treatment and drugs. The transplant-related treatment provided shall be subject to and in accordance with the provisions, limitations and other terms of this *SPD*.

Payment for covered transplant service of the transplant donor will be limited to \$10,000 when *non-designated transplant network providers* provide *transplant services*.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. *Transplant services* received from a *provider* that is not a *designated transplant network provider*.

- c. *Health care services* related to organ, tissue and bone marrow transplants and stem cell support procedures or peripheral stem cell support procedures that are *investigative* for *your* diagnosis or condition.
- d. *Health care services*, chemotherapy, supplies, drugs and aftercare for or related to human organ transplants not specifically approved as *medically necessary*.
- e. *Health care services*, chemotherapy, radiation therapy or any therapy that damages the bone marrow, except in cases involving a bone marrow or stem cell transplant.
- f. Non-emergency ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.
- g. Treatment of medical complications to a donor after procurement of a transplanted organ.
- h. Computer search for donors.
- i. Private collection and storage of blood and umbilical cord/umbilical cord blood, unless related to scheduled future *covered services*.
- j. Travel expenses related to a covered transplant.
- k. *Health care services* for or in connection with fetal tissue transplantation, except for non-*investigative* stem cell transplants.
- l. Organ or tissue transplants or surgical implantation of mechanical devices functioning as a human organ, excluding surgical implantation of US Food and Drug Administration (FDA) approved ventricular assist devices and transplants of artificial or mechanical devices as a bridge to a transplant or destination therapy.

<b>Benefits</b>	<b>Non-Participating Provider Benefit</b> for <i>non-participating providers</i> located in Wisconsin and within reasonable proximity to the school in which the student is enrolled.
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<b>O. Outpatient Behavioral Health Services for Full-Time Students</b>	
<p>Clinical assessment of a mental or nervous disorder or substance use disorder of a <i>covered dependent</i> child who is attending school outside of the <i>geographic service area</i>, but within Wisconsin.</p> <p>Up to 5 outpatient visits for mental or nervous disorders or substance use disorders if outpatient <i>health care services</i> are recommended based on the clinical assessment of such child.</p> <p>Prior approval from the <i>TPA</i> is required for continuing care after the first five visits.</p>	<p style="text-align: center;"><b><u>Outpatient Hospital Visits:</u></b> 80% of <i>eligible charges</i> after the <i>participating provider deductible</i>.</p> <p style="text-align: center;"><b><u>Office Visits:</u></b> 80% of <i>eligible charges</i> after the <i>participating provider deductible</i>.</p>

**NOTE:** For coverage of behavioral health services from *participating providers* or for *covered persons* who are not full-time students, please refer to the sections entitled “*Hospital Services*” and “*Office Visits*”.

A limited benefit for outpatient *health care services* received from *non-participating providers* is available for a *covered dependent* child who is attending school outside of the *geographic service area*, but within Wisconsin.

Prior to receiving *health care services* under this section, such student must undergo a clinical assessment. If outpatient *health care services* are recommended in the clinical assessment, no more than five visits to a *non-participating provider* outpatient treatment facility or other *non-participating provider* will be payable.

Upon completion of the five visits, continuing care by the *non-participating provider* must be approved by us.

All *non-participating provider* outpatient treatment facilities or other *non-participating providers* must be located in Wisconsin and within reasonable proximity to the school in which the student is enrolled.

For purpose of this section, school means a vocational, technical, or adult education school; a center or institution in the University of Wisconsin system; and any institution of higher education that grants a bachelor’s or higher degree.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>
		<b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .

<b>P. Physical Therapy, Occupational Therapy and Speech Therapy</b>		
<ul style="list-style-type: none"> <li>Physical Therapy for <i>rehabilitative care</i> and for <i>habilitative therapy</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Occupational Therapy for <i>rehabilitative care</i> and for <i>habilitative therapy</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Speech Therapy for <i>rehabilitative care</i> and for <i>habilitative therapy</i>.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

The Plan covers office visits and outpatient physical therapy (PT), occupational therapy (OT) and speech therapy (ST) for *rehabilitative care* rendered to treat a medical condition, *sickness* or *injury*, and the *rehabilitative care* is expected to demonstrate measurable and sustainable improvement within 2 weeks to 3 months, depending on the physical and mental capacities of the individual. The Plan also covers office visits and outpatient PT, OT and ST *habilitative therapy* for medically diagnosed conditions. PT, OT and ST must be provided by or under the direct supervision of a licensed physical therapist, occupational therapist or speech therapist for appropriate services within their scope of practice. OT and ST must be ordered by a *physician*, *physician's* assistant or certified nurse practitioner.

**NOTE:** *Benefits* for *health care services* administered or received in an inpatient setting are described in the “Hospital Services” section of this SPD. *Benefits* for *skilled care* administered or received in a *skilled nursing facility* are described in the “Skilled Nursing Facility Care” section of this SPD.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. *Custodial care* or *maintenance care*.
- c. Therapy provided in *your* home for convenience.
- d. Therapy for conditions that are self-correcting.
- e. Voice training and voice therapy absent a medical condition.
- f. *Investigative* therapies.
- g. Group therapy for physical therapy, occupational therapy and speech therapy.
- h. *Investigative* therapies for the treatment of autism, such as secretin infusion therapies.
- i. *Health care services* for homeopathy and immunoaugmentive therapy.

<i>Benefits</i>	<b>Drugs obtained at a pharmacy that is a <i>participating provider</i>, <i>Plan Payment</i></b>	<b>Drugs obtained at a pharmacy that is <u>not</u> a <i>participating provider</i></b>
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<b>Q. Prescription Drug Services</b>	<p><b>Note:</b> Benefits for <i>specialty drugs</i> are as described in this section regardless of the place of service where the <i>specialty drug</i> is dispensed or administered.</p> <p>Please see the <i>Preventive Health Care Services</i> section for coverage of <i>prescription drugs</i>, including certain insulin and other glucose lowering agents, on our Preventive Drug List.</p>	
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<ul style="list-style-type: none"> <li>• <i>Prescription drugs</i> and supplies that can be self-administered, dispensed by a <i>participating provider</i> pharmacy for up to a 90-calendar day supply per prescription or refill.</li> <li>• <i>Prescription drugs</i> for the treatment of sexual dysfunction, up to 8 doses per 30 calendar day period</li> </ul> <p><b>Note:</b> These drugs may also be authorized for other indications according to their approved FDA dosing, including once daily use.</p>	<p><b>Tier 1:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$10 per prescription or refill.</p> <p><b>Tier 2:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$30 per prescription or refill.</p> <p><b>Tier 3:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$50 per prescription or refill.</p>	Not covered.
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<ul style="list-style-type: none"> <li>• Mail order <i>prescription drugs</i> and supplies that can be self-administered, dispensed by a <i>participating provider</i> pharmacy for up to a 90-calendar day supply per prescription or refill.</li> </ul>	<p><b>Tier 1:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$10 per prescription or refill.</p> <p><b>Tier 2:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$30 per prescription or refill.</p> <p><b>Tier 3:</b> <i>Deductible</i> applies. Thereafter: 100% of <i>eligible charges</i> after a <i>copayment</i> of \$50 per prescription or refill.</p>	Not covered.
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<ul style="list-style-type: none"> <li>Diabetic Supplies dispensed by a <i>participating provider</i> pharmacy for up to a 90-calendar day supply per prescription or refill. Coverage includes over-the-counter diabetic supplies, glucose monitors, syringes, blood and urine test strips, and other diabetic supplies as <i>medically necessary</i>.</li> </ul>	<p>80% of <i>eligible charges</i> after the <i>deductible</i>.</p>	<p>Not covered.</p>
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<b><i>Specialty Drugs</i></b>		
<b><i>Benefits</i></b>	<p><b><i>Specialty Drugs</i> obtained at our designated specialty pharmacy, the <i>Plan</i> pays:</b></p> <p>For more information, contact Customer Service.</p> <p><b>NOTE:</b> Certain <i>specialty drugs</i> may only be available by limited distribution through the manufacturer’s select specialty pharmacy and may not be available through our designated specialty pharmacy. Benefits for such limited distribution <i>specialty drugs</i> will be paid the same as if they were obtained from our designated specialty pharmacy.</p>	<p><b><i>Specialty Drugs</i> obtained at any pharmacy other than a designated specialty pharmacy:</b></p>

<ul style="list-style-type: none"> <li><i>Specialty drugs</i> up to a 30–calendar day supply per prescription or refill that: <ul style="list-style-type: none"> <li>✓ may be oral or injectable; and</li> <li>✓ Must be purchased through a specialty pharmacy.</li> </ul> <p>A list of these <i>specialty drugs</i> may be obtained on the designated website or by calling Customer Service.</p> <p>The list of <i>specialty drugs</i> may be revised from time-to-time without notice.</p> </li> <li>Includes oral chemotherapy drugs.</li> </ul>	<p><i>Deductible</i> applies. Thereafter, 75% of <i>eligible charges</i> up to a maximum <i>covered person copayment</i> of \$200 per prescription or refill.</p>	<p>Not covered.</p>
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**Preventive Contraceptives.** This section does not cover or provide *benefits* for oral, injectable, insertable, *prescription drugs* and devices that are *preventive health care services* described in the “Preventive Contraceptive Methods and Counseling for Women” section of this *SPD*.

**Formulary.** *Plan Administrator* uses a *drug formulary* to determine which *benefit* level applies to a specific *prescription drug*. The *formulary* is subject to periodic review and modification. A current list of drugs on our *formulary* may be obtained by accessing our website at <https://www.aspirushealthplan.com> or by calling Customer Service.

**Step Therapy.** For certain medical conditions, there is a need to manage the use of specific drugs before alternative (second line) drugs are prescribed for the same medical condition. This is known as step therapy. *Covered persons* in a step therapy program will need to meet the requirements of that program prior to receiving the second line drug. *You* may learn more

about the program requirements by calling Customer Service. Step therapy can apply to *formulary* or *non-formulary* drugs and brand or generic drugs. The Step Therapy List is subject to periodic review and modification by the *Plan Administrator*.

**Quantity Limits.** Some dispensed *prescription drugs* require the use of quantity limits, which ensure that the quantity of each prescription remains consistent with clinical guidelines. Quantity limits can apply to *formulary* or *non-formulary* drugs and brand or generic drugs. A list of those *prescription drugs* with quantity limits is available upon request. The quantity limits list is subject to periodic review and modification by the *Plan Administrator*.

**Brand Name Drugs for which Generic Available.** If *you* request a brand name drug when a generic drug alternative is available, *you* must pay the applicable *copayment*, *deductible* and *coinsurance* for the brand name drug plus the difference in cost between the brand name and the generic drug.

**Eye Drop Refills.** Refills of prescribed eye drops are covered if the refill is requested by the *covered person* covered under this *SPD* and the prescribing *provider* indicates that refills are required. Coverage for such eye drop refill will only be provided if *you* make a refill request when 75 percent or more of the days have elapsed from the later of the original date the prescription was dispensed or the date of the most recent refill.

**Biosimilar Drugs.** If all of the following apply:

1. *You* or *your provider* request a *specialty drug* that is a biological product licensed by the FDA under section 351(a) of the Public Health Service Act (PHS Act), and
2. The FDA has determined another biological product to be biosimilar to the *specialty drug* that has been requested by *your provider*, and
3. The *Plan Administrator* has included such biosimilar product on its list of approved biosimilar drugs in relation to the *specialty drug* that has been requested by *your provider*,

then *you* or *your provider* may request an exception for the *specialty drug* that is being requested by *your provider*.

**Biosimilar Drug Exceptions:** The *Plan* must make a determination on a standard exception request and notify *you* and the prescribing *physician* of the *Plan's* coverage determination no later than 72 hours following receipt of the request. Upon request, the *Plan* will perform an expedited review of the exception request if *you* are suffering from a health condition that may seriously jeopardize *your* life, health, or ability to regain maximum function, or when *you* are undergoing a current course of treatment using the *specialty drug* that is requested by *your provider* and which has a biosimilar drug on the *Plan's* list of approved biosimilar drugs in relation to the *specialty drug* that has been requested by *your provider*. If the *Plan* determines *you* qualify for an expedited review of the exception request based on these criteria, the *Plan* must make a determination on the expedited exception request and notify *you* and the prescribing *physician* of the coverage determination no later than 24 hours following receipt of the request. The *Plan* will determine if an exception applies and, if so, the *specialty drugs* that are approved as an exception will be covered at the *specialty drugs* benefit.

An exception is valid for the duration of the prescription while covered under this *SPD*, including refills, except that if *you* obtained an exception based on an expedited review the exception will be valid for the duration of the circumstances that are the basis for the expedited review. *Your physician* may request the exception for subsequent prescriptions, following the procedure described above. Contact Customer Service for a copy of the written guidelines and procedures, or for assistance in requesting an exception.

**Formulary Exceptions:** *You* or *your provider* may request an exception to the drug *formulary*. The *Plan* must make a determination on a standard exception request and notify *you* and the prescribing *physician* of our coverage determination no later than 72 hours following receipt of the request. Upon request, the *Plan* will perform an expedited review of the exception request if *you* are suffering from a health condition that may seriously jeopardize *your* life, health, or ability to regain maximum function, or when *you* are undergoing a current course of treatment using a *non-formulary* drug. If the *Plan* determines that *you* qualify for an expedited review of the exception request based on these criteria, the *Plan* must make a determination on the expedited exception request and notify *you* and the prescribing *physician* of our coverage determination no later than 24 hours following receipt of the request. The *Plan* will determine if an exception applies and, if so, the *non-formulary* drugs that are approved as an exception will be covered at the same level as the *formulary* drugs.

An exception is valid for the duration of the prescription while covered under this *Plan*, including refills, except that if *you* obtained an exception based on an expedited review the exception will be valid for the duration of the circumstances that are the basis for the expedited review. *Your physician* may request the exception for subsequent prescriptions, following the procedure described above. The exception does not apply if we removed the drug from the *formulary* for safety reasons. Contact Customer Service for a copy of the written guidelines and procedures, or for assistance in requesting an exception.

**Compounded Drugs.** *Compounded drugs* will be covered provided that at least one active ingredient is a *prescription drug*. Payment for a *compounded drug* that has a commercially prepared product available that is identical to or similar to the

*compounded drug* will be considered for coverage after documented failure of the commercially prepared product(s), unless a *formulary* exception is obtained. A commercially prepared product is one that is available at the pharmacy in its final, usable form and does not need to be compounded at the pharmacy. Tier 3 *formulary benefits* apply. *Compounded drugs* containing any product that is excluded by the *Plan* will not be covered, including dosages and route of administration that have not been approved by the FDA.

**Prescription Drugs covered as Preventive Health Care Services.** The *Plan* covers certain *prescription drugs* which are required to be covered without cost-sharing as *preventive health care services* under the *Affordable Care Act*. Our *formulary* identifies these *prescription drugs* as being included in the “\$0 Cost Share” tier and may be obtained by accessing our website at [www.aspirushealthplan.com](http://www.aspirushealthplan.com) or by calling Customer Service. More information regarding *benefits* for *prescription drugs* that are *preventive health care services* can be found under the “Preventive Contraceptive Methods and Counseling for Women” and “Preventive Health Care Services” sections of this *SPD*.

**Off-label use of drugs.** Off-label use of drugs, provided they are not *investigative*, are covered when:

1. A drug is recognized as appropriate for cancer treatment in a *standard reference compendia* such as the National Comprehensive Cancer Network Drugs and Biologics Compendium or one article in the *medical literature*; or
2. A drug is deemed appropriate for its proposed use by any authoritative compendia identified by the Medicare program, and/or in an article from a major peer reviewed medical journal, provided that such article uses generally acceptable scientific standards other than case-reports.

**Access guidance services program:** The *Plan* works with the access guidance services program to obtain copay assistance on *your* behalf. This program applies to certain *prescription drugs* that have manufacturer-funded copay assistance programs available.

Under the access guidance services program, if the *prescription drug* has copay assistance available, the amount *you* pay for select medications may be set to the maximum of the current benefit design, \$0, or the amount determined by the manufacturer-funded copay assistance programs. To take advantage of this pricing, *you* will be required to remain enrolled in the access guidance services program for obtaining manufacturer assistance, including copay assistance. Amounts paid by manufacturers on *your* behalf (along with other payments from manufacturers, such as manufacturer coupons) will not count toward *your deductible* or *out-of-pocket limit*. Instead, only those payments made directly by *you* will count toward *your deductible* or *out-of-pocket limit*. Once manufacturer-funded copay assistance is exhausted, the amount *you* pay will be no more than *your prescription drug* benefit as shown above in this “Prescription Drug Services” section of the *SPD*. *Your* benefit will default to the amount shown in this “Prescription Drug Services” section if a drug does not qualify or is removed from the program.

**Prior Authorization.** Prior authorization is required for certain *prescription drugs* before *you* fill *your* prescription filled at a pharmacy. The list of *prescription drugs* which require prior authorization may be found at [www.aspirushealthplan.com/insurance/priorauthorization](http://www.aspirushealthplan.com/insurance/priorauthorization).

#### **Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. *Prescription drugs* obtained from a pharmacy that is a *non-participating provider*.
- c. Replacement of a *prescription drug* due to loss, damage, or theft.
- d. Drugs available over-the-counter (OTC), except prescribed OTC drugs that are required to be covered as *preventive health care services* under the *Affordable Care Act* as covered under the “Preventive Contraceptive Methods and Counseling for Women” or “Preventive Health Care Services” sections of this *SPD*.
- e. *Prescription drugs* that are equivalent to or similar to OTC drugs, except as provided in the drug *formulary*.
- f. OTC home testing products, except as otherwise covered under state or federal law.
- g. Drugs not approved by the FDA, and drugs not approved by the FDA for a particular use, except off-label drugs used for the treatment of cancer or when the *Plan Administrator*, at its sole discretion, determines to include the drug on its *formulary* or approves coverage of the drug for the particular use.
- h. Take home drugs when dispensed by a *physician*, physician assistant or advanced practice registered nurse.
- i. Weight loss drugs.
- j. Prescriptions written by a *dentist* unless in connection with dental procedures covered under this *SPD*.
- k. Drugs used for *cosmetic* purposes.
- l. Unit dose packaging.
- m. *Prescription drugs* for which the primary purpose is to preserve fertility.
- n. Non-FDA approved route of administration (e.g. drug that is FDA approved for oral use, but is being applied topically).
- o. *Prescription drugs* given or administered as part of a drug manufacturer’s study.
- p. *Prescription drugs* if purchased by mail order through a program not administered by the *Plan*’s pharmacy vendor.



- q. Off-label use of drugs determined to be *investigative*.
- r. Certain *combination drugs* and other drugs if they are listed as not covered on the *formulary*.
- s. *Compounded drugs* being used for bio-identical hormone replacement therapy, except as covered under this *SPD*.
- t. Oral, injectable and insertable contraceptives and contraceptive devices, except when covered for a medical condition, or as a *preventive health care service* in the “Preventive Contraceptive Methods and Counseling for Women” section of this *SPD*.
- u. Prescribed or non-prescribed vitamins or minerals including OTC, unless covered as *preventive health care services*.
- v. All medicinal foods, enteral feedings, supplemental feedings, nutritional and electrolyte supplements, and infant formula.
- w. *Specialty drugs* obtained at any pharmacy other than our designated specialty pharmacy, except limited distribution *specialty drugs* only available through the manufacturer’s select specialty pharmacy and not available through our designated specialty pharmacy.
- x. *Non-formulary* drugs, unless an exception is obtained from the *Plan Administrator*.
- y. Any portion of a charge for a *prescription drug* which *you* are not required to pay or for which *you* receive reimbursement due to use of a manufacturer’s coupon, rebate or other program that alters the amount *you* are legally obligated to pay, and/or waives any *copayment*, *coinsurance* or *deductible* that *you* are required to pay under this *SPD*, except as required under state or federal law.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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**R. Preventive Contraceptive Methods and Counseling for Women**

The *Plan* covers preventive contraceptive methods and counseling services received during the *calendar year* by female *covered persons* as described in the *Preventive Health Care Services Schedule* (“Schedule”) and according to the frequency and time frames stated in the Schedule.

The Schedule, which includes the preventive contraceptive methods and counseling services for women provided by the *Affordable Care Act*, is available on our website at [www.aspirushealthplan.com](http://www.aspirushealthplan.com) or by calling Customer Service.

This coverage includes the full range of Food and Drug Administration approved contraceptive methods for women with reproductive capacity, including women’s contraceptive drugs, devices, and delivery methods obtained from a retail pharmacy, a mail order pharmacy, or received at a *provider’s* office.

