



# **Group Benefits Plan**

For The Employees of

# **St. Tammany Parish School Board**

Administered by



# Louisiana

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





**ST. TAMMANY PARISH SCHOOL BOARD**

**GROUP HEALTH BENEFIT PLAN**

**NOTICES**

HEALTHCARE SERVICES MAY BE PROVIDED TO YOU AT A NETWORK HEALTHCARE FACILITY BY FACILITY-BASED PHYSICIANS WHO ARE NOT IN YOUR HEALTH PLAN. YOU MAY BE RESPONSIBLE FOR PAYMENT OF ALL OR PART OF THE FEES FOR THOSE OUT-OF-NETWORK SERVICES, IN ADDITION TO APPLICABLE AMOUNTS DUE FOR COPAYMENTS, COINSURANCE, DEDUCTIBLES AND NON-COVERED SERVICES.

SPECIFIC INFORMATION ABOUT IN-NETWORK AND OUT-OF-NETWORK FACILITY-BASED PHYSICIANS CAN BE FOUND AT [WWW.LABLUE.COM](http://WWW.LABLUE.COM) OR BY CALLING THE CUSTOMER SERVICE TELEPHONE NUMBER OF YOUR HEALTH PLAN.

YOUR SHARE OF THE PAYMENT FOR HEALTHCARE SERVICES MAY BE BASED ON THE AGREEMENT BETWEEN YOUR HEALTH PLAN AND YOUR PROVIDER. UNDER CERTAIN CIRCUMSTANCES, THIS AGREEMENT MAY ALLOW YOUR PROVIDER TO BILL YOU FOR AMOUNTS UP TO THE PROVIDER'S REGULAR BILLED CHARGES.

We base Our payment of Benefits for Your Covered Services on an amount known as the Allowable Charge. The Allowable Charge depends on the specific Provider from whom You receive Covered Services.

**Note that federal law prohibits a Non-Network Provider from balance billing You for non-Emergency Medical Services performed at a Network facility unless the Provider issued the required written notice to You and has obtained Your Informed Consent to provide such services.**

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

Certain breast cancer survivors are eligible to receive annual preventive cancer screenings as part of long-term survivorship care. You are eligible for these screenings if You:

- a. were previously diagnosed with breast cancer;
- b. completed treatment for breast cancer;
- c. underwent bilateral mastectomy; and
- d. were subsequently determined to be clear of cancer.

These covered screenings include but are not limited to magnetic resonance imaging, ultrasound, or some combination of tests, as selected by You in consultation with Your attending Physician. Annual preventive cancer screenings under this Benefit will be subject to any applicable cost sharing.

Important information regarding this Plan will be sent to the mailing address You provided on the Employee Enrollment/Change Form. **You are responsible for keeping Us and the Group informed of any changes in Your address of record.**

A handwritten signature in black ink, appearing to read "B R Camerlinck".

Bryan R. Camerlinck  
President and Chief Executive Officer  
Louisiana Health Service & Indemnity Company

Blue Cross and Blue Shield of Louisiana is an independent licensee of the Blue Cross Blue Shield Association.



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

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

As of the Plan's original Benefit Plan Date shown on the Schedule of Benefits, the Group agrees to provide the Benefits specified herein for Plan Participants of the Group. This Benefit Plan replaces any others previously issued to Plan Participants, as of the Plan's amended Benefit Plan Date shown on the Schedule of Benefits. This Benefit Plan describes Plan Participant's Benefits, as well as Plan Participant rights and responsibilities. We encourage You, the Plan Participant, to read this Benefit Plan carefully.

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

Except for necessary technical terms, common words are used to describe the Benefits provided under this Benefit Plan. We, Us, and Our mean Blue Cross and Blue Shield of Louisiana. You, Your, and Yourself mean the Plan Participant and/or enrolled Dependent. Capitalized words are defined terms in the Definitions Article of this Benefit Plan. A word used in the masculine gender applies also in the feminine gender, except where otherwise stated.

### **A. Facts About This EPO Health Plan**

This Benefit Plan is a Preferred Provider Organization (PPO) plan with an Employer Preferred Option (EPO) arrangement for St. Tammany Parish School Board. As healthcare Providers, St. Tammany Parish School Board offer their Employees an Employer Preferred Option Network. Plan Participants who receive care through the Blue Connect EPO Network will pay the least for care and get the most value from this Benefit Plan.

Plan Participants also have access to Blue Cross and Blue Shield of Louisiana's Preferred Care PPO Network. Plan Participants can get care from Providers who are not in the Employer Preferred Option Network or Preferred Care PPO Network, but Benefits will be paid at a lower level.

Most Benefits are subject to the Plan Participant's payment of any applicable Copayment, Deductible Amount and Coinsurance as stated on the Schedule of Benefits. The Plan Participant's choice of a Provider determines what You pay. The value of this Plan is maximized when Plan Participants choose care as follows:

1. Best Value = Employer Preferred Option Network, Blue Connect Network
2. Better Value = Preferred Care Network Provider
3. Good Value = Participating Provider
4. Fair Value = Non-Network Provider

If the Plan Participant chooses a Provider outside of the Employer Preferred Option Network, the Plan Participant should verify that the Provider is a current Blue Cross and Blue Shield of Louisiana Preferred Care PPO Provider before services are rendered. Visit Our website at [www.lablue.com](http://www.lablue.com) or call customer service at the number on the ID card to verify that a Provider is a current Preferred Care PPO Network Provider, or to request a paper Provider directory.

### **B. The Provider Network**

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

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

To obtain the highest level of Benefits available, the Plan Participant should always verify that a Provider is a current Blue Cross and Blue Shield of Louisiana Preferred Care PPO Provider before the service is rendered. Visit Our website at [www.lablue.com](http://www.lablue.com) or call customer service at the number on the ID card to verify that a Provider is a current Preferred Care PPO Network Provider, or to request a paper Provider directory.

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

A Provider may be contracted with the Claims Administrator when providing services at one location and may be considered a Non-Network Provider when providing services from another location. The Plan Participant should check the Provider directory to verify that the services are In-Network from the location where he or she is seeking care.

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

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

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

The Plan pays a lower level of Benefits when a Plan Participant uses a Provider outside the Preferred Care PPO Network. Benefits may be based on a lower Allowable Charge. Care obtained outside the Network means the Plan Participant has higher costs and may pay a higher Deductible Amount and/or Coinsurance than if care was received in the Network. **THESE ADDITIONAL COSTS MAY BE SIGNIFICANT.** In addition, the Plan only pays a portion of those charges and it is the Plan Participant's responsibility to pay the remainder. The amount the Plan Participant is required to pay, which could be significant, does not accrue to the Out-of-Pocket Amount.

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

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

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

#### In the United States:

Plan Participants receive Network Benefits when Emergency and non-Emergency Covered Services are provided by PPO Providers in other states. If Plan Participants do not go to a PPO Provider, Out-of-Network Benefits will apply. To the extent required by applicable law, covered Emergency Medical Services are subject to Network cost sharing.

### Outside the United States:

Plan Participants receive Network Benefits when covered Emergency and non-Emergency Services are provided by a Blue Cross Blue Shield Global® Core Provider across the world. If Plan Participants do not go to a Blue Cross Blue Shield Global® Core Provider, Out-of-Network Benefits will apply. To the extent required by applicable law, covered Emergency Medical Services are subject to Network cost sharing.

1. In an Emergency, go directly to the nearest Hospital.
2. Call BlueCard® Access at 1-800-810-BLUE (2583) for information on the nearest BlueCard® doctors and Hospitals (for care within the United States), or for information on Blue Cross Blue Shield Global® Core doctors and Hospitals (for care outside the United States). Provider information is also available at [www.bcbs.com](http://www.bcbs.com).
3. Use a BlueCard® Provider or Blue Cross Blue Shield Global® Core Provider to receive the highest level of Benefits.
4. Present the ID card to the doctor or Hospital, who will verify coverage and file Claims for the Plan Participant.
5. The Plan Participant must obtain any required Authorizations from the Claims Administrator.

### **E. Using a Primary Care Physician (PCP)**

This direct access plan allows the Plan Participant to receive care from a Primary Care Physician (PCP) or from a Specialist. No PCP referral is required prior to accessing care directly from a Specialist in the Network.

Plan Participants pay the lowest Physician office visit Copayment when obtaining care from a PCP. PCPs are family practitioners, general practitioners, internists, geriatricians and pediatricians. Each member of the family may use a different PCP. PCPs may coordinate healthcare needs from Consultation to hospitalization, direct a Plan Participant to an appropriate Provider when necessary, and assist in obtaining any required Authorizations.

If one Provider directs a Plan Participant to another Provider, the Plan Participant must make sure that the new Provider is in the Network before receiving care. If the new Provider is not in the Network, Benefits will be processed at the Non-Network Benefit level and the Allowable Charge applicable to that Provider.

### **F. Authorizations**

Some services and supplies require Authorization from the Claims Administrator before services are obtained. The Schedule of Benefits lists the specific services, supplies, and Prescription Drugs that require Authorization. For more information on those items and services that require Authorization visit the website, [www.lablue.com/priorauth](http://www.lablue.com/priorauth). See the Care Management Article of this Benefit Plan for additional information regarding Authorization requirements.

No payment will be made for organ, tissue and bone marrow transplant Benefits or evaluations unless the Plan Authorizes these services and the services are rendered by a Blue Distinction Center for Transplants (BDCT) for the specific organ or transplant or a transplant facility in the Preferred Care PPO Network, unless otherwise approved by the Plan in writing. To locate an approved transplant facility, Plan Participants should contact the Claims Administrator's customer service department at the number on the ID card.

### **G. How We Determine What We Pay for the Plan Participant's Covered Services**

1. When the Plan Participant uses Network Providers

Network Providers have signed a contract with Us to participate in the Employer Preferred Option Network or the Preferred Care PPO Network. These Providers have agreed to accept the lesser of billed charges or a negotiated amount as payment in full for Covered Services. This amount is the Network Provider's Allowable Charge and is used to determine the amount We pay for Medically Necessary Covered

Services. Plan Participants who use Network Providers will receive Network Benefits and will pay the amounts shown in the Network column on the Schedule of Benefits for these Covered Services.

2. When the Plan Participant uses Participating Providers

Participating Providers have signed a contract with Us or any other Blue Cross and Blue Shield plans to participate in Provider Networks other than those identified as Network Providers in item (1) above. These Providers have agreed to accept the lesser of billed charges or a negotiated amount as payment in full for Covered Services. This amount is the Participating Provider's Allowable Charge and is used to determine the amount We pay for Medically Necessary Covered Services.

Plan Participants who use Participating Providers will pay more for Covered Services than when using a Network Provider, but the Plan Participant will not have to pay the difference between the Allowable Charge and the Provider's billed charge. The Plan Participant will pay amounts shown in the Non-Network column on the Schedule of Benefits for these Covered Services.

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

An Appeal for Network Benefits will not be approved for a Participating Provider outside the seventy-five (75) mile radius if there is a Network Provider who can perform the same or other appropriate Medically Necessary services to diagnose or treat the Plan Participant within the distance the Plan Participant traveled to receive care from the Participating Provider, no matter how many miles that may be.

3. When the Plan Participant uses Non-Participating Providers

Non-Participating Providers have not signed any contract with the HMOLA Network, Blue Cross and Blue Shield of Louisiana, or any other Blue Cross and Blue Shield plans. These Providers are not in Our Networks. We have no fee arrangements with them. We establish an Allowable Charge for Covered Services provided by Non-Participating Providers. The Allowable Charge will be one of the following as determined by Us:

- a. An amount We establish based on Our choice of Medicare's published fee schedule, what Medicare pays, or what Medicare allows for the service;
- b. An amount We establish as the Allowable Charge; or
- c. The Provider's billed charge.

You will receive a lower level of Benefit because You did not go to a Network Provider.

Plan Participants may pay significant costs when using Non-Participating Providers. This is because the amount that some Providers charge for a Covered Service may be higher than the established Allowable Charge. Also, Network and Participating Providers waive the difference between their actual billed charge for Covered Services and the Allowable Charge, while Non-Participating Providers do not.

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

An Appeal for Network Benefits will not be approved for a Non-Participating Provider outside the seventy-five (75) mile radius if there is a Network Provider who can perform the same or other appropriate Medically Necessary services to diagnose or treat the Plan Participant within the distance the Plan Participant traveled to receive care from the Non-Participating Provider, no matter how many miles that may be.

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

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

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

EXAMPLE: The Network Benefits are 80% – 20% Coinsurance with a Deductible Amount. The Non-Network Benefits are 60% – 40% Coinsurance with a Deductible Amount. Assume the Plan Participant goes to the Hospital, has previously met the Deductible Amount, and has obtained the necessary Authorization prior to receiving a non-Emergency service. The Hospital bills \$12,000 for the Covered Service. We negotiated an Allowable Charge of \$2,500 with the Network Hospital to render this service. The Allowable Charge of the Participating Hospital is \$3,000 to render this service. There is no negotiated rate with the Non-Participating Hospital. The Plan Participant is responsible for all amounts not paid by Blue Cross and Blue Shield of Louisiana, up to the Hospital's billed charge. This example illustrates the Plan Participant's costs at three different Hospitals for the same service.

The Plan Participant receives Covered Services from:	Employer Preferred Option Network Hospital	Participating Hospital	Non-Participating Hospital
<b>Hospital Bill:</b>	\$12,000	\$12,000	\$12,000
<b>Allowable Charge:</b>	\$2,500	\$3,000	\$2,500
<b>The Plan pays:</b>	<b>\$2,000</b> \$2,500 Allowable Charge x 80% Coinsurance = \$2,000	<b>\$1,800</b> \$3,000 Allowable Charge x 60% Coinsurance = \$1,800	<b>\$1,500</b> \$2,500 Allowable Charge x 60% Coinsurance = \$1,500
<b>Plan Participant pays:</b>	<b>\$500</b> 20% Coinsurance x \$2,500 Allowable Charge = \$500	<b>\$1,200</b> 40% Coinsurance x \$3,000 Allowable Charge = \$1,200	<b>\$1,000</b> 40% Coinsurance x \$2,500 Allowable Charge = \$1,000
<b>Is Plan Participant billed up to the Hospital's billed charge?</b>	NO	NO	YES \$9,500
<b>Total Amount Plan Participant Pays:</b>	<b>\$500</b>	<b>\$1,200</b>	<b>\$10,500</b>

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

For help with Mental Health and Substance Use Disorder Benefits, the Plan Participant should refer to the Schedule of Benefits, the ID card, or call the Claims Administrator's customer service department.

## **J. Assignment of Benefits**

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

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

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

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

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

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

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

The Claims Administrator has consolidated its customer service e-mails into a single, easy-to-read address: [help@lablue.com](mailto:help@lablue.com). Plan Participants who need to contact the Claims Administrator may find all of their options online, including phone, fax, e-mail, postal mail and walk-in customer service. Just visit [www.lablue.com](http://www.lablue.com) and click on *Need Help?* to access Our Help Center which includes Our customer service contact information.

## ARTICLE II.

## DEFINITIONS

The inclusion of any definition in this Article does not denote that any particular benefit, condition, diagnosis, procedure, service, or treatment is covered under this Benefit Plan. Please review the Benefit Plan in its entirety to determine Your coverage.

Accidental Injury – A condition that directly results from a traumatic bodily injury sustained only through accidental means from an external force. Injuries caused by chewing, biting, clenching, or grinding of teeth are not accidental injuries to teeth. If Benefits are available to treat a particular injury, Your Benefit Plan will cover an injury that results from an act of domestic violence.

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

Adverse Benefit Determination – Means denial or partial denial of a Benefit based on:

- A. Medical Necessity, appropriateness, healthcare setting, level of care, effectiveness or treatment that is determined to be experimental or Investigational;
- B. the Plan Participant's eligibility for coverage under the Benefit Plan;
- C. any prospective or retrospective review determination;
- D. a Rescission; or
- E. a decision involving items and services within the scope of the surprise billing and cost sharing protection requirements of the No Surprises Act.

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

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

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

Allowable Charge –

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

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

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

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

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

Appeal – A written request from a Plan Participant or a Plan Participant's authorized representative to change an Adverse Benefit Determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Child or Children – includes:

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

Chiropractic Services – The diagnosing of conditions associated with the functional integrity of the spine and the treatment of such conditions by adjustment, manipulation, and the use of physical and other properties of heat, light, water, electricity, sound, massage, therapeutic exercise, mobilization, mechanical devices such as mechanical traction and mechanical massage, and other rehabilitative measures for the purpose of correcting interference with normal nerve transmission and expression.

Claim – Written or electronic proof, in a form acceptable to the Claims Administrator, of charges for Covered Services that have been incurred by a Plan Participant during the time-period the Plan Participant was covered under this Benefit Plan. The provisions in effect at the time the service or treatment is received shall govern the processing of any Claim expense actually incurred as a result of the service or treatment rendered.

Claims Administrator – The entity with whom St. Tammany Parish School Board has contracted to handle the claims payment functions of its Plan. For purposes of this Plan, the Claims Administrator is Blue Cross and Blue Shield of Louisiana.

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

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

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

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

Company – Blue Cross and Blue Shield of Louisiana.

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

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

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

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

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

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

Copayment (Copay) – The specific dollar amount a Plan Participant must pay when specified Covered Services are rendered. Copayments are listed on the Schedule of Benefits and may be collected directly from the Plan Participant by a Network Provider. The Plan Participant is responsible for paying the lesser of:

1. The applicable Copayment, or
2. The Allowable Charge.

In most cases, the Deductible Amount and Coinsurance will be waived for Copayment services. See the Schedule of Benefits for additional information.

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

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

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

Custodial Care – Treatment or services, regardless of who recommends them or where they are provided, that could be rendered safely and reasonably by a person not medically skilled, or that are designed mainly to help the patient with daily living activities. These activities include, but are not limited to:

- A. Providing personal care, homemaking, moving the patient;
- B. Acting as companion or sitter;
- C. Supervising medication that can usually be self-administered;
- D. Treating or providing services that any person may be able to perform with minimal instruction; or
- E. Providing long-term treatment for a condition in a patient who is not expected to improve or recover.

The Claims Administrator determines which services are Custodial Care.

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

- A. Spouse – the date of marriage.
- B. Child or Children
  - 1. Natural Children – the date of birth.
  - 2. Children placed for adoption with the Employee/Retiree
    - a. Agency adoption – the date the adoption contract was executed between the Employee/Retiree and the adoption agency.
    - b. Private adoption – the date the Act of Voluntary Surrender is executed in favor of the Employee/Retiree. The Plan Administrator must be furnished with certification by the appropriate clerk of court setting forth the date of execution of the Act and the date the Act became irrevocable, or the date of the first court order granting legal custody, whichever occurs first.
  - 3. Child for whom the Employee/Retiree has court-ordered custody or court-ordered legal guardianship – the date of the court order granting legal custody or guardianship.

4. From the date of the court order of filiation declaring paternity or the date of formal acknowledgment of the Child.
5. Stepchild – the date of the marriage of the Employee/Retiree to his/her Spouse.

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

Deductible Amounts:

- A. Individual Deductible Amount – The dollar amount, shown on the Schedule of Benefits, of Allowable Charges for Covered Services that a Plan Participant must pay within a Benefit Period before the Plan starts paying Benefits. Once the Family Deductible Amount is satisfied, this Plan starts paying Benefits for all Plan Participants of the family, whether or not each has met the Individual Deductible Amount. A separate Deductible Amount may apply to certain Covered Services if shown as applicable on the Schedule of Benefits.
- B. Family Deductible Amount – For Plan Participants in a class of coverage with more than one (1) Plan Participant, no more than the amount shown on the Schedule of Benefits is required to each satisfy the Individual Deductible Amount. The Family Deductible Amount is met when the total dollar amount of Allowable Charges for Covered Services, applied to satisfy the Individual Deductible Amounts, meets or exceeds the Family Deductible Amount shown on the Schedule of Benefits. This Plan will then start paying Benefits for all Plan Participants within the family, whether or not each Plan Participant has met the Individual Deductible Amount. No Plan Participant may contribute more than the Individual Deductible Amount towards satisfying the Family Deductible Amount. Only Individual Deductible Amounts accrue to the Family Deductible Amount. The Family Deductible Amount may apply to other types of Deductible Amounts described in this Benefit Plan.

Network and Non-Network Benefit categories may each carry separate Deductible Amounts shown on the Schedule of Benefits.

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

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

Dependent – Any of the following persons who (a) are enrolled for coverage as Dependents by completing appropriate enrollment documents, if they are not also covered as an Employee/Retiree; and, (b) whose relationship to the Employee/Retiree has been Documented, as defined herein:

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

six (26), or the grandchild or dependent of a Dependent no longer meets the eligibility requirements under this Plan, whichever is earlier;

2. A child for whom the Employee/Retiree has current provisional custody and for whom the Employee/Retiree has not obtained court-ordered legal guardianship/tutorship or court-ordered custody and has not adopted, which child was covered under the Plan and met the definition of a Child as of December 31, 2015, from the Date Acquired until the end of the month of the 2016 anniversary date of the existing provisional custody document, the end of the month the Child reaches the age of eighteen (18), or December 31, 2016, whichever is earlier;
3. A child, who is not the Child or grandchild of the Employee/Retiree, for whom the Employee/Retiree has court-ordered custody or court-ordered legal guardianship but who has not been adopted by the Employee/Retiree, from the Date Acquired until the end of the month the custody/guardianship order expires or the end of the month the Child reaches the age of eighteen (18), whichever is earlier.
4. A stepchild of the Employee/Retiree, which stepchild has not been adopted by the Employee/Retiree and for whom the Employee/Retiree does not have court-ordered legal custody, until the earliest of:
  - a. The end of the month the Employee/Retiree is no longer married to the stepchild's parent;
  - b. The end of the month of the death of the Employee's/Retiree's Spouse who is the stepchild's parent;  
or
  - c. The end of the month the stepchild attains the age of twenty-six (26).

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

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

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

- A. The covered Employee's/Retiree's Spouse – Certified copy of the certificate of marriage indicating the date and place of marriage.
- B. Child
  1. Natural or legally adopted Child of the Employee/Retiree – Certified copy of the birth certificate listing the Employee/Retiree as parent or certified copy of the legal acknowledgment of paternity signed by the Employee/Retiree, certified copy of the court order of filiation declaring paternity of the Employee/Retiree or certified copy of the adoption decree naming the Employee/Retiree as the adoptive parent.
  2. Stepchild – Certified copy of the certificate of marriage to the Spouse and the birth certificate or adoption decree listing the Spouse as the natural or adoptive parent.
  3. Child placed with Your family for adoption by agency adoption or irrevocable Act of Voluntary Surrender for private adoption – Certified copy of the adoption placement order showing the date of placement or copy of the signed and dated irrevocable Act of Voluntary Surrender.
  4. Child for whom You have been granted court-ordered legal guardianship or court-ordered custody – Certified copy of the signed court order granting legal guardianship or custody.
- C. Child age twenty-six (26) or older who is incapable of self-sustaining employment by reason of physical or mental disability who was covered prior to age twenty-six (26). No earlier than six (6) months prior to attaining

age twenty-six (26) documentation as described in B.1. through B.4. above, together with an application for continued coverage must be filed with the Plan Administrator on a form designated by the Plan Administrator.

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

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

Doula – An individual who has an approved registration through the Louisiana Doula Registry Board, has met the Claims Administrator's credentialing standards, and who is trained to provide physical, emotional, and educational support, but not medical or midwifery care, to pregnant and birthing women and their families before, during, and after childbirth.

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

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

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

Eligibility Waiting Period – The period that must pass before an individual's coverage can become effective for Benefits under this Benefit Plan. If an individual enrolls as a Special Enrollee, any period before such special enrollment is not an Eligibility Waiting Period.

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

Emergency – See Emergency Medical Condition.

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

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

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

- A. When within the capability of a Hospital or independent freestanding Emergency department, the following services and items:
  1. A medical screening examination, including ancillary services routinely available to the Emergency department to evaluate an Emergency Medical Condition.
  2. Further medical examination and such treatment as may be required to stabilize the medical condition, regardless of the department of the Hospital in which such further examination or treatment is furnished.

- B. With respect to an Emergency Medical Condition and regardless of the department of the Hospital where furnished, additional services that are:
1. Covered Services under the Benefit Plan;
  2. Furnished after the Plan Participant is stabilized; and
  3. Part of an Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Medical Services are furnished.

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

Employee – A full-time Employee as defined by the Group and in accordance with state law, and any Full-Time Equivalent. The Employee is the Subscriber on this Benefit Plan.

Employer – St. Tammany Parish School Board

Enrollment Date – The first date of coverage under this Benefit Plan, or if there is an Eligibility Waiting Period, the first day of the Eligibility Waiting Period.

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

Expedited Appeal – A request for immediate internal review of an Adverse Benefit Determination, which involves any of the following situations:

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

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

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

External Appeal – A request for review by an Independent Review Organization to change an initial Adverse Benefit Determination made by the Claims Administrator or to change a final Adverse Benefit Determination rendered on Appeal. An External Appeal is available upon request by the Plan Participant or the Plan Participant's authorized representative for Adverse Benefit Determinations involving Medical Necessity, appropriateness of

care, healthcare setting, level of care, effectiveness, experimental or Investigational treatment, Rescission, or for Claims for which external review is provided under the No Surprises Act.