**Women’s prescription contraceptives received at a retail pharmacy or mail order pharmacy:**

<ul style="list-style-type: none"> <li>• Generic oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law; and</li> <li>• Brand name oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which <u>no</u> generic alternative exists.</li> </ul>	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>Not covered.</p>
<ul style="list-style-type: none"> <li>• Brand name oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which a generic alternative exists.</li> </ul>	<p>100% of the amount that would have been payable for the generic alternative. <i>Deductible</i> does not apply.</p> <p>If <i>you</i> request a brand name contraceptive when a generic alternative exists, <i>you</i> must pay the difference in cost between the brand name and the generic drug</p>	<p>Not covered.</p>

<b>Women’s prescription contraceptives, sterilization procedures, and covered person education received at a provider’s office:</b>		
<ul style="list-style-type: none"> <li>• Generic injectable, implantable, and insertable contraceptives that require a prescription under applicable law; and</li> <li>• Brand name injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which <u>no</u> generic alternative exists.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Brand name injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which a generic alternative exists.</li> </ul>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• Sterilization procedures, excluding the reversal of sterilization procedures.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>• <i>Covered person</i> education and counseling about contraceptive methods.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .

Your provider may request an exception for coverage with no cost sharing for a brand name drug for which a generic drug is available. Your provider or you may contact Customer Service for a copy of the written guidelines and procedures or for assistance in requesting an exception.

If the exception is approved, the Plan will pay 100% of the *eligible charges* for the brand name preventive contraceptive drug when you obtain it from a participating provider, and the *deductible* will not apply.

An exception is valid for the duration of the prescription while you are covered under this SPD, including refills. Your provider may request an exception for subsequent prescriptions following the procedure described in the Prescription Drug Services section. The exception does not apply if we remove the drug from the *formulary* for safety reasons. A previously granted exception ends when we remove the drug from the *formulary* for safety reasons.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. Contraceptives and related *health care services* received from *non-participating providers*.
- c. Sterilization procedures performed by *non-participating providers*.
- d. Abortions are not covered under this section of this SPD.
- e. Non-prescribed over-the-counter contraceptives, including condoms, spermicides, and emergency contraceptives.
- f. Hysterectomies are not covered under this section of this SPD.
- g. Anesthesia and facility services related to sterilization procedures that are performed during other surgical procedures including, but not limited to, Cesarean section birth, gall bladder removal, and abdominal hernia repair, are not covered under this section of this SPD.
- h. Reversal of sterilization procedures.
- i. *Non-preventive health care services* are not covered under this section of this SPD.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>S. Preventive Health Care Services</b>		
<p>The <i>Plan</i> covers <i>preventive health care services</i> required under the <i>Affordable Care Act</i> that you receive during the <i>calendar year</i>. The services required by the <i>Affordable Care Act</i> and their frequency and time frames are stated in the <i>Preventive Health Care Services Schedule</i> (“Schedule”). The Schedule may be amended from time-to-time, on a prospective basis, and is available on our website at <a href="http://www.aspirushealthplan.com">www.aspirushealthplan.com</a> or by contacting Customer Service. This <i>SPD</i> also covers certain <i>preventive health care services</i> that are required by state law. They are addressed at the end of this section.</p>		
<p>The Schedule includes certain routine services such as:</p> <ul style="list-style-type: none"> <li>• Routine physical examinations when ordered by a <i>physician</i>.</li> <li>• Routine laboratory tests, pathology and radiology.</li> <li>• Counseling for certain conditions and lactation counseling.</li> <li>• Purchase/rental of breast pumps.</li> <li>• Certain prescribed preventive medications required under the <i>Affordable Care Act</i>.</li> <li>• Pap tests.</li> <li>• Routine screenings for certain other conditions (such as abdominal aortic aneurysm, diabetes, HIV and osteoporosis).</li> <li>• Child health supervision services as required under the <i>Affordable Care Act</i>. Coverage includes pediatric <i>preventive health care services</i>, developmental assessments, and laboratory services appropriate to the age of the child.</li> </ul>	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>60% of <i>eligible charges</i> after the <i>deductible</i>.</p>
<ul style="list-style-type: none"> <li>• Routine immunizations.</li> </ul>	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>60% of <i>eligible charges</i> after the <i>deductible</i>.</p>

<ul style="list-style-type: none"> <li>Colorectal screening tests, including colonoscopy and associated <i>medically necessary health care services</i>, covered at this preventive <i>benefit</i> once every five years, regardless if billed with a diagnosis or as a <i>preventive health care service</i>.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Mammograms, including digital breast tomosynthesis, covered at this preventive <i>benefit</i> once every <i>calendar year</i>, regardless if billed with a diagnosis or as a <i>preventive health care service</i>.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Two tobacco cessation counseling program attempts per <i>covered person per calendar year</i>, limited to four counseling sessions per attempt.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Tobacco cessation <i>prescription drugs</i> and prescribed over-the-counter (OTC) medications when used in connection with or separate from a designated tobacco cessation counseling program, are limited to a total 90-calendar day supply per <i>covered person per attempt</i> for up to two attempts per <i>covered person per calendar year</i>.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Not covered.
<ul style="list-style-type: none"> <li>Routine screening tests and counseling for pregnant women and associated visits.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<b><i>Preventive Health Care Services that are in Addition to Those Required by the Affordable Care Act</i></b>		
<ul style="list-style-type: none"> <li>Screening Labs: Covered at 100% once per <i>calendar year</i>, regardless if billed with a diagnosis or as a <i>preventive health care service</i>, including: basic metabolic panel, comprehensive metabolic panel, general health panel, lipoprotein, lipid panel, glucose (blood sugar), complete blood count (CBC), hemoglobin, thyroid stimulating hormone (TSH), prostate specific antigen (PSA), and urinalysis.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Blood lead tests</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .

<ul style="list-style-type: none"> <li>Routine eye examination, with or without refractions.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Routine hearing examinations.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Routine prenatal care services (as defined below).</li> </ul>	See the “ <i>Hospital Services</i> ” and “ <i>Office Visits</i> ” sections of this <i>SPD</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>One routine postnatal care exam that includes a health exam, assessment, education and counseling provided during the period immediately after childbirth.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Child health supervision services (as defined below).</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .
<ul style="list-style-type: none"> <li>Insulin on our Preventive Drug list for up to a 90-calendar day supply for one type of insulin per prescription or refill.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Not covered.
<ul style="list-style-type: none"> <li>Other preventive drugs on our Preventive Drug list for up to a 90 calendar day supply.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Not covered.
<ul style="list-style-type: none"> <li>Advance care planning office consultations limited to one initial consultation and two follow up consultations.</li> </ul>	100% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	60% of <i>eligible charges</i> after the <i>deductible</i> .

Prenatal care services means the comprehensive package of medical and psychosocial support provided throughout the pregnancy, including risk assessment, serial surveillance, prenatal education and use of routine specialized skills and technology as defined by Standards for Obstetric-Gynecologic Services issued by the American College of Obstetricians and Gynecologists.

Child health supervision services includes pediatric preventive services, developmental assessments, and laboratory services appropriate to the age of a child from birth to age six, and appropriate immunizations up to age 18. Coverage includes at least five child health supervision visits from birth to 12 months, three child health supervision visits from 12 months to 24 months, and once a year from 24 months to 72 months. Please refer to the *Affordable Care Act Preventive Health Care Services* schedule to determine if additional coverage is available.

Female *covered persons* may obtain annual preventive health examinations and prenatal care from obstetricians and gynecologists in the *participating provider* network, without a referral from another *physician*, physician assistant or advanced practice registered nurse or prior approval from the *Plan Administrator*.

**Notes:**

- Non-*preventive health care services* are not covered under this section of the *SPD*.
- Non-routine *health care services*, including but not limited to non-routine prenatal services, are not covered under this section of the *SPD*.

**Exclusions:**

- Please see the section entitled “Exclusion List.”
- Any *health care services* performed during or in conjunction with an annual or periodic wellness exam that exceeds the services described in the *Preventive Health Care Services* section of this *SPD*.
- Electronic cigarettes, e-cigarettes, personal vaporizers, and similar forms of nicotine delivery systems.
- Tobacco cessation intervention programs and related *health care services*, except as otherwise covered under this *SPD*.
- Non-prescribed over-the-counter medications.
- Travel immunizations.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>T. Reconstructive Surgery</b>	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
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The *Plan* covers *medically necessary reconstructive surgery* that is incidental to or follows surgery resulting from *injury, sickness, accident* or other diseases of the involved part, or when such surgery is performed on a *covered dependent child* because of a congenital disease or anomaly which has resulted in a functional defect as determined by the attending *physician*.

*Eligible charges* include eligible *hospital, medical and surgical, laboratory, pathology, radiology and facility charges*. Contact Customer Service to determine if a specific procedure is covered.

The *Plan* also covers *reconstructive surgery following a mastectomy*. *Reconstructive surgery following a mastectomy* includes the following:

The *Plan* covers *medically necessary reconstructive surgery* due to *sickness, accident* or congenital anomaly. *Eligible charges* include eligible *hospital, physician, laboratory, pathology, radiology and facility charges*. Contact Customer Service to determine if a specific procedure is covered.

The *Plan* also covers *reconstructive surgery following a mastectomy*. *Reconstructive surgery following a mastectomy* includes the following:

1. all stages of reconstruction of the breast on which the mastectomy has been performed if the mastectomy was determined to be *medically necessary* by the attending *physician*;
2. surgery and reconstruction of the other breast to produce symmetrical appearance;
3. prostheses; and
4. treatment of physical complications at all stages of mastectomy, including lymphedemas.

Services and supplies will be determined in consultation with the attending *physician* and patient. Such coverage will be subject to *coinsurance* and other plan provisions.

**Exclusions:**

- a. Please see the section entitled “Exclusion List.”
- b. *Health care services* to treat conditions that are *cosmetic* in nature.

<b>Benefits</b>	<b>Participating Provider Plan Payment</b>	<b>Non-Participating Provider Plan Payment</b>  <b>Note:</b> For <i>non-participating providers</i> , in addition to any <i>deductible</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>non-participating provider reimbursement value</i> .
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<b>U. Skilled Nursing Facility Care</b>	Limited to the first 30 days per confinement in a <i>skilled nursing facility</i> .  <i>You</i> must be admitted to the <i>skilled nursing facility</i> within 24 hours after discharge from a <i>hospital</i> or surgical center or directly from emergency room care, urgent care facility or an <i>attending health care practitioner's</i> office and <i>you</i> must be admitted to the <i>skilled nursing facility</i> for continued treatment of the same <i>sickness</i> or <i>injury</i> .	
Skilled rehabilitation, including room and board.	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .
Daily <i>skilled care</i> as an alternative to <i>hospital confinements</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .	60% of <i>eligible charges</i> after the <i>deductible</i> .

The *Plan* covers the eligible *skilled nursing facility* services for post-acute treatment and *rehabilitative care* for *sickness* or *injury*. Prior authorization is recommended for all *skilled nursing facility* stays.

*Skilled nursing facility* services include room and board, daily skilled nursing and related ancillary services. The *Plan Administrator* determines when care no longer meets criteria for coverage.

**Exclusions:**

- a. Please see the section entitled "Exclusion List."
- b. Respite or *custodial care*.
- c. *Skilled nursing facility* care if *health care services* can be provided at a lower level of care (e.g. *home care* or care in an outpatient setting).
- d. Care that is available to *you* at no cost to *you* or care provided under a government health care program (other than a program provided under Wis. Stat. Chapter 49).



## VII. Exclusion List

**In addition to any other exclusions or limitations specified in this SPD, and with the exception of autism services which has a limited list of exclusions, the Plan will not cover charges incurred for any of the following:**

1. *Health care services* that the *Plan Administrator* determines are not *medically necessary*.
2. *Health care services* that the *Plan Administrator* determines are *investigative*, and associated expenses.
3. Charges for *health care services* determined by the *Plan Administrator* to be duplicate services.
4. Personal comfort or convenience items.
5. Procedures that are *cosmetic*, or for convenience or comfort reasons, including preoperative procedures and any medical or surgical complications arising therefrom.
6. The following procedures and any related *health care services*: injection of filling material (collagen) other than for incontinence; salabrasion; rhytidectomy (face lift); dermabrasion; chemical peel; suction-assisted lipectomy (liposuction); hair removal; mastopexy; augmentation mammoplasty (except for reconstruction associated with a covered mastectomy); correction of inverted nipples; sclerotherapy or other treatment for varicose veins less than 3.5 millimeters in size (e.g. telangiectasias, spider veins, reticular veins); excision or elimination of hanging skin on any part of the body, including panniculectomy, abdominoplasty and brachioplasty); mastectomy for gynecomastia; botulinum toxin or similar products, unless *you* receive prior authorization; any modification to the body that does not affect its function; labiaplasty; treatment of sialorrhea (drooling or excessive salivation); or *health care services*, including surgical services for the treatment of excessive sweating (hyperhidrosis).
7. *Oral surgery*, except as covered under the “Dental Services” section of this *SPD*.
8. *Health care services* received before *your* coverage with the *Plan* begins or after *your* coverage under the *Plan* ends.
9. *Health care services* not directly related to *your* care.
10. *Health care services* a *provider* ordered or that are rendered by *providers* that are unlicensed or not certified by the appropriate state regulatory agency.
11. *Health care services* not rendered in the most cost-efficient setting or methodology appropriate for the condition based on medical standards and accepted practice parameters of the community, or provided at a frequency other than that accepted by the medical community as medically appropriate. *You* are encouraged to consult with *your provider* regarding the most cost-efficient setting or methodology appropriate for *your* *sickness* or *injury*.
12. Charges that exceed the *non-participating provider reimbursement value* for *health care services* received from *non-participating providers*, including *non-participating provider* pharmacies.
13. *Health care services* prohibited by law or regulation, or illegal under applicable laws.
14. Vision lenses, frames and eyeglasses.
15. Contact lenses and their related fittings, except when prescribed as *medically necessary* for the treatment of keratoconus.
16. Any *health care services* provided by a relative (i.e., a spouse, parent, brother, sister or child of the *covered person* or of the *covered person’s* spouse) or anyone who customarily lives in the *covered person’s* household.
17. *Health care services* provided by massage therapists, doulas and personal trainers.
18. *Health care services* provided by *providers* who have not completed professional level education and licensure as determined by the *Plan Administrator*.
19. Massage therapy, except when billed by a chiropractor, physical therapist or occupational therapist.
20. Preventive medical services and supplies not ordered by a *provider*, including, but not limited to, cholesterol testing, glucose testing and mammograms, unless specifically listed in the schedule of *Preventive Health Care Services* or provided by a *participating provider*.
21. Any charges or loss to which a contributing cause was the *covered person’s* commission of or attempt to commit a felony or to which a contributing cause was the *covered person* being engaged in an illegal occupation. This exclusion does not apply to any *sickness* or *injury* that is a result of an act of domestic violence or results from a medical condition such as alcoholism.
22. Financial or legal counseling services.

23. Travel, transportation or living expenses, except as provided under the “Ambulance Services” and “Organ and Bone Marrow Transplant Services” sections of this *SPD*.
24. Photodynamic therapy and laser therapy for the treatment of acne.
25. Homeopathic, holistic or naturopathic medicine, including dietary supplements.
26. Drugs and medical devices that are only approved for compassionate use by the United States Food & Drug Administration.
27. Costs associated with *clinical trials* that are not *routine patient costs*.
28. *Non-emergency health care services* performed directly in connection with the performance of *non-covered health care services*.
29. *Health care services* and certifications when required by third parties, including for purposes of insurance, legal proceedings, licensure and employment, and when such services are not preventive care or otherwise *medically necessary*, such as custody evaluations, vocational assessments, reports to the court, parenting assessments, risk assessments for sexual offenses, education classes for driving under the influence/driving while intoxicated, competency evaluations, and adoption studies.
30. *Health care services* provided in connection with any *sickness* or *injury* arising out of, or sustained in the course of any occupation, employment, or activity of compensation, profit or gain, for which an employer is required to carry workers’ compensation insurance. This exclusion applies regardless of whether *benefits* under workers’ compensation laws or any similar laws have been claimed, paid, waived or compromised.
31. *Health care services* furnished by the U.S. Veterans Administration, unless federal law designates the *SPD* as the primary payor and the U.S. Veterans Administration as the secondary payor.
32. *Health care services* furnished by any federal or state agency or a local political subdivision when *you* are not liable for the costs in absence of insurance, unless such coverage under the *SPD* is required by law.
33. Halfway houses (except *covered services* provided to *you* at a halfway house), extended care facilities or comparable facilities, foster care, adult foster care, and family childcare.
34. Professional services associated with substance use disorder intervention. A substance use disorder intervention is a gathering of family and/or friends to encourage *you* to seek substance use disorder treatment.
35. Sterilization reversals.
36. Nutritional and food supplements.
37. Health care professional services for maternity labor and delivery in the home.
38. Health club memberships.
39. Acupuncture.
40. Recreational, *educational*, or self-help therapy or items primarily *educational* in nature or for vocation, comfort, convenience or recreation. Recreation therapy is therapy provided solely for the purpose of recreation, including, but not limited to: a) physical therapy or occupational therapy to improve athletic ability, and b) braces or guards to prevent sports injuries.
41. Any weight loss programs and related services and/or drugs, except as otherwise covered as *preventive health care services*.
42. Private duty nursing, except as covered under this *SPD*.
43. Charges for *health care services*: (a) for which a charge would not have been made in the absence of health insurance; (b) for which *you* are not legally obligated to pay; and/or (c) from *providers* who waive any *copayment*, *coinsurance* or *deductible* that *you* are required to pay under this *SPD*, except as required under state or federal law.
44. *Health care services* related to surrogate pregnancy for a person who is not a *covered person* under this *SPD*.
45. *Health care services* for gender reassignment, except when *medically necessary*.
46. Photographs, except for the condition of multiple dysplastic syndrome.
47. Coverage for costs associated with the translation of medical records and *claims* to English.

48. Repair of pierced body part and surgical repair of bald spots or loss of hair.
49. Services for or related to adoption and childbirth classes.
50. Services or *confinements* ordered by a court or law enforcement officer that are not *medically necessary*. Services that are not considered *medically necessary* include, but are not limited to, the following: custody evaluations, parenting assessment and /or competency, education classes for Driving Under the Influence (DUI) / Driving While Intoxicated (DWI) offenses, competency evaluations, adoption home status, and domestic violence programs.
51. Nursing services to administer home infusion therapy when the patient or caregiver can be successfully trained to administer the therapy.
52. Services that do not involve direct patient contact such as delivery charges and recordkeeping.
53. Non-FDA approved use of medical marijuana, cannabis or tetrahydrocannabinol (THC).
54. Costs, charges, fees and other losses for non-*health care services*.
55. Services provided during a telemedicine visit for the sole purpose of: scheduling appointments; filling or renewing existing prescriptions; reporting normal medical test results; providing *educational* materials; updating patient information; requesting a referral; additional communication on the same day as an onsite medical office visit; or services that would similarly not be charged for in an onsite medical office visit; or telephone conversations, e-mails, or facsimile transmissions between licensed health care *providers*; or e-mails, or facsimile transmissions between a licensed health care *provider* and a patient.
56. *Biofeedback*, except for fecal/urinary incontinence.
57. Prolotherapy.
58. Platelet-rich plasma.
59. Coma stimulation/recovery programs.
60. Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain.
61. Salivary Hormone Testing.
62. *Health care services* associated with expenses for *infertility* or *fertility treatment*, including assisted reproductive technology, regardless of the reason for the treatment.
63. Direct attempts to achieve pregnancy or increase chances of achieving pregnancy by any means.
64. Evaluation of habitual abortions (three consecutive documented spontaneous abortions in the first or second trimesters) when not pregnant.
65. Any laparoscopic procedure during which an ovum is manipulated for the purpose of *fertility treatment* even if the laparoscopic procedure includes other purposes.
66. Reversal of voluntary sterilization.

**The following exclusions are repeated from the “Benefit Schedule” section”:**

**\*For ease of reference, some exclusions may contain headings for categories of *health care services*. Please note that, except when applying exclusions to autism services, exclusions listed under any category of *health care services* shall apply to all *health care services*, regardless of the heading under which they are listed.**

67. Ambulance Services:
  - a. See all exclusions.\*
  - b. Non-emergency ambulance service from *hospital* to *hospital* such as transfers and admission to *hospitals* performed only for convenience.
68. Autism Services:
  - a. Acupuncture.
  - b. Animal-based therapy including hippotherapy.
  - c. Auditory integration training.
  - d. Chelation therapy.