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

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

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

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

Group – St. Tammany Parish School Board or other legal entity of St. Tammany Parish School Board who is the Plan Administrator and sponsor of this Plan and for whom Blue Cross and Blue Shield of Louisiana provides claims administration services.

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

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

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

HIPAA Special Enrollment Event – An event as specified by federal law that entitles an Employee and the Employee's Dependents an opportunity to enroll in, and change, if desired, healthcare coverage offered by the Group outside of Annual Enrollment.

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

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

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

Iatrogenic Infertility – Impairment of fertility caused directly or indirectly by Surgery, chemotherapy, radiation, or other Medically Necessary medical treatment affecting the reproductive organs or processes.

Imaging Services –

A. Low-Tech Imaging – Imaging Services which include, but are not limited to, x-rays, machine tests, and diagnostic imaging.

B. High-Tech Imaging – Imaging Services which include, but are not limited to, MRIs, MRAs, CT Scans, PET Scans, and nuclear cardiology.

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

Independent Review Organization (IRO) – An entity, not affiliated with Blue Cross and Blue Shield of Louisiana or the Plan, that conducts external reviews of Adverse Benefit Determinations, Rescission determinations and No Surprises Act-related decisions. The decision of the IRO is binding on the Plan and Plan Participants, except to the extent that other remedies are available under state or federal law.

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

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

Informed Consent – A written document provided along with a written notice to a Plan Participant by a Non-Network Provider that must be executed by a Plan Participant in order for a Non-Network Provider to obtain the Plan Participant's consent to receive medical treatment and services from the Non-Network Provider without the protections provided by the No Surprises Act.

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

Intensive Outpatient Programs – An Outpatient treatment program that provides a planned and structured, intensive level of care of at least two (2) hours per day and three (3) days per week, although some patients may need to attend less often. These encounters are usually comprised of coordinated and integrated multidisciplinary services. The range of services offered are designed to address a Mental Disorder and/or a substance use disorder and could include group, individual, family, or multi-family group psychotherapy, psychoeducational services, and adjunctive services such as medical monitoring. These services include multiple or extended treatment, rehabilitation, and counseling visits or professional supervision and support. Program models include structured crisis intervention programs, psychiatric or psychosocial rehabilitation, and some day treatment. Although treatment for substance use disorders typically includes involvement in a self-help program, such as Alcoholics Anonymous or Narcotics Anonymous, program time as described here does not include times spent in these self-help programs, which are offered by community volunteers without charge.

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

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

3. reference to federal regulations.

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

- A. in accordance with nationally accepted standards of medical practice;
- B. clinically appropriate, in terms of type, frequency, extent, level of care, site and duration, and considered effective for the patient's illness, injury or disease; and
- C. not primarily for the personal comfort or convenience of the patient, or Provider, and not more costly than alternative services, treatment, procedures, equipment, drugs, devices, items or supplies or sequence thereof and that are as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, nationally accepted standards of medical practice mean standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Mental Disorder (Mental Health) – A clinically significant behavioral and psychological syndrome or pattern. This includes, but is not limited to:

- A. psychoses;
- B. neurotic disorders;
- C. personality disorders;
- D. affective disorders;

The specific severe mental illnesses defined by La. R.S. 22:1043:

- E. schizophrenia or schizoaffective disorder;
- F. bipolar disorder;
- G. panic disorder;
- H. obsessive-compulsive disorder;
- I. major depressive disorder;
- J. anorexia/bulimia;
- K. intermittent explosive disorder;
- L. post-traumatic stress disorder;
- M. psychosis NOS when diagnosed in a child under seventeen (17) years of age;
- N. Rett's Disorder;
- O. Tourette's Disorder; and
- P. unless otherwise determined by the Claims Administrator, conditions and diseases listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association,

Washington, D.C. (DSM), including other non-psychotic Mental Disorders, as determined by the Claims Administrator.

The definition of Mental Disorder (Mental Health) shall be the basis for determining Benefits, despite whether the conditions are genetic, organic, chemical or biological, regardless of cause or other medical conditions.

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

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

Network Provider – An Employer Preferred Option Provider or a Provider that has signed an agreement with the Claims Administrator or another Blue Cross and Blue Shield plan to participate as a member of the Preferred Care PPO Provider Network or another PPO Network. This Provider may also be referred to as an EPO Provider or In-Network Provider.

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

No Surprises Act (NSA) – A portion of the Consolidated Appropriations Act, 2021 (Public Law 116-260) enacted on December 27, 2020, that establishes patient rights and protections from surprise billing and limits cost sharing under many of the circumstances in which surprise billing occurs most frequently.

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

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

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

Open Enrollment Period – A period of time, designated by the Plan, during which an eligible Employee, Retiree and any eligible Dependents may enroll for Benefits under this Plan.

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

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

Network and Non-Network Benefit categories may each carry separate Out-of-Pocket Amounts shown on the Schedule of Benefits.

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

Over-Age Dependent – A Dependent child (or grandchild) who is age twenty-six (26) or older, reliant on the Employee for support, and is incapable of sustaining employment because of an intellectual or physical disability that began prior to age twenty-six (26). Coverage of the Over-Age Dependent may continue after age twenty-six (26) for the duration of incapacity if, prior to or within thirty-one (31) days of the Dependent child reaching age twenty-six (26), an application for continued coverage with current medical information from the Dependent child's attending Physician is submitted to the Plan. The Plan may require additional or periodic medical documentation regarding the Dependent child's intellectual or physical disability as often as it deems necessary, but not more

frequently than once per year after the two-year period following the child's twenty-sixth (26<sup>th</sup>) birthday. The Plan may terminate coverage of the Over-Age Dependent if the Plan determines the Dependent child is no longer reliant on the Employee for support or is no longer intellectually or physically disabled to the extent he or she is incapable of sustaining employment.

Partial Hospitalization Programs – Programs that provide structured and medically supervised day, evening and/or night treatment for at least four (4) hours per day and three (3) days per week, although some patients may need to attend less often. The services are of essentially the same nature and intensity (including medical and nursing) as those provided in a Hospital except that patients are in the program less than twenty-four (24) hours per day. Patients are not considered residents at the program. The range of services addresses a Mental Health and/or a substance use disorder through an individualized treatment plan provided by a coordinated multidisciplinary treatment team.

Pharmacy Benefit Manager (PBM) – A third-party administrator of Prescription Drug programs.

Physical Therapy – The treatment of disease or injury by the use of therapeutic exercise and other interventions that focus on improving posture, locomotion, strength, endurance, balance, coordination, joint mobility, flexibility, and alleviating pain.

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

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

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

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

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

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

Pre-Existing Condition – A physical or mental condition for which medical advice, diagnosis, care or treatment was recommended or received within a specified period of time prior to the Enrollment Date or the first day of coverage under another plan.

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

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

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

Primary Care Physician (PCP) – A Physician who is a family practitioner, general practitioner, internist, geriatrician or pediatrician. When performing primary care services, a nurse practitioner and a physician assistant may be treated as a PCP.

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

The Claims Administrator determines which services are Private Duty Nursing Services. Private Duty Nursing Services that are determined by the Claims Administrator to be Custodial Care are not covered.

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

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

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

- A. Employer Preferred Option Provider – A Provider in the Blue Connect Network. This Provider is also referred to as an EPO Provider or Network Provider.
- B. Network Provider – A Provider that has a signed contract with the Claims Administrator to participate in its Preferred Care PPO Network.
- C. Participating Provider – A Provider that has a signed contract with the Claims Administrator or another Blue Cross and Blue Shield plan for other than a Preferred Care PPO Provider Network.
- D. Non-Participating Provider – A Provider that does not have a signed contract with the Claims Administrator or another Blue Cross and Blue Shield plan.

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

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

Quality Blue Provider – Any Provider who has signed a contract to participate in the Quality Blue program. Currently, Quality Blue Providers include family practitioners, general practitioners, pediatricians, internists, geriatricians, nurse practitioners, and physician assistants, but more Providers may contract to participate in the Quality Blue program. To verify if a Provider participates in the Quality Blue program, the Plan Participant may review a Provider directory on the Claims Administrator's website at [www.lablue.com](http://www.lablue.com) or contact the Claims Administrator's customer service department at the number on the ID card.

Rehabilitative Care – Healthcare services and devices that help a person keep, resume or improve skills and functioning for daily living that have been lost or impaired because a patient was sick, hurt or disabled. These services may include Physical Therapy, Occupational Therapy, Speech/Language Pathology Therapy, Cardiac Rehabilitation, Pulmonary Rehabilitation and psychiatric rehabilitation services in a variety of Inpatient and/or Outpatient settings.

Remote Patient Therapy Services – A mode of delivering healthcare services that involves the collection of and electronic transmission of biometric data that are analyzed and used to develop, manage, and update a treatment plan related to a chronic and/or acute health condition. Remote Patient Therapy Services must be ordered by a licensed Physician, physician assistant, advanced practice registered nurse, or other qualified healthcare Provider

who has examined the patient and with whom the patient has an established, documented, and ongoing relationship.

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

Rescission – Cancellation or discontinuance of coverage that has a retroactive effect. This includes a cancellation that treats a plan as void from the time of enrollment or a cancellation that voids Benefits paid up to one (1) year before the cancellation.

Residential Treatment Center – A twenty-four (24) hour, non-acute care treatment setting to actively treat specific impairments of Mental Health or substance use disorders.

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

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

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

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

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

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

- A. Inpatient medical care, treatment and skilled nursing care as defined by Medicare and which meets the Medicare requirements for this type of facility;
- B. full-time supervision by at least one (1) Physician or Registered Nurse;
- C. twenty-four (24) hour nursing service by Registered Nurses or Licensed Practical Nurses; and
- D. utilization review plans for all patients.

Sound Natural Tooth – A healthy natural tooth that is functioning in the mouth; is organically formed by natural development of the body (not artificial or manufactured); is not predisposed to injury due to extensive restoration, disease, or decay; and has at least fifty percent (50%) bony support. Examples of teeth that are not Sound Natural Teeth are teeth that are included in bridges, have received root canal treatment, have extensive restoration or restorative material, or have caps and/or crowns.

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

Special Enrollee – An Eligible Person who is entitled to and who requests special enrollment (as described in this Plan) within thirty (30) days of experiencing a HIPAA special enrollment event including, but not limited to, losing other certain health coverage under certain circumstances enumerated by law (unless a longer period is required by applicable law) or acquiring a new Dependent as a result of marriage, birth, adoption or placement for adoption.

Special Enrollment Period – The thirty (30) day period of time during which a Plan Participant and eligible Dependents may enroll or disenroll from coverage under this Benefit Plan outside of the Open Enrollment Period.

Specialist – A Physician who is not practicing in the capacity of a Primary Care Physician.

Speech/Language Pathology Therapy – The treatment used to manage speech/language, speech language development, cognitive-communication and swallowing disorders. The therapy must be used to improve or restore function.

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

Surgery –

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

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

- A. Asynchronous Telehealth Services – the transmission of a patient's pre-recorded medical information from an originating site to the Provider at a distant site without the patient being present.
- B. Synchronous Telehealth Services – the interaction between patient and Provider in different locations in real time, by means of two-way video and audio transmission, usually through an established patient portal.

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

Temporary Employee – An Employee who is employed for one hundred twenty (120) consecutive calendar days or less.

Temporomandibular Joint (TMJ) Disorders – Disorders resulting in pain or dysfunction of the temporomandibular joint which arise out of rheumatic disease, dental occlusive disorders, internal or external joint stress, or other causes. Temporomandibular Joint (TMJ) Disorders do not include pain or dysfunction of the temporomandibular joint caused by acute dental conditions (e.g., caries or periodontal disease), acute and chronic sinus disease, carotidynia, cervical spine pathology, disorders of the salivary glands, otologic (ear) disorders, neuralgias of the head and neck, and headache syndromes (migraine, cluster and/or tension). Note that the exclusion of the foregoing listed conditions from the definition of Temporomandibular Joint (TMJ) Disorders does not necessarily mean those listed conditions are Covered Services under this Benefit Plan.

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

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

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

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

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

## ARTICLE III.

## SCHEDULE OF ELIGIBILITY

THE PLAN ADMINISTRATOR HAS FULL DISCRETIONARY AUTHORITY TO DETERMINE ELIGIBILITY FOR COVERAGE/BENEFITS AND/OR TO CONSTRUE THE TERMS OF THIS PLAN.

NOTE: A Temporary Employee does not meet the Eligibility Requirements under this Benefit Plan, unless such Temporary Employee is determined to be an FTE.

### A. Persons to be Covered

#### 1. Employee

- a. A full-time Employee as defined by the Employer and any FTE, both as determined in accordance with applicable state and federal law.
- b. Spouse, Both Employees – NO ONE MAY BE ENROLLED SIMULTANEOUSLY AS AN EMPLOYEE AND AS A DEPENDENT UNDER THE PLAN, NOR MAY A DEPENDENT BE COVERED BY MORE THAN ONE EMPLOYEE. If a covered Spouse is eligible for coverage as an Employee and chooses to be covered separately at a later date, that person will be a covered Employee effective the first day of the month after the election of separate coverage. The change in coverage will not increase Benefits.
- c. Effective Dates of Coverage, New Employee, Transferring Employee, and FTE

Coverage for each Employee who completes the applicable enrollment form and agrees to make the required payroll contributions to his/her Employer is effective as follows:

- (1) For new full-time Employees, regardless of date of hire the effective date begins the first billing date following date of employment (for example, if hired on March 6th, coverage will begin on April 1st).
  - (2) Employee coverage will not become effective unless the Employee completes an enrollment form within thirty (30) days following the date of employment. If the Employee does not timely complete an enrollment form, the Employee will have to wait to enroll until the next Annual Enrollment period or special enrollment period.
  - (3) An Employee who is determined to be an FTE shall be allowed to enroll in the Plan with coverage effective as required under Code Section 4980H, which is the first day of the Plan Year for those Employees determined to be FTEs during the standard determination period and which is no later than the thirteenth (13) month of employment for those Employees determined to be FTEs during their initial measurement period.
  - (4) Employee coverage will become effective concurrent with the date employment begins when required by state law during a federal or state declaration of disaster or emergency involving risk to the health of individuals employed by a public elementary or secondary school system.
- d. Re-enrollment for Health and/or Life Benefits
    - (1) Full-time Employees returning to full-time or part-time status with less than thirteen (13) weeks (less than twenty-six (26) weeks for educational institutions) since separation or termination may resume coverage if application is made within thirty (30) days following return to work. Coverage will resume on the first of the month following return to work.
    - (2) If an Employee acquires an additional Dependent during the termination period, that Dependent may be covered if added within thirty (30) days of re-employment.

e. Board Members

Except as otherwise provided by law, board members are not eligible to participate in this Plan. This provision does not apply to members of school boards defined by the Employer as full-time Employees.

2. Retirees

**Retiree Vesting Schedule:**

<b>Years of Participation</b>	<b>Percentage of St. Tammany Parish School Board Subsidy</b>
10 years or less	25%
More than 10 years, but less than 15 years	50%
15 years or more, but less than 20 years	75%
20 years or more	100%

**When a Retiree becomes eligible for Medicare, they must elect coverage under a group-sponsored Medicare Advantage Plan.**

In the event the Retiree enrolls in a group-sponsored Medicare Advantage Plan, canceling coverage with the Plan, which included coverage of a Dependent, the Dependent is entitled to continue coverage on the Plan as a Retiree Dependent.

3. Documented Dependent Coverage – Eligibility

- a. Documented Dependent of an eligible Employee or Retiree will be eligible for Dependent coverage on the latest of the following dates:
  - (1) The date the Employee becomes eligible;
  - (2) The date the Retiree becomes eligible; or
  - (3) The Date Acquired for the Employee/Retiree’s Dependent.
- b. Effective Dates of Coverage – Application for coverage must be made within thirty (30) days of eligibility for coverage.
  - (1) Documented Dependents of Employees – Coverage will be effective on the Date Acquired.
  - (2) Documented Dependents of Retirees – Coverage will be effective on the first day of the month following the date of retirement if the Retiree and his/her Dependents were covered immediately prior to retirement. Coverage for Dependents of Retirees first becoming eligible for Dependent coverage following the date of retirement will be effective on the Date Acquired.
- c. NO ONE MAY BE ENROLLED SIMULTANEOUSLY AS AN EMPLOYEE AND AS A DEPENDENT UNDER THE PLAN, NOR MAY A DEPENDENT BE COVERED BY MORE THAN ONE EMPLOYEE.

4. HIPAA Special Enrollment Events

Certain eligible persons may enroll in the Plan if they experience a HIPAA Special Enrollment Event as provided by federal law. HIPAA Special Enrollment Events include but are not limited to birth, adoption, placement for adoption, marriage, eligibility for premium assistance subsidy under Medicaid or State Children’s Health Insurance Program (SCHIP) coverage, loss of other health coverage through divorce,

legal separation, or annulment, and loss of eligibility based on termination of Medicaid or SCHIP coverage. Application to the Plan Administrator must be made within thirty (30) days of the HIPAA Special Enrollment Event unless a longer period is provided by federal law or by the Plan Administrator.

5. Other Special Enrollment or Disenrollment Events

Employees/Retirees may also change coverage outside of Annual Enrollment if they or an applicable eligible Dependent experience a Plan-recognized Qualified Life Event that allows for a specific change in coverage and make timely application to the Plan Administrator for such. The Plan-recognized Qualified Life Events are subject to change at any time and can be found at <https://info.groupbenefits.org/gle/>.

6. Medicare Advantage Option for Retirees

When a Retiree becomes eligible for Medicare, they must elect coverage under a group-sponsored Medicare Advantage Plan. In the event the Retiree enrolls in a group-sponsored Medicare Advantage Plan, canceling coverage with the Plan, which included coverage of a Dependent, the Dependent is entitled to continue coverage on the Plan as a Retiree Dependent.

Retirees who elect to participate in a Medicare Advantage Plan sponsored by the Group will not be allowed to reenroll in this Plan upon withdrawal from or termination of coverage in the Medicare Advantage Plan.

Retirees who elect to participate in a Medicare Advantage Plan not sponsored by the Group will not be allowed to reenroll in this Plan upon withdrawal from or termination of coverage in the Medicare Advantage Plan.

7. TRICARE for Life Option for Military Retirees

Retirees eligible to participate in the TRICARE for Life (TFL) option on and after October 1, 2001, who cancel coverage with the Plan upon enrollment in TFL may re-enroll in the Plan in the event that the TFL option is discontinued, or its benefits are significantly reduced.

**B. Medical Child Support Orders**

A Dependent Child shall be enrolled for coverage under the Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN). Application must be made within thirty (30) days of the receipt of the QMCSO or NMSN. Coverage will be effective the first of the month following the Plan Administrator's receipt of timely application and all required supporting documentation. An Employee who is not currently enrolled in the Plan may enroll to effect coverage for his or her Dependent(s) who are the subject of the QMCSO.

1. A QMCSO is a state court order or judgment, including approval of a settlement agreement that:

- a. Provides for support of a covered Plan Participant's Dependent Child;
- b. Provides for healthcare coverage for that Dependent Child;
- c. Is made under state domestic relations law (including a community property law);
- d. Relates to Benefits under the Plan; and
- e. Is qualified in that it meets the technical requirements of applicable state law.

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

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

### **C. Change of Classification**

1. Adding or Deleting Dependents

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

2. Change in Coverage

When the addition of a Dependent as a result of a HIPAA Special Enrollment Event results in a change in classification, the change in classification will be effective on the date of the HIPAA Special Enrollment Event.

3. Notification of Change

It is the Employee's/Retiree's responsibility to make application for any change in classification or coverage amount.

## **ARTICLE IV.**

## **BENEFITS**

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

### **A. Benefit Categories**

1. Network Benefits (In-Network) – Benefits for Covered Services received from an Employer Preferred Option or a Preferred Care PPO Provider. When a Plan Participant receives care from a Network Provider, the Plan Participant will receive the highest level of Benefits on this Plan.
2. Non-Network Benefits (Out-of-Network) – Benefits for Covered Services received from a Provider who is not contracted with the Claims Administrator as an Employer Preferred Option or a Preferred Care PPO Provider. Participating Providers and Non-Participating Providers are not contracted with the Employer Preferred Option Network or Our Preferred Care PPO Network. When a Plan Participant receives care from a Non-Network Provider, the Plan Participant will receive a lower level of Benefits on this Plan.
3. Network and Non-Network Benefit categories may each carry separate Deductible Amounts and Out-of-Pocket Amounts shown on the Schedule of Benefits.

### **B. Deductible Amounts and Coinsurance**

1. Subject to the Deductible Amounts shown on the Schedule of Benefits, the maximum limitations hereinafter provided, and other terms and provisions of this Benefit Plan, the Plan will provide Benefits in accordance with the Coinsurance shown on the Schedule of Benefits toward Allowable Charges incurred for Covered Services received by a Plan Participant during a Benefit Period.

Deductible Amounts will accrue to the Out-of-Pocket Amount, except as otherwise shown on the Schedule of Benefits or as specified in this Benefit Plan. The following Deductible Amounts may apply to Benefits provided by this Plan:

- a. Individual Deductible Amount: The dollar amount, shown on the Schedule of Benefits, of Allowable Charges for Covered Services that the Plan Participant must pay within a Benefit Period before the Plan starts paying Benefits. A separate Deductible Amount may apply to certain Covered Services if shown as applicable on the Schedule of Benefits.
  - b. Family Deductible Amount: For Plan Participants in a class of coverage with more than one (1) Plan Participant, no more than the amount shown on the Schedule of Benefits is required to each satisfy the Individual Deductible Amount. Once the family has met its Family Deductible Amount, this Benefit Plan starts paying Benefits for all covered members of the family, even if each covered family member has not met the Individual Deductible Amount. No Plan Participant may contribute more than the Individual Deductible Amount to satisfy the maximum amount required of a family. Only Individual Deductible Amounts accrue to the Family Deductible Amount.
2. The Coinsurance is shown on the Schedule of Benefits for a Covered Service. The Plan Participant must first pay any applicable Deductible Amount before the Coinsurance. After any applicable Deductible Amount has been met, and subject to the maximum limitations and other terms and provisions of this Benefit Plan, the Plan will provide Benefits in the Coinsurance shown on the Schedule of Benefits toward Allowable Charges for Covered Services. The actual payment to a Provider or payment to the Plan Participant satisfies the Plan Sponsor's obligation to provide Benefits under this Benefit Plan.
  3. The Claims Administrator will apply the Plan Participant's Claims to the Deductible Amount in the order in which Claims are received and processed. It is possible that one Provider may collect the Deductible Amount from the Plan Participant, then when the Plan Participant receives Covered Services from another Provider, that Provider also collects the Plan Participant's Deductible Amount. This generally occurs when the Plan Participant's Claims have not been received and processed by the Claims Administrator. The Claims Administrator's system will only show the Deductible Amount applied for Claims that have been processed. Therefore, the Plan Participant may need to pay toward the Deductible Amount until Claims are submitted and processed, showing that the Deductible Amount has been met. If the Plan Participant overpays the Deductible Amount, the Plan Participant is entitled to receive a refund from the Provider to whom the overpayment was made.
  4. Under certain circumstances, if the Plan pays a healthcare Provider amounts that are the Plan Participant's responsibility, such as any applicable cost sharing, the Plan may collect such amounts directly from You.

### **C. Copayment Services**

The Plan Participant must pay a Copayment each time applicable Covered Services are rendered, until the Plan Participant meets the Out-of-Pocket Amount. The amount of the Copayment depends upon the type of Network Provider rendering the service. Office visit Copayments will be at the Primary Care Physician (PCP) or Specialist amount shown on the Schedule of Benefits.

Plan Participants pay the lowest office visit Copayment when obtaining care from a PCP. PCPs are family practitioners, general practitioners, internists, geriatricians and pediatricians. Each member of the family may use a different PCP. PCPs may coordinate healthcare needs from consultation to hospitalization, direct a Plan Participant to an appropriate Provider when necessary, and assist in obtaining any required Authorizations.

If one Provider directs a Plan Participant to another Provider, the Plan Participant must make sure that the new Provider is an Employer Preferred Option or Preferred Care PPO Network Provider before receiving care. If the new Provider is not a Network Provider, Benefits will be processed at the Non-Network Benefit level and the Allowable Charge applicable to that Provider.

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

Examples of Covered Services subject to Copayments:

- a. Allergy Testing.
  - b. Chemotherapy.
  - c. Eye Testing.
  - d. Infusion Therapy.
  - e. Office Visit charges and consultation.
2. The following services are covered at one hundred percent (100%) of the Allowable Charge when obtained in the office and performed by a Network Physician or other Provider who is subject to an office visit Copayment:
- a. Injections (other than Allergy Injections).
  - b. Low-Tech Imaging Services (X-Rays, Labs, Machine Tests).
  - c. Office Surgery (Surgical procedures performed in the Physician's office).
  - d. Radiation Therapy.
3. Copayments do not apply to every service and/or supply rendered in an office setting. Examples of services and/or supplies that are subject to the Individual Deductible Amount and applicable Coinsurance are listed below:
- a. Allergy Injections.
  - b. Allergy Serums.
  - c. Cardiac Rehabilitation.
  - d. Day Rehabilitation Programs.
  - e. High-Tech Imaging Services (MRI/MRAs, CT Scans, PET Scans, Nuclear Cardiology).
  - f. Medical and Surgical Supplies.
  - g. Occupational Therapy.
  - h. Physical Therapy.
  - i. Pulmonary Rehabilitation.
  - j. Speech Therapy.