- e. Childcare fees.
  - f. Cranial sacral therapy.
  - g. Hyperbaric oxygen therapy.
  - h. *Custodial care* or *respite care*.
  - i. Special diets or supplements.
  - j. *Provider* travel expenses.
  - k. Therapy, treatment or services when provided to a *covered person* who is residing in a residential treatment center, inpatient treatment or day treatment facility.
  - l. Costs for the facility or location or for the use of a facility or location when *treatment*, therapy or services are provided outside of *your* home.
  - m. Claims that have been determined to be fraudulent by the *Plan*.
  - n. Treatment provided by parents or legal guardians who are otherwise qualified *providers*, supervising *providers*, therapists, professionals or paraprofessionals for treatment provided to their own children.
69. Chiropractic Services:
- a. See all exclusions.\*
  - b. Routine *maintenance care*.
  - c. Blood, urine or hair analysis.
  - d. Performance of ultrasound, MRI, EMG, waveform and nuclear medicine diagnostic studies, or other enhanced imaging.
  - e. Manipulation under anesthesia.
70. Dental Services:
- a. See all exclusions.\*
  - b. Dental services covered under a separate dental plan offered by the same *Plan Sponsor* that offers this *SPD*.
  - c. Preventive dental procedures.
  - d. *Health care services* or dental services for or related to dental or oral care, treatment, orthodontics, surgery, supplies, anesthesia or facility charges, and bone grafts, except as covered for accidental *injury*, *medically necessary* dental services and *hospital* facility fees and anesthesia covered under this “Dental Services” section of this *SPD*.
  - e. Orthodontia and all associated expenses.
  - f. Root canal therapy, except as covered under this Dental Services section of this *SPD*.
  - g. *Health care services* or dental services for cracked or broken teeth that result from biting, chewing, disease or decay, except as covered under this “Dental Services” section of this *SPD*.
  - h. Dental implants, except as covered under this “Dental Services” section of this *SPD*.
  - i. Prescriptions written by a *dentist* unless in connection with dental procedures covered by the *Plan*.
  - j. *Health care services* or dental services related to periodontal disease, except as covered for *hospital* facility fees and anesthesia covered under this “Dental Services” section of this *SPD*.
  - k. Occlusal adjustment or occlusal equilibration.
  - l. Treatment of bruxism.
71. Durable Medical Equipment (DME), Services and Prosthetics:
- a. See all exclusions.\*
  - b. Any durable medical equipment or supplies not listed as eligible on our durable medical equipment list, or as determined by the *Plan Administrator*.
  - c. Disposable supplies or non-durable supplies and appliances, including those associated with equipment determined not to be eligible for coverage. This exclusion does not apply to catheters, diabetic supplies or other medical supplies identified as eligible supplies in the Medical Policy on Durable Medical Equipment and Supplies which can be found on our member website at [www.aspirushealthplan.com](http://www.aspirushealthplan.com) or by contacting Customer Service.
  - d. Revision of durable medical equipment and prosthetics, except when made necessary by normal wear or use.
  - e. Repair or replacement of durable medical equipment less than three years after original purchase, except for insulin pumps.
  - f. Repair or replacement of insulin pumps less than one year after original purchase.
  - g. Replacement or repair of items when: 1) damaged or destroyed by misuse, abuse or carelessness; 2) lost; or 3) stolen.
  - h. Replacement of equipment unless we determine it is *medically necessary*.
  - i. Replacement of over-the-counter batteries.
  - j. Duplicate or similar items.
  - k. Devices and computers to assist in communication and speech.
  - l. Durable medical equipment that we determine to be for *your* comfort, personal hygiene, or convenience including, but not limited to, personal fitness equipment and self-help devices not medical in nature.

- m. Continuous passive motion (CPM) devices and mechanical stretching devices.
  - n. Home devices such as: home spinal traction devices or standers; home phototherapy for dermatological conditions; light boxes designed for Seasonal Affective Disorder; cold therapy (application of low temperatures to the skin) including, but not limited to, cold packs, ice packs and cryotherapy; and home automated external defibrillator (AED).
  - o. Household equipment, household fixtures and modifications to the structure of the home, escalators or elevators, ramps, swimming pools, whirlpools, hot tubs and saunas, wiring, plumbing or charges for installation of equipment, exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypoallergenic pillows, mattresses or waterbeds.
  - p. Vehicle/car or van modifications including, but not limited to, hand brakes, hydraulic lifts and car carrier.
  - q. Over-the-counter orthotics and appliances.
  - r. Charges for sales tax, mailing and delivery.
  - s. Durable medical equipment necessary for the operation of equipment determined not to be eligible for coverage.
  - t. Durable medical equipment, orthotics and prosthetics necessary for activities beyond *activities of daily living*.
  - u. Durable medical equipment, orthotics and prosthetics that we determine to have special features that are not *medically necessary*.
  - v. Wigs, toupees, hairpieces, cranial prosthesis, hair implants, hair transplants, hair weaving, or hair loss prevention treatments.
  - w. Upgrades to, or replacement of, any items considered *eligible charges* and covered under this section, unless the item is no longer functional and is not repairable.
  - x. Blood pressure cuffs and monitors.
  - y. Enuresis alarms.
  - z. Trusses.
  - aa. Ultrasonic nebulizers.
  - bb. Oral appliances for snoring.
72. *Emergency Services:*
- a. See all exclusions.\*
  - b. *Non-emergency services* received in an emergency room.
73. *Hearing Aids, Implantable Hearing Devices and Related Services:*
- a. See all exclusions.\*
  - b. Hearing protection equipment.
  - c. *Hearing aid* batteries and cords.
  - d. *Hearing aids, implantable hearing devices* and related *treatment* provided to a *covered person* age 18 or over.
74. *Home Care Services:*
- a. See all exclusions.\*
  - b. Companion and *home care* services, unskilled nursing services, services provided by *your* family or a person who shares *your* legal residence.
  - c. *Health care services* and other services provided as a substitute for a primary caregiver in the home.
  - d. *Health care services* and other services that can be performed by a non-medical person or self-administered.
  - e. Home health aides, when care in the home by a home health aid is not the most medically appropriate place of service or the most medically appropriate *provider* for those *health care services*.
  - f. *Health care services* and other services provided in *your* home for convenience, or due to lack of transportation.
  - g. *Custodial care*, except home health aide services as covered in this section.
  - h. *Health care services* and other services at any site other than *your* home.
  - i. Recreational therapy.
  - j. Domiciliary Care, such as meals-on-wheels, health visiting, and home help, provided by a welfare agency for people in their homes.
75. Hospice Care:
- a. See all exclusions.\*
  - b. *Health care services* and other services provided by *your* family or a person who shares *your* legal residence.
  - c. Respite or rest care, except as specifically described in this section.
76. *Hospital Services:*
- a. See all exclusions.\*
  - b. Travel, transportation, other than ambulance transportation, or living expenses.
  - c. *Non-emergency* ambulance service from *hospital* to *hospital*, such as transfers and admissions to *hospitals* performed only for convenience.

- d. *Health care services* to treat conditions that are *cosmetic* in nature, including preoperative procedures and any medical or surgical complications arising therefrom.
- e. Orthoptics and surgery for refractive conditions correctable by contacts or glasses, i.e., lasik surgery
- f. *Health care services* for gender reassignment, except when *medically necessary*.
- g. Genetic testing and associated *health care services*, except as covered under this *SPD*.
- h. Hypnosis.
- i. Chelation therapy, except when *medically necessary* for the treatment of heavy metal poisoning.
- j. Routine foot care, unless required due to diabetes or peripheral vascular disease.
- k. Autopsies.
- l. *Bariatric surgery*, including preoperative procedures, initial procedures, surgical revisions and subsequent procedures.
- m. Services or items for personal convenience, such as television rental.
- n. Any weight loss programs and related *health care services*, except as otherwise covered as *preventive health care services*.
- o. Nutritional counseling, except as provided under the “Office Visits” and “*Preventive Health Care Services*” sections of this *SPD*.
- p. Marital counseling, relationship counseling, family counseling, or other similar counseling or training services, except as covered under this *SPD*.
- q. Services to hold or confine a *covered person* under chemical influence when no *medically necessary* services are required, regardless of where the services are received (e.g. detoxification centers).
- r. Counseling, studies, *confinements*, *health care services* or other services ordered by a court or law enforcement officer that are not determined to be *medically necessary* by the *Plan Administrator*.
- s. *Health care services* which are court-ordered, ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this *Plan*. This *Plan* does not cover the cost of classes ordered after a driving while intoxicated conviction or other classes ordered by the court.
- t. Cardiac rehabilitation beyond Phase II.

77. Office Visits:

- a. See all exclusions.\*
- b. Health education, except when:
  - 1. Provided during an office visit for *non-preventive health care services*; or
  - 2. It is counseling that is treated as a *preventive health care service*.
- c. Any weight loss programs and related *health care services* that are not received from *participating providers*, or otherwise covered as *preventive health care services*.
- d. Nutritional counseling, except as provided under the “Office Visits” and “*Preventive Health Care Services*” sections of this *SPD*.
- e. Marital counseling, relationship counseling, family counseling, or other similar counseling or training services, except as covered under this *SPD*.
- f. Professional sign language and foreign language interpreter services in a *provider’s* office.
- g. Exams, other evaluations and/or services for employment, insurance, licensure, judicial or administrative proceedings or research, except as otherwise covered under this section or treated as a *preventive health care service*.
- h. Charges for duplicating and obtaining medical records from *non-participating providers* unless requested by the *Plan Administrator*.
- i. Genetic testing and associated *health care services*, except as covered under this *SPD*.
- j. Hypnosis.
- k. Chelation therapy, except when *medically necessary* for the treatment of heavy metal poisoning.
- l. Routine foot care, unless required due to diabetes or peripheral vascular disease.
- m. Vision therapy/orthoptics.
- n. Counseling, studies, *health care services* or *confinements* ordered by a court or law enforcement officer that are not determined to be *medically necessary* by the *Plan Administrator*
- o. *Health care services* which are court-ordered, ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this *Plan*. This *Plan* does not cover the cost of classes ordered after a driving while intoxicated conviction or other classes ordered by the court.

78. Organ and Bone Marrow Transplant Services:

- a. See all exclusions.\*
- b. *Transplant services* received from a *provider* that is not a *designated transplant network provider*.
- c. *Health care services* related to organ, tissue and bone marrow transplants and stem cell support procedures or peripheral stem cell support procedures that are *investigative* for *your* diagnosis or condition.

- d. *Health care services*, chemotherapy, supplies, drugs and aftercare for or related to human organ transplants not specifically approved as *medically necessary*.
  - e. *Health care services*, chemotherapy, radiation therapy or any therapy that damages the bone marrow, except in cases involving a bone marrow or stem cell transplant.
  - f. Non-emergency ambulance service from *hospital to hospital* such as transfers and admission to *hospitals* performed only for convenience.
  - g. Treatment of medical complications to a donor after procurement of a transplanted organ.
  - h. Computer search for donors.
  - i. Private collection and storage of blood and umbilical cord/umbilical cord blood, unless related to scheduled future covered services.
  - j. Travel expenses related to a covered transplant.
  - k. *Health care services* for or in connection with fetal tissue transplantation, except for non-*investigative* stem cell transplants.
  - l. Organ or tissue transplants or surgical implantation of mechanical devices functioning as a human organ, excluding surgical implantation of US Food and Drug Administration (FDA) approved ventricular assist devices and transplants of artificial or mechanical devices as a bridge to a transplant or destination therapy.
79. Outpatient Behavioral Health Services for Full-Time Students
- a. See all exclusions. \*
80. Physical Therapy, Occupational Therapy and Speech Therapy:
- a. See all exclusions.\*
  - b. *Custodial care* or *maintenance care*.
  - c. Therapy provided in *your* home for convenience.
  - d. Therapy for conditions that are self-correcting.
  - e. Voice training and voice therapy absent a medical condition.
  - f. *Investigative* therapies.
  - g. Group therapy for physical therapy, occupational therapy and speech therapy.
  - h. *Investigative* therapies for the treatment of autism, such as secretin infusion therapies.
  - i. *Health care services* for homeopathy and immunoaugmentive therapy.
81. *Prescription Drug Services*:
- a. See all exclusions.\*
  - b. *Prescription drugs* obtained from a pharmacy that is a *non-participating provider*.
  - c. Replacement of a *prescription drug* due to loss, damage, or theft.
  - d. Drugs available over-the-counter (OTC), except prescribed OTC drugs that are required to be covered as *preventive health care services* under the *Affordable Care Act* as covered under the “Preventive Contraceptive Methods and Counseling for Women” or “*Preventive Health Care Services*” sections of this *SPD*.
  - e. *Prescription drugs* that are equivalent to or similar to OTC drugs, except as provided in the drug *formulary*.
  - f. OTC home testing products, except as otherwise covered under state or federal law.
  - g. Drugs not approved by the FDA, and drugs not approved by the FDA for a particular use, except off-label drugs used for the treatment of cancer or when the *Plan Administrator*, at its sole discretion, determines to include the drug on its *formulary* or approves coverage of the drug for the particular use.
  - h. Take home drugs when dispensed by a *physician*, physician assistant or advanced practice registered nurse.
  - i. Weight loss drugs.
  - j. Prescriptions written by a *dentist* unless in connection with dental procedures covered under this *SPD*.
  - k. Drugs used for *cosmetic* purposes.
  - l. Unit dose packaging.
  - m. *Prescription drugs* for which the primary purpose is to preserve fertility.
  - n. Non-FDA approved route of administration (e.g. drug that is FDA approved for oral use, but is being applied topically).
  - o. *Prescription drugs* given or administered as part of a drug manufacturer’s study.
  - p. *Prescription drugs* if purchased by mail order through a program not administered by the *Plan’s* pharmacy vendor.
  - q. Off-label use of drugs determined to be *investigative*.
  - r. Certain *combination drugs* and other drugs if they are listed as not covered on the *formulary*.
  - s. *Compounded drugs* being used for bio-identical hormone replacement therapy, except as covered under this *SPD*.
  - t. Oral, injectable and insertable contraceptives and contraceptive devices, except when covered for a medical condition, or as a *preventive health care service* in the “Preventive Contraceptive Methods and Counseling for Women” section of this *SPD*.
  - u. Prescribed or non-prescribed vitamins or minerals including OTC, unless covered as *preventive health care services*.

- v. All medicinal foods, enteral feedings, supplemental feedings, nutritional and electrolyte supplements, and infant formula.
  - w. *Specialty drugs* obtained at any pharmacy other than our designated specialty pharmacy, except limited distribution *specialty drugs* only available through the manufacturer's select specialty pharmacy and not available through our designated specialty pharmacy.
  - x. Non-*formulary* drugs, unless an exception is obtained from the *Plan Administrator*.
  - y. Any portion of a charge for a *prescription drug* which *you* are not required to pay or for which *you* receive reimbursement due to use of a manufacturer's coupon, rebate or other program that alters the amount *you* are legally obligated to pay, and/or waives any *copayment, coinsurance* or *deductible* that *you* are required to pay under this *SPD*, except as required under state or federal law.
82. Preventive Contraceptive Methods and Counseling for Women:
- a. See all exclusions.\*
  - b. Contraceptives and related *health care services* received from *non-participating providers*.
  - c. Sterilization procedures performed by *non-participating providers*.
  - d. Abortions are not covered under this section of this *SPD*.
  - e. Non-prescribed over-the-counter contraceptives, including condoms, spermicides, and emergency contraceptives.
  - f. Hysterectomies are not covered under this section of this *SPD*.
  - g. Anesthesia and facility services related to sterilization procedures that are performed during other surgical procedures including, but not limited to, Cesarean section birth, gall bladder removal, and abdominal hernia repair, are not covered under this section of this *SPD*.
  - h. Reversal of sterilization procedures.
  - i. Non-*preventive health care services* are not covered under this section of this *SPD*.
83. *Preventive Health Care Services*:
- a. See all exclusions.\*
  - b. Any *health care services* performed during or in conjunction with an annual or periodic wellness exam that exceeds the services described in the *Preventive Health Care Services* section of this *SPD*.
  - c. Electronic cigarettes, e-cigarettes, personal vaporizers, and similar forms of nicotine delivery systems.
  - d. Tobacco cessation intervention programs and related *health care services*, except as otherwise covered under this *SPD*.
  - e. Non-prescribed over-the-counter medications.
  - f. Travel immunizations.
84. *Reconstructive Surgery*:
- a. See all exclusions.\*
  - b. *Health care services* to treat conditions that are *cosmetic* in nature.
85. *Skilled Nursing Facility Care*:
- a. See all exclusions.\*
  - b. Respite or *custodial care*.
  - c. *Skilled nursing facility* care if *health care services* can be provided at a lower level of care (e.g. *home care* or care in an outpatient setting).
  - d. Care that is available to *you* at no cost to *you* or care provided under a government health care program (other than a program provided under Wis. Stat. Chapter 49).



## VIII. Ending *Your* Coverage

*Your* coverage will terminate on the earliest of the following dates:

- The date the *Plan* is terminated;
- The end of the month in which *your* eligibility under the *Plan* ends;
- The end of the month in which the *covered employee's* employment terminates, if the termination occurs during the school year. If the *covered employee's* employment terminates at the end of the school year, coverage will continue through August 31 of that year.
- The end of the month in which the *covered employee* retires, except for those individuals who are classified as *eligible retirees*;
- The last day of the calendar month in which we determine the *covered employee* no longer meets the definition of eligible employee. However, coverage under the *Plan* may continue if the *covered employee* is:
  - a. granted an approved leave of absence protected by the Family and Medical Leave Act of 1993 (FMLA) or the Uniformed Services Employment and Reemployment Rights Act (USERRA), or any workers' compensation leave of absence. In this case, the *covered employee's* coverage will continue until the end of the month in which we determine the *covered employee* fails to return to work from that leave of absence; or
  - b. granted a leave of absence under the employer's established leave of absence policy. In this case, the *covered employee's* coverage will continue no longer than three consecutive months unless a later date is specifically stated in the employer's leave of absence policy. Such leave of absence policy and any supporting documentation must be provided to us upon our request; or
  - c. subject to a collective bargaining agreement (CBA). In this case, the *covered employee's* coverage will continue as stated in the CBA. The CBA and any supporting documentation must be provided to us upon our request.

The *covered employer* must continue to pay the required premiums during any period of continued coverage stated in this paragraph.

- The end of the month in which *your* written request to terminate coverage is received; unless the *covered employee's* premium payments are paid on a pre-tax basis, as pre-tax premium payments can only cease when certain change in status events occur;
- When *you* do not make/reimburse *your* required *contribution* to the Employer for coverage under the *Plan*. Termination will be retroactive to the last day for which *your* required *contribution* has been timely received; or
- The date *you*, or someone acting on *your* behalf, performed an act or practice that constitutes fraud or made an intentional misrepresentation (including an omission) of material fact under the terms of the *Plan*.
- The end of the month following the date *you* enter active military duty for more than 31 days. Upon completion of active military duty, contact the Employer for reinstatement of coverage.
- The date of the death of the *covered person*. In the event of the *covered employee's* death, coverage for the *covered employee's* dependents will terminate the end of the month in which the *covered employee's* death occurred, except as noted below for spouses of retired teachers and administrators.
- For a spouse, the date of divorce.
- When the maximum period for coverage under COBRA Continuation Coverage expires for a *covered person*.
- For a child who is entitled to coverage through a QMCSO, the end of the month in which the earliest of the following occurs:
  - The QMCSO ceases to be effective; or
  - The child has immediate and comparable coverage under another plan; or
  - The *covered employee* who is ordered by the QMCSO to provide coverage is no longer eligible as determined by the Employer; or
  - The Employer terminates family or dependent coverage; or
  - The relevant premium or *contribution* toward the premium is last paid.

For a *covered dependent* child, coverage will terminate the date upon which the child is no longer eligible as a *covered dependent*. If *your covered dependent* child is disabled, coverage will end on the date upon which the *covered dependent* child is no longer disabled.

If an employee is terminated and a legal separation agreement exists between the employer and the employee, the terms of that legal separation agreement will supersede the termination provisions noted above. The legal separation agreement and any supporting documentation must be provided to us upon our request.

## IX. Leaves of Absence

### A. Family and Medical Leave Act (FMLA)

If *you* are absent from work due to an approved family or medical leave under the Family and Medical Leave Act of 1993 (FMLA), coverage may be continued for the duration of the approved leave of absence as if there was no interruption in employment. Such coverage will continue until the earlier of the expiration of such leave or the date *you* notify the employer that *you* do not intend to return to work. *You* are responsible for all required *contributions*.

If *you* do not return after an approved leave of absence, coverage may be continued under the “COBRA Continuation Coverage” section, provided that *you* elect to continue under that provision. If *you* return to work immediately following *your* approved FMLA leave, no new *waiting periods* will apply.

FMLA applies to employees of a covered employer that work at a worksite within 75 miles of where that employer employs at least 50 employees.

### B. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

**Continuation of *Benefits*.** *Covered employees* who are absent due to service in the uniformed services and/or their covered *dependents* may continue coverage pursuant to USERRA for up to 24 months after the date the *covered employee* is first absent due to uniformed service duty.

**Eligibility.** A *covered employee* is eligible for continuation under USERRA if the *covered employee* is absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard or the commissioned corps of the Public Health Service. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training and for the purpose of an examination to determine fitness for duty.

*Covered dependents* who have coverage under this *SPD* immediately prior to the date of the *covered employee's* covered absence are eligible to elect continuation under USERRA.

Upon the *covered employee's* return to work immediately following the *covered employee's* leave under USERRA, no new *waiting periods* will apply.

**Premium Payment.** If continuation of *Plan* coverage is elected under USERRA, the *covered employee* or *covered dependent* is responsible for payment of the applicable cost of coverage. If the *covered employee* is absent for not longer than 31 calendar days, the cost will be the amount that the *covered employee* would otherwise pay for coverage. For absences exceeding 31 calendar days, the cost may be up to 102% of the cost of coverage under the *Plan*. This includes the *covered employee's* share and any portion previously paid by the employer.

**Duration of Coverage.** Elected continuation of coverage under USERRA will continue until the earlier of:

1. Twenty-four months, beginning the first day of absence from employment due to service in the uniformed services;
2. The day after the *covered employee* fails to apply for or return to employment as required by USERRA, after completion of a period of service;
3. The early termination of USERRA continuation coverage due to the *covered employee's* court-martial or dishonorable discharge from the uniformed services; or
4. The date on which this *Plan* is terminated.

The continuation available under USERRA does not affect continuation available under “COBRA Continuation Coverage.” *Covered employees* should contact their Employer with any questions regarding coverage normally available during a military leave of absence or continuation coverage, and notify the Employer of any changes in marital status or a change of address.

**Return to Work Requirements.** Under USERRA a *covered employee* is entitled to return to work following an honorable discharge as follows:

1. Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period.
2. Thirty-one to 180 days: The *covered employee* must apply for reemployment no later than 14 days after completion of military service.
3. One hundred and eighty-one days or more: The *covered employee* must apply for reemployment no later than 90 days after completion of military service.

4. Service-connected *injury* or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

## X. COBRA Continuation Coverage

**NOTE: This section only applies if the employer employs 20 or more employees.**

The *covered employee*, the covered spouse and covered dependent children may continue coverage under the *Plan* when a qualifying event occurs. *You* may elect COBRA for *yourself* regardless of whether the *covered employee* or other eligible dependents in *your* family elect COBRA. A *covered employee* and a covered spouse may elect COBRA on behalf of each other and/or their covered dependent children. If a loss of coverage qualifying event occurs:

1. In certain cases, the *covered employee* may continue coverage and may also continue coverage for the *covered employee's* covered spouse and covered dependent children when coverage would normally end;
2. In certain cases, the covered spouse and covered dependent children may continue coverage when coverage would normally end;
3. Coverage will be the same as that for other similar *covered persons*; and
4. Continuation coverage under this *Plan* ends when this *Plan* terminates or as explained in detail on the following Continuation Chart. The *covered employee*, the covered spouse and covered dependent children may, however, be entitled to continuation coverage under another group health plan offered by the Employer. *You* should contact the Employer for details about other continuation coverage.

**For additional information about *your* rights and obligations under the *Plan* and/or federal COBRA law, *you* should contact the Employer, which is the official *Plan Administrator*.**

### Qualifying Events

1. Loss of coverage under the *Plan* by the *covered employee* due to one of these events:
  - a. Voluntary or involuntary termination of employment of the *covered employee* for reasons other than “gross misconduct.”
  - b. Reduction in the hours of employment of the *covered employee*.
  - c. Layoff of the *covered employee*.
  - d. Leave of absence of the *covered employee*.
  - e. Early retirement of the *covered employee*.
2. Loss of coverage under this *Plan* by the covered spouse and/or covered dependent children due to one of these events:
  - a. Voluntary or involuntary termination of employment of the *covered employee* for reasons other than “gross misconduct.”
  - b. Reduction in the hours of employment of the *covered employee*.
  - c. Layoff of the *covered employee*.
  - d. Leave of absence of the *covered employee*.
  - e. Early retirement of the *covered employee*.
  - f. *Covered employee* becoming enrolled in Medicare.
  - g. Divorce or legal separation of the *covered employee*.
  - h. Death of the *covered employee*.
3. Loss of coverage under this *Plan* by the covered dependent child due to loss of “dependent child” status under the *Plan*.
4. Loss of coverage under this *Plan* due to the bankruptcy of the employer under Title XI of the United States Code. For purposes of this qualifying event (bankruptcy), a loss of coverage includes a substantial elimination of coverage that occurs within one year before or after commencement of the bankruptcy proceeding. This provision applies to the covered retiree, the covered spouse and covered dependent children.

### Required Procedures

When the initial qualifying event is death, termination of employment or reduction in hours (including leave of absence, layoff, or retirement), or Medicare entitlement of the *covered employee*, or the bankruptcy of the Employer, the *Plan Administrator* will offer continuation coverage to qualified *covered persons*. *You* do not need to notify the *Plan Administrator* of these qualifying events. However, for other qualifying events including divorce or legal separation of the *covered employee* and loss of dependent child status, COBRA continuation is not available to *you* if *you* do not provide timely, written notice to the *Plan Administrator* as required below by the *Plan*. *You* must also provide timely, written notice to the *Plan Administrator* of other events, such as a Social Security disability determination or second qualifying events, in order to be

eligible for an extension of COBRA continuation as required by the *Plan* as stated in this section. To elect COBRA, *you* must make a timely, written election as required by the *Plan* as stated in this section.

**What the *Plan Administrator* must do:**

1. Provide initial general COBRA notices as required by law;
2. Determine if the *covered person* is eligible to continue coverage according to applicable laws;
3. Notify persons of the unavailability of COBRA continuation;
4. Notify the *covered person* of the *covered person's* rights to continue coverage provided that all required notice and notification procedures have been followed by the *covered employee*, covered spouse and/or covered dependent children;
5. Inform the *covered person* of the premium *contribution* required to continue coverage and how to pay the premium *contribution*; and
6. Notify the *covered person* when the *covered person* is no longer entitled to COBRA or when the *covered person's* COBRA continuation is ending before expiration of the maximum (18, 29, 36 month) continuation period.

**What *You* must do:**

1. *You* must notify the *Plan Administrator* in writing of a divorce or legal separation within 60 calendar days after either the date of the qualifying event, or the earliest date coverage would end due to the qualifying event, whichever is later;
2. *You* must notify the *Plan Administrator* in writing of a covered dependent child ceasing to be eligible within 60 calendar days after either the date of the qualifying event, or the earliest date coverage would end due to the qualifying event, whichever is later;
3. *You* must submit *your* written notice of a qualifying event within the 60-day timeframe, as explained previously in paragraphs 1 and 2, using the *Plan's* approved notice form. (*You* may obtain a copy of the approved form from the *Plan Administrator*.) This notice must be submitted to the *Plan Administrator* in writing and must include the following:
  - The name of the *Plan*;
  - The name and address of the *covered employee* or former *covered employee*;
  - The names and addresses of all applicable dependents;
  - The description and date of the qualifying event;
  - Requested documentation pertaining to the qualifying event such as: decree of divorce or legal separation; and
  - The name, address, and telephone number of the individual submitting the notice. This individual can be a *covered employee*, former *covered employee*, dependent, or a representative acting on behalf of the employee or dependent.

**All written notices as described previously in paragraphs 1, 2, and 3, under “What *You* must do” must be timely sent to the *Plan Administrator* at the address indicated in the section of this *SPD* entitled “Specific Information About *Your Plan*.”**

*You* must follow the *Plan's* procedures for providing written notice, within the specified time period, and for timely submitting, in writing, all required information and supporting documentation as described in this *SPD*, unless a different procedure is expressly required by the Employer or its COBRA administrator.

1. To elect continuation, *you* must notify the *Plan Administrator* of *your* election in writing within 60 calendar days after the date the *covered person's* coverage ends, or the date the *covered person* is notified of continuation rights, whichever is later. To elect continuation, *you* must complete and submit *your* written election within the 60-day timeframe using the *Plan's* approved election form. (*You* may obtain a copy of the approved form from the *Plan Administrator*.) This election must be submitted to the *Plan Administrator* in writing at the address as described in this section; and
2. *You* must pay continuation premium *contributions*:
  - a. The premium *contribution* to continue coverage is the combined Employer plus *covered employee* rate charged under the *Plan*, plus the Employer may charge an additional two percent of that rate. For a *covered person* receiving an additional 11 months of coverage after the initial 18 months due to a COBRA extension for Social Security disability, the premium *contribution* for those additional months may be increased to 150% of the *Plan's* total cost of coverage. The continuation election form will set forth *your* continuation premium *contribution* rate(s).
  - b. The first premium *contribution* must be paid by check within 45 calendar days after electing to continue the coverage. Thereafter, the *covered person's* monthly payments are due and payable by check at the beginning of each month for which coverage is continued.
  - c. The *covered person* must pay subsequent premium *contributions* by check on or before the required due date, plus the 30 calendar day grace period required by law or such longer period allowed by the *Plan*.

**What *you* must do to apply for COBRA extension:**

**A. Social Security Disability:**

1. If *you* are currently enrolled in COBRA continuation under this *Plan*, and it is determined that *you* are totally disabled by the Social Security Administration within the first 60 calendar days of *your* current COBRA coverage, then *you* may request an extension of coverage provided that *your* current COBRA coverage resulted from the *covered employee's* leave of absence, retirement, reduction in hours, layoff, or the *covered employee's* termination of employment for reasons other than gross misconduct. To request an extension of COBRA, *you* must notify the *Plan Administrator* in writing of the Social Security Administration's determination within 60 calendar days after the latest of:
  - The date of the Social Security Administration's disability determination;
  - The date of the *covered employee's* termination of employment, reduction of hours, leave of absence, retirement, or layoff; or
  - The date on which *you* would lose coverage under the *Plan* as a result of the *covered employee's* termination, reduction of hours, leave of absence, retirement, or layoff.
2. *You* must submit *your* written notice of total disability within the 60 day timeframe, as described previously in paragraph 1, and before the end of the 18<sup>th</sup> month of *your* initial COBRA coverage using the *Plan's* approved disability notice form. (*You* may obtain a copy of the approved form from the *Plan Administrator*.) This notice must be submitted, in writing, to the *Plan Administrator* and must include the following:
  - The name of the *Plan*;
  - The name and address of the *covered employee* or former *covered employee*;
  - The names and addresses of all applicable dependents currently on COBRA;
  - The description and date of the initial qualifying event that started *your* COBRA coverage;
  - The name of the disabled *covered person*;
  - The date the *covered person* became disabled;
  - The date the Social Security Administration made its determination of disability;
  - Requested copy of the Social Security Administration's determination of disability; and
  - The name, address, and telephone number of the individual submitting the notice. This individual can be a *covered employee*, former *covered employee*, dependent, or a representative acting on behalf of the employee or dependent.

*You* must follow the *Plan's* procedures for providing written notice, within the specified time period, and for timely submitting, in writing, all required information and supporting documentation as described in this *SPD*, unless a different procedure is expressly required by the Employer or its COBRA administrator.

All written notices required for COBRA for a Social Security disability extension must be timely sent to the *Plan Administrator* at the address indicated in the section of this *SPD* entitled "Specific Information About *Your Plan*."

3. To elect an extension of COBRA, *you* must notify the *Plan Administrator* of the Social Security Administration's determination, in writing, within the 60 calendar day and the initial 18-month continuation period timeframes, by following the notification procedure as previously explained in paragraphs 1 and 2, and submitting the *Plan's* approved form; and
4. *You* must pay continuation premium *contributions*:
  - a. The premium *contribution* to continue coverage is the combined Employer plus *covered employee* rate charged under the *Plan*, plus the Employer may charge an additional two percent of that rate. For a *covered person* receiving an additional 11 months of coverage after the initial 18 months due to a COBRA extension for Social Security disability, the premium *contribution* for those additional months may be increased to 150% of the *Plan's* total cost of coverage. The disability notice form will set forth *your* continuation premium *contribution* rate(s).
  - b. The first premium *contribution* must be paid by check within 45 calendar days after electing to continue the coverage. Thereafter, the *covered person's* monthly payments are due and payable by check at the beginning of each month for which coverage is continued.
  - c. The *covered person* must pay subsequent premium *contributions* by check on or before the required due date, plus the 30 calendar day grace period required by law or such longer period allowed by the *Plan*.

#### **B. Second Qualifying Events for *Covered Dependents* Only:**

1. If *you* are currently enrolled in COBRA continuation under this *Plan* and the *covered employee* dies, or in the case of divorce or a legal separation of the *covered employee*, or a covered dependent child loses eligibility, then *you* may request an extension of coverage provided that *your* current COBRA coverage resulted from the *covered employee's* leave of absence, retirement, reduction in hours, layoff, or the *covered employee's* termination of employment for reasons other than gross misconduct or resulted from a Social Security Administration disability

determination. To request an extension of COBRA, *you* must notify the *Plan Administrator* in writing within 60 calendar days after the later of:

- The date of the second qualifying event (death, divorce, legal separation, loss of dependent child status); or
- The date on which the *covered dependent(s)* would lose coverage as a result of the second qualifying event.

**Note: This extension is only available to a covered spouse and covered dependent children. This extension is not available when a *covered employee* becomes entitled to Medicare.**

2. *You* must submit *your* written notice of a second qualifying event within the 60-day timeframe, as previously described in paragraph 1, using the *Plan's* approved second event notice form. (*You* may obtain a copy of the approved form from the *Plan Administrator*.) This notice must be submitted to the *Plan Administrator* in writing and must include the following:
  - The name of the *Plan*;
  - The name and address of the *covered employee* or former *covered employee*;
  - The names and addresses of all applicable dependents currently on COBRA;
  - The description and date of the initial qualifying event that started *your* COBRA coverage;
  - The description and date of the second qualifying event;
  - Requested documentation pertaining to the second qualifying event such as: a decree of divorce or legal separation or death certificate; and
  - The name, address, and telephone number of the individual submitting the notice. This individual can be a *covered employee*, former *covered employee*, dependent, or a representative acting on behalf of the employee or dependent.

*You* must follow the *Plan's* procedures for providing written notice, within the specified time period, and for timely submitting, in writing, all required information and supporting documentation as described in this *SPD*, unless a different procedure is expressly required by the Employer or its COBRA administrator.

All written notices required for COBRA for a second qualifying event extension must be timely sent to the *Plan Administrator* at the address indicated in the section of this *SPD* entitled "Specific Information About *Your Plan*."

3. To elect an extension of COBRA, *you* must notify the *Plan Administrator* of the second qualifying event in writing within the 60 calendar day timeframe, by following the notification procedure as previously explained in paragraphs 1 and 2, and submitting the *Plan's* approved form; and
4. *You* must pay continuation premium *contributions*:
  - a. The premium *contribution* to continue coverage is the combined Employer plus *covered employee* rate charged under the *Plan*, plus the Employer may charge an additional two percent of that rate. For a *covered person* receiving an additional 11 months of coverage after the initial 18 months due to a COBRA extension for Social Security disability, the premium *contribution* for those additional months may be increased to 150% of the *Plan's* total cost of coverage. The election form will set forth *your* continuation premium *contribution* rates.
  - b. The first premium *contribution* must be paid by check within 45 calendar days after electing to continue the coverage. Thereafter, the *covered person's* monthly payments are due and payable by check at the beginning of each month for which coverage is continued.
  - c. The *covered person* must pay subsequent premium *contributions* by check on or before the required due date, plus the 30 calendar day grace period required by law or such longer period allowed by the *Plan*.

#### **Additional Notices *You* Must Provide: Other Coverages, Medicare Entitlement and Cessation of Disability**

*You* must also provide written notice of (1) *your* other group coverage that begins after COBRA is elected under the *Plan*; (2) *your* Medicare entitlement (Part A, Part B or both parts) that begins after COBRA is elected under the *Plan*; and (3) the *covered person*, whose disability resulted in a COBRA extension due to disability, being determined to be no longer disabled by the Social Security Administration.

*Your* written notice for the events previously described in this section must be submitted using the *Plan's* approved notification form within 30 calendar days of the events requiring additional notices as previously described. **The notification form can be obtained from the *Plan Administrator* and must be completed by *you* and timely submitted to the *Plan Administrator* at the address indicated in the section of this *SPD* entitled "Specific Information About *Your Plan*."** In addition to providing all required information requested on the *Plan's* approved notification form, *your* written notice must also include the following:

- If providing notification of other coverage that began after COBRA was elected, the name of the *covered person* who obtained other coverage, and the date that other coverage became effective.

- If providing notification of Medicare entitlement, the name and address of the *covered person* that became entitled to Medicare, and the date of the Medicare entitlement.
- If providing notification of cessation of disability, the name and address of the formerly disabled *covered person*, the date that the Social Security Administration determined that the *covered person* was no longer disabled, and a copy of the Social Security Administration's determination.

If *you* do not provide this required additional notice, *you* must reimburse any claims mistakenly paid for expenses *incurred* after the following applicable date:

- *Your* other group coverage begins;
- *Your* Medicare Part A or Part B enrollment begins; or
- *Your* disability ends.



## CONTINUATION CHART

If coverage under this <i>Plan</i> is lost because this happens...	Who is eligible to continue...	Coverage may be continued until the earliest of: a) the date coverage would otherwise end under the <i>Plan</i> ; or b) the end of the month in which the earliest of the following applicable events occurs:
<p>The <i>covered employee's</i> leave of absence, early retirement, hours were reduced, layoff, or the <i>covered employee's</i> employment with the Employer ended for reasons other than gross misconduct.</p>	<p><i>Covered employee</i>, covered spouse and covered dependent children</p>	<ul style="list-style-type: none"> <li>• 18 months after continuation coverage began.</li> <li>• Coverage begins under another group health plan after COBRA is elected under the <i>Plan</i>.</li> <li>• Entitlement, after COBRA is elected under the <i>Plan</i>, of the applicable <i>covered person</i> to either Part A or Part B or both Parts of Medicare.</li> </ul>
<p>Death of the <i>covered employee</i>.</p> <p>Divorce or legal separation from the <i>covered employee</i>.</p> <p>Entitlement of the <i>covered employee</i> to Medicare within 18 months before the <i>covered employee's</i> hours were reduced or termination of employment for reasons other than gross misconduct.</p> <p><i>Covered person</i> must provide timely notice of such event in accordance with the <i>Plan's</i> notice procedures previously described for such events.</p>	<p>Covered spouse and covered dependent children</p>	<ul style="list-style-type: none"> <li>• 36 months after continuation coverage began.</li> <li>• 36 months after entitlement of <i>covered employee</i> to Medicare but only for an event which is the <i>covered employee's</i> Medicare entitlement within 18 months before the <i>covered employee's</i> hours were reduced or termination of employment.</li> <li>• Coverage begins under another group health plan after COBRA is elected under the <i>Plan</i>.</li> <li>• Entitlement, after COBRA is elected under the <i>Plan</i>, of the applicable <i>covered person</i> to either Part A or Part B or both Parts of Medicare.</li> </ul>
<p>Loss of eligibility by a covered dependent child.</p> <p><i>Covered person</i> must provide timely notice of such event in accordance with the <i>Plan's</i> notice procedures previously described for such events.</p>	<p>Covered dependent child</p>	<ul style="list-style-type: none"> <li>• 36 months after continuation coverage began.</li> <li>• Coverage begins under another group health plan after COBRA is elected under the <i>Plan</i>.</li> <li>• Entitlement, after COBRA is elected under the <i>Plan</i>, of the applicable <i>covered person</i> to either Part A or Part B or both Parts of Medicare.</li> </ul>
<p>The Employer files a voluntary or involuntary petition for protection under the bankruptcy laws found in Title XI of the United States Code.</p>	<p>Covered retiree, covered spouse and covered dependent children</p>	<ul style="list-style-type: none"> <li>• Lifetime continuation coverage for covered retiree.</li> <li>• 36 months after death of covered retiree for covered spouse and covered dependent children.</li> <li>• Coverage begins under another group health plan after COBRA is elected under the <i>Plan</i>.</li> </ul>
<p>The <i>covered employee</i>, covered spouse or covered dependent child is determined by the Social Security Administration to be totally disabled within the first 60 calendar days of COBRA continuation coverage that resulted from the <i>covered employee's</i> leave of absence, early retirement, reduction in hours, layoff, or the <i>covered employee's</i> termination of employment with the Employer for reasons other than gross misconduct.</p> <p>Timely notice of such disability must be provided by the <i>covered person</i> in accordance with the <i>Plan's</i> notice procedures previously described for COBRA extensions due to Social Security disability.</p>	<p><i>Covered employee</i>, covered spouse and covered dependent children</p>	<ul style="list-style-type: none"> <li>• 29 months after continuation coverage began or until the first month that begins more than 30 calendar days after the date of any final determination that <i>covered employee</i>, covered spouse or covered dependent child is no longer disabled.</li> <li>• Coverage begins under another group health plan after COBRA is elected under the <i>Plan</i>.</li> <li>• Entitlement, after COBRA is elected under the <i>Plan</i>, of the applicable <i>covered person</i> to either Part A or Part B or both Parts of Medicare.</li> </ul>

## **Special Enrollment Periods**

If *you* are a *covered employee*, covered spouse, or *covered dependent* who is enrolled in continuation coverage under this *Plan* due to a qualifying event (and not due to another enrollment event such as a special or annual enrollment), the Special Enrollment Period provisions of this *SPD* as referenced in the section which describes eligibility and enrollment will apply to *you* during the continuation period required by federal law as such provisions would apply to an active eligible *covered employee*. Eligible dependents that are newborn children or newly adopted children (as described in the eligibility and enrollment section) that are acquired by a *covered employee* during such *covered employee's* continuation period required by federal law, and are enrolled through special enrollment, are entitled to continue coverage for the maximum continuation period required by law.