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

1. After the Plan Participant has met the applicable Out-of-Pocket Amount shown on the Schedule of Benefits, the Plan will pay one hundred percent (100%) of the Allowable Charges for Covered Services for the remainder of the Benefit Period.
2. The following accrue to the Out-of-Pocket Amount of this Benefit Plan:

- a. Deductible Amounts
  - b. Coinsurance
  - c. Copayments
3. The following do not accrue to the Out-of-Pocket Amount of this Benefit Plan:
- a. Any charges in excess of the Allowable Charge;
  - b. Any penalties the Plan Participant or Provider must pay;
  - c. Charges for non-Covered Services; and
  - d. Any other amounts paid by the Plan Participant other than applicable cost sharing.

**ARTICLE V. HOSPITAL BENEFITS**

All Admissions (including, but not limited to, elective or non-Emergency, Emergency, Pregnancy Care, Mental Health and substance use disorders Admissions) must be Authorized as shown on the Schedule of Benefits and in the Care Management Article of this Benefit Plan. In addition, at regular intervals during the Inpatient stay, the Claims Administrator will perform a Concurrent Review to determine the appropriateness of continued hospitalization as well as the level of care. The Plan Participant must pay any applicable cost sharing shown on the Schedule of Benefits. The following services furnished to a Plan Participant by a Hospital are covered.

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

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

- 1. Hospital room and board and general nursing services.
- 2. In a Special Care Unit for a critically ill Plan Participant requiring an intensive level of care.
- 3. In a Skilled Nursing Facility or Unit or while receiving skilled nursing services in a Hospital or other facility approved by Us.
- 4. In a Residential Treatment Center for Plan Participants with a Mental Disorder or substance use disorders.

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

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

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

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

## **ARTICLE VI.**

## **MEDICAL AND SURGICAL BENEFITS**

Benefits for the following medical and Surgical services are available and may require Authorization. See the Schedule of Benefits and the Care Management Article to determine which services require Authorization. A Plan Participant must pay any applicable cost sharing shown on the Schedule of Benefits.

### **A. Surgical Services**

#### 1. Surgery

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

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

##### a. Primary Service

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

##### b. Secondary Service

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

##### c. Incidental Service

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

##### d. Unbundled Services

- (1) Unbundling occurs when two (2) or more service codes are used to describe a medical or Surgical service performed when a single, more comprehensive service code exists that accurately describes the entire medical or Surgical service performed. The unbundled services are considered included in the proper comprehensive service code as determined by the Claims Administrator.

- (2) The Allowable Charge of the comprehensive service code includes the charge for the unbundled services. The Plan will provide Benefits according to the proper comprehensive service code, as determined by the Claims Administrator.

e. Mutually Exclusive Services

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

3. Assistant Surgeon

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

4. Anesthesia

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

5. Second Surgical Opinion

Benefits are available for Consultation and directly related Diagnostic Services to confirm the need for elective Surgery. The Physician that provides a second or third opinion must not be the Physician who first recommended elective Surgery. A second or third opinion is not mandatory to receive Benefits.

**B. Inpatient Medical Services**

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

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

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

1. Home, office, and other Outpatient visits for examination, diagnosis, and treatment of an illness or injury. Benefits for Outpatient medical services do not include separate payments for routine pre-operative and post-operative medical visits for Surgery or Pregnancy Care.
2. Consultation (as defined in this Benefit Plan);
3. Diagnostic Services;
4. Services of an Ambulatory Surgical Center; and
5. Services of an Urgent Care Center.

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

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

### **E. Classification of Benefits as Medical Surgical (MS) Benefits Versus Mental Health/Substance Use Disorder (MH/SUD) Benefits**

1. Benefits shall be categorized as either Medical/Surgical (MS Benefits) Benefits or Mental Health (MH) and Substance Use Disorder (SUD) Benefits (collectively termed MH/SUD Benefits) according to the 10th revision of the International Statistical Classification of Diseases and Related Health Problems (ICD-10).
2. Specific benefits offered and services provided may be mapped to either category of MS Benefits or MH/SUD Benefits depending on the diagnosis.
3. For purposes of the classification, the following definitions are applicable:
  - a. Medical/Surgical (MS) Benefits – Benefits with respect to items or services for medical conditions or Surgical procedures, as defined under the terms of the Plan, and in accordance with applicable federal and state law, but not including MH/SUD Benefits.
  - b. Mental Health/Substance Use Disorder (MH/SUD) Benefits – Mental Health (MH) Benefits with respect to items or services for mental health conditions, as defined under the terms of the Plan and in accordance with applicable federal and state law. Substance Use Disorder (SUD) Benefits mean benefits with respect to items or services for substance use disorders, as defined under the terms of the Plan and in accordance with applicable federal and state law. MH/SUD Benefits include conditions and diseases listed in the most recent edition of the International Statistical Classification of Diseases and Related Health Problems (ICD) as psychotic disorders, mood disorders, stress-related disorders, personality and mental retardation; other nonpsychotic mental disorders listed in the ICD, to be determined by the Plan; or disorders listed in the ICD requiring treatment for misuse or dependence upon substances such as alcohol, narcotics, or hallucinogens.

**ARTICLE VII.****PREVENTIVE OR WELLNESS CARE**

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

This Benefit Plan covers services recommended by the United States Preventive Services Task Force (receiving grades of A or B), the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, and the Health Resources and Services Administration. The list of Covered Services changes from time to time. New Preventive or Wellness Care services usually become covered within one (1) year from the date recommended. To check the current list of recommended services, visit the United States Department of Health and Human Services' website at: <https://www.healthcare.gov/preventive-care-benefits/> or contact Our customer service department at the telephone number on the ID card.

Plan Participants may obtain information on the exceptions process related to the coverage of contraceptive services on Our website [www.lablue.com/birthcontrol](http://www.lablue.com/birthcontrol). This exception process is only applicable to plans which cover contraceptive services.

**A. Preventive or Wellness Care Benefits**

1. If a Plan Participant receives Covered Services for Preventive or Wellness Care from a Network Provider, the Deductible Amount does not apply and Benefits will be paid at one hundred percent (100%) of the Allowable Charge, unless otherwise stated below.
2. If a Plan Participant receives Covered Services for Preventive or Wellness Care from a Non-Network Provider, no Benefits are available.
3. After any limitation is met, Claims for additional Preventive or Wellness Care will be subject to standard Benefits and any applicable cost sharing unless the service is excluded from coverage under this Benefit Plan (e.g., the service is not Medically Necessary).

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

PREVENTIVE OR WELLNESS CARE SERVICES	AGE / CRITERIA
<b>EXAMINATIONS AND TESTING – ALL ADULTS</b>	
Routine Wellness Physical Examination – Routine wellness diagnostic tests ordered by Physician (a urinalysis, complete blood count (CBC), serum chemistries, calcium, potassium, cholesterol and blood sugar levels).  High-Tech Imaging Services such as an MRI, MRA, CT Scan, PET Scan, and nuclear cardiology are not covered under this Preventive or Wellness Benefit but may be covered under standard Benefits.	All Ages
Colorectal Cancer Screenings	
<ul style="list-style-type: none"> <li>• Fecal Immunochemical Test (FIT) for blood Limited to one (1) per Benefit Period.</li> </ul>	Ages 45 – 75
<ul style="list-style-type: none"> <li>• Flexible Sigmoidoscopy Limited to one (1) every five (5) years.</li> </ul>	Ages 45 – 75
<ul style="list-style-type: none"> <li>• Colonoscopy Limited to one (1) every ten (10) years. Includes Physician prescribed colonoscopy preparation medications. Limited to two (2) prescriptions for selected Generic Drugs.</li> </ul>	Ages 45 – 75
<ul style="list-style-type: none"> <li>• Cologuard DNA Testing Limited one (1) per Benefit Period.</li> </ul>	Ages 45 – 75

<ul style="list-style-type: none"> <li>Computed Tomographic (CT) Colonography Limited to one (1) every five (5) years.</li> </ul>	Ages 45 – 75
Any additional screenings will be subject to Deductible Amounts and Coinsurance. Services deemed Investigational are not covered. Investigational services include, but are not limited to, additional colorectal cancer screenings of average risk individuals once the specified screening limit is met and screenings below age 45 and over age 75.	
<b>IMMUNIZATIONS – ALL ADULTS</b>	
Immunizations recommended by Physician	All Ages
Seasonal Flu and H1N1 Immunizations	All Ages
<b>SCREENINGS, COUNSELING AND SUPPLEMENTS – ALL ADULTS</b>	
Anxiety / Behavioral / Social / Emotional Screening Limited to one (1) per Benefit Period.	All Ages
Blood Pressure Screenings	
<ul style="list-style-type: none"> <li>Office Blood Pressure Monitoring</li> <li>Ambulatory Blood Pressure Monitoring (ABPM)</li> <li>Home Blood Pressure Monitoring (HBPM)</li> </ul> Limited to one (1) per Benefit Period for services listed above.	Ages 18 and older
<ul style="list-style-type: none"> <li>Annual Blood Pressure Screening</li> </ul>	40 years or older and those at increased risk for high blood pressure
Cardiovascular Disease Counseling	Adults with cardiovascular disease risk factors
Cholesterol Screening	Men: Ages 20 – 35 if at risk; or 35 and older Women: Ages 20 – 45 if at risk; or 45 and older
Depression and Suicide Risk Screening	All Ages
Diet Counseling	Adults with hyperlipidemia and other risk factors
Fall Prevention Intervention	Ages 65 and older
Generic Low-to-Moderate Dose Statins	40–75 years with no history of CVD, 1 or more CVD risk factors, and a calculated 10-year CVD event risk of 10% or greater
Hepatitis B Screening	High risk adults
Hepatitis C Screening Limited to one (1) per Benefit Period	All Ages
HIV Screening and Counseling	Ages 15 – 65; younger or older if at increased risk
Lung Cancer Counseling	All Ages
Lung Cancer Screening	Ages 50 – 80 (per guidelines for smoking history)
Obesity Screening and Counseling Limited to twenty-four (24) per Benefit Period.	Adults with a body mass index higher than 30 kg/m <sup>2</sup>
Preexposure Prophylaxis (PrEP) for HIV Prevention	Persons at high risk of HIV acquisition
Sexually Transmitted Infections Counseling	Sexually active adults at increased risk
Skin Cancer Screening	Ages 6 months – 24 years
Syphilis Screening	Adults at increased risk

Latent Tuberculosis Infection (LTBI) Screening	Asymptomatic adults 18 years and older at increased risk for infection
Smoking Cessation Treatment including Generic/Single Source Brand Prescription and Over-the-Counter (OTC) Smoking Cessation Products Limited to one hundred and eighty (180) days per calendar year.	All Ages
Tobacco Use Screening and Counseling for Smoking Cessation	All Ages
Prediabetes and Type 2 Diabetes Screening	Persons who are overweight or obese
Unhealthy Alcohol Use Screening and Counseling	Ages 18 and older
Unhealthy Drug Use Screening	Ages 18 and older
<b>COVERED SERVICES FOR FEMALES</b>	
Contraceptives – All Food and Drug Administration approved, granted, or cleared methods, as prescribed by a Physician	Women with reproductive capacity
BRCA1 & BRCA2 Genetic Testing – Screening and Counseling	Women with family history of risk (per guidelines)
Breast Cancer Chemoprevention Counseling	Women at risk for breast cancer
Chlamydia Infection Screening	Women, including pregnant persons, Ages 24 and younger who are sexually active; older if at increased risk
Generic Folic Acid Supplements (Prescription Drug Benefit) 0.4mg to 0.8mg/day	Women who are planning or capable of pregnancy
Gonorrhea Screening	Women, including pregnant persons, Ages 24 and younger who are sexually active; older if at increased risk
Human Papillomavirus (HPV) DNA Testing Limited to one (1) every five (5) years. Testing may be completed alone or in conjunction with a routine pap smear.	Ages 30 – 65 years
Intimate Partner Violence Screening and Counseling	Ages 14 – 50
Mammography Examination, including Breast Ultrasound	
<ul style="list-style-type: none"> <li>One (1) exam per calendar year, unless otherwise prescribed by a doctor for ages 40-49.</li> </ul>	All Ages
A breast ultrasound may be completed alone or in conjunction with a mammogram.	
See below for details on coverage of Breast MRIs.	
Breast MRIs	
<ul style="list-style-type: none"> <li>Annual Breast MRI for women with hereditary susceptibility or prior chest wall radiation.</li> </ul>	Age 25+
<ul style="list-style-type: none"> <li>Access to supplemental imaging (Breast MRI) upon recommendation of Physician for women with &gt;20% predicted lifetime risk.</li> </ul>	Age 35+
<ul style="list-style-type: none"> <li>Supplemental imaging (Breast MRI if breast ultrasound is inconclusive) if recommended by Physician for women with C and D breast density.</li> <li>Annual Breast MRI if recommended by Physician for women with prior history of breast cancer under 50 years of age.</li> <li>Annual Breast MRI if recommended by Physician for women with prior history of breast cancer at any age with C and D breast density.</li> </ul>	Age 40+
The services shall be in accord with applicable recommendations in the National Comprehensive Cancer Network (NCCN) guidelines.	
The Deductible Amount, if applicable, will be waived.	

Benefits will not be paid at one hundred percent (100%). All other MRIs payable same as High-Tech Imaging Services. Prior Authorization may be required.	
Medications for Risk Reduction of Primary Breast Cancer	Asymptomatic Women: Ages 35 years or older without a prior diagnosis of breast cancer and who are at increased risk for breast cancer
Patient Navigation Services for Breast Cancer Screenings and Cervical Cancer Screenings and Follow-Up  Limited to Patient Navigation Services provided by Blue Cross and Blue Shield of Louisiana's or HMO Louisiana, Inc.'s Care Management department. Contact the Care Management department for these services at 1-800-317- 2299 or by emailing <a href="mailto:CareManagementTeam@lablue.com">CareManagementTeam@lablue.com</a> .	Females eligible for routine breast cancer screening or cervical cancer screening and experiencing barriers to breast cancer screening or cervical cancer screening and follow-up.
Obesity Prevention Counseling	Midlife women: Ages 40 to 60 years with normal or overweight body mass index (BMI) (18.5-29.9 kg/m <sup>2</sup> )
Osteoporosis Screening	
• Limited to one (1) every two (2) years.	Ages 65 or older
• Limited to one (1) every two (2) years.	Younger postmenopausal women (ages 40 – 64) at risk (per guidelines)
Permanent Sterilization Methods	Women with reproductive capacity
Routine Gynecological or Obstetrical Care Visits	As age and developmentally appropriate
Routine Pap Smear Limited to one (1) per Benefit Period.	All Ages
Sexually Transmitted Infections Counseling	Sexually active women
Urinary Incontinence Screening – Annually	Impacts activities and quality of life of women
Violence and Domestic Abuse Counseling – Annually	Women and adolescent females
<b>COVERED SERVICES FOR PREGNANT FEMALES</b>	
Aspirin – 81mg for prevention of preeclampsia, generic over-the-counter (Prescription Drug Benefit)	Ages 54 or younger after 12 weeks of gestation
Anemia Screening	During pregnancy
Anxiety / Behavioral / Social / Emotional Screening Limited to one (1) per Benefit Period.	During pregnancy or the postpartum period
Bacteriuria Screening	During 12 – 16 weeks of gestation or at first prenatal visit
Breastfeeding Interventions	During pregnancy and after birth
Counseling for Healthy Weight & Weight Gain in Pregnancy	During pregnancy

Diabetes after Pregnancy Testing and Screening  Initial testing should ideally occur within the first year postpartum.	During the postpartum period for women with history of gestational diabetes who are not currently pregnant and have not been previously diagnosed with type 2 diabetes
Electric and Manual Breast Pumps	During the postpartum period
Gestational Diabetes Testing and Screening	Asymptomatic pregnant women at or after 24 weeks of gestation
Hepatitis B Screening	During first prenatal visit
Lactation Counseling	During pregnancy and after each birth
Lactation Supplies for Machine Use Only Limited to three hundred and twenty (320) milk storage bags per Benefit Period.	During the postpartum period
Perinatal Depression Prevention  Limited to eighteen (18) counseling visits per Benefit Period.	During pregnancy and up to 1 year postpartum for women who do not have a current diagnosis of depression but are at increased risk
Hypertensive Disorders of Pregnancy Screening	Throughout the pregnancy
Rh Incompatibility Screening	Pregnant women during 24 – 28 weeks of gestation if at risk or at first prenatal visit
Syphilis Screening	During pregnancy
Tobacco Use Screening and Interventions, with Expanded Counseling	During pregnancy
<b>COVERED SERVICES FOR MALES</b>	
Abdominal Aortic Aneurysm Screening Limited to one-time Screening	Men who have smoked: Ages 65 – 75
Prostate Cancer Screening	
<ul style="list-style-type: none"> <li>Routine digital rectal exam Limited to one (1) per Benefit Period.</li> </ul>	Ages 50 and older or as recommended by doctor for ages 40 – 49
<ul style="list-style-type: none"> <li>Prostate Specific Antigen (PSA) test Limited to one (1) per Benefit Period.</li> </ul>	Ages 50 and older or as recommended by doctor for ages 40 – 49
<ul style="list-style-type: none"> <li>Second visit, for follow-up treatment within sixty (60) days after the visit if it is related to a condition that is diagnosed or treated during the visit and recommended by a doctor.</li> </ul>	Older than 40 years
<b>COVERED SERVICES FOR CHILDREN &amp; ADOLESCENTS</b>	
Routine Wellness Physical Examination – Routine wellness diagnostic tests ordered by Physician (a urinalysis, complete blood count (CBC), serum chemistries, calcium, potassium, cholesterol and blood sugar levels).  High-Tech Imaging Services such as an MRI, MRA, CT Scan, PET Scan, and nuclear cardiology are not covered under this Preventive or Wellness Benefit but may be covered under standard Benefits.	All Ages

Well Baby Care	As recommended by Physician for developmental milestones
Immunizations recommended by Physician	All Ages
Seasonal Flu and H1N1 Immunizations	All Ages
Alcohol and Drug Use Assessments	Ages 11 – 21
Anxiety / Behavioral / Social / Emotional Screening Limited to one (1) per Benefit Period.	Ages 0 – 21
Autism Screening	Ages 1 – 2
Behavioral Assessments	Ages 0 – 21
Blood Pressure Screening	Ages 0 – 17
Cervical Dysplasia Screening	Adolescent Girls: Ages 11 – 21
Chlamydia Infection Screening	Ages 24 and younger, including pregnant persons, who are sexually active
Congenital Hypothyroidism Screening	Newborns
Depression and Suicide Risk Screening	Ages 12 – 18
Developmental Screening	Varied Intervals: Ages 0 – 3
Dyslipidemia Screening	Varied intervals beginning at 24 months
Fluoride Chemoprevention Supplements	Ages 6 months – 16 years
Gonorrhea Prophylactic Ocular Medication	Newborns
Gonorrhea Screening	Ages 24 and younger, including pregnant persons, who are sexually active
Hearing Screening Limited to one (1) per Benefit Period.	Ages 0 – 21
Height, Weight and Body Mass Index Measurements	Ages 2 – 21
Hematocrit or Hemoglobin Screening	Varied intervals: Ages 4 months – 21 years
Hepatitis B Screening	High risk adolescents
HIV Screening and Counseling	Adolescents
Intimate Partner Violence Screening and Counseling	Ages 14 and older
Lead Screening Limited to one (1) per Benefit Period.	Ages 0 – 6
Obesity Screening and Counseling Limited to fifty-two (52) visits per lifetime.	Ages 3 – 18 years
Oral Health Assessment	Varied intervals between 6 months – 6 years
Phenylketonuria (PKU)	Newborns
Preexposure Prophylaxis (PrEP) for HIV Prevention	Persons at high risk of HIV acquisition
Sexually Transmitted Infections Counseling	Sexually active adolescents
Sickle Cell Screening	Newborns
Skin Cancer Counseling	Ages 6 months – 24 years
Syphilis Screening	Adolescents at increased risk
Smoking Cessation Treatment including Generic/Single Source Brand Prescription and Over-the-Counter (OTC) Smoking Cessation Products Limited to one hundred and eighty (180) days per calendar year.	All Ages

Tobacco Use Screening and Counseling for Smoking Cessation	School-aged children and adolescents
Tuberculosis Screening Limited to one (1) per Benefit Period.	Ages 0 – 21
Violence and Domestic Abuse Counseling	As needed
Vision Screening Limited to one (1) per Benefit Period.	Ages 0 – 21

**ARTICLE VIII. MENTAL HEALTH BENEFITS**

- A. Benefits for the treatment of Mental Disorders are available. Covered Services will be only those which are for treatment rendered by a Doctor of Medicine, Doctor of Osteopathy, or an Allied Health Professional. Benefits for the treatment of Mental Disorders do not include counseling services such as career counseling, marriage counseling, divorce counseling, parental counseling and employment counseling. Coverage for Mental Health includes services delivered through the Psychiatric Collaborative Care Model when used to treat a behavioral health diagnosis approved by the Claims Administrator.
- B. The first follow-up visit after discharge from an Inpatient facility for the treatment of a Mental Disorder is available at no cost to the Plan Participant when performed within seven (7) days of discharge by a Network Provider approved by the Claims Administrator as a behavioral health Provider. Additional visits will be paid subject to standard Benefits.

**ARTICLE IX. SUBSTANCE USE DISORDER BENEFITS**

- A. Benefits for treatment of substance use disorders are available. Covered Services will be only those which are for treatment for abuse of alcohol, drugs or other chemicals and the resultant physiological and/or psychological dependency which develops with continued use. Treatment must be rendered by a Doctor of Medicine, Doctor of Osteopathy, or an Allied Health Professional. Coverage for substance use disorders includes services delivered through the Psychiatric Collaborative Care Model when used to treat a behavioral health diagnosis approved by the Claims Administrator.
- B. The first follow-up visit after discharge from an Inpatient facility for the treatment of a substance use disorder is available at no cost to the Plan Participant when performed within seven (7) days of discharge by a Network Provider approved by the Claims Administrator as a behavioral health Provider. Additional visits will be paid subject to standard Benefits.

**ARTICLE X. ORAL SURGERY BENEFITS**

For Oral Surgery Benefits, Providers in the medical Network, the United Concordia Dental Advantage Plus Network or Blue Cross and Blue Shield of Louisiana’s dental Network are considered Network Providers. Access these Networks at [www.lablue.com](http://www.lablue.com) or call the customer service telephone number on the ID card for copies of the directories.

**A. Covered Services or Procedures**

This Benefit Plan only covers the following services or procedures when determined by Us to be Medically Necessary:

1. Excision of tumors or cysts that do not originate from the teeth, gingiva (gums), and periodontal structures. Examples of covered tumors and cysts include salivary gland tumors or cysts and primary tumors of the mandible and maxilla, such as ameloblastoma and osteosarcoma. Cysts and tumors originating from the teeth, gingiva (gums), and periodontal structures, such as periapical cysts or abscesses and odontogenic cysts or keratocysts, are not covered. Excision of inflamed tissue related to periodontal disease is not covered.
2. Extraction of teeth when there is complete bony impaction of each tooth to be extracted.

3. Dental Care and Treatment required to correct Accidental Injuries of the jaws, cheeks, lips, tongue, roof or floor of mouth, and of Sound Natural Teeth when received within seventy-two (72) hours of the onset of the Accidental Injury. Treatment must be completed within twelve (12) months of the onset of the Accidental Injury to a Sound Natural Tooth to be covered. The damage must be the result of an Accidental Injury to a Sound Natural Tooth struck from outside the mouth as a result of major trauma, which does not include injury caused by chewing, biting, clenching, or grinding of teeth. Coverage is limited to extraction of teeth needed to avoid infection of teeth damaged in the Accidental Injury; suturing; reimplanting and stabilization of dislodged Sound Natural Teeth; repositioning and stabilization of partly dislodged Sound Natural Teeth; and appropriate plain film dental x-rays. If multiple treatment options exist, coverage will only be available for the least costly Medically Necessary treatment option.

The definitions of Accidental Injury and Sound Natural Tooth are those set forth in Article II of this Benefit Plan.

4. Excision of exostoses or tori of the jaws and hard palate when required for the fitting of a covered denture.
5. Anesthesia in any non-Hospital setting (for example, an Allied Health Facility, Ambulatory Surgical Center, or Office), including general anesthesia (e.g., monitored anesthesia care) and conscious sedation, when used for Medically Necessary Covered Services or procedures and when rendered or supervised by a Provider with a dental degree and the requisite training. Local anesthesia is always considered incidental to the covered dental service or procedure and is not eligible for separate reimbursement. Anesthesia for dental services is only reimbursable under this Benefit Plan when performed in conjunction with a Medically Necessary dental service or procedure that is covered under this Benefit Plan. If treatments, services or procedures are covered under the Plan Participant's separate or standalone dental plan, if applicable, then anesthesia is not covered under this Benefit Plan for such treatments, services or procedures.
6. Anesthesia when rendered in a Hospital or Outpatient Surgical facility and for associated Hospital or facility charges when the Plan Participant's mental or physical condition requires dental treatment, services, or procedures to be rendered in a Hospital or Outpatient Surgical facility.