If the continuation period required by federal law has been exhausted, and *you* are enrolled for additional continuation coverage pursuant to state law, if applicable, or the eligibility provisions of this plan, *you* may be entitled to the special enrollment rights upon acquisition of a new dependent through marriage, birth, adoption, placement for adoption, or legal guardianship, as referenced in the section entitled Special Enrollment Period for *Covered Persons* due to the Acquisition of New Dependents.

### **Special Rule for Persons Qualifying for Federal Trade Act Adjustments**

Federal trade act laws give special COBRA rights to *covered employees* who terminate employment or experience a reduction of hours, and who qualify for a “trade readjustment allowance” or “alternative trade adjustment assistance” under federal laws, including the Trade Adjustment Assistance Reauthorization Act of 2015.

If *you* qualify or may qualify for trade adjustment assistance, contact the *Plan Administrator* for additional information. *You* must contact the *Plan Administrator* promptly after qualifying for trade adjustment assistance or *you* will lose *your* special COBRA rights.

### **Written Notices Required for COBRA Continuation**

**All notices, elections, and information required to be furnished or submitted by a *covered person*, covered spouse or covered dependent children for purposes of COBRA continuation must be submitted in writing by U.S. mail or hand-delivery, or as previously described in this section. Oral communications, including phone calls, voice mails or in-person statements, and electronic e-mail do not constitute written notice and are not acceptable for COBRA purposes under the *Plan*.**

## **XI. Subrogation and Reimbursement**

### **Subrogation**

The *Plan* and the *Plan Administrator* have the full and unrestricted right of subrogation with respect to any *sickness* or *injury* for which any *benefit* or payment is provided, or may at any time in the future be provided, under the *Plan*. The *Plan Administrator* has delegated to the *TPA* the ability to pursue this right, and the authority to redelegate such activity to other individuals or entities. That right of subrogation also extends to any coverage or rights a *covered person* has, or may have, under any insurance coverage, including, but not limited to, any uninsured or underinsured motorist coverage. The *Plan's* and the *Plan Administrator's* right of subrogation shall in all circumstances fully apply without limitation and shall not be reduced under any circumstances, even if a *covered person* is not made whole for damages or losses, such as damages for pain and suffering, lost wages, etc.

The *Plan's* and the *Plan Administrator's* subrogation rights shall also not be reduced by any expenses *incurred* by any *covered person*, including, but not limited to, attorneys' fees. Any and all amounts recovered by or on behalf of a *covered person* by settlement, judgment, arbitration or by any means whatsoever shall be placed into a constructive trust subject to the *Plan's* and the *Plan Administrator's* right of subrogation or shall be paid over to the *Plan* without any reduction, regardless of how such amounts are characterized or allocated. The *Plan's* and the *Plan Administrator's* subrogation rights shall have priority over any rights or *claims* of a *covered person*, and pursuant to such right of priority, the *Plan* shall first be paid in full for its subrogation rights before any amount, regardless of how characterized or allocated, is retained by, or for, a *covered person*.

A *covered person* shall fully cooperate with the *Plan*, the *Plan Administrator*, the *TPA* and their designees in the enforcement of the *Plan's* and the *Plan Administrator's* subrogation rights, which cooperation shall include, but not be limited to, paying over to the *Plan* any and all amounts due the *Plan* and the execution of any agreements, assignments or other instruments requested by the *Plan*, the *Plan Administrator*, the *TPA* and their designees. If information and assistance are not provided to the *Plan* upon request, no *benefits* will be payable under the *Plan* with respect to costs *incurred* in connection with such *sickness* or *injury*. If the *sickness* or *injury* giving rise to subrogation involves a minor child or wrongful death of a *covered person*, this provision applies to the parents or guardian of the minor *covered person* and the personal representative of the deceased *covered person*. A *covered person* shall take no action which directly or indirectly adversely affects the *Plan's* and the *Plan Administrator's* rights of subrogation, and any settlement entered into by or on behalf of a *covered person* shall be subject to and shall fully recognize the *Plan's* and the *Plan Administrator's* right of priority to be fully repaid for its subrogation rights from any and all amounts, regardless of how characterized or allocated, recovered in connection with such settlement before any amounts from such settlement are retained by, or for, a *covered person*.

As a condition of receiving *benefits* under this *Plan*, you agree:

- To reimburse the *Plan* for any such *benefits* paid or payable to, or on behalf of, the *covered person* when said *benefits* are recovered from any form, regardless of how classified or characterized, from any person, corporation, entity, no-fault carrier, uninsured motorist carrier, underinsured motorist carrier, medical payment provision or other insurance policies or funds.
- The *Plan Administrator* retains all fiduciary responsibilities with respect to the *Plan*, has the exclusive, final and binding discretionary authority to interpret and administer the *Plan*, resolve any ambiguities that exist and make all factual determinations, except to the extent the *Plan Administrator* has expressly delegated to other persons or entities one or more fiduciary responsibilities with respect to the *Plan*. The rights of subrogation and reimbursement shall bind the *covered person's* guardian(s), estate, executor, personal representative and heir(s).

### **Reimbursement Rights**

You agree to hold in constructive trust the proceeds of any settlement or judgment for the *Plan's* and the *Plan Administrator's* *benefit* under this Section. If you fail to reimburse the *Plan* out of any recovery or reimbursement received for all *benefits* paid or to be paid as a result of your *sickness* or *injury*, you will be liable for any and all expenses, whether fees or costs, associated with the *Plan's*, the *Plan Administrator's*, the *TPA's* and their designees' attempts to recover such money from you.

## XII. Coordination of *Benefits*

As a *covered person*, you agree to permit the *Plan* to coordinate obligations under this *SPD* with payments under any other health *benefit* plans as specified below, which covers you as an employee or dependent. You also agree to provide any information or submit any *claims* to other health *benefit* plans necessary for this purpose. You agree to authorize billing to other health plans for purposes of coordination of *benefits*.

Unless applicable law prevents disclosure of the information without the consent of the *covered person* or the *covered person's* representative, each *covered person* claiming *benefits* under this *Plan* must provide any fact needed to pay the *claim*. If the information cannot be disclosed without consent, the *Plan* will not pay *benefits* until the information is given.

**A. Application.** This Coordination of *Benefits* provision applies when you have health care coverage under more than one plan. "Plan" is defined below.

The order of *benefit* determination rules below determine which plan will pay as the primary plan. The primary plan that pays first pays without regard to the possibility that another plan might cover some expenses. A secondary plan pays after the primary plan and may reduce the *benefits* it pays so that payments from all plans do not exceed 100% of the total allowable expense.

**B. Definitions.** These definitions only apply to the Coordination of *Benefits* provision.

**Allowable Expenses.** Means *health care services* or expenses, including *deductibles*, *coinsurance* and *copayments* that are covered at least in part by any of the plans covering the person. When a plan provides *benefits* in the form of services, (for example an HMO) the reasonable cash value of each service will be considered an allowable expense and a *benefit* paid. An expense or service that is not covered by any of the plans is not an allowable expense.

**Claim Determination Period.** Means a *calendar year*. However, it does not include any part of a year during which you have no coverage under this *Plan*, or before the date this Coordination of *Benefits* provision or a similar provision takes effect.

**Closed Panel Plan.** Means a plan that provides health *benefits* to persons primarily in the form of services through a panel of *providers* that have contracted with or are employed by the plan, and that limits or excludes *benefits* or services provided by other *providers*, except in cases of *emergency* or referral by a panel *covered person*.

**Custodial Parent.** Means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than half of the *calendar year* without regard to any temporary visitation.

**Plan.** Means any of the following that provides *benefits* or services for medical or dental care or treatment. However, if separate policies are used to provide coordinated coverage for members of any group, the separate policies are considered parts of the same plan and there is no Coordination of *Benefits* among these policies.

1. Group, blanket, franchise, closed panel or other forms of group or group type coverage (insured or uninsured);
2. *Hospital* indemnity *benefits* in excess of \$200 per day;
3. Medical care components of group long-term care policies, such as *skilled care*;
4. A labor-management trustee plan or a union welfare plan;
5. An employer or multi-employer plan or employee *benefit* plan;
6. Medicare or other governmental *benefits*, as permitted by law;
7. Insurance required or provided by statute;
8. Medical *benefits* under group or individual automobile policies;
9. Individual or family insurance for *hospital* or medical treatment or expenses;
10. Closed panel or other individual coverage for *hospital* or medical treatment or expenses.

*Plan* does not include any:

1. Amounts of hospital indemnity insurance of \$200 or less per day;
2. Benefits for non-medical components of group long-term care policies;
3. School accident-type coverages;
4. Medicare supplement policies;
5. Medicaid policies and coverage under other governmental plans, unless permitted by law.

Each contract for coverage listed above is a separate plan. If a plan has two parts and Coordination of *Benefits* rules apply to one of the two, each of the parts is treated as a separate plan. The *benefits* provided by a plan include those that would have been provided if a *claim* had been duly made.

**Primary Plan/Secondary Plan.** Means the order of *benefit* determination rules which determine whether this plan is a "primary plan" or "secondary plan," when compared to the other plan covering the person.

When this *Plan* is primary, its *benefits* are determined before those of any other plan and without considering any other plan's *benefits*. When this *Plan* is secondary, its *benefits* are determined after those of another plan and may be reduced because of the primary plan's *benefits*.

- C. **Order of Benefit Determination Rules:** The primary plan pays or provides its *benefits* as if the secondary plan or plans did not exist. The order of *benefit* determination rules below determine which plan will pay as the primary plan. The primary plan that pays first pays without regard to the possibility that another plan may cover some expenses. A secondary plan pays after the primary plan and may reduce the *benefits* it pays so that payments from all group plans do not exceed 100% of the total allowable expense.

A plan that does not contain a Coordination of *Benefits* provision that is consistent with this section is always primary.

**Exception:** Group coverage designed to supplement a part of a basic package of *benefits* may provide that the supplementary coverage shall be excess to any other parts of the plan provided by the employer.

A plan may consider the *benefits* paid or provided by another plan in determining its *benefits* only when it is secondary to that other plan.

This *Plan* will not pay more than it would have paid had it been the primary plan. This *Plan* determines its order of *benefits* by using the first of the following that applies:

1. **Nondependent/Dependent:** The plan that covers the person other than a dependent, for example as an employee, subscriber, or retiree, is the primary plan; and the plan that covers the person as a dependent is the secondary plan.

**Exception:** If the person is a Medicare beneficiary and federal law makes Medicare:

- a. Secondary to the plan covering the person as a dependent; and
- b. Primary to the plan covering the person as a nondependent (e.g., a retired employee);

then the order is reversed, so the plan covering that person as a nondependent is secondary and the other plan is primary. The determination of primary and secondary payor when the other coverage is Medicare is based on Medicare status and regulations.

2. **Child Covered Under More Than One Plan:** The order of *benefits* when a child is covered by more than one plan is:

- a. The primary plan is the plan of the parent whose birthday is earlier in the year if:
  - The parents are married;
  - The parents are not separated (whether or not they ever have been married); or
  - A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.

If both parents have the same birthday, the plan that covered either of the parents for a longer time is primary.

- b. If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms; then that plan is primary. This rule applies to claim determination periods or plan years commencing after the plan is given notice of the court decree.
- c. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of *benefits* is the plan of the:
  - Custodial parent;
  - Spouse of the custodial parent;
  - Noncustodial parent; and then
  - Spouse of the noncustodial parent.
- d. For a child covered under more than one plan by persons who are not the parents of such child, the order of *benefits* shall be determined under paragraph 2.a of this section as if those persons were parents of such child.
- e. For a dependent child who has coverage under either or both parents' plans and who also has coverage as a dependent under a spouse's plan, the rule in paragraph 5 of this section applies. 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 in paragraph 2.a of this section to the dependent child's parent(s) and the dependent's spouse.

3. **Active/Inactive Employee:** The plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) is primary to a plan that covers the person as a laid off or retired employee (or as that

employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of *benefits*; then this rule is ignored. This rule does not apply if the rule under paragraph 1 can determine the order of *benefits*. For example: coverage provided to a person as a retired worker and as a dependent of an actively working spouse will be determined under the rule in paragraph 1.

4. **Continuation Coverage:** If a person whose coverage is provided under a right of continuation provided by the federal or state law is also covered under another plan, then:
- The plan covering the person as an employee, *covered person*, subscriber, or retiree (or as a dependent of an employee, *covered person*, subscriber, or retiree) is the primary plan.
  - The continuation coverage is the secondary plan.

If the other plan does not have this rule in paragraph 4; and if, as a result, the plans do not agree on the order of *benefits*; then this rule is ignored. This rule does not apply if the rule under paragraph 1 can determine the order of *benefits*.

5. **Longer/Shorter Length of Coverage:** The plan that covered the person as an employee, dependent or retiree for a longer time is primary.

- D. **The Effect on the Benefits of this Plan:** When this *Plan* is secondary, it may reduce its *benefits* at the time of processing, so that the total *benefits* paid or provided by all plans for each *claim* are not more than 100% of total allowable expenses for such *claim*. The reduction in this *Plan's* *benefits* is equal to the difference between:

- The *benefit* payments that this *Plan* would have paid had it been the primary plan; and
- The *benefit* payments that this *Plan* actually paid or provided.

When the *benefits* of this *Plan* are reduced as described above, each *benefit* is reduced in proportion to any applicable limit, such as a visit limit under this *Plan*.

- E. **Right to Receive and Release Information:** Certain facts about health care coverage and services are needed to apply Coordination of Benefit rules and to determine *benefits* payable under this *Plan* and other plans. The *TPA* may get the facts it needs from or give them to any other organization or person for the purpose of applying these rules and determining *benefits* payable under this *Plan* and other plans covering the person claiming *benefits*. The *TPA* need not tell, or get the consent of, any person to do this. Each person claiming *benefits* under this *Plan* must give the *Plan* any facts it needs to apply those rules and determine *benefits* payable.

- F. **Facility of Payment:** A payment made under another plan may have included an amount that should have been paid under this *Plan*. If it does, the *Plan* may pay that amount to the organization that made the payment. That amount will then be treated as though it was a *benefit* paid under this *Plan*. The *Plan* will not pay that amount again. The term "payment made" includes providing *benefits* in the form of services. In this case "payment made" means the reasonable cash value of the *benefits* provided in the form of services.

- G. **Right of Recovery:** If the *Plan* paid more than it should have paid, it may recover the excess from one or more of the following:

- The persons the *Plan* has paid or for whom it has paid; or
- Any other person or organization that may be responsible for the *benefits* or services provided under this *Plan* to the *covered person*.

The "amount of payments made" includes the reasonable cash value of any *benefits* provided in the form of services.

**H. Coordinating with Medicare:**

If a *provider* has accepted assignment of Medicare, this *Plan* determines allowable expenses based upon the amount allowed by Medicare. This *Plan's* allowable expenses for a *participating provider* is the lesser of (1) the amount that the *participating provider* has contractually agreed to accept as reimbursement in full for *covered services* or (2) the Medicare allowable amount. This *Plan's* allowable expenses for a *non-participating provider* is the lesser of (1) the *non-participating provider reimbursement value* or (2) the Medicare allowable amount. This *Plan* pays the difference between what Medicare pays and the *Plan's* allowable expenses.

**Renal Failure.** If you begin to have services related to renal failure, we request that you sign up for Medicare.

### **XIII. How to Submit a Bill if You Receive One for Covered Services**

**Timely Payment of Claims.** *Post-service claims* for *benefits* will be paid promptly upon receipt of an itemized bill and written proof of loss. All or any portion of any *benefits* provided by the *Plan* may be paid directly to the *provider* rendering the services. Payment will be made according to our coverage guidelines.

**Payment of Claims.** All or any portion of any *benefits* provided to *you* or on *your* behalf for *hospital*, nursing, medical or surgical services may, at the *Plan*'s option, be paid directly to the *hospital* or *provider* providing such services.

At the *Plan*'s option, all payments for *claims* may be made directly to the *provider* of medical services, the custodial parent or Wisconsin Department of Human Services rather than to the *covered employee*, for *claims incurred* by a child who is covered as a dependent of a *covered employee* who has legal responsibility for the dependent's medical care pursuant to a court order, provided we are informed of such order. This payment will discharge us from all further liability to the extent of the payment made. If the *covered person* who receives such services is deceased at the time of payment, the *Plan* may at our option pay the *provider* of medical services or the *covered person's* estate.

#### **A. Bills from Participating Providers**

When *you* present *your* identification card at the time of requesting services from *participating providers*, paperwork and submission of *post-service claims* relating to services will be handled for *you* by *your participating provider*. *You* may be asked by *your provider* to sign a form allowing *your provider* to submit *claims* on *your* behalf. If *you* receive an invoice or bill from *your provider* for services, simply return the bill or invoice to *your provider*, noting *your* enrollment in the *Plan*. *Your provider* will then submit the *post-service claim* under the *Plan* in accordance with the terms of its participation agreement. *Your claim* will be processed for payment according to the Employer's coverage guidelines. The *TPA* must receive *claims* within 365 calendar days after the date services were *incurred*, except in the absence of *your* legal capacity. *Claims* received after the deadline will be denied.

#### **B. Bills from Non-Participating Providers**

**Claim Submission.** *You* must submit a completed *claim* form in writing, together with an itemized bill for the services *incurred*, on the *claim* form provided and in accordance with the filing procedures for *post-service claims* outlined in the next section. The *TPA* must receive *claims* within 365 calendar days after the date services were *incurred*, except in the absence of *your* legal capacity. If the *Plan* is discontinued, the deadline for the receipt of *claims* is 180 calendar days. *Claims* received after the deadline will be denied. If *you* need *claim* forms, please contact Customer Service.

**Payment of Claims.** *Claims* for *benefits* will be paid promptly upon receipt of written proof of loss. *Benefits* which are payable periodically during a period of continuing loss will be paid on a periodic basis. All or any portion of any *benefits* provided by the *Plan* may be paid directly to the *provider* rendering the services. Payment will be made according to the Employer's coverage guidelines.

### **XIV. Initial Benefit Determinations of Post-Service Claims**

*Post-service claims* are claims that are filed for payment of benefits under the *Plan* after medical care has been received and submitted in accordance with the *post-service claim* filing procedures for the *Plan*.

If *your* attending *provider* submits a *post-service claim* on *your* behalf, the *provider* will be treated as *your* authorized representative under the *Plan* for purposes of such claim and associated appeals unless *you* provide the *TPA* with specific directions otherwise within ten business days from the *Plan Administrator's* notification that that an attending *provider* was acting as *your* authorized representative. *Your* direction will apply to any remaining appeals.