Coverage for anesthesia is not available for conditions not listed below. Coverage based solely on a Plan Participant's level of fear or anxiety about a procedure is not covered unless it is documented that in the Plan Participant's medical history that all other forms of behavior guidance noted above have been tried and failed. Because coverage for Temporomandibular Joint (TMJ) Disorders is limited to oral occlusal appliance therapy under this Benefit Plan, anesthesia for Temporomandibular Joint (TMJ) Disorders is also not covered under this Benefit Plan.

Covered conditions include:

- a. Plan Participant is less than six (6) years old.
- b. Plan Participant has a severe disability including, but not limited to, epilepsy with a history of uncontrolled seizures; Mental Disorders or mental conditions such as autism or schizophrenia, Down syndrome, or severe cerebral palsy that have been documented in the Plan Participant's medical history by a Physician.
- c. Plan Participant has a serious underlying medical condition including, but not limited to, severe asthma; congestive heart failure; bleeding disorders that could lead to immediate or severe airway compromise; or conditions with known or suspected airway compromise that have been documented in the Plan Participant's medical history by a Physician.
- d. Requirement for immediate and comprehensive treatment that threatens the patency of the Plan Participant's airway.
- e. Requirement for significant restorative or Surgical procedures that have not been able to be successfully provided to the Plan Participant using behavior guidance in the dental office, including

communication techniques, parental presence or absence, nitrous oxide and oxygen inhalation, protective stabilization or oral sedation.

- f. Local anesthesia for the Plan Participant is contraindicated because of acute infection, anatomic variations that prevent adequate anesthesia or allergies to the medication.
  - g. Other conditions in which a Physician has certified that general anesthesia in a Hospital setting is Medically Necessary for the Plan Participant or when other methods of behavior guidance in the dental office have been tried and documented to be unsuccessful for the Plan Participant, including communication techniques, parental presence or absence, nitrous oxide and oxygen inhalation, protective stabilization or oral sedation.
7. Oral occlusal appliance therapy for the treatment of temporomandibular joint dysfunction (TMJ); subject to the limitation shown on the Schedule of Benefits.
8. Benefits are available for dental services not otherwise covered by this Plan, when specifically required to restore bodily function for head and neck cancer patients. Benefits are limited to preparation for or follow-up to radiation therapy involving the mouth. Benefits for head and neck cancer patients are only available when a comprehensive dental evaluation for treatment of decay and abscesses was performed on the Plan Participant prior to the initiation of chemotherapy and/or radiation therapy. Benefits are only available for dental services that are not more costly than alternative services, treatment, procedures, equipment, drugs, devices, items or supplies and those dental services are as likely to produce equivalent therapeutic or diagnostic results for diagnosing or treating patients' illness, injury or disease as the alternatives. To obtain more information on how to access these medical Benefits, please call the Claims Administrator's customer service department at the number on the ID card and ask to speak to a Case Manager.
9. Dental implants are only eligible for coverage when they are not primarily for personal comfort or convenience of patients or Providers and when the dental implants are not more costly than alternative services, treatment, procedures, equipment, drugs, devices, items or supplies and are as likely to produce equivalent therapeutic results for restoring a patient to their baseline (i.e., pre-injury/pre-illness) status. Dental implants placed into previously radiated bone are excluded from coverage.

## **ARTICLE XI. ORGAN, TISSUE, AND BONE MARROW TRANSPLANT BENEFITS**

OUR AUTHORIZATION IS REQUIRED FOR THE EVALUATION OF A PLAN PARTICIPANT'S SUITABILITY FOR ALL SOLID ORGAN AND BONE MARROW TRANSPLANTS AND PROCEDURES. FOR THE PURPOSES OF COVERAGE UNDER THE PLAN, ALL AUTOLOGOUS PROCEDURES ARE CONSIDERED TRANSPLANTS.

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

### **A. Acquisition Expenses**

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

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

## **B. Organ, Tissue and Bone Marrow Transplants**

1. Benefits for solid organ and bone marrow transplants are available only when services are rendered by a Blue Distinction Centers for Transplants (BDCT) or a Blue Cross and Blue Shield of Louisiana Network Provider facility, unless otherwise approved by the Claims Administrator in writing. To locate an approved facility, Plan Participants should contact Our customer service department at the number on the ID card.
2. Benefits for organ, tissue and bone marrow transplants include coverage for immunosuppressive drugs prescribed for transplant procedure(s).
3. Benefits as specified in this section will be provided for treatment and care as a result of or directly related to the following transplant procedures.
  - a. Solid Human Organ Transplants of the:
    - (1) liver;
    - (2) heart;
    - (3) lung;
    - (4) kidney;
    - (5) pancreas;
    - (6) small bowel; and
    - (7) other solid organ transplant procedures which the Claims Administrator determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These solid organ transplants will be considered on a case-by-case basis.

### **b. Tissue Transplant Procedures (Autologous and Allogeneic)**

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

The following tissue transplants are covered:

- (1) blood transfusions;
- (2) autologous parathyroid transplants;
- (3) corneal transplants;
- (4) bone and cartilage grafting;
- (5) skin grafting;
- (6) autologous islet cell transplants; and
- (7) other tissue transplant procedures which the Claims Administrator determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These tissue transplants will be considered on a case-by-case basis.

c. Bone Marrow Transplants

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

**ARTICLE XII. PREGNANCY CARE AND NEWBORN CARE BENEFITS**

REGARDLESS OF CLAIM OF MEDICAL NECESSITY, Benefits are excluded for Hospital, medical or Surgical services rendered in connection with the pregnancy of a covered Dependent child.

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

An Authorization is required for a Hospital stay for a newborn whose stay in the Hospital continues after the discharge of the mother. An Authorization is also required for a newborn that is admitted separately from the mother because of neonatal Complications.

The Claims Administrator has several maternity programs available to help pregnant Plan Participants deliver healthy babies. Please call Our customer service department, at the number on the ID card, when You learn You are having a baby. When You call, We will let You know what programs are available to You.

**A. Pregnancy Care**

1. Medical and Surgical Services
  - a. Initial office visit and visits during the term of the pregnancy.
  - b. Diagnostic Services.
  - c. Delivery, including necessary prenatal and postnatal care.
  - d. Medically Necessary abortions required to save the life of the mother.

2. Doula Services

Maternity support services are available when provided by a registered Doula to pregnant and birthing women and their families before, during, and after childbirth. Benefits are limited to \$1500 per pregnancy when services are rendered by a Network Doula and are subject to any applicable cost sharing. Services rendered by a Non-Network Doula are not covered.

3. Hospital services required in connection with pregnancy and Medically Necessary abortions as described above are covered. The Hospital (nursery) charge for a well newborn is included in the mother's Benefits for the covered portion of her Admission for Pregnancy Care. As determined by Us, well newborn charges may be covered if the Plan Participant under this Benefit Plan is the father.

**B. Newborn Care for a Dependent Who is Covered at Birth**

1. Medical and Surgical services rendered by a Physician, for treatment of illness, prematurity, postmaturity, congenital condition and for circumcision of a newborn are covered. Services of a Physician for Inpatient Well Baby Care immediately following delivery until discharge are covered.
2. Hospital Services, including services related to circumcision during the newborn's post-delivery stay and treatment of illness, prematurity, postmaturity, and congenital condition of a newborn are covered.

Charges for services for a well newborn, including the Hospital (nursery) charge should not be billed separately from the mother's Hospital bill. As determined by Us, well newborn charges may be covered if the Plan Participant under this Benefit Plan is the father.

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

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

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 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 plan or 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). However, to use certain Providers or facilities, or to reduce Your out-of-pocket costs, You may be required to obtain prior Authorization. For information on prior Authorization, contact Our customer service department at the number on the ID card.

## **ARTICLE XIII. REHABILITATIVE AND HABILITATIVE CARE BENEFITS**

Rehabilitative and Habilitative Care Benefits will be available for services and devices provided on an Inpatient or Outpatient basis subject to limitations if shown on the Schedule of Benefits.

Benefits are available when services are rendered by a Provider licensed and practicing within the scope of that license. In order for care to be considered at an Inpatient Rehabilitation facility, the Plan Participant must be able to tolerate a minimum of three (3) hours of active therapy per day.

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

Day Rehabilitation Programs for Rehabilitative Care may be Authorized in place of Inpatient stays for rehabilitation. Day Rehabilitation Programs must be Authorized prior to beginning the program and must begin within seventy-two (72) hours following discharge from an Inpatient Admission for the same or similar condition, unless otherwise approved by the Claims Administrator.

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

### **A. Occupational Therapy**

1. Occupational Therapy services are covered when performed by a Provider licensed and practicing within the scope of that license, including, but not limited to a licensed occupational therapist, a licensed and certified Occupational Therapy assistant supervised by a licensed occupational therapist, or a licensed advanced practice registered nurse.
2. Occupational Therapy is not covered when maintenance level of therapy is attained. A maintenance program consists of activities that preserve the Plan Participant's present level of function and prevent regression of that function. Maintenance begins when the therapeutic goals of a treatment plan have been achieved, or when no additional functional progress is apparent or expected to occur.
3. Occupational Therapy must be referred or ordered by a Physician, advanced practice registered nurse, dentist, podiatrist, or optometrist prior to the receipt of services.

4. Prevention, wellness and education related services for Occupational Therapy shall not require a referral.

## **B. Physical Therapy**

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

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

1. Speech/Language Pathology Therapy services are covered when performed by a Provider licensed to practice in the state in which the services are rendered and practicing within the scope of that license, including, but not limited to, a speech pathologist or by an audiologist.
2. The therapy must be used to improve or restore speech/language deficits, speech/language development disorders, cognitive-communication, or swallowing function.
3. Speech/Language Pathology Therapy must be prescribed by a Physician prior to the receipt of services.

## **D. Chiropractic Services**

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

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

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

### **A. Acupuncture Benefits**

Benefits are available for acupuncture when services are Medically Necessary. Benefits are limited to fifteen (15) visits per Benefit Period. All other subsequent acupuncture visits are not covered.

This limit is combined with other acupuncture services included with Integrative Cancer Treatments.

### **B. Ambulance Service Benefits**

#### **1. Ground Ambulance Transport Services**

##### **a. Emergency Transport**

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

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

##### **b. Non-Emergency Transport**

Benefits for Ambulance Services are available for local transportation of Plan Participants for non-Emergency medical conditions to obtain Medically Necessary Inpatient or Outpatient services when the Plan Participant is bed-confined or the Plan Participant's condition does not allow the use of any other method of transportation. The term bed-confined is not synonymous with bed rest or non-ambulatory. Benefits for non-Emergency transport are only available for transport to or from the nearest facility or Hospital capable of providing the Medically Necessary services.

To be considered bed-confined and to qualify for non-Emergency transport, the Plan Participant must be unable to do all of the following:

- (1) get up from bed without assistance;
- (2) walk or move about freely; and
- (3) sit in a chair or wheelchair.

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

#### **2. Ground Ambulance Services Without Transport**

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

### 3. Air Ambulance Transport Services

#### a. Emergency Transport

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

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

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

#### b. Non-Emergency Transport

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

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

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

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

- a. If a Plan Participant pays a periodic fee to an ambulance membership organization with which the Company does not have a Provider agreement, Benefits for expenses incurred by the Plan Participant for its Ambulance Services will be based on any obligation the Plan Participant must pay that is not covered by the fee. If there is in effect a Provider agreement between the Company and the ambulance organization, Benefits will be based on the Allowable Charge.
- b. The medical transport services must comply with all local, state, and federal laws and must have all the appropriate, valid licenses and permits.
- c. No Benefits are available if transportation is provided for a Plan Participant's comfort or convenience.
- d. No Benefits are available when a Hospital transports Plan Participants between parts of its own campus or when a Hospital transports Plan Participants between facilities owned or affiliated with the same entity.

### C. Attention Deficit/Hyperactivity Disorder

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

### D. Autism Spectrum Disorders

Autism Spectrum Disorder Benefits include, but are not limited to, the Medically Necessary assessment, evaluations, or tests performed for diagnosis, Habilitative and Rehabilitative Care, pharmacy care,

psychiatric care, psychological care, and therapeutic care. Applied Behavior Analysis is available for coverage for the treatment of Autism Spectrum Disorders when it is determined to be Medically Necessary.

Autism Spectrum Disorder Benefits are subject to the cost sharing applicable to the Benefits obtained. Example: A Plan Participant obtains speech therapy for treatment of Autism Spectrum Disorders. The Plan Participant will pay the applicable cost sharing shown on the Schedule of Benefits.

#### **E. Bariatric Surgery Benefit**

Individuals who are severely obese are at a significantly higher risk of developing, worsening or dying from other health conditions associated with obesity, like diabetes, high blood pressure, high cholesterol or sleep apnea. Bariatric Surgery is a term used to describe a variety of procedures intended to treat severe obesity through Surgical means. The Bariatric Surgery Benefit under this Benefit Plan requires prior Authorization and will be subject to the following limitations.

1. The Plan Participant is required to be either an Employee or Retiree. The Bariatric Surgery Benefit is available for Dependents if one of the following criteria is met:
  - a. The Dependent is also an Employee; or,
  - b. The Dependent is a Retiree.
2. This Benefit is only available to a Plan Participant who has been enrolled in the health plan with coverage in effect for at least twelve (12) consecutive months before this Bariatric Surgery Benefit is available. Plan Participants must also comply with all other requirements specified in this section.
3. To be eligible for Bariatric Surgery under this Benefit Plan, the Employee or Retiree must be age eighteen (18) or older and meet the requirements set forth under paragraphs a and b below.
  - a. The Employee or Retiree must have demonstrated compliance with medical and dietary management and was found to be unresponsive to diet and exercise.
  - b. The Employee or Retiree must have a Body Mass Index (BMI) of 40 or higher, or a BMI of 35 or higher and at least two of the following conditions:
    - (1) Type II diabetes;
    - (2) Severe obstructive sleep apnea;
    - (3) Poorly controlled hypertension;
    - (4) Severe osteoarthritis; or
    - (5) Cardiopulmonary conditions.
4. Bariatric Surgery candidates must satisfy the following additional requirements.
  - a. Provide documentation of their completion of four (4) months of a medically supervised weight loss program.
  - b. Undergo nutritional counseling prior to the date of Surgery, including:
    - (1) Pre-operative nutritional assessment, and
    - (2) Counseling about pre-operative and post-operative nutrition, eating and exercise.

Benefits are available for dietitian visits for nutritional counseling as set forth in the Dietitian Visits for Nutritional Counseling section of the Other Covered Services, Supplies or Equipment Article of the Benefit Plan.

- c. Obtain psychological clearance of the Plan Participant's ability to understand and adhere to the pre-operative and post-operative program, based on a psychological assessment performed by a licensed professional mental health practitioner.

Benefits are available for psychological assessment under the Mental Health Benefits Article of this Benefit Plan.

5. Coverage is limited to the following Bariatric Surgery procedures:

- a. gastric bypass Surgery;
- b. sleeve gastrectomy;
- c. duodenal switch;
- d. single anastomosis duodeno-ileostomy with sleeve; or
- e. other methods recognized by the American Society for Metabolic and Bariatric Surgery as effective for the long-term reversal of severe obesity.

The Bariatric Surgery Benefit is limited to these types of Bariatric Surgery. Any Bariatric Surgery procedure not listed above is excluded.

6. No payment will be made for the above listed Bariatric Surgery procedures unless:

- a. We Authorize the services, and
- b. The services are rendered by a Blue Distinction Center + for Bariatric Surgery, unless otherwise approved by Us in writing.

To locate an approved Blue Distinction Center + for Bariatric Surgery, Plan Participants should contact Our customer service department at the number on the ID card.

7. The Bariatric Surgery Benefit under this Benefit Plan is limited to one (1) per Plan Participant's lifetime.

#### **F. Bone Mass Measurement**

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

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

The Plan Participant will pay the applicable cost sharing shown on the Schedule of Benefits.

One (1) osteoporosis screening every two (2) years may be available to women age sixty-five (65) and older or for younger postmenopausal women, ages forty (40) to sixty-four (64), at risk (per guidelines), under the Preventive or Wellness Care Article of this Benefit Plan, at no cost to Plan Participants receiving care from a Network Provider.

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

1. Under the Women's Health and Cancer Rights Act, a Plan Participant who is receiving Benefits in connection with a mastectomy and elects breast reconstruction will also receive Benefits for the following Covered Services:

- a. All stages of reconstruction of the breast on which a partial or full unilateral mastectomy has been performed or reconstruction of both breasts if a bilateral mastectomy has been performed;
- b. Surgery and reconstruction of the other breast to produce a symmetrical appearance including, but not limited to, contralateral prophylactic mastectomy, liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity, tattooing the areola of the breast, Surgical adjustments of the non-mastectomized breast, unforeseen medical Complications which may require additional reconstruction in the future;
- c. Prostheses; and
- d. Treatment of physical Complications of all stages of the mastectomy, including lymphedemas.

These Covered Services shall be delivered in a manner determined in consultation with the Plan Participant and their attending Physician and will be subject to any applicable cost sharing.

2. Certain breast cancer survivors are eligible to receive annual preventive cancer screenings as part of long-term survivorship care. Plan Participants eligible for screenings are those who:
  - a. were previously diagnosed with breast cancer;
  - b. completed treatment for breast cancer;
  - c. underwent bilateral mastectomy; and
  - d. were subsequently determined to be clear of cancer.

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

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

Covered Services include the following:

1. Oral and facial Surgery, Surgical management, and follow-up care.
2. Prosthetic treatment, such as obturators, speech appliances, and feeding appliances.
3. Orthodontic treatment and management.
4. Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy. The preventive and restorative dentistry services must not be more costly than alternative services, treatment, procedures, equipment, drugs, devices, items or supplies and must be as likely to produce equivalent therapeutic or diagnostic results for diagnosing or treating the patient's condition, or the services will not be covered.
5. Speech-language evaluation and therapy.
6. Audiological assessments and amplification devices.
7. Otolaryngology treatment and management.
8. Psychological assessment and counseling.
9. Genetic assessment and counseling for the patient and parents.

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

## I. Clinical Trial Participation

1. This Benefit Plan shall provide coverage to any qualified individual for routine patient costs of items or services furnished in connection with his/her participation in an approved clinical trial for cancer or other life-threatening disease or condition. Coverage will be subject to any applicable terms, conditions and limitations that apply under this Benefit Plan, including any applicable cost sharing shown on the Schedule of Benefits.
2. A qualified individual under this section means a Plan Participant that:
  - a. Is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition;
  - b. And either,
    - (1) The referring healthcare professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the requirements in paragraph a, above; or
    - (2) The Plan Participant provides medical and scientific information establishing that the Plan Participant's participation in such trial would be appropriate based upon the Plan Participant meeting the conditions described in paragraph a, above.
3. An approved clinical trial for the purposes of this paragraph means a Phase I, II, III, or IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition that:
  - a. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
    - (1) The National Institutes of Health.
    - (2) The Centers for Disease Control and Prevention.
    - (3) The Agency for Health Care Research and Quality.
    - (4) The Centers for Medicare & Medicaid Services.
    - (5) Cooperative group or center of any of the entities described in paragraphs (1) through (4) above, or the Department of Defense or the Department of Veterans Affairs.
    - (6) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - b. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
  - c. The study or investigation is a drug trial that is exempt from having an investigational new drug application.
  - d. The study or investigation is conducted by any of the below Departments, which study or investigation has been reviewed and approved through a system of peer review that the United States Secretary of Health and Human Services determines; (i) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and (ii) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.

- (1) The Department of Veterans Affairs.
  - (2) The Department of Defense.
  - (3) The Department of Energy.
4. The following services are not covered:
- a. Non-healthcare services provided as part of the clinical trial;
  - b. Costs for managing research data associated with the clinical trial;
  - c. The investigational drugs, devices, items or services themselves; and/or
  - d. Services, treatment or supplies not otherwise covered under this Benefit Plan.
5. Treatments and associated protocol-related patient care not excluded in this paragraph shall be covered if all of the following criteria are met:
- a. The treatment is being provided with a therapeutic or palliative intent for patients with cancer or other life-threatening disease or for the prevention or early detection of such diseases.
  - b. The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial.
  - c. The proposed protocol must have been reviewed and approved by a qualified institutional review board which operates in this state and which has a multiple project assurance contract approved by the office of protection from research risks.
  - d. The facility and personnel providing the protocol must provide the treatment within their scope of practice, experience, and training and are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise.
  - e. There must be no clearly superior, non-Investigational approach.
  - f. The available clinical or pre-clinical data provide a reasonable expectation that the treatment will be at least as efficacious as the non-Investigational alternative.
  - g. The patient has signed an institutional review board approved consent form.

## **J. Diabetes Benefits**

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

## 2. Diabetes Retinal Screening

Diabetic Plan Participants are eligible to receive retinal eye screenings to detect and prevent diabetic retinopathy and other eye Complications, once per calendar year, at no cost to the Plan Participant when services are rendered by a Network Provider. Additional screenings or screenings by a Non-Network Provider are covered subject to standard Benefits.

### **K. Dietitian Visits for Nutritional Counseling**

Benefits are available for Outpatient visits to Network registered dietitians for nutritional counseling subject to standard Benefits.

Dietitian visits for diabetics are available under a separate Benefit for diabetes education and training for self-management.

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

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

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

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

#### 1. Durable Medical Equipment

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

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

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

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

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

- (a) that do not serve a medical purpose;
- (b) that are not required to complete daily living activities;
- (c) that are solely for the Plan Participant's comfort or convenience; or

(d) that are not determined by Us to be Medically Necessary.

- (4) Accessories and medical supplies necessary for the effective functioning of covered Durable Medical Equipment are considered an integral part of the rental or purchase allowance and will not be covered separately.
- (5) Repair or adjustment of purchased Durable Medical Equipment or for replacement of components is covered. Replacement due to loss, theft, misuse, abuse, neglect, or destruction is not covered. We also will not cover replacement in cases where the Plan Participant sells or gives away the equipment. Replacement of equipment within five (5) years of purchase or rental that is not Medically Necessary, as defined in this Benefit Plan, will not be covered. Regardless of Medical Necessity, repair, adjustment, or replacement of equipment subject to a recall within five (5) years after purchase or rental will not be covered. Regardless of Medical Necessity, repair, adjustment, or replacement of equipment will not be covered when provided under warranty.

c. Limitations in connection with Durable Medical Equipment

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

2. Orthotic Devices

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

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

- (d) that are not determined by Us to be Medically Necessary.
  - (2) Regardless of Medical Necessity, deluxe devices and deluxe features and functionalities of devices that are not approved by Us are not covered.
- d. No Benefits are available for supportive devices for the foot, except when used in the treatment of diabetic foot disease.

### 3. Prosthetic Appliances and Devices (Non-Limb)

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

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

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

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

- a. Repair or replacement of the Prosthetic Appliance or Device is covered only within a reasonable time-period from the date of purchase subject to the expected lifetime of the appliance. We will determine this time-period. Regardless of Medical Necessity, repair or replacement of appliances or devices will not be covered when provided under warranty or when the appliances or devices are subject to a recall.
- b. When Prosthetic Appliances or Devices are approved by Us, Benefits for standard appliances or devices will be provided toward any deluxe appliance or device.
  - (1) Deluxe appliances or devices or deluxe features and functionalities of appliances or devices are those:

- (a) that do not serve a medical purpose;
  - (b) that are not required to complete daily living activities;
  - (c) that are solely for the Plan Participant's comfort or convenience; or
  - (d) that are not determined by Us to be Medically Necessary.
- (2) Regardless of Medical Necessity, deluxe appliances or devices or deluxe features and functionalities of appliances or devices that are not approved by Us are not covered.
- c. A Plan Participant may choose a Prosthetic Appliance or Device that is priced higher than the Benefit payable under this Benefit Plan and may pay the difference between the price of the appliance or device and the Benefit payable, without financial or contractual penalty to the Provider of the appliance or device.
  - d. Prosthetic Appliances and Devices of the limb must be prescribed by a licensed Physician and provided by a facility accredited by the American Board for Certification in Orthotics, Prosthetics and Pedorthics (ABC) or by the Board for Orthotist/Prosthetist Certification (BOC).

**N. Fertility Preservation Services**

Medically Necessary standard fertility preservation services are covered for a Plan Participant receiving Medically Necessary treatment that will result in Iatrogenic Infertility.

Standard fertility preservation services cover extraction (including drugs for extraction obtained under the medical Benefit), cryopreservation, and up to three (3) years of storage of oocytes and sperm.

Benefits for fertility preservation services are subject to a lifetime maximum of \$10,000. If storage costs have been covered for three (3) years, no additional Benefits will be provided, even if the \$10,000 lifetime maximum has not been met. This Benefit is subject to payment of any applicable cost sharing which will apply to the \$10,000 lifetime maximum.

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

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

1. WHEN WRITTEN AUTHORIZATION OF MEDICAL NECESSITY IS GIVEN BY THE CLAIMS ADMINISTRATOR PRIOR TO SERVICES BEING PERFORMED; AND
2. WHEN SERVICES ARE PERFORMED AT AN ADMINISTERING FACILITY THAT HAS RECEIVED PRIOR WRITTEN APPROVAL FROM THE CLAIMS ADMINISTRATOR TO PERFORM THE PROCEDURE.

**P. Genetic or Molecular Testing for Cancer**

Genetic or molecular testing for cancer are covered under this Plan as required by law and when Medically Necessary.

**Q. Hearing Benefits**

1. Hearing Benefits for Plan Participants age seventeen (17) and under

Benefits are available for hearing aids for covered Plan Participants age seventeen (17) and under. This Benefit is limited to one (1) hearing aid for each ear with hearing loss every thirty-six (36) months. The hearing aid must be fitted and dispensed by a licensed audiologist, licensed hearing aid specialist or licensed hearing aid dealer following the medical clearance of a Physician and an audiological evaluation medically appropriate to the age of the child.

The Plan will pay up to the Allowable Charge for this Benefit. The Plan may increase their Allowable Charge if the manufacturer's cost to the Provider exceeds the Allowable Charge.

This Benefit is subject to the Deductible Amount and Coinsurance.

## 2. Cochlear Implants and Bone Anchored Hearing Aids (BAHA)

Benefits are available for Medically Necessary cochlear implants and bone anchored hearing aids (BAHA) for all eligible Plan Participants regardless of age, the same as any other service or supply.

This Benefit is subject to Medical Necessity and payment of any applicable cost sharing.

## 3. Limitations in Connection with Hearing Aids or Other Hearing Devices

Benefits for hearing aids, assistive listening devices or other devices available over-the-counter (OTC) are not covered.

Benefits for hearing aids or other hearing devices are not covered if We determine that a hearing aid, assistive listening device, or other hearing device that is available over-the-counter is a clinically appropriate or suitable treatment for a Plan Participant's hearing loss.

Replacement of hearing aids and other hearing devices that are lost or damaged due to neglect or misuse are not covered.

Repair, adjustment, or replacement of hearing aids or other hearing devices are not covered when provided under warranty or when the hearing aid or other hearing devices are subject to a recall.

Hearing aid repairs and supplies are not covered when provided by a Non-Network Provider. This limitation does not apply to Cochlear Implants or BAHA.

## **R. High-Tech Imaging Services**

High-Tech Imaging Services including, but not limited to, MRIs, MRAs, CT Scans, PET Scans and nuclear cardiology, are subject to the applicable Deductible Amount and Coinsurance. PET Scans require prior Authorization.

## **S. Home Health Care Benefits**

Home Health Care services provided to a Plan Participant in lieu of an Inpatient Hospital Admission are covered. Coverage for Home Health Care services is subject to limitations as shown on the Schedule of Benefits.

## **T. Hospice Care Benefits**

Hospice Care is covered and includes, but is not limited to, palliative care. Coverage for Hospice Care is subject to limitations as shown on the Schedule of Benefits.

## **U. Integrative Cancer Treatments – Cryotherapy, Scalp Cooling, and Acupuncture**

Benefits are available for cryotherapy, scalp cooling, and acupuncture prescribed by the treating Physician for cancer when such treatments are Medically Necessary and recommended by nationally recognized cancer treatment guidelines.

1. Cryotherapy is limited to reimbursement for one (1) set of booties and one (1) set of mittens up to a lifetime maximum of forty dollars (\$40) when rendered in an Outpatient setting.
2. Scalp cooling system services are limited to reimbursement up to one thousand seven hundred fifty dollars (\$1,750) per lifetime for services rendered in an Outpatient setting. Currently, scalp cooling services are only recommended for patients with breast cancer or ovarian cancer.

3. Acupuncture is limited to fifteen (15) visits per Benefit Period. This limit may be combined with other optional acupuncture services. All other subsequent acupuncture visits are not covered.

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

Low Protein Food Products for treatment of certain Inherited Metabolic Diseases are covered. Inherited Metabolic Disease shall mean a disease caused by an inherited abnormality of body chemistry. Low Protein Food Products shall mean those foods that are especially formulated to have less than one (1) gram of protein per serving and are intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease. Low Protein Food Products shall not include natural foods that are naturally low in protein. Benefits for Low Protein Food Products are limited to the treatment of the following diseases:

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

#### **W. Low-Tech Imaging Services and Laboratory Services**

1. Medically Necessary Low-Tech Imaging and Laboratory Services are covered at one hundred percent (100%) of the Allowable Charge, when performed within the office or clinic of a Network Provider. Lab tests are also covered at one hundred percent (100%) of the Allowable Charge when performed by an independent laboratory that is a Network Provider.
2. Low-Tech Imaging and Laboratory Services taken, performed or processed in an Outpatient facility or other setting are subject to the applicable Deductible Amount and Coinsurance.
3. Low-Tech Imaging and Laboratory Services taken, performed, or processed by a Non-Network Provider are subject to the applicable Deductible Amount and Coinsurance.

#### **X. Permanent Sterilization Procedures and Contraceptive Devices**

1. Tubal ligation and hysteroscopic placement of micro-inserts into the fallopian tubes are covered as Preventive or Wellness Care services. These Surgical procedures that result in permanent sterilization are covered at no cost to Plan Participants when Covered Services are rendered by a Network Provider.
2. Vasectomy is covered and may be subject to standard Benefits. A vasectomy is not a Preventive or Wellness Care service.
3. Contraceptive intrauterine devices (IUDs), including the insertion and removal of such devices, are covered as Preventive or Wellness Care services. IUDs are covered at no cost to Plan Participants when Covered Services are rendered by a Network Provider.

#### **Y. Prescription Donor Human Breast Milk**

Benefits are available for Medically Necessary pasteurized donor human breast milk prescribed for a Dependent infant, until one (1) year of age, undergoing Inpatient care or Outpatient care who is medically or physically unable to receive maternal human milk or participate in breastfeeding or whose mother is medically

or physically unable to produce maternal human milk in sufficient quantities. This coverage is limited to a two-month supply per infant per lifetime and is limited to prescribed donor human breast milk obtained from a member bank of the Human Milk Banking Association of North America or other source approved by Us.

## **Z. Private Duty Nursing Services**

Coverage is available to a Plan Participant for Private Duty Nursing Services as shown on the Schedule of Benefits when performed on an Outpatient basis and when the nurse is not related to the Plan Participant by blood, marriage or adoption.

Private Duty Nursing Services are subject to the Deductible Amount and Coinsurance shown on the Schedule of Benefits.

Inpatient Private Duty Nursing Services are not covered.

## **AA. Routine Vision Care**

1. One (1) routine eye examination shown on the Schedule of Benefits.
2. A Plan Participant must pay the Vision Care Copayment shown on the Schedule of Benefits.

## **BB. Sleep Studies**

Medically Necessary home or laboratory sleep studies and associated professional Claims are covered.

## **CC. Telehealth Services and Remote Patient Therapy Services**

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

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

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

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

Store forward or Asynchronous Remote Patient Therapy Services between an established patient and a Provider who has an established, documented, and ongoing relationship with the patient may take place when an established patient uses an FDA-approved or FDA-authorized device to collect and electronically transmit biometric data to a Provider to be analyzed and used to develop, manage, and update a treatment plan related to a chronic and/or acute health condition. This method of Remote Patient Therapy Services is limited to services and devices approved by the Claims Administrator.

In order to be covered, Remote Patient Therapy Services must specifically be required for medical treatment decisions for the Plan Participant or as otherwise required by law and must collect and electronically transmit biometric data to an established Provider on at least sixteen (16) days of a thirty-day (30) period.

The amount Plan Participants pay for a Telehealth Services or Remote Patient Therapy visit may be different than the amount Plan Participants would pay for the same Provider's service in a non-Telehealth Services or non-Remote Patient Therapy Services setting. Telehealth Services or Remote Patient Therapy Services must be rendered by a Network Provider.

The Claims Administrator has the right to determine if billing was appropriate and contains the required elements to process the Claim.

In general, there is no coverage for Telehealth Services or Remote Patient Therapy Services that are not within the scope of the Provider's license or fail to meet a standard of care compared to an in-person visit. Coverage does not exist for non-HIPAA compliant encounters which do not provide a system of secure communication to safeguard protected health information.

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

#### **DD. Travel and Lodging**

1. If the Provider or facility approved for covered organ, tissue or bone marrow transplant services is located beyond a fifty (50) mile radius of the Plan Participant's home, coverage is available for lodging, meals and transportation (mileage) during treatment for organ, tissue and bone marrow transplant services only. The transplant services must be rendered by certain Providers and may require prior Authorization. See, the Organ, Tissue, and Bone Marrow Transplant Benefits Article for requirements for transplant services.
2. Benefits for travel and lodging for transplant services are subject to any limitations and/or conditions shown on the Schedule of Benefits.
3. Benefits for travel and lodging for transplant services are limited to those costs incurred by the patient undergoing the transplant and the traveling companion(s) shown on the Schedule of Benefits.

#### **EE. Treatment of the Foot**

Benefits for a total of six (6) services, treatments, or procedures for cutting or removal of corns and calluses are covered. Benefits for a total of six (6) services, treatments, or procedures for nail trimming and/or debridement are also covered. Benefits are limited for these services, treatments, or procedures per Benefit Period whether such services, treatments, or procedures are provided by Network Providers or Non-Network Providers. All other services, treatments, or procedures in excess of the limits are not covered. The Plan Participant must pay any applicable cost sharing shown on the Schedule of Benefits.

#### **FF. Urinary Dysfunction or Sexual Dysfunction Resulting from Cancer or Cancer Treatment**

1. Coverage to correct urinary dysfunction resulting from cancer or cancer treatments is available.
2. Coverage for the following treatments, procedures, and services to correct sexual dysfunction resulting from cancer or cancer treatments is available:
  - a. Surgical treatment (including penile implants).
    - (1) These Surgical treatments require prior Authorization, as shown on the Schedule of Benefits.
    - (2) Coverage for penile implants is limited to one (1) per lifetime.
    - (3) Coverage for treatment (i.e., removal, repair, re-implantation) resulting from Complications of the one (1) covered penile implant is subject to Medical Necessity.
  - b. Coverage is available for provision of vacuum assisted devices (male vacuum erection system) as specified in the Durable Medical Equipment section of this Benefit Plan and is subject to the limitations included therein, including the five (5) year replacement limitation.

- c. Coverage is available for penile injections.
3. Sex therapy for treatment of sexual dysfunction is not covered.

## **ARTICLE XV. CARE MANAGEMENT**

The Schedule of Benefits lists the specific services, supplies, and Prescription Drugs that require Authorization. For more information on those items and services that require Authorization visit the website, [www.lablue.com/priorauth](http://www.lablue.com/priorauth).

### **A. Authorization of Admissions, Services and Supplies, Selection of Provider and Penalties**

#### 1. Authorization and Selection of Provider

Benefits will be paid at the highest Network level when care is received from a Network Provider. Participating and Non-Participating Providers are Non-Network Providers.

- a. If a Plan Participant wants to receive services from a Non-Network Provider and obtain Network Benefits, the Plan Participant must notify Our care management department before services are rendered. We will approve the use of a Non-Network Provider only if We determine that the services **cannot** be provided by a Network Provider within a seventy-five (75) mile radius of the Plan Participant's home. The Non-Network Provider should contact Our care management department at the telephone number shown on the Schedule of Benefits, Our customer service department at the telephone number shown on the ID card, or follow the instructions in the Provide Manual, if available to the Non-Network Provider.
- b. A request will not be approved for a Non-Network Provider outside the seventy-five (75) mile radius if there is a Network Provider who can perform the same or other appropriate Medically Necessary services to diagnose or treat the Plan Participant within the distance the Plan Participant is willing to travel to receive care from the proposed Non-Network Provider, no matter how many miles that may be. For example, if the proposed Non-Network Provider is located one hundred (100) miles away and there is a Network Provider capable of providing the same or other appropriate Medically Necessary services to diagnose or treat the individual one hundred (100) miles away or less, the approval will not be granted for the Non-Network Provider.
- c. We must approve the use of the Non-Network Provider and issue any required Authorization before services are rendered. If We do not approve use of the Non-Network Provider and issue an Authorization prior to services being rendered, Covered Services that are later determined to be Medically Necessary will be paid at the lower Non-Network level shown on the Schedule of Benefits.
- d. If We do approve the use of a Non-Network Provider, that Provider may or may not accept the Plan Participant's applicable cost sharing at the time services are rendered. We will pay Benefits up to the Allowable Charge for Covered Services rendered by an approved Non-Network Provider who has obtained any required Authorizations prior to services being rendered. We will deduct from Our payment the amount of the Plan Participant's cost sharing, whether or not the cost sharing is accepted by the Non-Network Provider.

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

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

If a required Authorization is not requested prior to Admission or receiving other Covered Services and supplies, We have the right to determine if the Admission or other Covered Services and supplies were Medically Necessary. If the Admission or other Covered Services and supplies were not Medically Necessary, the Admission or other Covered Services and supplies will not be covered and the Plan Participant must pay all charges incurred.

If the Admission or other Covered Services and supplies were Medically Necessary, Benefits will be provided based on the participating status of the Provider rendering the services, as follows:

a. Admissions

- (1) If a Network Provider or a Participating Provider fails to obtain the required Authorization, We will reduce Allowable Charges by the penalty stipulated in the Provider's contract with Us or with another Blue Cross and Blue Shield plan. The Network Provider or Participating Provider is responsible for all charges not covered. The Plan Participant remains responsible for any applicable cost sharing shown on the Schedule of Benefits.
- (2) If a Non-Participating Provider fails to obtain the required Authorization, We will reduce Allowable Charges by the penalty shown on the Schedule of Benefits. The Plan Participant is responsible for all charges not covered and for any applicable penalty and cost sharing shown on the Schedule of Benefits.

b. Outpatient Services, Including Other Covered Services and Supplies

- (1) If a Network Provider fails to obtain the required Authorization, We will reduce the Allowable Charges by the penalty stipulated in the Provider's contract. This penalty applies to all Outpatient services and supplies requiring an Authorization. The Network Provider is responsible for all charges not covered. The Plan Participant remains responsible for any applicable cost sharing shown on the Schedule of Benefits.
- (2) If a Non-Network Provider fails to obtain the required Authorization, the Plan Participant is responsible for all charges not covered and for any applicable cost sharing shown on the Schedule of Benefits.
- (3) If a service or supply was not Medically Necessary, the service or supply is not covered.
- (4) If a Provider fails to obtain Authorization for the Outpatient services and supplies which indicate no Benefit without written / prior Authorization on the prior Authorization list, the Outpatient services and supplies are not covered.

3. Authorization of Admissions

a. Authorization of Elective Admissions

The Plan Participant is responsible for ensuring that the Provider notifies Our care management department of any Elective or non-Emergency Inpatient Hospital Admission. We must be notified prior to the Admission regarding the nature and purpose of any Elective Admission or non-Emergency Admission to a Hospital's Inpatient department. To notify Us prior to the Admission, the Provider should contact Our care management department at the telephone number shown on the Schedule of Benefits, Our customer service department at the telephone number shown on the ID card, or follow the instructions in the Provider Manual, if available to the Provider or facility. The most appropriate setting for the elective service and the appropriate length of stay will be determined by Us when the Hospital Inpatient setting is documented to be Medically Necessary.

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

b. Authorization of Emergency Admissions

It is the Plan Participant's responsibility to ensure that the Physician or Hospital, or a representative thereof, notifies Our care management department of all Emergency Admissions. Within forty-eight (48) hours of the Emergency Admission, We must be notified regarding the nature and purpose of the Emergency Admission. The facility or Provider should contact Our care management department at the telephone number shown on the Schedule of Benefits, Our customer service department at the telephone number shown on the ID card, or follow the instructions in the Provider Manual, if available to the Provider or facility. We may waive or extend this time limitation if We determine that the Plan Participant is unable to timely notify or direct a representative to notify Us of the Emergency Admission. In the event the end of the notification period falls on a holiday or weekend, We must be notified on the next working day. The appropriate length of stay for the Emergency Admission will be determined by Us when the Hospital Inpatient setting is documented to be Medically Necessary.

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

c. Concurrent Review

When We Authorize a Plan Participant's Inpatient stay, We will Authorize the stay in the Hospital for a certain number of days. If the Plan Participant has not been discharged on or before the last Authorized day, and the Plan Participant needs additional days to be Authorized, the Plan Participant must make sure the Physician or Hospital contacts Us to request Concurrent Review for Authorization of additional days. This request for continued hospitalization must be made on or before the Plan Participant's last Authorized day so We can review and respond to the request that day. If We Authorize the request, We will again Authorize a certain number of days, repeating this procedure until the Plan Participant is either discharged or the Plan Participant's continued stay request is denied. To request Concurrent Review for Authorization of additional days, the Provider should contact Our care management department at the telephone number shown on the Schedule of Benefits, Our customer service department at the telephone number shown on the ID card, or follow the instructions in the Provider Manual, if available to the Provider or facility.

- (1) If We do not receive a request for Authorization for continued stay on or before the Plan Participant's last Authorized day, no days are approved past the last Authorized day, and no additional Benefits will be paid unless We receive and Authorize another request. If at any point in this Concurrent Review procedure a request for Authorization for continued stay is received and We determine that it is not Medically Necessary for the Plan Participant to receive continued hospitalization or hospitalization at the level of care requested, We will notify the Plan Participant and Providers, in writing, that the request is denied and no additional days are Authorized.
- (2) If We deny a Concurrent Review request or level of care request for Hospital Services, We will notify the Plan Participant, the Physician and the Hospital of the denial. If the Plan Participant elects to remain in the Hospital as an Inpatient thereafter, or at the same level of care, the Plan Participant will not be responsible for any charges unless the Plan Participant is notified of the financial responsibility by the Physician or Hospital in advance of incurring additional charges.
- (3) Charges for non-Authorized days in the Hospital that the Plan Participant must pay are considered non-covered and will not accrue to the Deductible Amount or Out-of-Pocket Amount.

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

Certain services, supplies, and Prescription Drugs require Our Authorization before a Plan Participant receives the services, supplies, or Prescription Drugs. The Authorizations list is shown on the Plan Participant's Schedule of Benefits. The Plan Participant is responsible for making sure the Provider obtains all required prior Authorizations before the services, supplies, or Prescription Drugs are received. We may need the Plan Participant's Provider to submit medical or clinical information about the Plan Participant's condition. To obtain prior Authorizations, the Plan Participant's Provider should contact Our care management department at the telephone number shown on the Schedule of Benefits, Our customer service department at the telephone number shown on the ID card, or follow the instructions in the Provider Manual, if available to the Provider or facility.

- a. If a request for Authorization is denied by Us, the Outpatient services and supplies are not covered.
- b. If a Provider fails to obtain Authorization for the Outpatient services and supplies which indicate no Benefit without written / prior Authorization on the prior Authorization list, the Outpatient services and supplies are not covered.
- c. If Authorization is not requested prior to receiving Outpatient services and supplies requiring Authorization, We have the right to determine if the services and supplies were Medically Necessary. If the services and supplies were Medically Necessary, Benefits will be provided based on the participating status of the Provider.
- d. Additional amounts for which the Plan Participant is responsible because Authorization of Outpatient services and supplies was denied or not requested are considered non-covered and will not accrue to the Deductible Amount or Out-of-Pocket Amount.

#### 5. Cancer Patient's Right to Prompt Coverage Act

The requirements set forth in La. R.S. 22:1060.11 through La. R.S. 22:1060.16, the Cancer Patient's Right to Prompt Coverage Act related to prior Authorization (as defined therein) and coverage of services for the diagnoses and treatment of cancer will be followed.

#### 6. Utilization Review Standards Required by Louisiana Law

The requirements set forth in La. R.S. 22:1260.41 through La. R.S. 22:1260.48 related to utilization review, including to prior Authorization (as defined therein), will be followed.

### **B. Disease Management**

#### 1. Qualification

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

#### 2. Disease Management Benefits

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

### **C. Case Management**

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

### **D. Alternative Benefits**

1. The Plan Participant may qualify for Alternative Benefits, at the Claims Administrator's discretion, based on various criteria, including diagnosis, severity, length of illness, and proposed or rendered treatment. The program seeks to identify candidates as early as possible and to work with patients, their Physicians and families, and other community resources to assess treatment alternatives and available Benefits when it is determined to be beneficial to the Plan Participant and to the Group.
2. The Claims Administrator's determination that a particular Plan Participant's medical condition renders the Plan Participant a suitable candidate for Alternative Benefits will not obligate the Claims Administrator to make the same or similar determination for any other Plan Participant; nor will the provision of Alternative Benefits to a Plan Participant entitle any other Plan Participant to Alternative Benefits or be construed as a waiver of the Claims Administrator's right to administer and enforce this Benefit Plan in accordance with its express terms.
3. Unless expressly agreed upon by the Claims Administrator, all terms and conditions of this Benefit Plan, including, but not limited to, maximum Benefit limitations and all other limitations and exclusions, will be and shall remain in full force and effect if a Plan Participant is receiving Alternative Benefits.
4. Alternative Benefits provided under this section are provided in lieu of the Benefits to which the Plan Participant is entitled under this Benefit Plan and accrue to the maximum Benefit limitations under this Plan.
5. The Plan Participant's Alternative Benefits will be terminated upon any of the following occurrences:
  - a. The Claims Administrator determines, in their sole discretion, that the Plan Participant is no longer a suitable candidate for the Alternative Benefits or that the Alternative Benefits are no longer necessary.

- b. The Plan Participant receives care, treatment, services, or supplies for the medical condition that are excluded under this Benefit Plan, and that are not specified as Alternative Benefits approved by the Claims Administrator.

## **ARTICLE XVI. LIMITATIONS AND EXCLUSIONS**

- A. Benefits for conditions, services, Surgery, supplies and treatment that are not covered under this Benefit Plan are excluded.
- B. If a Plan Participant has Complications from excluded conditions, Surgery, or treatments, Benefits for such conditions, services, Surgery, supplies and treatment are excluded.
- C. **ANY LIMITATION OR EXCLUSION LISTED IN THIS BENEFIT PLAN MAY BE DELETED OR REVISED ON THE SCHEDULE OF BENEFITS OR BY AMENDMENT.**
- D. Unless otherwise shown as covered on the Schedule of Benefits, the following are excluded:
  - 1. Services, treatments, procedures, equipment, drugs, devices, items or supplies that are not Medically Necessary, as defined in this Benefit Plan. The fact that a Physician or other Provider prescribes, orders, recommends or approves a service or supply, or that a court orders a service or supply to be rendered, does not make it Medically Necessary.
  - 2. Any charges exceeding the Allowable Charge.
  - 3. Incremental nursing charges which are in addition to the Hospital's standard charge for Bed, Board and General Nursing Service; charges for luxury accommodations or any accommodations in any Hospital or Allied Health Facility provided primarily for the patient's convenience; or Bed, Board and General Nursing Service in any other room at the same time Benefits are provided for use of a Special Care Unit.
  - 4. Benefits are excluded for services, Surgery, supplies, treatment, or expenses:
    - a. other than those specifically listed as covered by this Benefit Plan. Benefits are not payable for services a Plan Participant has no obligation to pay, or for which no charge or a lesser charge would be made if a Plan Participant had no health coverage. Benefits are available when Covered Services are rendered at medical facilities owned and operated by the state of Louisiana or any of its political subdivisions;
    - b. rendered or furnished before the Plan Participant's Effective Date;
    - c. which are performed by or upon the direction of a Provider, Physician or Allied Health Professional acting outside the scope of his or her license;
    - d. paid or payable under Medicare Parts A or B when a Plan Participant has Medicare, except when Medicare Secondary Payer provisions apply;
    - e. which are Investigational in nature, except as specifically provided in this Benefit Plan. Investigational determinations are made in accordance with the Claims Administrator's policies and procedures;
    - f. rendered as a result of occupational disease or injury compensable under any federal or state Workers' Compensation Laws and/or any related programs including, but not limited to, the Jones Act, Federal Employers Liability Act, Federal Employees Compensation Act, Longshore and Harbor Workers' Compensation Act, Black Lung Benefits Act, Energy Employees Occupational Illness Compensation Program, and Title 23 of the Louisiana Revised Statutes whether or not coverage under such laws or programs is actually in force;

- g. received from a dental, vision, or medical department or clinic maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar persons or groups;
  - h. rendered, prescribed, or otherwise provided by a Provider who is the Plan Participant, the Plan Participant's Spouse, child, stepchild, parent, stepparent or grandparent;
  - i. for failure to keep a scheduled visit, completion of a Claim form, to obtain medical records or information required to process a Claim, or for access to or enrollment in or with any Provider;
  - j. for services performed in the home unless the services meet the definition of Home Health Care, or are otherwise covered specifically in this Benefit Plan, or are approved by Us;
  - k. for any incidental procedure, unbundled procedure, or mutually exclusive procedure, except as described in this Benefit Plan; or
  - l. for paternity tests and tests performed for legal purposes.
5. Benefits are excluded for services in the following categories:
- a. those for diseases contracted or injuries sustained as a result of war, declared or undeclared, or any act of war;
  - b. those for injuries or illnesses found by the Secretary of Veterans' Affairs to have been incurred in or aggravated during the performance of service in the uniformed services;
  - c. those occurring as a result of taking part in a riot or acts of civil disobedience;
  - d. those occurring as a result of a Plan Participant's commission or attempted commission of a felony; or
  - e. for treatment of any Plan Participant detained in a correctional facility who has been adjudicated or convicted of the criminal offense causing the detention.
6. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment, or expenses in connection with or related to, or Complications from the following:
- a. rhinoplasty;
  - b. blepharoplasty services unless deemed Medically Necessary;
  - c. gynecomastia;
  - d. breast enlargement, except for breast reconstructive services as specifically provided in this Benefit Plan;
  - e. breast reduction, except for breast reconstructive services as specifically provided in this Benefit Plan or unless the estimated weight to be removed during breast reduction is greater than five hundred (500) grams excess breast tissue per breast to be reduced; the patient is not more than thirty percent (30%) over ideal body weight; and the Plan Participant has one of the following associated symptoms:
    - (1) back, neck, or shoulder pain;
    - (2) paresthesias of hands or arms in ulnar distribution; and/or;
    - (3) permanent shoulder grooving from bras straps;
  - f. implantation, removal and/or re-implantation of breast implants and services, illnesses, conditions, Complications and/or treatment in relation to, or as a result of, breast implants, except for breast reconstructive services as specifically provided in this Benefit Plan. When a Medically Necessary

mastectomy is otherwise covered under this Benefit Plan, removal of breast implants that were originally implanted during a Cosmetic Surgery and/or for cosmetic purposes is only covered when removal constitutes an incidental service under the Medical and Surgical Benefits Article of this Benefit Plan. As an incidental service, the removal of breast implants, capsulectomy, and other services, treatments, or procedures determined by the Plan Administrator to be an incidental service may not be billed separately.