**Post-Service Claims.** The *TPA* will notify *you* of its decision on *your* claim as soon as possible, but not later than 30 days after the *Plan's* receipt of a *post-service claim*.

However, this period may be extended one time by an additional 15 days if the *TPA* determines that an extension is necessary due to matters beyond the *Plan's* control. The *TPA* will notify *you* of the extension prior to the end of the initial 30-day period, the circumstances requiring the extension, and the date by which the *TPA* expects to make a decision.

If the claim is an *incomplete claim*, the *TPA* may extend this time by an additional 15 days, provided that it notifies *you* that an extension is necessary and of the specific information needed prior to the end of the initial 30-day period. *You* will then have 45 days from the receipt of the notice to provide the requested information. Once the *TPA* receives the additional information, it will make a decision within the period of time equal to the 15-day extension in addition to the number of days remaining from the initial 30-day period. For example, if the *TPA's* notification was sent to *you* on the fifth day of the first 30-day period, the *TPA* would have a total of 40 days to make a decision on *your* claim following the receipt of the additional

information. Under no circumstances will the period for making a final determination on *your* claim exceed 90 days from the date the *TPA* received the *post-service claim*.

**Urgent Claims.** The *TPA* will notify *you* of our decision on *your* claim within 72 hours of receipt of an *urgent claim* or as soon as possible if *your* medical condition requires a shorter time frame. *You* or a *provider* with knowledge of *your* medical condition may submit the claim to the *TPA* by telephone, electronic facsimile (i.e. fax) or mail.

The *TPA* will determine whether a submitted claim is an *urgent claim*. This determination will be made on the basis of information provided by or on behalf of *you*. In making this determination, the *TPA* will exercise its judgment with deference to the judgment of a *provider* with knowledge of *your* medical condition. As a result, the *TPA* may require *you* to clarify the medical urgency and circumstances that support the *urgent claim* for expedited decision-making.

If the claim is an *incorrectly filed claim*, the *TPA* will notify *you* of the failure to follow the proper procedures as soon as possible, but not later than 24 hours following receipt of the *incorrectly filed claim*. Such notification will explain the reason why the request failed and the proper procedures for filing an *urgent pre-service claim*.

If the claim is an *incomplete claim*, the *TPA* will notify *you* of the specific information needed as soon as possible, but no later than 24 hours after we receive the *incomplete claim*. *You* will then have 48 hours from the receipt of the notice to provide the *TPA* with the requested information. The *TPA* will notify *you* of its decision as soon as possible, but not later than 48 hours after the earlier of: (a) the *TPA*'s receipt of the additional information; or (b) the end of the period of time provided to submit the additional information.

## Claim Decisions

If benefits are payable on charges for services covered under this *SPD*, the *Plan* will pay such benefits directly to the *provider* providing such services, unless *you* advise the *TPA* in writing prior to payment that *you* have already paid the charges and submitted paid receipts. The *TPA* will send *you* written notice of the benefits paid on *your* behalf. If *you* have already paid the charges and are seeking reimbursement from the *Plan*, payment of such benefits will be made directly to *you*.

If the claim is denied in whole or in part, *you* will receive a written notice from *us* within the time frames described in this *SPD*. However, notices of *adverse benefit determinations* involving an *urgent claim* may be provided to *you* verbally within the time frames described above for expedited claim decisions. If verbal notice is given under such circumstances, then written notification will be provided to *you* no later than 3 days after the verbal notification.

A denial notice will state the specific reason or reasons for the *adverse benefit determination*, the specific *SPD* provisions on which the determination is based, and a description of the internal and external review procedures and associated timelines. The notice will include a description of any additional material or information necessary for *you* to perfect the claim and an explanation of why such material or information is necessary.

The denial notice will also disclose any internal rule, guideline, protocol or other similar criterion that was relied upon in making the *adverse benefit determination*. A copy of such internal rule, guideline, protocol, or other similar criterion will be provided to *you*, free of charge, upon request.

If the *adverse benefit determination* is based on the definition of *medically necessary* or *investigative*, the denial notice will include an explanation of the scientific or clinical judgment for the determination applying the terms of this *SPD* to *your* medical circumstances. Alternatively, the denial notice will include a statement that such explanation will be provided, free of charge, upon *your* request.

*You* also have the right to request, free of charge, the diagnosis code with its corresponding meaning and the treatment code with its corresponding meaning along with copies of all documents, records, and other information relevant to *your* claim for benefits.

## XV. Internal Grievance and Appeals Procedures

### General Grievance Information

Situations might occasionally arise when *you* question or are unhappy with the *TPA*'s claim decision or some aspect of service that *you* received from *us*. The *TPA* can resolve most of *your* concerns without *you* having to file a *grievance*. Therefore, before filing a *grievance*, we urge *you* to speak with our Customer Service Department to try to resolve any problem, question, or concern that *you* have by calling the telephone number on *your* identification card and the inside cover of this *SPD*. A customer service representative will record *your* information and *your* proposed resolution and consider all information that we have about *your* concern. If necessary, he/she will then discuss the matter with a supervisor in our Customer Service Department.



The *Plan* will respond to *your* proposed resolution in writing by sending *you* a letter or an Explanation of Benefits that explains the actions we have taken to resolve the matter. If the matter cannot be informally resolved, *you* have the right to file a *grievance* in writing with our *Grievance/Appeal* Committee in accordance with the procedure described below.

*You* also have the right to appeal an *adverse benefit determination* by filing a *grievance*. The *grievance* procedures described below are the only means through which an *adverse benefit determination* may be appealed.

## **Grievance Procedures**

To file a *grievance*, *you* should write down the concerns, issues, and comments *you* have about the *Plan's* services within 180 days of receipt of the benefit determination and mail, fax, or deliver the written *grievance* along with copies of any supporting documents to our *Grievance/Appeal* Department at the address shown below:

Aspirus Health Plan, Inc.  
Attention: Grievance Coordinator  
P.O. Box 1062  
Minneapolis, MN 55440  
Fax: 763.847.4010

*Your grievance* must be in writing as the *Plan* cannot accept telephone requests for a *grievance*. Please deliver, fax, or mail *your grievance* to us at the address shown above.

For example, if the *Plan* denied benefits for *your* claim because it determined that a *health care service* provided to *you* was not *medically necessary* and/or *investigative*, please send to the *Plan* all additional medical information (including copies of *your provider's* medical records) that shows why the *health care service* was *medically necessary* and/or not *investigative* under this *SPD*.

Any *grievance* filed by *your provider* regarding a *prescription drug* or a durable medical equipment or other medical device should present medical evidence demonstrating the medical reason(s) why the *Plan* should make an exception to cover and pay benefits for that *prescription drug*, durable medical equipment or medical device that is not covered under this *SPD*.

The *Plan* will acknowledge its receipt of *your grievance* by delivering, faxing, or mailing *you* an acknowledgment letter within five business days of the *Plan's* receipt of the *grievance*. If *you* do not receive this acknowledgement, please contact Customer Service using the telephone number on *your* identification card and the inside of this *SPD*.

As soon as reasonably possible after the *Plan* receives *your grievance*, our *Grievance/Appeal* Department will review the information *you* provided and consider *your* proposed resolution in the context of any information we have available about the applicable terms, conditions, and provisions of this *SPD*. If the *Plan* agrees with *your* proposed resolution, we will notify *you* by sending a letter explaining our subsequent claims processing action or administrative action that resolves the matter to *your* satisfaction. If the *Plan's* *Grievance/Appeal* Department upholds the original claims processing or administrative decision that *you* challenged, the *grievance* will be automatically forwarded to the *Plan's* *Grievance/Appeal* Committee (the "Committee") for its review and decision in accordance with the *grievance* procedure explained further below.

*You* have the right to submit written questions/comments, documents, records, evidence, testimony, and other information relating to the claim for benefits that is the subject of *your grievance* to the Committee. The Committee will review *your grievance* and all relevant documents pertaining to the *grievance* without regard to whether such information was submitted or considered in the initial *adverse benefit determination*.

For decisions regarding medical judgment, the Committee will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional will not be the same individual who was consulted regarding the initial *adverse benefit determination* or a subordinate of such individual. *You* have the right to request, free of charge, the identity of the health care professional whose advice we obtained in connection with the *adverse benefit determination*, regardless of whether such advice was relied upon in making a decision.

In addition, *you* have the right to request, free of charge, access to and copies of all documents, records, and other information relevant to *your grievance*. Furthermore, as part of providing an opportunity for a full and fair review, the *Plan* will provide *you* with any new or additional evidence considered, relied upon, or generated by the *Plan* in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a final *adverse benefit determination* is required to be provided to *you* for purposes of providing *you* a reasonable opportunity to respond prior to that date.

Before a final *adverse benefit determination* is made based on a new or additional rationale, the *Plan* will provide *you*, free of charge, with the rationale. Such rationale will be provided as soon as possible and sufficiently in advance of the date on

which the notice of final *adverse benefit determination* is required to be provided to *you* for purposes of providing *you* with a reasonable opportunity to respond prior to that date.

In the event the new or additional evidence is received so late that it would be impossible to provide it to *you* in time for *you* to have a reasonable opportunity to respond, then the deadline for providing a notice of final *adverse benefit determination* is tolled until such time is reasonable for providing *you* an opportunity to respond. After *you* respond or have had a reasonable opportunity to respond but fail to do so, the *Plan* will notify *you* of its final decision as soon as it reasonably can, taking into account any medical exigencies.

For a *grievance* that is not also an *adverse benefit determination*, the *Plan* will mail *you* a letter explaining our decision within 30 days. However, this period may be extended one time by an additional 30 days if we determine that an extension is necessary. The *Plan* will notify *you* of the extension prior to the end of the initial 30-day period, the circumstances requiring the extension, and the date by which we expect to make a decision.

For a *grievance* that is also an *adverse benefit determination*, the *Plan* will notify *you* of its final decision as soon as possible, but not later than as follows:

**Pre-Service Claims.** The *Plan* will notify *you* of its final decision as soon as possible, but not later than 30 days after receipt of *your grievance* for a *pre-service claim*.

**Post-Service Claims.** The *Plan* will notify *you* of its final decision as soon as possible, but not later than 30 days after receipt of *your grievance* for a *post-service claim*.

**Concurrent Care.** The *Plan* will notify *you* of its final decision to reduce or terminate an initially approved course of treatment before the proposed reduction or termination takes place. The *Plan* shall decide the appeal of a denied request to extend any *concurrent care decision* in the appeal time frame for a *pre-service claim*, *urgent claim*, or a *post-service claim*, as appropriate to the request.

**Expedited Grievances.** The *Plan* will notify *you* of its final decision as soon as possible, but not later than 72 hours after receipt of the *expedited grievance*. An *expedited grievance* includes an appeal of an *urgent claim*.

### **Expedited Grievance Procedure**

To file an *expedited grievance*, *you* or *your provider* must submit the concerns, issues, and comments underlying *your grievance* to the *Plan* verbally via telephone or in writing via mail, email, or fax using the contact information below. If *you* contact the *Plan* initially by phone, *you* will need to submit copies of any supporting documents via mail, email, or fax:

Aspirus, Inc.  
Attention: Grievance Coordinator  
P.O. Box 1062  
Minneapolis, MN 55440  
1-866.631.5404 (toll-free)  
Fax: 763.847.4010

For example, if the *Plan* denied benefits because it determined that a *health care service* provided to *you* was not *medically necessary*, please send *us* all additional medical information, including sending the *Plan* copies of *your provider's* medical records, that *you* believe shows that the *health care service* is *medically necessary*.

Any *expedited grievance* filed by *your provider* regarding a *prescription drug* or durable medical equipment or a medical device should present medical evidence demonstrating the medical reason(s) why the *Plan* should make an exception to cover and pay benefits for that *prescription drug*, durable medical equipment or medical device that is not covered under this *SPD*.

As soon as reasonably possible following the *Plan's* receipt of the *expedited grievance*, our *Grievance/Appeal Department* will review the *expedited grievance*. If the *Plan* agrees with the proposed resolution of this matter, it will contact *you* by phone or fax to explain the *Plan's* decision and then follow up with either a letter or an *Explanation of Benefits* form explaining how the *Plan* resolved *your expedited grievance*. If the *Grievance/Appeal Department* upholds the *Plan's* original claims processing decision or administrative decision that *you* disputed, the *expedited grievance* will be automatically forwarded to the *Plan's Grievance/Appeal Committee* (the "Committee") for its review and decision in accordance with the procedure explained below. Under no circumstances will the time frame exceed the time period discussed below.

*You* have the right to submit written questions/comments, documents, records, evidence, testimony, and other information relating to the claim for benefits that is the subject of *your expedited grievance*. The *Committee* will review *your expedited grievance* and all relevant documents pertaining to it without regard to whether such information was submitted or considered in the initial *adverse benefit determination*.

For decisions regarding medical judgment, the Committee will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional will not be the same individual who was consulted regarding the initial *adverse benefit determination* or a subordinate of such individual. *You* have the right to request, free of charge, the identity of the health care professional whose advice we obtained in connection with the *adverse benefit determination*, regardless of whether such advice was relied upon in making a decision.

In addition, *you* have the right to request, free of charge, access to and copies of all documents, records, and other information relevant to *your expedited grievance*. Furthermore, as part of providing an opportunity for a full and fair review, we will provide *you* with any new or additional evidence considered, relied upon, or generated by the *Plan* in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a final *adverse benefit determination* is required to be provided to *you* for purposes of providing *you* a reasonable opportunity to respond prior to that date.

Before a final *adverse benefit determination* is made based on a new or additional rationale, the *Plan* will provide *you*, free of charge, with the rationale. Such rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of final *adverse benefit determination* is required to be provided to *you* for purposes of providing *you* with a reasonable opportunity to respond prior to that date.

In the event the new or additional evidence is received so late that it would be impossible to provide it to *you* in time for *you* to have a reasonable opportunity to respond, then the deadline for providing a notice of final *adverse benefit determination* is tolled until such time is reasonable for providing *you* an opportunity to respond. After *you* respond, or have had a reasonable opportunity to respond but fail to do so, the *Plan* will notify *you* of its final decision as soon as it reasonably can, taking into account all medical exigencies.

As expeditiously as *your* medical condition requires, but not later than 72 hours after the *Plan's* receipt of the *expedited grievance*, the Grievance/Appeal Department will contact *you* by phone or fax to explain the Committee's rationale and decision. Not later than 3 days following, the Committee will then mail a detailed decision letter containing all information required by law. The letter will be mailed to the person who filed the *expedited grievance* using the United States Postal Service.

A notice of a final *adverse benefit determination* will state the specific reason or reasons for the final *adverse benefit determination*, the specific *SPD* provisions on which the determination is based, and a description of the external review procedures and associated timelines. The notice will include a description of any additional material or information necessary for *you* to perfect the claim and an explanation of why such material or information is necessary.

The denial notice will also disclose any internal rule, guideline, protocol or other similar criterion that was relied upon in making the final *adverse benefit determination*. A copy of such internal rule, guideline, protocol, or other similar criterion will be provided to *you*, free of charge, upon request.

If the final *adverse benefit determination* is based on the definition of *medically necessary* or *investigative*, then the denial notice will provide *you* with either an explanation of the scientific or clinical judgment for the determination applying the terms of this *SPD* to *your* medical circumstances or a statement that such explanation will be provided, free of charge, upon *your* request.

*You* also have the right to request, free of charge, the diagnosis code with its corresponding meaning and the treatment code with its corresponding meaning along with copies of all documents, records, and other information relevant to *your* claim for benefits.

The *Plan* will retain its records of the *expedited grievance* for at least six years after the *Plan* sends *you* notice of the *Plan's* final decision.

*You* have the right to request, free of charge, copies of all documents, records, and other information relevant to *your expedited grievance* by sending a written request to the address listed above.

If the *Plan* continues to deny the payment, coverage, or service requested, or if *you* do not receive a timely decision, *you* may be entitled to request an independent external review.

## **Final Claim Decisions**

A notice of a final *adverse benefit determination* will state the specific reason or reasons for the final *adverse benefit determination*, the specific *SPD* provisions on which the determination is based, and a description of the external review procedures and associated timelines. The notice will include a description of any additional material or information necessary for *you* to perfect the claim and an explanation of why such material or information is necessary.

The denial notice will also disclose any internal rule, guideline, protocol or other similar criterion that was relied upon in making the final *adverse benefit determination*. A copy of such internal rule, guideline, protocol, or other similar criterion will be provided to *you*, free of charge, upon request.

If the final *adverse benefit determination* is based on the definition of *medically necessary* or *investigative*, then the denial notice will provide *you* with either an explanation of the scientific or clinical judgment for the determination applying the terms of the *SPD* to *your* medical circumstances or a statement that such explanation will be provided, free of charge, upon *your* request.

*You* also have the right to request, free of charge, the diagnosis code with its corresponding meaning and the treatment code with its corresponding meaning along with copies of all documents, records, and other information relevant to *your* claim for benefits.

The *Plan* will retain its records of the *grievance* or *expedited grievance* for at least six years after the *Plan* sends *you* notice of its final decision.

*You* have the right to request, free of charge, copies of all documents, records, and other information relevant to *your grievance* or *expedited grievance* by sending a written request to the address listed above.

If the *Plan* continues to deny the payment, coverage, or service requested, or if *you* do not receive a timely decision, *you* may be entitled to request an independent external review.

## **XVI. External Review Process**

*You* may be entitled to an independent external review by an Independent Review Organization (IRO) if *you* have received an *investigative* treatment determination, *adverse determination* or a *rescission* of coverage determination.

In general, *you* must complete all *grievance/appeal* options described above before requesting an independent external review. This includes waiting for the *Plan's* determination on *your grievance/appeal*. However, if we agree with *you* that the matter should proceed directly to independent review, or if *you* need immediate medical treatment and believe that the time period for resolving an internal *grievance* will cause a delay that could jeopardize *your* life or health, *you* may ask to bypass the *Plan's* internal *grievance* process. In these situations, *your* request will be processed on an expedited basis.

If *you* or *your* authorized representative wish to file a request for an independent external review, *your* request must be submitted in writing to the address listed below and received within four months of the decision date of *your grievance*.

Aspirus, Inc.  
Attention: Grievance Coordinator  
P.O. Box 1062  
Minneapolis, MN 55440  
Fax: 763.847.4010

*Your* request for an independent external review must include:

1. *Your* name, address and telephone number;
2. An explanation of why *you* believe that the treatment should be covered;
3. Any additional information or documentation that supports *your* position;
4. If someone else is filing on *your* behalf, a statement signed by *you* authorizing that person to be *your* representative; and
5. Any other information we request.

Within five days of the *Plan's* receipt of *your* request, an accredited IRO will be assigned to *your* case through an unbiased random selection process. The assigned IRO will send *you* a notice of acceptance within one business day of receipt, advising *you* of *your* right to submit additional information within ten business days of *your* receipt of the notice from the IRO. The assigned IRO will also deliver a notice of the final external review decision in writing to *you* and the *Plan* within 45 calendar days of their receipt of the request. Some of the information *you* provide to the IRO may be shared with appropriate regulatory authorities.

The IRO's medical director or other medical professional will review *your* request and decide if an immediate review is needed. If so, it will review *your* dispute on an expedited basis and make a decision within 72 hours. If the IRO decides that *your* medical condition does not require its immediate review of *your* dispute, it will notify *you* that *you* must first complete our internal *grievance* and appeals process.

Unless *your* case involves the rescission of this *COC*, the IRO's decision is binding for both *you* and the *Plan*. *You* are not responsible for costs associated with the independent external review.

### **How to File a Complaint with the Wisconsin Office of the Commissioner of Insurance**

*You* may resolve *your* problem by taking the steps outlined in the sections of *your SPD* entitled "Internal *Grievance* and Appeals Procedures" or "External Review Process".

*You* or someone on *your* behalf may also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint at any time.

*You* can file a complaint electronically with the Office of the Commissioner of Insurance at its website at <http://oci.wi.gov/>, or by writing to:

Office of the Commissioner of Insurance  
Complaints Department  
P. O. Box 7873  
Madison, WI 53707-7873

Or *you* may reach the Office of the Commissioner of Insurance by calling 1-800-236-8517 outside of Madison, Wisconsin or 608-266-0103 from within Madison, Wisconsin to request a complaint form.