- g. implantation, removal, or re-implantation of penile prosthesis and services, illnesses, conditions, Complications and/or treatment in relation to or as a result of penile prosthesis (except for treatment provided under the Urinary Dysfunction or Sexual Dysfunction Resulting from Cancer or Cancer Treatment Benefit);
  - h. diastasis recti;
  - i. biofeedback;
  - j. lifestyle/habit changing clinics and/or programs, except those the law requires Us to cover or those the Plan Administrator offers, endorses, approves, or promotes as part of Your healthcare coverage under this Benefit Plan. Some of these programs may be offered as value-added services and may be subject to minimal additional cost. If clinically eligible to participate, You voluntarily choose whether to participate in the programs;
  - k. wilderness camp/programs except when provided by a qualified Residential Treatment Center and approved by Us as Medically Necessary for the treatment of Mental Health or substance use disorders;
  - l. treatment related to sexual dysfunctions (except for Urinary Dysfunction or Sexual Dysfunction Resulting from Cancer or Cancer Treatment Benefit), low sexual desire disorder, or other sexual inadequacies;
  - m. services or treatment related to gender affirmation or sex transformations;
  - n. industrial testing or self-help programs including, but not limited to, stress management programs, work hardening programs and/or functional capacity evaluations, driving evaluations, etc.;
  - o. recreational therapy including, but not limited to, providing treatment, services and recreation activities using a variety of techniques including arts and crafts, animals, sports, games, dance and movement, drama, music, and community outings;
  - p. primarily to enhance athletic abilities; and/or
  - q. Inpatient pain rehabilitation and Inpatient pain control programs.
7. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment, or expenses related to:
- a. eyeglasses or contact lenses (except for the initial pair and fitting of eyeglasses or contact lenses required following cataract Surgery);
  - b. eye exercises, visual training, or orthoptics;
  - c. hearing aids or for examinations for the prescribing or fitting of hearing aids, except as specified in this Benefit Plan;
  - d. hair pieces, wigs, hair growth, and/or hair implants, except as otherwise specified in this Benefit Plan or on the Schedule of Benefits;
  - e. the correction of refractive errors of the eye, including, but not limited to, radial keratotomy and laser Surgery; or

- f. visual therapy.
8. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment or expenses related to:
    - a. any costs of donating an organ or tissue for transplant when a Plan Participant is a donor except as provided in this Benefit Plan;
    - b. transplant procedures for any human organ or tissue transplant not specifically listed as covered. Related services or supplies include administration of high-dose chemotherapy to support transplant procedures;
    - c. the transplant of any non-human organ or tissue; or
    - d. bone marrow transplants and stem cell rescue (autologous and allogeneic), except as provided in this Benefit Plan.
  9. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment or expenses related to Gene Therapy or Cellular Immunotherapy if prior Authorization is not obtained or if the services are performed at an administering facility that has not been approved in writing by the Claims Administrator prior to services being rendered.
  10. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any of the following, except as specifically provided for in this Benefit Plan or on the Schedule of Benefits:
    - a. Weight loss programs, whether for medical reasons or under medical supervision (other than the Plan Participants in the Bariatric Surgery Benefit program);
    - b. Bariatric Surgery procedures;
    - c. removal of excess fat or skin, or services at a health spa or similar facility; or
    - d. obesity or morbid obesity.
  11. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits for Prescriptions or supplements intended for weight management or nutrition are excluded.
  12. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for food or food supplements, formulas and medical foods, including those used for gastric tube feedings. This exclusion does not apply to Low Protein Food Products or prescription donor human breast milk as described in this Benefit Plan.
  13. Benefits are excluded for Prescription Drugs, except for those Prescription Drugs administered during an Inpatient or Outpatient stay or those requiring parenteral administration in a Physician's office. The following Prescription Drugs are also excluded:
    - a. Fertility drugs are excluded, unless covered under the Fertility Preservation Services section of this Benefit Plan.
    - b. Prescription vitamins not listed as covered in the Prescription Drug Formulary (including, but not limited to, Enlyte).
    - c. Prescription Drug products that contain marijuana, including medical marijuana.
    - d. Prescription Drugs approved for self-administration (e.g., oral or self-injectable drugs) are excluded when obtained from a Physician or other Provider.
    - e. Covered Prescription Drugs that typically require administration by a healthcare professional are covered under the medical Benefit when obtained from a healthcare professional.

- f. Sales tax or interest.
14. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for personal comfort, personal hygiene and convenience items including, but not limited to, air conditioners, humidifiers, exercise equipment, personal fitness equipment, or alterations to a Plan Participant's home or vehicle.
  15. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for telephone calls, video communication, text messaging, e-mail messaging, instant messaging or patient portal communications between the Plan Participant and their Provider unless specifically stated as covered under the Telehealth Services Benefit; for services billed with Telehealth codes not suitable for the setting in which the services are provided; for Telehealth Services not permitted by the Claims Administrator; for Telehealth Services rendered by Providers not permitted by the Claims Administrator; and for Telehealth Services rendered by a Non-Network Provider.
  16. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Remote Patient Therapy Services and devices unless the results are specifically required for a medical treatment decision for a Plan Participant or as required by law.
  17. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for comfort or cosmetic care or treatment of the foot; supportive devices of the foot; and treatment of flat feet, except for Medically Necessary Surgery.
  18. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for routine foot care, except as specifically provided in this Benefit Plan.
  19. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any abortions other than to save the life of the mother.
  20. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services or supplies related to the diagnosis and treatment of Infertility including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment. Even if fertile, these procedures are not available for Benefits. This exclusion shall not apply to services covered under the Fertility Preservation Services section of this Benefit Plan.
  21. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, supplies or treatment related to artificial means of Pregnancy including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment. This exclusion shall not apply to services covered under the Fertility Preservation Services section of this Benefit Plan.
  22. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for prenatal and postnatal services or supplies of a Gestational Carrier including, but not limited to, Hospital, Surgical, Mental Health, pharmacy or medical services.
  23. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Hospital, medical or Surgical services rendered in connection with the pregnancy of a covered Dependent child.
  24. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for anesthesia by hypnosis or charges for anesthesia for non-Covered Services.
  25. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for acupuncture when used to provide treatment for a condition or service that is excluded from coverage under this Benefit Plan.

26. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Cosmetic Surgery, piercings, procedures, services, supplies or treatment for cosmetic purposes, unless required for Congenital Anomaly. Complications resulting from any of these items or any other non-covered items are excluded.
27. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Dental Care and Treatment and dental appliances except as specifically provided in this Benefit Plan under:
  - a. Oral Surgery Benefits
  - b. Cleft Lip and Cleft Palate Services
28. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for dental implants except as specifically provided in this Benefit Plan under Oral Surgery Benefits and Cleft Lip and Cleft Palate Services.
29. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for diagnosis, treatment, or Surgery of dentofacial anomalies including, but not limited to:
  - a. malocclusion;
  - b. Temporomandibular Joint (TMJ) Disorders, except for oral occlusal appliance therapy;
  - c. hyperplasia or hypoplasia of the mandible and/or maxilla; and
  - d. any orthognathic condition.
30. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for medical exams and/or diagnostic tests for routine or periodic physical examinations, screening examinations and immunizations, including occupational, recreational, camp or school required examinations, except as specifically provided in this Benefit Plan.
31. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for travel expenses of any kind or type other than covered Ambulance Services to the closest Hospital equipped to adequately treat the Plan Participant's condition, except as specifically provided in this Benefit Plan, or as approved by the Claims Administrator.
32. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Repatriation of persons or remains from an international location back to the United States or from the United States to an international location. Private or commercial air or sea transportation is not covered. Plan Participants traveling overseas should consider purchasing a travel insurance policy that covers Repatriation to Your home country and air or sea travel when an ambulance is not required.
33. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for educational services and supplies, training or re-training for a vocation, or the diagnosis, testing, or treatment for remedial reading, dyslexia and other learning disabilities. This includes services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. This includes Applied Behavior Analysis services that are not habilitative treatment and specifically target academic and/or educational goals; and para-professional shadowing services utilized as maintenance and/or Custodial Care to support academic learning opportunities in a classroom setting. Coverage is provided only if the services are provided in the most medically appropriate setting. Coverage will only be available for the least costly Medically Necessary service option. This exclusion for educational services and supplies does not apply to training and education for diabetes or for any Preventive or Wellness Care required by the Patient Protection and Affordable Care Act when the recommendation includes training and education.
34. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Admission to a Hospital primarily for Diagnostic Services which could have been provided safely and adequately in some other setting, e.g., Outpatient department of a Hospital or Physician's office.

35. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Custodial Care, nursing home care, assisted living facility care or custodial home care, regardless of the level of care required or provided. This exclusion for Custodial Care applies to Claims for Private Duty Nursing Services that are determined by Us to be Custodial Care.
36. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Hospital charges for a well newborn, except as specifically provided in this Benefit Plan.
37. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for counseling services including, but not limited to, career counseling, marriage counseling, divorce counseling, parental counseling and employment counseling. This exclusion does not apply to counseling services for any Preventive or Wellness Care required by the Patient Protection and Affordable Care Act when the recommendation includes counseling services.
38. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for medical and Surgical treatment for snoring in the absence of obstructive sleep apnea, including laser-assisted uvulopalatoplasty (LAUP).
39. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for reversal of a voluntary sterilization procedure.
40. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any Durable Medical Equipment, disposable medical equipment, items and supplies over reasonable quantity limits as determined by the Claims Administrator. Portable defibrillators are not covered. Implantable defibrillators and wearable defibrillators are covered when Authorized by the Claims Administrator.
41. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services, Surgery, supplies, treatment, or expenses of a covered Plan Participant related to:
  - a. Genetic testing, unless the results are specifically required for a medical treatment decision for the Plan Participant or as required by law;
  - b. pre-implantation genetic diagnosis;
  - c. preconception carrier screening; and
  - d. prenatal carrier screening except screenings for cystic fibrosis.
42. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for services or supplies for the prophylactic storage of cord blood.
43. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for Mental Health services or substance use disorder services delivered through the Psychiatric Collaborative Care Model when used to treat a condition other than an approved behavioral health diagnosis.
44. Benefits are excluded for Applied Behavior Analysis that the Claims Administrator has determined is not Medically Necessary. Applied Behavior Analysis rendered by a Provider that has not been certified as an assistant behavior analyst or licensed as a behavior analyst by the Louisiana Behavior Analyst Board or the appropriate licensing agency, if within another state is also excluded. Applied Behavior Analysis is not covered for conditions other than Autism Spectrum Disorders.
45. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for virtual reality services, supplies, technologies, treatment, devices, or expenses related thereto no matter the setting in which virtual reality is used, including, but not limited to, Surgery.
46. **REGARDLESS OF CLAIM OF MEDICAL NECESSITY**, Benefits are excluded for any complementary or alternative medicine treatments, therapies, practices, or supplements, including, but not limited to, aromatherapy; art therapy; ear candling; hypnosis; magnet therapy; rolfing; and other forms of complementary and alternative medicine as defined by the National Center for Complementary and

Integrative Health (NCCIH), unless covered as Acupuncture Benefits and Integrative Cancer Treatments in the Other Covered Services, Supplies or Equipment Article.

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

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

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

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

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

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

THE EMPLOYER AND THE EMPLOYEE MUST NOTIFY THE PLAN ADMINISTRATOR WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THE LEAVE OF ABSENCE.

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

1. Benefits under the Plan for covered Dependents of a deceased covered Employee/Retiree will terminate on the last day of the month in which the Employee's/Retiree's death occurred unless the surviving covered Dependents elect to continue coverage.
  - a. The surviving Spouse of an Employee/Retiree may continue coverage unless or until the surviving Spouse is or becomes eligible for coverage under a group health plan other than Medicare.
  - b. The surviving Dependent Child of an Employee/Retiree may continue coverage unless or until such Dependent Child is or becomes eligible for coverage under a group health plan other than Medicare or until the end of the month of the attainment of the termination age for that specific Dependent Child, whichever occurs first.
  - c. Surviving Dependents will be entitled to receive the same Employer premium contributions as Employees and Retirees, subject to the provisions of Louisiana Revised Statutes, Title 42, Section 851 and rules promulgated pursuant thereto by the Office of Group Benefits.
  - d. Coverage provided by the Civilian Health and Medical Program for the Uniform Services (CHAMPUS/TRICARE) or a successor will not be sufficient to terminate the coverage of an otherwise eligible surviving Spouse or a Dependent Child.
2. A surviving Spouse or Dependent cannot add new Dependents to continued coverage other than a Child of the deceased Employee/Retiree born after the Employee's/Retiree's death.

### 3. Employer/Dependent Responsibilities

- a. The Employer and/or surviving covered Dependent shall notify the Plan Administrator within thirty (30) days of the death of the Employee/Retiree.
  - b. The Plan Administrator will notify the surviving Dependents of their right to continue coverage.
  - c. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of receipt of notification, and premium payment must be made within forty-five (45) days of the date continued coverage is elected for coverage retroactive to the date coverage would have otherwise terminated.
  - d. Coverage for the surviving Spouse under this section will continue until the earliest of the following events:
    - (1) Failure to pay the applicable premiums, contributions and surcharges timely.
    - (2) Eligibility of the surviving Spouse under a group health plan other than Medicare.
  - e. Coverage for a surviving Dependent Child under this section will continue until the earliest of the following events:
    - (1) Failure to pay the applicable premiums, contributions and surcharges timely.
    - (2) Eligibility of the surviving Dependent Child for coverage under any group health plan other than Medicare.
    - (3) The end of the month of the attainment of the termination age for that specific Dependent Child.
4. The provisions of C.1. through C.3. above are applicable to surviving Dependents who, on or after July 1, 1999, elect to continue coverage following the death of an Employee/Retiree. Continued coverage for surviving Dependents that made such election before July 1, 1999, shall be governed by the rules in effect at the time of the election.

### C. Over-Age Dependents

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

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

### D. Military Leave

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

1. Health Plan Participation – When an Employee is called to active military duty, the Employee and his/her covered Dependents may:

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

## **E. COBRA**

### **1. Employees**

- a. Coverage under this Plan for a covered Employee will terminate on the last day of the calendar month during which employment is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or coverage under a Leave of Absence expires unless the covered Employee elects to continue coverage at the Employee's own expense. Employees terminated for gross misconduct are not eligible for COBRA coverage.
- b. The Employer shall notify the Plan Administrator within thirty (30) days of the date coverage would have terminated because of any of the foregoing events. The Plan Administrator or the Plan Administrator's third-party COBRA vendor (COBRA Administrator), if applicable, will notify the Employee within fourteen (14) days of receipt of this notification of his/her right to continue coverage.
- c. Application for continued coverage must be made in writing to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within sixty (60) days of the date of the election notification, and premium payment must be made to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within forty-five (45) days of the date the Employee elects continued coverage. Coverage will be retroactive to the date it would have otherwise terminated.
- d. Coverage under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
  - (2) Eighteen (18) months from the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees/Retirees.
- e. If employment for a covered Employee is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or Leave of Absence has expired, and the Employee has not elected to continue coverage, the covered Spouse and/or covered Dependent Children may elect to continue coverage at his/her/their own expense. The elected coverage will be subject to the above stated notification and termination provisions.

### **2. Surviving Dependents**

- a. Coverage under this Plan for covered surviving Dependents of an Employee/Retiree will terminate on the last day of the month in which the Employee's/Retiree's death occurs, unless the surviving covered Dependents elect to continue coverage at their own expense.

- b. The Employer and/or surviving covered Dependents shall notify the Plan Administrator within thirty (30) days of the death of the Employee/Retiree. The Plan Administrator or the Plan's COBRA Administrator, if applicable, will notify the surviving Dependents of their right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within sixty (60) days of the date of the election notification.
  - c. Payment of premiums, contributions and surcharges must be made to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within forty-five (45) days of the date the continued coverage was elected, retroactive to the date coverage would have terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
  - d. Coverage for the surviving Dependents under this section will continue until the earliest of the following:
    - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
    - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
    - (3) Entitlement to Medicare;
    - (4) Coverage under a group health plan; or
    - (5) The Employer ceases to provide any group health plan for its Employees/Retirees.
3. Ex-Spouse/Ex-Stepchildren – Divorce, Annulment, Legal Separation or Death
- a. Coverage under this Plan for an Employee's/Retiree's Spouse (and any stepchildren enrolled on the Plan) will terminate on the last day of the month during which dissolution of the marriage occurs by virtue of a legal decree of divorce, annulment, or legal separation from the Employee/Retiree, unless the covered ex-Spouse elects to continue coverage at his/her own expense.
  - b. Coverage under this Plan for an Employee's/Retiree's stepchild will terminate on the last day of the month of the death of the Employee's/Retiree's Spouse who is the stepchild's parent.
  - c. The Employee/Retiree or the ex-Spouse/ex-stepchild shall notify the Plan Administrator of the divorce, annulment, legal separation or death within sixty (60) days from the date of the divorce, annulment, legal separation or death. The Plan Administrator or the Plan's COBRA Administrator, if applicable, will notify the ex-Spouse (and any ex-stepchildren of the Employee/Retiree who were enrolled on the Plan) within fourteen (14) days of his/her/their right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within sixty (60) days of the election notification.
  - d. Payment of premiums, contributions and surcharges must be made to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within forty-five (45) days of the date continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
  - e. Coverage for the ex-Spouse (and any ex-stepchildren of the Employee/Retiree who were enrolled on the Plan) under this section will continue until the earliest of the following:
    - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
    - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
    - (3) Entitlement to Medicare;

- (4) Coverage under a group health plan; or
- (5) The Employer ceases to provide any group health plan for its Employees/Retirees.

4. Dependent Children

- a. Coverage under this Plan for a covered Dependent Child will terminate on the last day of the month during which the Dependent Child no longer meets the definition of an eligible covered Dependent, unless the Dependent Child elects to continue coverage at his/her own expense.
- b. The Dependent Child shall notify the Plan Administrator within sixty (60) days of the date coverage would have terminated. The Plan Administrator or the Plan's COBRA Administrator, if applicable, will notify the Dependent Child within fourteen (14) days of his/her right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within sixty (60) days of receipt of the election notification.
- c. Payment of premiums, contributions and surcharges must be made to the Plan Administrator or the Plan's COBRA Administrator, if applicable, within forty-five (45) days of the date the continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- d. Coverage for a Dependent Child under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees/Retirees.

5. Dependents of COBRA Participants

- a. If a covered terminated Employee has elected to continue coverage and if during the period of continued coverage the covered Spouse or a covered Dependent Child becomes ineligible for coverage due to:
  - (1) Death of the Employee;
  - (2) Divorce, Annulment, or Legal Separation from the Employee; or
  - (3) A Dependent Child no longer meets the definition of an eligible covered Dependent, then, the Spouse and/or Dependent Child may elect to continue COBRA coverage at his/her own expense. Coverage will not be continued beyond thirty-six (36) months from the date coverage would have otherwise terminated.
- b. The Spouse and/or the Dependent Child shall notify the Plan Administrator within sixty (60) days of the date COBRA coverage would have terminated.
- c. Monthly payments for each month of COBRA coverage are due to the Plan Administrator or the Plan's COBRA Administrator, if applicable, on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

- d. Coverage for the Spouse or Dependent Child under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees/Retirees.

6. Disability COBRA

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

- (3) Entitled to Medicare;
- (4) Coverage under a group health plan;
- (5) The Employer ceases to provide any group health plan for its Employees/Retirees; or
- (6) Thirty (30) days after the month in which the Social Security Administration determines that the covered person is no longer disabled. (The covered person must report the determination to the Plan Administrator and to the COBRA Administrator, if applicable, within thirty (30) days after the date of issuance by the Social Security Administration.) In the case of a person who is ineligible for Social Security disability benefits due to insufficient quarters of an employment, thirty (30) days after the month in which the Plan Administrator or the Plan's COBRA Administrator, if applicable, determines that the covered person is no longer disabled.

7. Medicare COBRA

- a. If an Employee becomes entitled to Medicare less than eighteen (18) months before the date the Employee's eligibility for Benefits under this Plan terminates, the period of continued coverage available for the Employee's covered Dependents will continue until the earliest of the following:
  - (1) Failure to pay the applicable premiums, contributions and surcharges timely;
  - (2) Thirty-six (36) months from the date of the Employee's Medicare entitlement;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees/Retirees.
- b. Monthly payments for each month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

8. Miscellaneous Provisions

During the period of continuation of coverage, Benefits will be identical to those provided to others enrolled in this Plan under its standard eligibility provisions for Plan Participants.

**ARTICLE XVIII. COORDINATION OF BENEFITS**

**A. Applicability**

This section applies when a Plan Participant has healthcare coverage under more than one Plan. Plan is defined below.

The Order of Benefit Determination Rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its terms of coverage without concern of the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed one hundred percent (100%) of the total Allowable Expense.

**B. Definitions** *(Applicable only to this Coordination of Benefits Article of this Benefit Plan)*

- 1. Allowable Expense – Healthcare services or expenses, including deductibles, coinsurance or copayments, that are covered in full or in part by any Plan covering a Plan Participant. The following are examples of services or expenses that are and are not Allowable Expenses.

- a. A healthcare service or expense or a portion of a service or expense that is not covered by any of the Plans covering a Plan Participant is not an Allowable Expense.
  - b. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid.
  - c. If a person is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
  - d. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount charged in excess of the highest reimbursement amount for a specified benefit is not an Allowable Expense.
  - e. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees is not an Allowable Expense.
  - f. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement will be the Allowable Expense for all Plans.
  - g. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, prior authorization of admissions and preferred provider arrangements.
2. Closed Panel Plan – A plan that provides healthcare benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes benefits for services provided by other providers, except in cases of emergency or referral by a panel member.
  3. Coordination of Benefits or COB – A provision establishing an order in which Plans pay their claims and permitting Secondary Plans to reduce their benefits so that the combined benefits of all Plans do not exceed one hundred percent (100%) of the total Allowable Expenses. The COB provision applies to the part of the Benefit Plan providing healthcare Benefits which may be reduced because of the benefits of other Plans. Any other part of the Benefit Plan providing healthcare Benefits is separate from this Benefit Plan. This Benefit Plan may apply one COB provision to certain Benefits, such as dental Benefits, coordinating only with similar Benefits, and may apply another COB provision to coordinate other Benefits.
  4. Custodial Parent –
    - a. the parent awarded custody of a covered child by a court decree; or
    - b. in the absence of a court decree, the parent with whom the covered child resides more than one half of the calendar year without regard to any temporary visitation.
  5. Order of Benefit Determination Rules – Rules that determine whether this plan is a Primary Plan or Secondary Plan when a Plan Participant has healthcare coverage under more than one Plan. When this Benefit Plan is Primary, We determine payment for Benefits first before those of any other Plan and without considering any other Plan's benefits. When this Benefit Plan is Secondary, We determine Benefits after those of another Plan and may reduce the Benefits We pay so that all Plan benefits do not exceed one hundred percent (100%) of the total Allowable Expense.

6. Plan – Any of the following that provide benefits or services for medical or dental care or treatment. If separate Plans are used to provide coordinated coverage for members of a group, the separate Plans are considered parts of the same Plan and there is no COB among those separate Plans.

a. Plan includes:

- (1) group and non-group insurance contracts;
- (2) health maintenance organization (HMO) contracts;
- (3) group or group-type coverage through Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured);
- (4) the medical care components of long-term care contracts, such as skilled nursing care;
- (5) the medical benefits in group or individual automobile no fault and traditional automobile or fault contracts; and
- (6) Medicare or any other governmental benefits, as permitted by law.

b. Plan does not include:

- (1) hospital indemnity coverage benefits or other fixed indemnity coverage;
- (2) accident only coverage;
- (3) specified disease or specified accident coverage;
- (4) limited benefit health coverage such as disability income, specified disease, vision;
- (5) school accident-type coverages with certain exceptions;
- (6) benefits for non-medical components of long-term care contracts;
- (7) Medicare supplement policies;
- (8) Medicaid plans; or
- (9) coverage under other government Plans, unless permitted by law.