## **XI. If You Have a Complaint**

If the complaint involves issues relating to quality of health care rendered by a *participating provider*, you should also attempt to discuss the quality of care issues with the *provider*. You may also direct any questions or complaints to Customer Service. When Customer Service is contacted, the representative will assist you in trying to resolve the complaint with the *provider* on an informal basis. The representative will also document the complaint. If these discussions are not satisfactory, you may submit a written complaint to the *Plan Administrator*. However, the *Plan* is not responsible for the quality of care rendered by a *participating provider*.

## **XII. No Guarantee of Employment or Overall *Benefits***

The adoption and maintenance of this *Plan* does not guarantee or represent that the *Plan* will continue indefinitely with respect to any class of employees and shall not be deemed to be a contract of employment between the Employer and any *covered employee*. Nothing contained herein shall give any *covered employee* the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any *covered employee*, at any time, nor shall it give the Employer the right to require any *covered employee* to remain in its employ or to interfere with the *covered employee's* right to terminate employment at any time not inconsistent with any applicable employment contract. Nothing in this *Plan* shall be construed to extend *benefits* for the lifetime of any *covered person* or to extend *benefits* beyond the date upon which they would otherwise end in accordance with the provisions of the *Plan* or any *benefit* description.

## XVIII. Definitions

<i>Activities of Daily Living</i>	<i>Eating, toileting, transferring, bathing, dressing, walking, and continence.</i>
<i>Acute Care Facility</i>	A facility that provides care to <i>you</i> when <i>you</i> are in the acute phase of a <i>sickness</i> or <i>injury</i> and will probably have a stay of less than 30 calendar days.
<i>Adverse Determination</i>	<p>A determination by the <i>Plan</i> to which all of the following apply:</p> <ol style="list-style-type: none"><li>1. The <i>TPA</i> has reviewed admission to a health care facility, the availability of care, the continued stay or other treatment;</li><li>2. Based on the information provided, the treatment does not meet the <i>Plan's</i> requirements for <i>medical necessity</i>, appropriateness, health care setting, level of care, or effectiveness; and</li><li>3. Based on the information provided, we reduced, denied or terminated the treatment or payment of the <i>treatment</i>.</li></ol> <p>An <i>adverse determination</i> also includes the denial of a prior authorization request for <i>health care services</i> from a <i>non-participating provider</i>. The right to an independent external review applies only when <i>you</i> feel the <i>non-participating provider's</i> clinical expertise is <i>medically necessary</i> and the expertise is not available from a <i>participating provider</i>.</p>
<i>Affordable Care Act</i>	The federal Patient Protection and Affordable Care Act, Public Law 111-148, as amended, including the federal Health Care and Education Reconciliation Act of 2010, Public Law 111-152, and any amendments to, and any federal guidance and regulations issued under these acts.
<i>Ancillary Services</i>	<p>Subject to changes made by the U.S. Department of Health and Human Services, ancillary services are, with respect to a <i>hospital</i> or ambulatory surgical center, which is a <i>participating provider</i>:</p> <ol style="list-style-type: none"><li>(A) <i>health care services</i> related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a <i>physician</i> or <i>non-physician</i> practitioner, and <i>health care services</i> provided by assistant surgeons, hospitalists, and intensivists;</li><li>(B) diagnostic services (including radiology and laboratory services);and</li><li>(C) <i>health care services</i> provided by a <i>non-participating provider</i> if there is no <i>participating provider</i> who can furnish such <i>health care services</i> at such <i>hospital</i> or ambulatory surgical center.</li></ol>
<i>Aspirus Health Plan</i>	<i>Aspirus Health Plan, Inc.</i> , which is a <i>third party administrator (TPA)</i> providing administrative services to <i>your</i> Employer in connection with the operation of the <i>Plan</i> .
<i>Attending Health Care Professional</i>	The health care professional providing care within the scope of the professional's practice and with primary responsibility for the care provided to <i>you</i> . <i>Attending health care professional</i> shall include only <i>physicians</i> ; chiropractors; <i>dentists</i> ; mental health professionals; podiatrists; and advanced practice nurses.
<i>Bariatric Surgery</i>	Surgery and related expenses for the treatment of obesity.
<i>Bathing</i>	Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
<i>Benefits</i>	The <i>health care services</i> covered under the <i>Plan</i> as approved by the <i>Plan Administrator</i> as <i>covered services</i> , as explained in this <i>SPD</i> and any amendments.
<i>Biofeedback</i>	The technique of making unconscious or involuntary bodily processes (such as heartbeat or brain waves) perceptible to the senses in order to manipulate them by conscious mental control.
<i>Bone Anchored Hearing Aid</i>	A surgically implantable system for treatment of hearing loss that works through direct bone conduction.

<i>Calendar Year</i>	The 12-month period beginning January 1 and ending the following December 31.
<i>Claim</i>	A request for <i>benefits</i> made by a <i>covered person</i> or the <i>covered person's</i> authorized representative in accordance with the procedures described in this <i>SPD</i> .
<i>Clinical Trial</i>	<p>A phase I, phase II, phase III, or phase IV <i>clinical trial</i> that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition. A life-threatening condition means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted. The <i>clinical trial</i> must meet one of the following:</p> <ol style="list-style-type: none"> <li>1. Federally-funded <i>clinical trial</i> in which the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following: <ol style="list-style-type: none"> <li>a. National Institutes of Health.</li> <li>b. Centers for Disease Control and Prevention.</li> <li>c. Agency for Health Care Research and Quality.</li> <li>d. Centers for Medicare &amp; Medicaid Services.</li> <li>e. Cooperative group or center of any of the entities described in paragraphs a through d above or the Department of Defense or the Department of Veterans Affairs.</li> <li>f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.</li> <li>g. If the clinical study or investigation is conducted by the Department of Veterans Affairs, Department of Defense, or the Department of Energy, has been reviewed and approved through a system of peer review that the Secretary of the Department of Health and Human Services has determined to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and there has been an unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.</li> </ol> </li> <li>2. A study or investigation conducted under an investigational new drug application reviewed by the FDA.</li> <li>3. The study or investigation is a drug trial that is exempt from having an investigational new drug application.</li> </ol>
<i>Cochlear Implant</i>	An implantable instrument or device that is designed to enhance hearing.
<i>Coinsurance</i>	A portion of <i>eligible charges</i> that is paid by <i>you</i> and a separate portion that is paid by the <i>Plan</i> for <i>covered services</i> and supplies. <i>Your coinsurance</i> is a percentage of those <i>eligible charges</i> that are the 1) discounted charges that are negotiated with the <i>participating provider</i> and calculated at the time the <i>claim</i> is processed; 2) the <i>non-participating provider reimbursement value</i> , or 3) the amount <i>you</i> must pay after satisfying <i>your deductible</i> for <i>emergency services</i> provided by a <i>non-participating provider</i> .
<i>Combination Drugs</i>	A <i>prescription drug</i> in which two or more chemical entities are combined into one commercially available dosage form.
<i>Compounded Drugs</i>	Customized medications prepared by a pharmacist from scratch using raw chemicals, powders and devices according to a <i>physician's</i> specifications to meet <i>your</i> needs.
<i>Concurrent Care Decision</i>	A decision by us to reduce or terminate <i>benefits</i> otherwise payable for a course of treatment that has been approved by us or a decision with respect to a request by <i>you</i> to extend a course of treatment beyond the period of time or number of treatments that has been approved by us.
<i>Confinement</i>	An uninterrupted stay of 24 hours or more in a <i>hospital</i> , <i>skilled nursing facility</i> , rehabilitation facility, or licensed <i>residential treatment facility</i> .



<i>Continence</i>	Ability to maintain control of bowel and bladder function, or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for catheter or colostomy bag.
<i>Continuing Care Patient</i>	<p><i>Continuing care patient</i> means a <i>covered person</i> who is:</p> <ol style="list-style-type: none"> <li>1. Undergoing a course of treatment for a <i>serious and complex condition</i> from a <i>participating provider</i>;</li> <li>2. Undergoing a course of institutional or inpatient care from a <i>participating provider</i>;</li> <li>3. Scheduled to undergo nonelective surgery from a <i>participating provider</i>, including receipt of postoperative care from such <i>participating provider</i> with respect to such a surgery;</li> <li>4. Pregnant and undergoing a course of treatment for the pregnancy from <i>participating provider</i>; or</li> <li>5. Was determined to be terminally ill (i.e. <i>you</i> have received a medical prognosis that <i>your</i> life expectancy is 6 months or less) and is receiving treatment for such illness from <i>participating provider</i>.</li> </ol>
<i>Contribution</i>	The payment <i>your</i> Employer requires to be paid on behalf of or for <i>covered persons</i> for the provision of <i>covered services</i> . <i>Your</i> Employer will inform <i>you</i> of <i>your</i> share, if any, of the <i>contribution</i> that must be paid or reimbursed by <i>you</i> to the Employer.
<i>Convenience Care Center</i>	A health care clinic whose primary purpose is to provide immediate treatment for the diagnosis of minor conditions.
<i>Copayment</i>	The fixed amount of <i>eligible charges</i> <i>you</i> must pay to the <i>provider</i> for covered <i>health care services</i> received. The <i>copayment</i> may not exceed the charge billed for the covered <i>health care services</i> .
<i>Correctly Filed Claim</i>	A claim that includes: 1) the completed claim forms that the <i>TPA</i> requires; 2) the actual itemized bill for each <i>health care service</i> ; and 3) all other information that the <i>TPA</i> needs to determine the <i>Plan</i> 's liability to pay benefits under this <i>SPD</i> , including but not limited to medical records and reports.
<i>Cosmetic</i>	Services and procedures that improve physical appearance but do not correct or improve a physiological function and are not <i>medically necessary</i> .
<i>Covered Dependent</i>	A <i>covered employee</i> 's eligible spouse or child(ren) as described in the "Eligibility, Enrollment, and <i>Effective Date</i> " section who is enrolled under the <i>Plan</i> .
<i>Covered Employee</i>	<p>The person:</p> <ol style="list-style-type: none"> <li>1. On whose behalf <i>contribution</i> is paid; and</li> <li>2. Whose employment is the basis for membership; and</li> </ol> <p>Who is enrolled under the <i>Plan</i>.</p>
<i>Covered Person</i>	A <i>covered employee</i> or <i>covered dependent</i> .
<i>Covered Services</i>	<i>Health care services</i> provided by <i>your</i> licensed <i>provider</i> or clinic and covered by the <i>Plan</i> , subject to all of the terms, conditions, limitations and exclusions of the <i>Plan</i> .
<i>Custodial Care</i>	Services to assist in <i>activities of daily living</i> and personal care that do not seek to cure or do not need to be provided or directed by a skilled medical professional, such as assistance in walking, <i>bathing</i> , and <i>eating</i> .
<i>Deductible</i>	The amount of <i>eligible charges</i> that <i>you</i> must <i>incur</i> and pay in a <i>calendar year</i> before the <i>Plan</i> will pay <i>benefits</i> .
<i>Dental Specialist</i>	A <i>dentist</i> board eligible or certified in the areas of endodontics, <i>oral surgery</i> , orthodontics, pedodontics, periodontics, and prosthodontics.
<i>Dentist</i>	A licensed doctor of dental surgery or dental medicine, lawfully performing dental services in accordance with governmental licensing privileges and limitations.

<i>Designated Transplant Network Provider</i>	Any licensed <i>hospital</i> , health care <i>provider</i> , group or association of health care <i>providers</i> that satisfies the quality, outcome, and accessibility needs of the <i>Plan</i> and its <i>covered persons</i> , and has contracted to participate as a designated transplant <i>provider</i> in the specific <i>participating provider</i> network designated by the <i>Plan</i> to provide <i>benefits</i> for organ or bone marrow transplant or stem cell support and all related services and aftercare for <i>you</i> .
<i>Dressing</i>	Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
<i>Eating</i>	Feeding oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by a feeding tube or intravenously.
<i>Educational</i>	A service or supply: (1) that is primarily intended to provide training in the <i>activities of daily living</i> , instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for learning disabilities; or (2) that is provided to promote development beyond any level of function previously demonstrated, except in the case of a child with congenital, developmental, or medical conditions that have significantly delayed speech or motor development as long as progress is being made towards functional goals set by the attending <i>physician</i> .
<i>Effective Date</i>	The date <i>your</i> coverage under this <i>SPD</i> is effective, which depends on the date that <i>you</i> timely complete all applicable enrollment requirements imposed by the <i>Plan Administrator</i> .
<i>Eligible Charges</i>	Charges for <i>health care services</i> , subject to all of the terms, conditions, limitations and exclusions of the <i>Plan</i> and for which the <i>Plan</i> or <i>you</i> will pay.
<i>Eligible Retiree</i>	A retired <i>covered employee</i> (and <i>covered dependents</i> of such retired <i>covered employee</i> ), who upon retirement is eligible for coverage under the <i>Plan</i> , as determined by the <i>Plan Administrator</i> .
<i>Emergency (Also Emergency Medical Condition)</i>	1. See definition of <i>emergency medical condition</i> .
<i>Emergency Department of a Hospital</i>	A <i>hospital</i> outpatient department that provides <i>emergency services</i> .
<i>Emergency Medical Condition (Also Emergency)</i>	A medical condition, including a mental health condition or substance use disorder, manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: <ol style="list-style-type: none"> <li>i. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;</li> <li>ii. serious impairment to bodily functions; or</li> <li>iii. serious dysfunction of any bodily organ or part.</li> </ol>

## *Emergency Services*

- i. With respect to an *emergency medical condition*:
  - I. A medical screening examination that is within the capability of the *emergency department of a hospital* or of an *independent freestanding emergency department*, as applicable, including ancillary services routinely available to the emergency department to evaluate such *emergency medical condition*; and
  - II. Within the capabilities of the staff and facilities available at the *hospital* or the *independent freestanding emergency department*, as applicable, such further medical examination and treatment to *stabilize* the patient (regardless of the department of the *hospital* in which such further examination or treatment is furnished).
- ii. Inclusion of additional services:
  - I. Unless each of the conditions described in subclause (II) are met, items and services:
    - a. Which are *covered services*; and
    - b. That are furnished by a *non-participating provider* or non-participating emergency facility (regardless of the department of the *hospital* in which such items or services are furnished) after *you* are *stabilized* and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in clause (i) are furnished.
  - II. Conditions. If *you* are *stabilized* and furnished additional items and services described in subclause (I) after such stabilization by a provider or facility described in subclause (I), the conditions are the following:
    - a. Such provider or facility determines *you* are able to travel using nonmedical transportation or nonemergency medical transportation.
    - b. Such provider furnishing such additional items and services satisfies the notice and consent criteria required by federal law with respect to such items and services.
    - c. *You* are in a condition to receive the information provided in the notice and to provide informed consent, in accordance with applicable federal and state law.
    - d. Any other conditions required by law, such as conditions relating to coordinating care transitions to *participating providers* and facilities.

## *Essential Health Benefits*

The categories of services that qualified health plans are required to cover, as defined and required by the *Affordable Care Act*. The *benefits* covered by this *SPD* may include some *essential health benefits*, but this *SPD* is not and is not intended to be a qualified health plan and does not, and is not required to, cover all *essential health benefits*.

## *Fee Schedule*

The amount that the *participating provider* has contractually agreed to accept as reimbursement in full for *covered services* and supplies. This contracted amount may be less than the *provider's* usual charge for the service.

If *health care services* are delivered to *you* via telemedicine by a distant site *participating provider*, the *Plan* will reimburse such *participating provider* on the same basis and using the same *fee schedule* as would apply if the *covered services* had been delivered in person by the distant site *participating provider*.

## *Formulary*

A list, which may change from time to time, of *prescription drugs* which we in our sole discretion, after consideration of recommendations from our Pharmacy and Therapeutics Quality Management Subcommittee, have established for use by the *Plan*.

<i>Full-Time Student Returning from Military Duty</i>	<p>A child of a <i>covered employee</i> who meets all of the following criteria:</p> <ol style="list-style-type: none"> <li>1. The child was called to federal active duty in the national guard or in a reserve component of the U.S. armed forces while the child was attending, on a full-time basis, an institution of higher education;</li> <li>2. The child was under the age of 27 when called to federal active duty;</li> <li>3. Within 12 months after returning from federal active duty, the child returned to an institution of higher education on a full-time basis, regardless of age; and</li> <li>4. The child must: (1) attend an accredited school for the number of credits, hours, or courses required by the school to be considered a full-time student; (2) attend two or more accredited schools for credits toward a degree, which, when combined equals full-time status at one of the schools; or (3) participate in either an internship or student teaching during the last semester of school prior to graduation, if the internship or student teaching is required for his/her degree. The child continues to be a full-time student during periods of vacation or between term periods established by the school.</li> </ol>
<i>Grievance</i>	<p>Any dissatisfaction with the <i>Plan</i> or the <i>TPA's</i> administration of <i>your SPD</i> that <i>you</i> express to the <i>Plan</i> in writing. For example, <i>you</i> might file a <i>grievance</i> about the <i>TPA's</i> provision of services, the <i>Plan's</i> determination to reform or rescind a policy, the <i>Plan's</i> determination of a diagnosis or level of service required for evidence-based treatment of autism spectrum disorders, or the <i>TPA's</i> claims practices.</p>
<i>Habilitative Therapy</i>	<p>Health care services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.</p>
<i>Health Care Services</i>	<p>Medical or behavioral services including pharmaceuticals, devices, technologies, tests, treatments, therapies, supplies, procedures, hospitalizations, or <i>provider</i> visits.</p>
<i>Hearing aid</i>	<p>Any externally wearable instrument or device designed or offered for the purpose of aiding or compensating for impaired human hearing and any parts, attachments, or accessories of such an instrument or device, except its batteries and cords.</p>
<i>Home Care</i>	<p><i>Health care services</i> provided directly to <i>you</i> in <i>your</i> home under a written plan that meets the following criteria: (1) the plan is developed by <i>your attending health care professional</i>; (2) the plan is approved by <i>your attending health care professional</i> in writing; (3) the plan is reviewed by <i>your attending health care professional</i> every two months (or less frequently if <i>your provider</i> believes and we agree that less frequent reviews are enough); and (4) <i>home care</i> is provided or coordinated by a home health agency or certified rehabilitation agency that is licensed by the Wisconsin Department of Health Services or certified by Medicare.</p>
<i>Homebound</i>	<p>When <i>you</i> are unable to leave home without considerable effort due to a medical condition. Lack of transportation does not constitute <i>homebound</i> status.</p>
<i>Hospital</i>	<p>A facility that provides diagnostic, medical, therapeutic, and surgical services by or under the direction of <i>physicians</i> and with 24-hour registered nursing services. The <i>hospital</i> is not mainly a place for rest or <i>custodial care</i> and is not a nursing home or similar facility.</p>
<i>Implantable Hearing Device</i>	<p>Any implantable instrument or device that is designed to enhance hearing, including <i>cochlear implants</i> and <i>bone anchored hearing aids</i>.</p>
<i>Incomplete Claim</i>	<p>A <i>correctly filed claim</i> that requires additional information including, but not limited to, medical information, coordination of benefits questionnaire, and subrogation questionnaire.</p>

<i>Incorrectly Filed Claim</i>	A claim that is filed but lacks information which enables the <i>TPA</i> to determine what, if any, benefits are payable under the terms and conditions of this <i>SPD</i> . Examples include, but are not limited to, claims missing procedure codes, diagnosis or dates of service.
<i>Incurred</i>	Services and supplies rendered to a <i>covered person</i> are considered to be “ <i>incurred</i> ” at the time or date the service or supply was actually purchased or provided.
<i>Independent Freestanding Emergency Department</i>	A health care facility that: <ul style="list-style-type: none"> <li>i. is geographically separate and distinct and licensed separately from a <i>hospital</i> under applicable State law; and</li> <li>ii. provides any of the <i>emergency services</i> listed in section i. of the definition of <i>emergency services</i>.</li> </ul>
<i>Infertility</i>	Inability or diminished ability to become pregnant after the following periods of time of regular unprotected intercourse or therapeutic donor insemination: <ol style="list-style-type: none"> <li>1. One year, if <i>you</i> are a female under age 35 or a male of any age, or</li> <li>2. Six months, if <i>you</i> are a female age 35 or older,</li> </ol> provided that <i>your infertility</i> is not related to voluntary sterilization or failed reversal of voluntary sterilization; or Inability or diminished ability to produce offspring, including but not limited to a woman’s repeated failure to carry a pregnancy to fetal viability. Repeated failures to carry a pregnancy to fetal viability means three consecutive documented spontaneous abortions in the first or second trimester. Such inability must be documented by <i>your provider</i> .
<i>Infertility Treatment/ Fertility Treatment</i>	A <i>health care service</i> that is intended to (1) promote or preserve fertility; or (2) achieve and maintain a condition of pregnancy. For purposes of this definition, <i>infertility treatment</i> or <i>fertility treatment</i> includes, but is not limited to: <ol style="list-style-type: none"> <li>1. Fertility tests and <i>prescription drugs</i>.</li> <li>2. Tests and exams done to prepare for or follow through with induced conception.</li> <li>3. Surgical reversal of a sterilized state that was a result of a previous surgery.</li> <li>4. Sperm enhancement procedures.</li> <li>5. Direct attempts to cause or maintain pregnancy by any means including, but not limited to: Hormone therapy or <i>prescription drugs</i>; artificial insemination; in vitro insemination; GIFT or ZIFT; embryo transfer; and freezing and/or storage of embryo, eggs, or semen.</li> </ol>
<i>Injury</i>	Bodily damage other than <i>sickness</i> , including all related conditions and recurrent symptoms.