Each contract for coverage under 6(a) or (b) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

7. Primary Plan – A Plan whose benefits for a covered person’s healthcare coverage must be determined without taking the existence of any other Plan into consideration.

8. Secondary Plan – A Plan that is not a Primary Plan and determines its benefits after the Primary Plan pays benefits.

### **C. Coordination of Benefits and Order of Benefit Determinations**

1. When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- a. The Primary Plan pays or provides its benefits according to its terms of coverage and without concern of the benefits under any other Plan.
- b. If the Primary Plan is a Closed Panel Plan and the Secondary Plan is not a Closed Panel Plan, the Secondary Plan will pay or provide benefits as if it were the Primary Plan when a covered

person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the Closed Panel Plan.

- c. When multiple contracts providing coordinated coverage are treated as a single Plan, then this section applies only to the Plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one issuer pays or provides benefits under the Plan, the issuer designated as Primary within the Plan will be responsible for the Plan's compliance.
  - d. If a person is covered by more than one Secondary Plan, the Order of Benefit Determination decide the order in which Secondary Plans benefits are determined in relation to each other. Each Secondary Plan must take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which has benefits determined before those of that Secondary Plan.
  - e. Except as provided in (f), below, a Plan that does not contain a Coordination of Benefits provision that is consistent with this section is always Primary unless the provisions of both Plans state that the complying Plan is Primary.
  - f. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and may provide that the supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
2. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is the Secondary Plan.
  3. Order of Benefit Determination

Each Plan determines its order of benefits using the first of the following provisions that apply.

a. Non-Dependent or Dependent Provision

The Plan that covers the person other than as a dependent, for example, as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is Secondary to the Plan covering the person as a dependent; and Primary to the Plan covering the person as other than a dependent (e.g., a retired employee); then the order of benefits between the two Plans is reversed. The Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan covering the person as a dependent is the Primary Plan.

b. Dependent Child Covered Under More Than One Plan Provision

Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

- (1) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
  - (a) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - (b) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
- (2) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

- (a) If a court decree states that one of the parents is responsible for the dependent child's healthcare expenses or healthcare coverage and the Plan of that parent has actual knowledge of those terms, that Plan is Primary. This provision applies to Plan years commencing after the Plan is given notice of the court decree;
  - (b) If a court decree states that both parents are responsible for the dependent child's healthcare expenses or healthcare coverage, the provisions of subparagraph (3)(b)(1) above will determine the order of benefits;
  - (c) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the healthcare expenses or healthcare coverage of the dependent child, the provisions of subparagraph (3)(b)(1) above will determine the order of benefits; or
  - (d) If there is no court decree allocating responsibility for the dependent child's healthcare expenses or healthcare coverage, the order of benefits for the child are as follows:
    - (i) The Plan covering the Custodial Parent;
    - (ii) The Plan covering the spouse of the Custodial Parent;
    - (iii) The Plan covering the non-Custodial Parent; and then
    - (iv) The Plan covering the spouse of the non-Custodial Parent.
- (3) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of subparagraphs (3)(b)(1) or (3)(b)(2) above shall determine the order of benefits as if those individuals were the parents of the child.
- (4) For a dependent child covered under the spouse's Plan:
- (a) For a dependent child who has coverage under either or both parents' Plans and also has his or her own coverage as a dependent under a spouse's Plan, the Longer or Shorter Length of Coverage Provision, below, applies.
  - (b) In the event the dependent child's coverage under the spouse's Plan began on the same date as the dependent child's coverage under either or both parents' Plans, the order of benefits will be determined by applying the birthday provision above in subparagraph (3)(b)(1) to the child's parent(s) and the spouse.

c. Active Employee or Retired or Laid-off Employee Provision

The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid off employee is the Secondary Plan. The same would hold true if a covered person is a dependent of an active employee and that same person is a dependent of a retired or laid off employee. If the other Plan does not have this provision, and as a result the Plans do not agree on the order of benefits, this provision is ignored. This provision does not apply if the Non-Dependent or Dependent Provision above can determine the order of benefits.

d. COBRA or State Continuation Coverage Provision

If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this provision, and as a result, the Plans do not agree on the order of benefits, this provision is ignored. This

provision does not apply if the Non-Dependent or Dependent Provision above can determine the order of benefits.

e. Longer or Shorter Length of Coverage Provision

The Plan that covered the person as an employee, member, policyholder, subscriber or retiree for a longer period of time is the Primary Plan and the Plan that covered the person for the shorter period of time is the Secondary Plan.

f. Fall-Back Provision

If none of the preceding provisions determines the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In any event, this Benefit Plan will never pay more than We would have paid had We been the Primary Plan.

#### **D. Effects on the Benefits of This Benefit Plan**

1. When this Benefit Plan is Secondary, We may reduce Benefits so that the total Benefits paid or provided by all Plans during a Plan Year are not more than one hundred percent (100%) of the total Allowable Expenses. In determining the amount to be paid for any Claim, as the Secondary Plan, We will calculate the Benefits We would have paid in the absence of other healthcare coverage and apply that calculated amount to any Allowable Expense under Our Benefit Plan that is unpaid by the Primary Plan. As the Secondary Plan, We may then reduce Our payment by the amount so that, when combined with the amount paid by the Primary Plan, the total Benefits paid or provided by all Plans for the Claim do not exceed the total Allowable Expense for that Claim. In addition, as the Secondary Plan, We will credit to the Deductible Amount any amounts We would have credited to the Deductible Amount in the absence of other healthcare coverage. In any event, this Benefit Plan will never pay more than We would have paid had We been the Primary Plan.
2. If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB will not apply between that Plan and other Closed Panel Plans.

#### **E. Summary**

This is a summary of only a few of the provisions of Your Benefit Plan to help You understand Coordination of Benefits, which can be very complicated. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language above, which determines Your Benefits.

1. Double Coverage

It is common for family members to be covered by more than one healthcare Plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers. When You are covered by more than one healthcare Plan, Your Plans follow a procedure called Coordination of Benefits to determine how much each Plan should pay when You have a claim. The goal is to make sure that the combined payments of all Plans do not add up to more than Your covered healthcare expenses. Coordination of Benefits is complicated and covers a wide variety of circumstances. This is only an outline of some of the most common ones.

2. Primary or Secondary

You will be asked to identify all the Plans that cover members of Your family. We need this information to determine whether We are the Primary or Secondary benefit payer. The Primary Plan always pays first when You have a claim. Any Plan that does not contain COB rules will always be Primary.

3. When this Benefit Plan is Primary

If You or a family member are covered under another Plan in addition to this one, We will be Primary when:

- a. The Claim is for Your own healthcare expenses, unless You are covered by Medicare and both You and Your Spouse are retired;
- b. The Claim is for Your Spouse's healthcare expenses, who is covered by Medicare, and You are not both retired;
- c. The Claim is for the healthcare expenses of Your Dependent child who is covered by this Benefit Plan and:
  - (1) You are married and Your birthday is earlier in the year than Your Spouse's or You are living with another individual, regardless of whether or not You have ever been married to that individual, and Your birthday is earlier than that other individual's birthday. This is known as the birthday provision;
  - (2) You are separated or divorced and You have informed Us of a court decree that makes You responsible for Your Dependent child's healthcare expenses; or
  - (3) There is no court decree, but You have custody of Your Dependent child.

#### 4. Other Situations

- a. We will be Primary when any other provisions of state or federal law require Us to be. When We are the Primary Plan, We will pay the Benefits in accordance with the terms of Your Benefit Plan, just as if You had no other healthcare coverage under any other Plan.
- b. We will be Secondary whenever the rules do not require Us to be Primary. When We are the Secondary Plan, We do not pay until after the Primary Plan has paid its benefits. We will then pay part, or all of the Allowable Expenses left unpaid, as explained below. An Allowable Expense is a healthcare service or expense covered by one of the Plans, including Copayments, Coinsurance and Deductible Amounts.
  - (1) If there is a difference between the amount the Plans allow, We will base Our payment on the higher amount. However, if the Primary Plan has a contract with the provider, Our combined payments will not be more than the provider contract calls for. Health maintenance organizations and preferred provider organizations usually have contracts with their providers.
  - (2) We will determine Our payment by subtracting the amount the Primary Plan paid from the amount We would have paid if We had been Primary. We will use any savings to pay the balance of any unpaid Allowable Expenses covered by either Plan.
  - (3) We will not pay an amount the Primary Plan did not cover because You did not follow its rules and procedures. For example, if the Plan has reduced its benefit because You did not obtain prior authorization, as required by that Plan, We will not pay the amount of the reduction, because it is not an Allowable Expense.

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

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

#### **G. Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under this Benefit Plan. We may pay that amount to the organization that made the payment. That amount will then be treated as though it were a Benefit paid under this Benefit Plan. To the extent such payments are made, they discharge Us from further liability. The term payment made includes providing Benefits in the form of services,

in which case the payment made will be the reasonable cash value of any Benefits provided in the form of services.

#### **H. Right of Recovery**

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

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

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

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

THE FOLLOWING GENERAL PROVISIONS ARE APPLICABLE TO THE GROUP AND ALL PLAN PARTICIPANTS. THE GROUP IS THE PLAN SPONSOR FOR THIS PLAN.

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

1. To the extent that this Benefit Plan may be an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 (ERISA), as amended, St. Tammany Parish School Board is the Plan Sponsor of such employee welfare benefit plan and will be solely responsible for meeting any obligations imposed by law or regulation on the administrator of the Plan, except those specifically undertaken by the Claims Administrator herein. To the extent this Benefit Plan provides Benefits for the treatment of certain injuries, exclusions to those covered Benefits do not apply to an extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. Benefits are available to Plan Participants for illness or bodily injury otherwise covered under this Benefit Plan when the illness or bodily injury arises out of an act of domestic violence or a medical condition, including both physical and mental health conditions; or for Emergency Medical Services. To the extent this Benefit Plan is subject to COBRA, the Group, or its contracted designee, will be the administrator for the purposes of COBRA. The Group is responsible for establishing and following all required COBRA procedures that may be applicable to the Group. The Group will indemnify and hold the Claims Administrator harmless in the event the Claims Administrator incurs any liability as a result of the Group's failure to do so.
2. The Benefit Plan will not impose eligibility rules or variations in Employee contributions or fees based on a Plan Participant's health status or a health status-related factor.
3. St. Tammany Parish School Board shall administer the Benefit Plan in accordance with its terms and established policies, interpretations, practices and procedures. It is the express intent of this Benefit Plan that St. Tammany Parish School Board shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for Benefits, to make determinations on the termination of coverage for its Employees and Dependents, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of St. Tammany Parish School Board will be final and binding on all interested parties.
4. The Claims Administrator will not be liable for or on account of any fault, act, omission, negligence, misfeasance, malfeasance or malpractice on the part of any Hospital or other institution, or any agent or employee thereof, or on the part of any Physician, Allied Provider, nurse, technician or other person participating in or having to do with a Plan Participant's care or treatment.

5. The Claims Administrator shall have the right to enter into any contractual agreements with subcontractors, healthcare Providers, or other third-parties relative to this Benefit Plan. Any of the functions to be performed by the Claims Administrator under this Plan may be performed by the Claims Administrator or any of their subsidiaries, affiliates, subcontractors, or designees.
6. Except as specifically provided herein, this Benefit Plan will not make the Claims Administrator liable or responsible for any duty or obligation that is imposed on the Employer by federal or state law or regulations.

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

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

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

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

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

1. The liability of the Group is limited to the Benefits specified in this Benefit Plan. If the Benefit Plan is terminated, the rights of the Plan Participants are limited to expenses incurred before termination.
2. Benefits for Covered Services specified in this Benefit Plan will be provided only for services and supplies rendered on and after the Plan Participant's Effective Date by a Provider specified in this Benefit Plan and regularly included in such Provider's charges.
3. Continuity of healthcare services.
  - a. Upon the termination of a contractual agreement with a Provider, notification of the removal of the Provider from the Preferred Care PPO Network will be given to any Plan Participant who has begun a course of treatment by the Provider.
  - b. A Plan Participant who is a continuing care patient has the right to continuity of care until the earlier of the completion of the course of treatment or ninety (90) days after the Plan Participant is notified that the Provider has left the Preferred Care PPO Network.
  - c. A continuing care patient is one who is:
    - (1) Undergoing a course of treatment for a Serious and Complex Condition;
    - (2) Undergoing a course of institutional or Inpatient care;
    - (3) Scheduled to undergo nonelective Surgery from the Provider, including receipt of postoperative care;
    - (4) Pregnant and undergoing a course of treatment for the pregnancy; or
    - (5) Terminally ill, which means the medical prognosis is a life expectancy of six (6) months or less, and receiving treatment for the terminal illness from the Provider.

- d. The provisions of continuity of care shall not be applicable if any one of the following occurs:
- (1) The reason for the termination of a Provider's contractual agreement is a result of documented reasons relative to quality of care, or the suspension, revocation or applicable restriction of the license to practice in Louisiana by the Louisiana State Board of Medical Examiners.
  - (2) The reason for the termination of a Provider's contractual agreement is a result of fraud.
  - (3) The Plan Participant voluntarily chooses to change Providers.
  - (4) The Plan Participant relocates to a location outside of the geographic service area of the Provider or the Preferred Care PPO Network.
  - (5) The Plan Participant's condition does not meet the requirements to be deemed a Serious and Complex Condition.

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

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

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

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

1. The date the Plan terminates;
2. The date the Employer terminates or withdraws from the Plan;
3. The date contribution is due if the Group fails to pay the required contribution;
4. The date contribution is due if the Plan Participant fails to make any contribution which is required for the continuation of coverage;
5. The last day of the month of the Plan Participant's death; or
6. The last day of the month in which the Plan Participant ceases to be eligible as a Plan Participant.

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

1. All Claims must be filed within ninety (90) days from the date services were rendered, unless it is not reasonably possible to do so. In no event may any Claim be filed later than fifteen (15) months from the date services were rendered.

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

This Plan will be governed and construed in accordance with the laws and regulations of the State of Louisiana except when preempted by federal law. This Plan is not subject to regulation by any state other than the State of Louisiana. If any provision of this Benefit Plan is in conflict with **any applicable** statutes or regulations of

the United States of America or the State of Louisiana, the provision is automatically amended to meet the minimum requirements of the statute or regulation. Any legal action filed against the Plan must be filed in the appropriate court in the State of Louisiana.

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

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

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

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

#### **K. Assignment**

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

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

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

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

1. For Employers having twenty (20) or more active Employees, federal law and regulations require that each active Employee age sixty-five (65) or older, and each active Employee's Spouse age sixty-five (65) or older, may elect to have coverage under this Plan or under Medicare.
  - a. Where such Employee or such Spouse elects coverage under this Plan, this Plan will be the primary payor of Benefits with the Medicare program the secondary payor.

- b. This Plan will not provide Benefits to supplement Medicare payments for Medicare eligible expenses for an active Employee age sixty-five (65) or older or for a Spouse age sixty-five (65) or older of an active Employee where such Employee or such Spouse elects to have the Medicare program as the primary payor.
2. When a retiree becomes eligible for Medicare, they must elect coverage under a group-sponsored Medicare Advantage Plan.
3. Under federal law, if an active employee under age sixty-five (65) or an active employee's dependent under age sixty-five (65) is covered under a group benefit plan of an employer with one hundred (100) or more employees and also has coverage under the Medicare program by reason of Social Security disability, the group benefit plan is the primary payor and Medicare is the secondary payor.
4. For persons under age sixty-five (65) who are covered under this Plan and who also have coverage under the Medicare program solely by reason of end-stage renal disease, the Medicare program will be the primary payor and this Plan the secondary payor, except that during the first thirty (30) month period that such persons are eligible for Medicare benefits solely by reason of end-stage renal disease, this Plan will be the primary payor and Medicare the secondary payor.
5. When this Plan is the primary payor, it will provide regular Benefits for Covered Services.

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

#### **N. Notice**

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

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

The Group must report to the appropriate federal or state governmental agency any job-related injury or illness of a Plan Participant where so required under the provisions of any federal or state laws and/or related programs. This Plan, with any described exceptions, excludes Benefits for any services rendered as a result of occupational disease or injury compensable under any federal or state Workers' Compensation laws and/or any related programs including, but not limited to, the Jones Act, Federal Employers Liability Act, Federal Employees Compensation Act, Longshore and Harbor Workers' Compensation Act, Black Lung Benefits Act, Energy Employees Occupational Illness Compensation Program, and Title 23 of the Louisiana Revised Statutes whether or not coverage under such laws or programs is actually in force. In the event a compensation carrier or employer makes any type of settlement with the Employee, or with any person entitled to receive settlement where the Employee dies, as a result of any occupational disease or injury compensable under any Workers' Compensation law subject to the provisions of La. R.S. 23:1205(C), then this Plan, with certain described exceptions, excludes Benefits for any services covered in whole or in part by Workers' Compensation laws and/or rendered as a result of occupational disease or injury, subject to the provisions of La. R.S. 23:1205(C). In the event Benefits are initially extended by the Plan and a compensation carrier, employer, governmental agency or program, insurer, or any other entity makes any type of settlement with the Plan Participant, with any person entitled to receive settlement where the Plan Participant dies, or if the Plan Participant's injury or illness is found to be compensable under federal or state Workers' Compensation laws or programs, the Plan Participant must reimburse the Plan for Benefits extended or direct the compensation carrier, employer, governmental agency or program, insurer, or any other entity to make such reimbursement. The Group will be entitled to such reimbursement even if the settlement does not mention or excludes payment for healthcare expenses.

## **P. Subrogation**

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

## **Q. Right of Recovery**

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

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

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

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

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

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

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

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

When Plan Participants receive care outside of the Blue Cross and Blue Shield of Louisiana service area, Plan Participants will receive it from one of two kinds of Providers: either Participating or Non-Participating Providers. Most Participating Providers contract with the local Blue Cross or Blue Shield Licensee in that geographic area (Host Blue). Non-Participating Providers do not contract with the Host Blue. We explain below how We pay both kinds of Providers.

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

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

#### **1. BlueCard® Program**

Under the BlueCard® Program, when Plan Participants receive Covered Services in the geographic area that a Host Blue serves, the Claims Administrator will remain responsible for doing what We agreed to do in the contract. But the Host Blue must contract with and generally handle all interactions with its Participating Providers.

When Plan Participants receive Covered Services outside Our service area and the Claim is processed through the BlueCard® Program, the amount Plan Participants pay for Covered Services is calculated based on one of the following, as determined by Us:

- a. the billed charges for Your Covered Services;
- b. the negotiated price that the Host Blue makes available to the Claims Administrator; or
- c. an amount determined by applicable law.

Often, this negotiated price will be a simple discount that reflects an actual price that the Host Blue pays to the healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with the healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on

a discount that results in expected average savings for similar types of Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for overestimation or underestimation of past pricing of Claims, as noted above. Those adjustments will not affect the price the Claims Administrator used for Your Claim because We will not apply them after a Claim has already been paid.

## 2. Special Case: Value-Based Programs

### a. BlueCard® Program

Under a Value-Based Program, if the Plan Participant receives Covered Services in a Host Blue's service area, You will not have to pay any of the Provider Incentives, risk-sharing, or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments.

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

If We have a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Group on Your behalf, We will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as for the BlueCard® Program.

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

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

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

### a. Plan Participant Liability Calculation

When Covered Services are provided outside of the Blue Cross and Blue Shield of Louisiana service area by Non-Participating Providers, We will normally base the amount You pay on either the Host Blue's Non-Participating Provider local payment or the pricing arrangements that state law requires. In these situations, You may have to pay the difference between the amount that the Non-Participating Provider bills and how much the Claims Administrator pays for the Covered Services as stated in this paragraph. Federal or state law may govern payments for Non-Network Emergency Medical Services.

### b. Exceptions

In certain situations, the Claims Administrator may use other payment methods, such as billed charges for Covered Services, to determine the payment We would make if the healthcare services had been obtained within the Blue Cross and Blue Shield of Louisiana service area, or a special negotiated payment to determine the amount We will pay for services from Non-Participating Providers. In these situations, You may have to pay the difference between the amount that the Non-Participating Provider bills and the payment We will make for the Covered Services as stated in the Plan.

## 5. Blue Cross Blue Shield Global® Core

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (BlueCard® service area), You may be able to take advantage of the Blue Cross Blue Shield Global® Core for Covered Services. The Blue Cross Blue Shield Global® Core is unlike the BlueCard® Program in certain ways. For instance, although the Blue Cross Blue Shield Global® Core helps You access a network of Inpatient, Outpatient and professional Providers, Host Blue does not serve the network. When You go to Providers outside the BlueCard® service area, You will typically have to pay the Providers and submit the Claims Yourself.

For medical assistance services (including locating a doctor or Hospital) outside the BlueCard® service area, call:

Blue Cross Blue Shield Global® Core service center  
24 hours a day, 7 days a week  
1-800-810-BLUE  
1-800-810-2583,

or call collect:

1-804-673-1177

Working with a medical professional, an assistance coordinator will arrange a Physician appointment or hospitalization, if necessary.

a. Inpatient Services

In most cases, if You contact the Blue Cross Blue Shield Global® Core service center for help and the Provider agrees to accept a guaranteed payment, Hospitals will not require You to pay for covered Inpatient services, except for Your Deductible Amount and Coinsurance. The Hospital will submit Your Claims to the Blue Cross Blue Shield Global® Core service center. But, if the Provider does not agree to a guaranteed payment or You otherwise paid in full when You received services, You must submit a Claim to be reimbursed. You must contact the Claims Administrator for Authorization for non-Emergency Inpatient services, as explained in the Care Management Article and meet other requirements in Your Plan for services to be provided, including, but not limited to, receiving only Medically Necessary services.

b. Outpatient Services

If You go to Physicians, Urgent Care Centers and other Outpatient Providers outside the BlueCard® service area, typically You must pay in full when You receive a service. To be reimbursed, You must submit a Claim.

c. Exceptions

In situations where the Blue Cross Blue Shield Global® Core service center is unable to obtain a guaranteed payment for a Global® Core claim, We may use other payment methods to figure the payment We will make for the healthcare services that were delivered outside Our service area. Those other payment methods include, but are not limited to, billed charges for Covered Services, the payment We would make if the healthcare services had been obtained within Our service area, or a special negotiated payment to determine the amount We will pay for services from Non-Participating Providers. In these situations, You need to comply with the requirements of Your Benefit Plan and You may have to pay the difference between the amount that the Provider bills and the payment We will make for the Covered Services.

d. Submitting a Blue Cross Blue Shield Global® Core Claim

When You pay for Covered Services outside the BlueCard® service area, You must submit a Claim to be reimbursed. For institutional and professional Claims, fill out a Blue Cross Blue Shield Global® Core Claim form. Send the form with the Provider's itemized bills to the Blue Cross Blue Shield Global® Core service center at the address on the form.

Make sure to follow the instructions on the form. For a copy of the form, contact Us or the Blue Cross Blue Shield Global® Core service center, or go to [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

For help submitting Your Claim, call:

Blue Cross Blue Shield Global® Core service center  
24 hours a day, 7 days a week  
1-800-810-BLUE  
1-800-810-2583,

or call collect:

1-804-673-1177

## **U. Certificates of Creditable Coverage**

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

## **V. Continued Coverage During a Leave of Absence**

### **1. Family Medical Leave**

The Family Medical Leave Act (FMLA) allows eligible Employees to take up to twelve (12) weeks of unpaid FMLA leave in a twelve (12) month period for the following reasons:

- a. a serious health condition that makes You unable to perform Your job;
- b. to care for a seriously ill dependent child, spouse or parent; or
- c. for the birth, placement for adoption or foster care of a child.

A serious health condition is an illness, injury, impairment, or physical/mental condition involving either Inpatient care or continuing treatment by a Provider. Leave may be taken intermittently or on a reduced schedule only if Medically Necessary. If leave is taken on an intermittent basis, the arrangement must be agreed to in advance by the Employee and the Group. Certification of a serious health condition must be provided in writing to the Group. To be eligible for FMLA, an Employee must have completed twelve (12) months of employment and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the leave requested.

The Plan will continue coverage for the Employee during any leave of absence the Group is required to provide by applicable federal or state law, including FMLA, the Americans with Disabilities Act or Pregnancy Discrimination Act, and any amendments or successor provisions, as long as eligibility criteria under the laws continue to be met. If the Employee's coverage is terminated during a leave under the FMLA, upon return to active full-time employment, the Employee is entitled to re-enroll for coverage. If the Employee is not restored to active full-time employment by the end of the leave of absence period, the Employee will cease to be eligible and coverage for the Employee and any Dependents will terminate at the end of the billing period in which the leave of absence period expires, or as otherwise described in the Termination of Coverage section.