<i>Investigative</i>	<p>As determined by the <i>Plan Administrator</i>, a drug, device or medical treatment or procedure is <i>investigative</i> if reliable evidence does not permit conclusions concerning its safety, effectiveness, or effect on health outcomes. We will consider the following categories of reliable evidence, none of which shall be determinative by itself:</p> <ol style="list-style-type: none"> <li>1. Whether there is a final approval from the appropriate government regulatory agency, if required. This includes whether a drug or device can be lawfully marketed for its proposed use by the FDA; or if the drug, device or medical treatment or procedure is under study or if further studies are needed to determine its maximum tolerated dose, toxicity, safety or efficacy as compared to standard means of treatment or diagnosis; and</li> <li>2. Whether there are consensus opinions or recommendations in relevant scientific and <i>medical literature</i>, peer-reviewed journals, or reports of <i>clinical trial</i> committees and other technology assessment bodies. This includes consideration of whether an oncology treatment is included in the applicable National Comprehensive Cancer Network (NCCN) guideline, as appropriate for its proposed use, or whether a drug is included in any authoritative compendia as identified by the Medicare program such as, the National Comprehensive Cancer Network Drugs and Biologics Compendium, as appropriate for its proposed use; and</li> <li>3. Whether there are consensus opinions of national and local health care <i>providers</i> in the applicable specialty as determined by a sampling of <i>providers</i>, including whether there are protocols used by the treating facility or another facility, studying the same drug, device, medical treatment or procedure.</li> </ol>
<i>Lethal Fetal Anomaly</i>	An anomaly which predictably results in fetal demise either in utero or shortly (within 72 hours) after delivery.
<i>Maintenance Care</i>	Care that is not <i>habilitative</i> or <i>rehabilitative therapy</i> and there is lack of documented significant progress in functional status over a reasonable period of time.
<i>Maximum Out-of-Pocket Limit</i>	The maximum amount of money <i>you</i> must pay in <i>copayments</i> , <i>coinsurance</i> and <i>deductibles</i> before the <i>Plan</i> pays remaining <i>eligible charges</i> . If <i>you</i> reach benefit, day, or visit maximums, <i>you</i> are responsible for amounts that exceed the <i>maximum out-of-pocket limit</i> .
<i>Medical Literature</i>	Articles from major peer reviewed medical journals that have recognized the drug or combination of drugs' safety and effectiveness for treatment of the indication for which it has been prescribed. Each article shall meet the uniform requirements for manuscripts submitted to biomedical journals established by the International Committee of Medical Journal Editors or be published in a journal specified by the United States Secretary of Health and Human Services pursuant to United States Code, title 42, section 1395x, paragraph (t), clause (2), item (B), as amended, as acceptable peer review medical literature. Each article must use generally accepted scientific standards and must not use case reports to satisfy this criterion.
<i>Medically Necessary</i>	<p>Any <i>health care services</i>, <i>preventive health care services</i>, and other preventive services that the <i>Plan Administrator</i>, in its discretion and on a case by case basis, determine are appropriate and necessary in terms of type, frequency, level, setting, and duration, for the diagnosis or condition; and the care must:</p> <ol style="list-style-type: none"> <li>1. Be consistent with the medical standards and generally accepted practice parameters of <i>providers</i> in the same or similar general specialty as typically manages the condition procedure or treatment at issue; and</li> <li>2. Help restore or maintain <i>your</i> health; or</li> <li>3. Prevent deterioration of <i>your</i> condition; or</li> <li>4. Prevent the reasonably likely onset of a health problem or detect an incipient problem.</li> </ol>
<i>Named Fiduciary</i>	The person or organization that has the authority to control and manage the operation and administration of the <i>Plan</i> . The fiduciary has discretionary authority to determine eligibility for <i>benefits</i> or to construe the terms of the <i>Plan</i> and may delegate such discretion to other individuals or entities.

*Non-Participating Provider* i. A *physician* or other health care *provider* who, when providing *health care services*, is acting within the scope of practice of that *provider's* license or certification under applicable State law; or  
ii. A facility, like a clinic or *hospital*;  
that is not a *participating provider*.

*Non-Participating Provider Benefits* Coverage for *health care services* provided by licensed *providers* other than *participating providers*.  
With *non-participating provider benefits*, you are financially responsible for a *deductible*, *coinsurance*, and any amount in excess of the *non-participating provider reimbursement value*.

*Non-Participating Provider Reimbursement Value* The amount that will be paid by the *Plan* to a *non-participating provider* for a *non-emergency service* is the least of the following:  
1. a percentage of the *non-participating provider's* charge;  
2. a percentage of an amount based on prevailing reimbursement rates or marketplace charges, for similar services and supplies, in the geographic area;  
3. a percentage of the amount agreed upon between us and the *non-participating provider*; or  
4. a percentage of the Medicare or other federal government program allowed amount in the geographic area in which the service is performed.

If one or more of the above options for determining the *non-participating provider reimbursement value* is not readily available, the *Plan Administrator* may, at its discretion, determine the *non-participating provider reimbursement value* based on the least of the remaining options.

If the amount billed by the *non-participating provider* is greater than the *non-participating provider reimbursement value*, you must pay the difference. This amount is in addition to any *deductible* or *coinsurance* amount you may be responsible for according to the terms of this *SPD*.

If *health care services* are delivered to you via telemedicine by a distant site *non-participating provider*, we will reimburse such *non-participating provider* on the same basis and at the same *non-participating provider reimbursement value* as would apply if the *covered services* had been delivered in person by the distant site *non-participating provider*.

*Oral Surgery* Surgical services performed within the oral cavity.

*Organ and Tissue Acquisition* The harvesting, preparation, transportation, and storage of human organ and tissue that is transplanted to you. This includes related medical expenses of a living donor.

*Out-of-Network Rate* The term 'out-of-network rate' means, with respect to *emergency services* provided by a *non-participating provider*:

- (i) Subject to clause (iii), the amount determined in accordance with any state law in effect in the state where such *emergency services* were provided;
- (ii) Subject to clause (iii), if no such state law which would determine the amount under clause (i) is in effect:
  - (I) Subject to subclause (II), the amount agreed to by Aspirus Health Plan, Inc. and the *non-participating provider*; or
  - (I) If Aspirus Health Plan, Inc. and the *non-participating provider* enter the independent dispute resolution (IDR) process under the No Surprises Act and do not agree on an amount before a certified IDR entity makes a determination on the amount to be paid to the *non-participating provider*, then the amount determined by the certified IDR entity; or
- (iii) In the case the state has an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such All-Payer Model Agreement for such *emergency services* provided by the *non-participating provider*.

<i>Out-of-Pocket Limit</i>	The maximum amount of money <i>you</i> must pay in <i>coinsurance</i> and <i>deductible</i> before the <i>Plan</i> pays remaining <i>eligible charges</i> . If <i>you</i> reach <i>benefit</i> , day, or visit maximums, <i>you</i> are responsible for amounts that exceed the <i>out-of-pocket limit</i> .
<i>Participating Provider</i>	<ol style="list-style-type: none"> <li>1. A licensed clinic, <i>physician</i> or other health care <i>provider</i> who is acting within the scope of practice of that <i>provider's</i> license or certification under applicable State law; or</li> <li>2. A facility, like a <i>hospital</i> or clinic;</li> </ol> <p>that is directly contracted to participate in the specific <i>participating provider</i> network designated by the <i>Plan Administrator</i> to provide benefits to <i>covered persons</i> enrolled in this <i>SPD</i>. The participation status of <i>providers</i> may change from time to time.</p> <p><i>Participating providers</i> may also be offered from other Preferred Provider Organizations that have contracted with the <i>TPA</i>.</p>
<i>Participating Provider Benefits</i>	Coverage for <i>health care services</i> provided through <i>participating providers</i> .
<i>Physical Disability</i>	A condition caused by a physical <i>injury</i> or congenital defect to one or more parts of <i>your</i> body that is expected to be ongoing for a continuous period of at least two years from the date the initial proof is supplied to us and as a result <i>you</i> are incapable of self-sustaining employment and are dependent on the <i>covered employee</i> for a majority of support and maintenance. An illness by itself will not be considered a <i>physical disability</i> unless adequate separate proof is furnished to the <i>Plan Administrator</i> for the <i>Plan Administrator</i> to determine that a <i>physical disability</i> also exists as defined in the preceding sentence.
<i>Physician</i>	A licensed Doctor of Medicine, Doctor of Osteopathy, Doctor of Podiatry, Doctor of Optometry, or Doctor of Chiropractic.
<i>Plan</i>	The self-insured employee welfare benefit plan established by the <i>Plan Sponsor</i> for the benefit of <i>covered persons</i> .
<i>Plan Administrator</i>	The entity that has the exclusive, final and binding discretionary authority to administer the <i>Plan</i> , to make factual determinations, to construe and interpret the terms of the <i>SPD</i> , <i>Plan</i> , and amendments (including ambiguous terms), and to interpret, review, and determine the availability or denial of <i>benefits</i> . The <i>Plan Administrator</i> may delegate discretionary authority and may employ or contract with individuals or entities to perform day-to-day functions, such as processing <i>claims</i> and performing other <i>Plan</i> -connected administrative services.
<i>Plan Sponsor</i>	The entity that establishes and maintains the <i>Plan</i> , has the authority to amend and/or terminate the <i>Plan</i> and is responsible for providing funds for the payment of <i>benefits</i> .
<i>Post-Service Claim</i>	A request for payment of <i>benefits</i> that is made by <i>you</i> or <i>your</i> authorized representative after services are rendered and in accordance with the procedures described in this <i>SPD</i> .
<i>Pre-Service Claim</i>	A claim related to services that have not yet been received and require a request for prior authorization for services that is made by <i>you</i> or <i>your</i> authorized representative in accordance with the procedures described in this <i>SPD</i> .
<i>Prescription Drug</i>	A drug approved by the FDA for use only as prescribed by a <i>provider</i> properly authorized to prescribe that drug.
<i>Preventive Health Care Services</i>	The <i>covered services</i> that are described in the Preventive Contraceptive Methods and Counseling for Women section and the <i>Preventive Health Care Services</i> section of this <i>SPD</i> .
<i>Provider</i>	A health care professional, <i>physician</i> , or facility licensed, certified, or otherwise qualified under state law that delivers the <i>health care services</i> to <i>you</i> .
<i>Qualifying Payment Amount</i>	The calculation for this amount is to be determined in accordance with the applicable federal regulation. Call Customer Service for further information.



*Recognized Amount*

With respect to an item or service furnished by a *non-participating provider*:

- i. Subject to clause (iii), in the case of such item or service furnished in a state that has in effect a law that determines the amount to be paid for such item or service;
- ii. Subject to clause (iii), in the case of such item or service furnished in a state that does not have in effect such a state law, the amount that is the *qualifying payment amount*; or
- iii. In the case of such item or service furnished in a state with an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such system for such item or service.

*Reconstructive*

*Medically necessary* surgery to restore or correct:

1. a defective body part, when such defect is incidental to or resulting from *injury*, *sickness*, or prior surgery of the involved body part; or
2. a covered dependent child's congenital disease or anomaly which has resulted in a functional defect as determined by a *physician*.

*Reconstructive Surgery Following a Mastectomy*

Coverage for *covered persons* receiving *covered services* under this *SPD* in connection with a mastectomy and who elect breast reconstruction in connection with such mastectomy will include:

1. all stages of reconstruction of the breast on which the mastectomy has been performed if the mastectomy was determined to be *medically necessary* by the attending *physician*;
2. surgery and reconstruction of the other breast to produce symmetrical appearance;
3. prostheses; and
4. treatment of physical complications at all stages of mastectomy, including lymphedemas.

*Rehabilitative Care*

Health care services that help a person keep, get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled within a period of time to meet a *covered person's* maximum potential ability to perform functional daily living activities. These services may include physical and occupational therapy, speech-language pathology, and psychiatric rehabilitation services in a variety of inpatient and/or outpatient settings, unless such services are for chronic medical conditions or long-term disabilities, where progress toward such functional ability maintenance and improvement is not anticipated. Also not considered *rehabilitative care* are *skilled nursing facility* care and home health services.

*Rescission*

A cancellation or termination of coverage that has retroactive effect. A cancellation or termination of coverage is not a *rescission* if:

1. the cancellation or termination has only a prospective effect,
2. the cancellation or termination is caused by *your* failure to timely pay *your* required premiums, or
3. the cancellation or termination is requested by *you* or *your* authorized representative and we, in our sole discretion, agree to allow such request.

*Residential Treatment Facility*

A facility that is licensed by the appropriate state agency and that provides 24 hour a day care, supervision, food, lodging, rehabilitation, or treatment for *sickness* related to mental health and substance use disorders.

*Routine Patient Costs*

The cost of any *covered services* that would typically be covered if *you* were not enrolled in an approved *clinical trial*. *Routine patient costs* do not include:

1. the cost of the *investigative* item, device, or service that is the subject of the approved *clinical trial*.
2. items and services that are provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management.
3. a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

<i>Serious and Complex Condition</i>	<p><i>Serious and complex condition</i> means, with respect to a <i>covered person</i>:</p> <ol style="list-style-type: none"> <li>1. In the case of 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</li> <li>2. In the case of a chronic illness or condition, a condition that: <ol style="list-style-type: none"> <li>i. Is life-threatening, degenerative, potentially disabling, or congenital; and</li> <li>ii. Requires specialized medical care over a prolonged period of time.</li> </ol> </li> </ol>
<i>Sickness</i>	Includes physical or mental illness or disease.
<i>Skilled Care</i>	Nursing or rehabilitation services requiring the skills of technical or professional medical personnel to provide care or assess the <i>covered person's</i> changing condition. Long term dependence on respiratory support equipment does not in and of itself define a need for <i>skilled care</i> .
<i>Skilled Nursing Facility</i>	A Medicare licensed bed or facility (including an extended care facility, <i>hospital</i> swing-bed, and transitional care unit) that provides <i>skilled care</i> .
<i>Specialist</i>	<i>Providers</i> other than those practicing in the areas of family practice, general practice, internal medicine, OB/GYN, or pediatrics.
<i>Specialty Drugs</i>	Injectable and non-injectable <i>prescription drugs</i> , as determined by us, which have one or more of the following key characteristics: <ol style="list-style-type: none"> <li>1. frequent dosing adjustments and intensive clinical monitoring are required to decrease the potential for drug toxicity and to increase the probability for beneficial outcomes;</li> <li>2. intensive patient training and compliance assistance are required to facilitate therapeutic goals;</li> <li>3. there is limited or exclusive product availability and/or distribution;</li> <li>4. there are specialized product handling, storage and/or administration requirements;</li> <li>or</li> <li>5. are produced by living organisms or their products.</li> </ol>
<i>Stabilize, To</i>	With respect to an <i>emergency medical condition</i> , to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an <i>emergency condition</i> involving a pregnant woman who is having contractions, to deliver (including the placenta).
<i>Standard Reference Compendia</i>	Any authoritative compendia as identified by the Medicare program for use in the determination of a medically accepted indication of drugs and biologicals used off-label.
<i>Stepchild(ren)</i>	A natural or adopted child of the <i>covered employee's</i> lawful spouse.
<i>Summary Plan Description (SPD)</i>	The document describing, among other things, the <i>benefits</i> offered under the Signature HDHP-HSA Medical Option of the <i>Plan</i> and <i>your</i> rights and obligations under such <i>benefit</i> option.
<i>Third Party Administrator (TPA)</i>	<i>Aspirus Health Plan, Inc.</i> provides administrative services to the Employer in connection with the operation of the <i>Plan</i> , including processing of <i>claims</i> , as may be delegated to it.
<i>Toileting</i>	Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
<i>Transferring</i>	Moving into or out of a bed, chair or wheelchair.
<i>Transplant Services</i>	Transplantation (including retransplants) of the human organs or tissue, including all related post-surgical treatment and drugs and multiple transplants for related care.

<i>Urgent Care Center</i>	A licensed health care facility that is designed primarily to offer and provide immediate, short-term medical care for minor immediate medical conditions not on a regular or routine basis.
<i>Urgent Claim</i>	Any <i>pre-service claim</i> for <i>health care services</i> with respect to which the duration of the standard resolution process: <ol style="list-style-type: none"> <li>1. Could seriously jeopardize <i>your</i> life or health or <i>your</i> ability to regain maximum function; or</li> <li>2. In the opinion of a <i>provider</i> with actual knowledge of <i>your</i> medical condition, would subject <i>you</i> to severe pain that cannot be adequately managed without the <i>health care service</i> that is the subject of the <i>claim</i>.</li> </ol>
<i>Waiting Period</i>	The period of time that an individual must wait before being eligible for coverage under the <i>Plan</i> .
<i>You/Your/Yourself</i>	Refers to <i>covered person</i> .

## **XIX. Specific Information About *Your Plan***

The following information is furnished for the Signature HDHP-HSA Medical Option of the *Plan*:

<b>Name of the <i>Plan</i>:</b>	This <i>Plan</i> shall be known as Wausau School District Employee Health Benefit Plan. This <i>SPD</i> replaces, in full, any previously issued Signature HDHP-HSA Medical Option <i>SPD</i> . This restated <i>SPD</i> is effective January 1, 2024.
<b>Address of the <i>Plan</i>:</b>	415 Seymour Street Wausau, WI 54401
<b>Type of <i>Plan</i>:</b>	Welfare Benefit Plan providing group health <i>benefits</i>
<b>Group Number, as assigned by the <i>TPA</i>:</b>	ASP20008
<b>Employer Identification Number:</b>	39-1410384
<b>IRS <i>Plan</i> Identification Number:</b>	501
<b><i>Plan</i> Year/<i>Plan</i> Fiscal Year:</b>	July 1 through June 30
<b><i>Third Party Administrator</i> or <i>TPA</i>:</b> The company that provides certain administrative services in connection with the <i>Plan</i> . <i>TPA</i> shall not be deemed an employer with respect to the administration of or provision of <i>benefits</i> under <i>Plan Sponsor's Plan</i> .	Aspirus Health Plan, Inc. 3000 Westhill Drive, Suite 303 PO Box 395 Wausau, WI 54402
<b><i>Plan Sponsor</i> and <i>Sponsor's</i> Address:</b>	Wausau School District 415 Seymour Street Wausau, WI 54401
<b><i>Plan Administrator</i> and <i>Administrator's</i> Address:</b> <i>Plan Administrator</i> retains all fiduciary responsibilities with respect to the <i>Plan</i> , except to the extent it has delegated one or more such responsibilities to others.	Benefits Committee Wausau School District 415 Seymour Street Wausau, WI 54401 715-261-0515
<b><i>Named Fiduciary</i>:</b>	<i>Plan Sponsor</i> ; Wausau School District
<b><i>Participating Provider</i>:</b>	Signature Network
<b>Agent for Service of Legal Process:</b>	Wausau School District Attention: Human Resources Dept. 415 Seymour Street Wausau, WI 54401
<b>Funding:</b>	This is a self-insured plan, not insured by the <i>TPA</i> or an insurance carrier; the Employer provides funds from its general assets to pay <i>claims</i> under the <i>Plan</i> .
<b><i>Contributions</i> and <i>Other Cost Sharing</i>:</b>	The Employer and the employee share the cost of coverage. This cost sharing involves <i>contributions</i> , <i>copayment</i> , <i>deductible</i> and <i>coinsurance</i> costs. <i>Your</i> Employer funds and provides <i>contributions</i> for the cost of coverage and will inform <i>you</i> of <i>your</i> share of the <i>contribution</i> , which will be used to reimburse the Employer for the cost of coverage it provided. <i>Your</i> share of <i>copayment</i> , <i>deductible</i> and <i>coinsurance</i> costs is described elsewhere in this <i>SPD</i> .