### **2. Disability Leave**

When an Employee is not actively at work due to a health condition, the Plan will maintain coverage for the Employee and any Dependents, as long as the Employee remains a bona fide Employee of the Group and required contributions are paid. If the Group terminates the Employee's employment, the Employee will cease to be eligible and coverage for the Employee and any Dependents will terminate as described in the Termination of Coverage section.

### **3. Other Employer-Approved Leave of Absence**

When an Employee has been granted a documented, approved leave of absence by the Employer, the Plan will maintain coverage for the Employee and any covered Dependents for a period not to exceed twelve (12) months. The Employee must remain a bona fide Employee of the Group during the approved

leave period. The Employer will provide the Claims Administrator with proof of the documented leave, upon request. If the Employer terminates the Employee's employment, the Employee will cease to be eligible and coverage for the Employee and any Dependents will terminate as described in the Termination of Coverage section.

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

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

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

### **1. General**

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

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

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

### **3. Authorized Employees**

The Plan shall disclose Protected Health Information only to Employees of the Employer's workforce, who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan. For purposes of this HIPAA Privacy section, Employees of the Employer's workforce shall refer to all Employees and other persons under the control of the Employer.

- a. **Updates Required.** The Employer shall amend the plan promptly with respect to any changes in the Employees of its workforce who are authorized to receive Protected Health Information.
- b. **Use and Disclosure Restricted.** An authorized Employee of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform duties with respect to the Plan.
- c. **Resolution of Issues of Noncompliance.** In the event that any Employee of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to a privacy official. The privacy official shall take appropriate action, including:
  - (1) investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

- (2) applying appropriate sanctions against the persons causing the breach, which depending upon the nature of the breach, may include oral or written reprimand, additional training or termination of employment;
- (3) mitigating any harm caused by the breach, to the extent practicable; and
- (4) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

#### 4. Certification of Employer

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

- a. not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;
- b. ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- c. not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other Benefit or Employee Benefit Plan of the Employer;
- d. report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
- e. make available Protected Health Information to individual Plan Participants in accordance with Section 164.524 of the Privacy Standards;
- f. make available Protected Health Information for amendment by individual Plan Participants and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- g. make available Protected Health Information required to provide any accounting of disclosures to individual Plan Participants in accordance with Section 164.528 of the Privacy Standards;
- h. make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- i. if feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
- j. ensure the adequate separation between the Plan and Employee of the Employer's workforce, as required by Section 164.504 (f)(2)(iii) of the Privacy Standards.

The following Employees of the St. Tammany Parish School Board workforce are designated as authorized to receive Protected Health Information from St. Tammany Parish School Board Group Health Benefit Plan (the Plan) in order to perform their duties with respect to the Plan:

Assistant Superintendent, Insurance Clerk, Director of Business Affairs, Director of Accounting Services and Insurance Consultant / Broker.

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

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

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

## **Y. Our Right to Offer Premium Incentives**

The Claims Administrator may, at Our discretion, offer rebates, refunds, reductions of premium, or other items of value, in amounts or types determined by Us, for business purposes and healthcare quality and improvement purposes including, but not limited to, the following purposes:

1. Encouraging Plan Participants and/or Groups to participate in quality programs;
2. Ensuring Plan Participants and/or Groups are better able to afford benefits packages;
3. Reducing and alleviating social determinants of health;
4. Reducing transition costs for Plan Participants and/or Groups who have changed insurers or have ended self-insured coverage and purchased fully insured coverage;
5. Rewarding Plan Participants and/or Groups for choosing lower cost, quality healthcare Providers;
6. Rewarding Plan Participants and/or Groups for selecting lower cost, quality healthcare goods and products;
7. Rewarding Plan Participants and/or Groups for utilizing digital and other paperless forms of communication of information including, but not limited to, plan documents and materials; and
8. Reducing enrollment, technology, or administration costs of Plan Participants and/or Groups, when such costs are related to effectuating and/or maintaining coverage.

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

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

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

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

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

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

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

#### **1. To Register a Complaint**

A Complaint is an oral expression of dissatisfaction with the Claims Administrator or with Provider services.

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

#### **2. To File a Formal Grievance**

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

Send written Grievances to:

Blue Cross and Blue Shield of Louisiana  
Appeals/Grievances Department  
P. O. Box 98045  
Baton Rouge, LA 70898-9045

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

#### **3. Informal Reconsideration**

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

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

## **B. Standard Appeal Procedures**

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

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

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

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

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

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

### **1. Administrative Appeals**

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

#### **a. First Level Administrative Appeals**

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

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

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

Administrative Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Appeals/Grievances Department  
P. O. Box 98045  
Baton Rouge, LA 70898-9045

b. Second Level Administrative Appeals

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

Send a written request for further review and any additional information to:

St. Tammany Parish School Board  
Attn: Human Resources  
321 North Theard Street  
Covington, LA 70433

Request submitted to the Claims Administrator will be forwarded to St. Tammany Parish School Board.

2. Medical Appeals

Medical Appeals involve Adverse Benefit Determinations for Medical Necessity, appropriateness, healthcare setting, level of care, or effectiveness or when a service is determined to be experimental or Investigational and any related prospective or retrospective review determination.

a. First Level Medical Appeals (Internal)

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

Medical Appeals should be submitted in writing to:

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

Requests submitted to the Claims Administrator after one hundred eighty (180) days of receipt of the initial Adverse Benefit Determination will not be considered.

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

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

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

b. Second Level Medical Appeals (External)

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

St. Tammany Parish School Board  
Attn: Human Resources  
321 North Theard Street  
Covington, LA 70433

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

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

The IRO decision is considered final and binding on the Plan and the Plan Participant.

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

### C. Expedited Appeals

The Expedited Appeal process is available for review of an Adverse Benefit Determination involving a situation where the time frame of the standard medical Appeal would seriously jeopardize the Plan Participant's life, health or ability to regain maximum function. It includes a situation where, in the opinion of the treating Physician, the Plan Participant may experience pain that cannot be adequately controlled while awaiting a standard medical Appeal decision. An Expedited Appeal also includes requests concerning an Admission, availability of care, continued stay, or healthcare for a Plan Participant currently receiving Emergency Medical Services, under observation, or receiving Inpatient care.

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

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

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

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

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

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

#### 1. Expedited Internal Medical Appeals

In these cases, We will make a decision no later than seventy-two (72) hours of Our receipt of the internal medical Expedited Appeal request that meets the criteria for an Expedited Appeal. In any case where the internal medical Expedited Appeal process does not resolve a difference of opinion between Us and the Plan Participant or the Provider acting on behalf of the Plan Participant, the Appeal may be elevated to an Expedited External Appeal. If the internal medical Expedited Appeal does not meet the Expedited

Appeal criteria or does not include the Physician attestation signature, the Appeal will follow the standard Appeal process and timeframe.

## 2. Expedited External Medical Appeal

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

## **D. No Surprises Act (NSA) Internal Appeals and External Appeals**

The NSA added certain Plan Participant rights and protections that are eligible for internal Appeals and External Appeals. If a Plan Participant is dissatisfied about decisions We make regarding the Plan Participant's rights and protections added by the NSA, the Plan Participant may file an Appeal. Examples of the NSA Plan Participant rights and protections include the following:

1. Plan Participant cost sharing and surprise billing protections for Emergency Medical Services;
2. Plan Participant cost sharing and surprise billing protections related to care provided by Non-Network Providers at Network facilities;
3. Whether Plan Participants are in a condition to receive notice and provide Informed Consent to waive the NSA protections;
4. Whether a Claim for care received is coded correctly and accurately reflects the treatments received, and the associated NSA protections related to Plan Participant cost sharing and surprise billing; and
5. Continuity of care.

The Plan Participant is encouraged to, and should, provide Us with all available information to help Us completely evaluate the NSA Appeal such as written comments, documents, records, and other information.

We will provide the Plan Participant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the determination that is the subject of the NSA Appeal.

The Plan Participant has the right to appoint an authorized representative for NSA appeals. An authorized representative is a person to whom the Plan Participant has given written consent to represent the Plan Participant in an internal Appeal or External Appeal. The authorized representative may be the Plan Participant's treating Provider if the Plan Participant appoints the Provider in writing.

### NSA Internal Appeals

If a Plan Participant believes that We have not complied with the surprise billing and cost sharing protections or with continuity of care of the NSA, a written request for review must be submitted within one hundred eighty (180) days of the NSA-related Adverse Benefit Determination. Requests submitted to Us after one hundred eighty (180) days of the NSA-related Adverse Benefit Determination will not be considered.

The NSA internal Appeals request should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Appeals/Grievances Department  
P. O. Box 98045  
Baton Rouge, LA 70898-9045

If a Plan Participant has questions or needs assistance, the Plan Participant may call Our customer service department at the number on the ID card.

We will investigate the Plan Participant's concerns. If the NSA internal Appeal is overturned, We will reprocess the Plan Participant's Claim, if applicable. If the NSA internal Appeal is upheld, We will inform the Plan Participant of the right to begin the NSA External Appeal process.

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

#### NSA External Appeals

If a Plan Participant disagrees with the NSA internal Appeal decision, a written request for an NSA External Appeal must be submitted within four (4) months of receipt of the NSA internal Appeal decision. Requests submitted to Us after four (4) months of receipt of the NSA internal Appeal decision will not be considered.

**You are required to sign and return the form included in the NSA internal Appeal denial notice which authorizes release of medical records for review by the IRO. Appeals submitted by Your Provider will not be accepted without this form completed with Your signature.**

The NSA External Appeals request should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Appeals/Grievances Department  
P. O. Box 98045  
Baton Rouge, LA 70898-9045

If the Plan Participant has questions or needs assistance, the Plan Participant may call Our customer service department at the number on the ID card.

A Plan Participant must exhaust all NSA internal Appeal opportunities prior to requesting an NSA External Appeal conducted by an IRO.

We will provide the IRO all pertinent information necessary to conduct the NSA External Appeal. The external review will be completed within forty-five (45) days of Our receipt of the request for an NSA External Appeal. The IRO will notify the Plan Participant, the Plan Participant's authorized representative, or a Provider authorized to act on the Plan Participant's behalf of its decision.

The IRO decision is considered final and binding on the Plan and the Plan Participant for purposes of determining coverage under this Benefit Plan. This NSA External Appeal process shall constitute Your sole recourse in disputes concerning whether Blue Cross and Blue Shield of Louisiana or the Plan complied with the surprise billing and cost sharing protections of the NSA, except to the extent that other remedies are available under state or federal law.

The Plan Participant may contact 1-800-985-3059 or visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) for more information about Plan Participant rights under the NSA.

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

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

All of the forms mentioned in this section can be obtained from the Employer's personnel office, from one of the Claims Administrator's local service offices, or from the home office of Blue Cross and Blue Shield of Louisiana. If the Plan Participant needs to submit documentation to the Claims Administrator, the Plan Participant may forward it to Blue Cross and Blue Shield of Louisiana at P. O. Box 98029, Baton Rouge, LA 70898-9029, or to, 5525 Reitz Avenue, Baton Rouge, LA 70809.

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

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

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

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

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

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

The Group may require the Employee to use the Employee Enrollment/Change Form to enroll family members not listed on the Employee's original enrollment form. If the Plan Participant does not complete and return a required Employee Enrollment/Change Form to the Plan so the Claims Administrator receives it within the timeframes set out in the Schedule of Eligibility, it is possible that the Employee's health benefits coverage will not be expanded to include the additional family members. Completing and returning an Employee Enrollment/Change Form is especially important when the Employee's first Dependent becomes eligible for coverage or when the Employee no longer has any eligible Dependents.

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

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

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

The ID card shows the way the name of the Employee (Plan Participant of the Group) appears on the Claims Administrator's records. (If the Plan Participant has Dependent coverage, the name(s) are recorded as shown on the enrollment information the Plan received.) The ID card also lists the Plan Participant's contract number (ID #). This number is the identification to the Plan Participant's membership records and should be provided to the Claims Administrator each time a Claim is filed. To assist in promptly handling the Plan Participant's Claims, the Plan Participant must be sure that:

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

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

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

1. Admission to a Hospital or Allied Health Facility Claims

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

2. Outpatient Department Claims

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

### 3. Emergency Medical Service Claims

When a Plan Participant receives Emergency Medical Services performed by a Network or Non-Network Provider, the Plan Participant should show the ID card to the admitting clerk. The Provider will file the Claim with Us. Benefit payment will be sent directly to the Provider. The Plan Participant will receive an Explanation of Benefits after the Claim has been processed.

### 4. Nursing Services Claims

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

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

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

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

For help with filing a Claim for the treatment of Mental Health or substance use disorders, the Plan Participant should refer to the ID card or call the Claims Administrator's customer service department.

### 7. Other Medical Claims

When the Plan Participant receives other medical services (clinics, Provider offices, etc.), the Plan Participant should ask if the Provider is a Network Provider or Participating Provider. If yes, this Provider will file the Plan Participant's Claim with the Claims Administrator. In some situations, the Providers may request payment and ask the Plan Participant to file. If this occurs, the Plan Participant must be sure the Claim form is complete before forwarding to the Claims Administrator. If the Plan Participant is filing the Claim, the Claim must contain the itemized charges for each procedure or service.

NOTES: Statements, canceled checks, payment receipts and balance forward bills may not be used in place of itemized bills. Itemized bills submitted with Claim forms must include the following:

- a. full name of patient;
- b. date(s) of service;
- c. description of and procedure code for service;
- d. diagnosis code;
- e. charge for service; and
- f. name and address of Provider of service.

## E. Claims Questions

Plan Participants can view information about the processing or payment of a Claim at [www.lablue.com](http://www.lablue.com).

Plan Participants can also write to Us at the below address or call Our customer service department at the telephone number shown on the ID card or visit any of Our local service offices\*. If the Plan Participant calls for information about a Claim, We can help the Plan Participant better if they have certain information at hand, particularly the ID number, patient's name and date of service.

Remember, the Plan Participant should ALWAYS refer to their contract number in all correspondence and recheck it against the contract number on the ID card to be sure it is correct.

Blue Cross and Blue Shield of Louisiana  
P.O. Box 98029  
Baton Rouge, LA 70898-9029

\* Our local service offices are located in Baton Rouge, New Orleans, Lake Charles, Lafayette, Alexandria, Houma, Monroe and Shreveport.

## **ARTICLE XXII. RESPONSIBILITIES OF PLAN ADMINISTRATOR**

### **A. Plan Administrator**

The St. Tammany Parish School Board Group Health Benefit Plan is the Benefit Plan for St. Tammany Parish School Board, the Plan Administrator, also called the Plan Sponsor. It is to be administered by the Plan Administrator. An individual may be appointed by St. Tammany Parish School Board to be the Plan Administrator and serve at the convenience of the Employer. If the Plan Administrator resigns, dies or is otherwise removed from the position, St. Tammany Parish School Board shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion shall determine appropriate courses of action in light of the reason and purpose for which this Benefit Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents and to make all interpretive and factual determinations as to whether any individual is entitled to receive any Benefit under the terms of this Benefit Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties.

Any interpretation, determination or other action of the Plan Administrator shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any Benefits or making any Claim for Benefits under this Benefit Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes, in its sole discretion and further constitutes agreement to the limited standard and scope of review described by this section.

Service of legal process may be made upon the Plan Administrator.

### **B. Duties of the Plan Administrator**

1. To administer the Plan in accordance with its terms;
2. to interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
3. to decide disputes that may arise relative to a Plan Participant's rights;
4. to prescribe procedures for filing a Claim for Benefits and to review Claim denials;
5. to keep and maintain the Plan documents and all other records pertaining to the Plan;
6. to appoint a Claims Administrator to pay Claims;
7. to establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Sec. 609; and
8. to delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

### **C. Plan Administrator Compensation**

The Plan Administrator serves without compensation; however, all expenses for Plan administration, including compensation for hired services, will be paid by the Plan.

### **D. Fiduciary**

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan, or has discretionary authority or responsibility in the administration of the Plan.

#### **1. Fiduciary Duties**

A fiduciary must act solely in the interest of Plan Participants and their beneficiaries. A fiduciary must carry out the duties and responsibilities for the purpose of providing Benefits to Plan Participants and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- a. with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
- b. by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- c. in accordance with the Plan documents.

#### **2. The Named Fiduciary**

A named fiduciary is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

- a. the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
- b. the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

### **E. The Claims Administrator is not a Fiduciary**

A Claims Administrator is NOT a fiduciary under the Plan by virtue of paying Claims in accordance with the Plan's rules as established by St. Tammany Parish School Board.

**ARTICLE XXIII.**

**GENERAL PLAN INFORMATION**

**NAME OF PLAN:** St. Tammany Parish School Board Group Health Benefit Plan

**NAME AND ADDRESS OF EMPLOYER/PLAN SPONSOR:** St. Tammany Parish School Board  
321 North Theard Street  
Covington, LA 70433

**EMPLOYER IDENTIFICATION NUMBER (EIN)** 72-6001305

**PLAN NUMBER (PN):** 501

**TYPE OF PLAN:** Comprehensive Medical Benefit Plan

**FUNDING MEDIUM AND TYPE OF ADMINISTRATION:**

The Plan is a self-funded group health plan. Benefits are administered, on behalf of the Plan Administrator, by Blue Cross and Blue Shield of Louisiana, pursuant to the terms of the Administrative Services Agreement and the terms and conditions of the Plan.

The funding for the Benefits is derived from the general assets of the Employer and contributions made by covered Employees. Employee contributions are at a rate determined by the Plan Sponsor. The Plan is not insured.

**PLAN ADMINISTRATOR:** St. Tammany Parish School Board  
321 North Theard Street  
Covington, LA 70433  
(985) 898-3245

**AGENT FOR SERVICE OF LEGAL PROCESS:** Service for legal process may be made upon the Plan Administrator or if applicable, a Plan Trustee.

**CLAIMS ADMINISTRATOR:** Blue Cross and Blue Shield of Louisiana  
5525 Reitz Avenue  
Baton Rouge, LA 70809  
(225) 295-3307

Blue Cross and Blue Shield of Louisiana has been hired to process Claims under the Plan. Blue Cross and Blue Shield of Louisiana does not serve as an insurer, but merely as a claims processor. Claims for Benefits are sent to Blue Cross and Blue Shield of Louisiana. Blue Cross and Blue Shield of Louisiana processes and pays Claims, then requests reimbursement from the Plan. St. Tammany Parish School Board, is ultimately responsible for providing Plan Benefits, and not Blue Cross and Blue Shield of Louisiana.

**PLAN YEAR ENDS:** December 31st

**PLAN DETAILS:** The eligibility requirements, termination provisions and a description of the circumstances which may result in disqualification, ineligibility, denial, or loss of any Benefits are described in the Plan.

**FUTURE OF THE PLAN:** Although the Plan Sponsor expects and intends to continue the Plan indefinitely, the Group reserves the right to modify, amend, suspend, or terminate the Plan at any time.





Blue Cross and Blue Shield of Louisiana  
HMO Louisiana  
Southern National Life

## Nondiscrimination Notice

### Discrimination Is Against the Law

Blue Cross and Blue Shield of Louisiana and its subsidiaries, HMO Louisiana, Inc. and Southern National Life, comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability or sex. Louisiana Blue does not exclude people or treat them less favorably because of race, color, national origin, age, disability or sex.

Louisiana Blue and its subsidiaries:

- Provide people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, which may include:
  - Qualified interpreters
  - Information written in other languages

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, you can call the Customer Service number on the back of your ID card or email [MeaningfulAccessLanguageTranslation@lablue.com](mailto:MeaningfulAccessLanguageTranslation@lablue.com). If you are hearing impaired call 1-800-711-5519 (TTY 711).

If you believe that Louisiana Blue or one of its subsidiaries failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you have the right to take the following steps:

1. **If you are fully insured through Louisiana Blue or one of its subsidiaries, file a grievance in person or by mail, fax or email.**

Section 1557 Coordinator  
In Person: 5525 Reitz Ave. Baton Rouge, LA 70809  
Mail: P. O. Box 98012, Baton Rouge, LA 70898-9012  
Phone: (225) 298-7238 or 1-800-711-5519 (TTY 711)  
Fax: (225) 298-7240  
Email: [Section1557Coordinator@lablue.com](mailto:Section1557Coordinator@lablue.com)

2. **If your employer sponsors a self-funded health plan and Louisiana Blue only serves as the Claims Administrator, contact your employer or your company's Human Resources Department. To determine if your plan is fully insured by Louisiana Blue or self-funded and sponsored by your employer, go to [www.lablue.com/checkmyplan](http://www.lablue.com/checkmyplan).**

Whether you are fully insured or covered by a self-funded health plan, you can file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

Mail: 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201  
Phone: 1-800-368-1019, 1-800-537-7697 (TDD)

This notice is available at [www.lablue.com](http://www.lablue.com).

# NOTICE

Free language assistance services and auxiliary aids are available. If needed, please call the Customer Service number at 1-800-495-2583. Hearing-impaired customers call 1-800-711-5519 (TTY 711).

Tiene a su disposición servicios de asistencia lingüística y ayudas auxiliares gratuitas. Si necesita ayuda, llame al Servicio de Atención al Cliente al 1-800-495-2583. Los clientes con discapacidad auditiva pueden llamar al 1-800-711-5519 (TTY 711).

Des services d'assistance linguistique gratuits et des aides auxiliares sont disponibles. Si nécessaire, veuillez appeler le numéro du service client au 1-800-495-2583. Les clients malentendants peuvent appeler le 1-800-711-5519 (ATS 711).

Có sẵn dịch vụ hỗ trợ ngôn ngữ miễn phí và các phương tiện hỗ trợ. Nếu cần, vui lòng gọi Dịch vụ khách hàng theo số 1-800-495-2583. Khách hàng khiếm thính vui lòng gọi 1-800-711-5519 (TTY 711).

免费提供语言协助服务和辅助工具。如有需要，请拨打客户服务电话 1-800-495-2583。听障客户请拨打 1-800-711-5519 (TTY 711)。

تتوفر خدمات مساعدة لغوية ووسائل مساعدة إضافية مجانية. وفي حال الحاجة إلى هذه الخدمات، يُرجى الاتصال بخدمة العملاء على الرقم 1-800-495-2583. يُرجى من العملاء ذوي الإعاقة السمعية الاتصال على الرقم 1-800-711-5519 (خدمة الهاتف النصي 711).

Mayroong mga libreng serbisyo sa tulong sa wika at karagdagang tulong. Kung kailangan ito, mangyaring tawagan ang numero ng Serbisyo sa Customer sa 1-800-495-2583. Para sa mga customer na may kapansanan sa pandinig, tumawag sa 1-800-711-5519 (TTY 711).

무료 언어 지원 서비스와 보조 도구를 이용하실 수 있습니다. 필요한 경우 고객 서비스 번호 1-800-495-2583으로 전화해 주시기 바랍니다. 청각 장애가 있는 고객은 1-800-711-5519(TTY 711)로 전화하십시오.

Serviços de assistência de idioma e demais auxílios disponíveis gratuitamente. Se necessário, ligue para o Atendimento ao Cliente no telefone 1-800-495-2583. Clientes com deficiência auditiva devem ligar para 1-800-711-5519 (TTY 711).

ມີບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ ແລະ ເຄື່ອງຊ່ວຍເສີມພຣີ. ຖ້າຕ້ອງການ, ກະລຸນາໂທຫາບໍລິການລູກຄ້າ ທີ່ເບີ 1-800-495-2583. ລູກຄ້າທີ່ມີການຫຼຸ ໃຫ້ໂທຫາ 1-800-711-5519 (TTY 711).

無料の言語アシスタンスサービスと介助用補助具をご利用いただけます。必要な場合は、カスタマーサービス番号1-800-495-2583までお電話ください。聴覚に障害のあるお客様は、1-800-711-5519 (TTY 711)までお電話ください。

زبان کے سلسلے میں مفت معاونت کی سہولیات اور اضافی معاونتیں دستیاب ہیں۔ ضرورت پڑنے پر کسٹمر سروس سے ان نمبر پر رابطہ کریں: 1-800-495-2583. سماعت کی کمی کے شکار افراد اس نمبر پر کال کریں: 1-800-711-5519 (TTY 711)

Bei Bedarf stehen Ihnen kostenlose Sprachhilfen und andere unterstützende Dienste zur Verfügung. Bitte wenden Sie sich dazu telefonisch an den Kundenservice unter 1-800-495-2583. Sollten Sie schwerhörig sein, wählen Sie bitte die 1-800-711-5519 (TTY 711).

خدمات کمک زبانی رایگان و ابزارهای کمکی جانبی در دسترس هستند. در صورت نیاز، لطفاً با «خدمات مشتریان» به شماره 1-800-495-2583 تماس بگیرید. مشتریان کمشنوا با 1-800-711-5519 (TTY 711) بگیرند.

Мы предоставляем бесплатные услуги языковой поддержки и вспомогательное оборудование. При необходимости позвоните в службу поддержки клиентов по номеру 1-800-495-2583. Телефон для клиентов с нарушениями слуха — 1-800-711-5519 (TTY 711).

มีบริการช่วยเหลือด้านภาษาและเครื่องสนับสนุนฟรี หากจำเป็น โปรดโทรติดต่อฝ่ายบริการลูกค้าได้ที่หมายเลข 1-800-495-2583 ลูกค้าที่มีความบกพร่องทางการได้ยิน โปรดโทรไปที่หมายเลข 1-800-711-5519 (TTY 711)



