# Gravie Copay \$3,000 Ded/\$6,500 OOPM GX V Schedule of Benefits

July 01, 2024



## QUICK REFERENCE GUIDE

Questions?	Gravie Administrative Services Customer Service staff is available to answer questions about your coverage Monday through Friday from 8AM to 5PM Central Time.		
	Customer Service:	866.863.6232	
	When contacting Customer Service, please have your identification card available. If your questions involve a bill, we will need to know the date of service, type of service, the name of the provider and the charges involved.		
	Monday through Friday 7 AM to 7	PM Central Time	
Telephone Numbers for Utilization Management Vendor for Pre-certification and Pre-Service/Concurrent Care Claims	Customer Service: 855.451.8365 CVS Caremark: 833.847.8881 Aetna: 855.451.8365		
Website	Gravie member website: https://me	ember.gravie.com	
	Aetna provider directory: www.aetna.com/asa		
Mailing Address	Claims, appeal requests, pre-certification, and written inquiries should be mailed to:		
	Customer Service Department		
	Gravie Administrative Services		
	P.O. Box 211543		
	Eagan, MN 55121		
Prescription Drugs CVS Caremark	Telephone: 833.847.8881 Website: www.gravie.com		
Identification Cards	The TPA issues an identification (ID) card containing important coverage information. Please verify the information on the ID card and notify Customer Service if there are errors. If any ID card information is incorrect, Claims for Benefits under the Plan or bills and/or invoices for your health care may be delayed or temporarily denied. You will be asked to present your ID card whenever you receive services. If any Covered Person permits the use of their Identification Card by any other person, such card may be retained by this Plan, and all rights of such Covered Person pursuant to this Plan may be terminated.		



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#### I. About This Schedule of Benefits

This Schedule of Benefits ("Schedule") lists the Deductibles, Copayments, or payment percentage, if any apply to the covered services you receive under the Plan. You should review this Schedule to become aware of these and any limits that apply to these services. Benefits are not covered for excluded services and exclusions include, but are not limited to, health care services that are not Medically Necessary as determined by the Plan Administrator. Be sure to review the list of exclusions as well. A provider recommendation or performance of a service, even if it is the only service available for your particular condition, does not mean it is a covered service. Benefits are not available for Medically Necessary services unless such services are also covered services. Benefits are limited to the most cost effective and medically necessary alternative.

#### How your cost share works

You are required to pay any Deductible, Coinsurance and/or Out-of-Pocket Limit. Benefits listed in this Schedule are according to what the Plan pays. Benefits are limited to the most cost effective and Medically Necessary alternative. Any amount of Coinsurance you must pay to the Provider is based on 100% of Eligible Charges less the percentage covered by the Plan. Plan payment begins after you have satisfied any applicable Deductible, Coinsurance and/or Out-of-Pocket Limit.

Discounts negotiated by or on behalf of the TPA with Providers may affect your Coinsurance cost-sharing amount. This Plan may pay higher Benefits if you choose a Participating Provider. If you use a Non-Participating Provider, in addition to any Deductible and Coinsurance, you pay all charges that exceed the Usual and Customary Amount, when applicable.

#### **II.** Benefits Summary

#### A. BENEFIT DEDUCTIBLE

	PARTICIPATING PROVIDER	NON-PARTICIPATING
		PROVIDER
Covered Employee	\$3,000 per Covered Person	\$10,000 per Covered Person per
Once you have incurred Eligible Charges		Calendar Year for Eligible Charges
equal to the Deductible shown below, the		received from Non-Participating
Plan will pay Benefits for the rest of the		Providers.
Calendar Year. You must submit copies of		
bills for Eligible Charges used to satisfy the		
Deductible to the TPA. Expenses you pay		
for Copayments and any amount in excess		
of the Usual and Customary Amount will		
not apply to the Deductible. Except as		
described below, a separate Deductible		
applies for Health Care Services from Non-		
Participating Providers.		
Note: Any manufacturer coupon or		
manufacturer copay assistance funds can		
be used towards member cost share for		
qualifying service, however, these coupon		
and assistance funds will not accumulate		



towards the member Deductible or Out of		
Pocket totals.		
Family (Covered Employee and	\$6,000 per family (\$3,000 per	\$20,000 per family (\$10,000 per
Covered Dependents)	Covered Person)	Covered Person) per Calendar Year for
The family must satisfy the family		Eligible Charges from Non-Participating
Deductible per Calendar Year for Health		Providers.
Care Services before the Plan will pay		
Benefits for the family in that Calendar		
Year. There is an embedded Deductible		
shown in the table below that applies for		
each Covered Person within the family. If		
any Covered Person within the family		
satisfies such embedded Deductible, the		
Plan will pay Benefits for such Covered		
Person before the family Deductible is met.		
Copies of bills for Eligible Charges used to		
satisfy the Deductible must be submitted to		
the Plan. The Plan will not pay benefits for		
the Eligible Charges applied toward the		
family Deductible. Expenses you pay for		
Copayments and any amount in excess of		
the Usual and Customary Amount will not		
apply to the family Deductible.		
Note: Any manufacturer coupon or		
manufacturer copay assistance funds can		
be used towards member cost share for		
qualifying service, however, these coupon		
and assistance funds will not accumulate		
towards the member Deductible or Out of		
Pocket totals.		

#### B. BENEFIT OUT-OF-POCKET LIMIT

	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Covered Employee	\$6,500 per Covered Person	None.
The Out-of-Pocket Limit applies to Health		
Care Services received from Participating		
Providers. Except as described below, if		
you receive services from a Non-		
Participating Provider, the Out-of-Pocket		
Limit does not apply. After the Covered		
Employee has met the Out-of-Pocket Limit		
per Calendar Year for Health Care Services		
from Participating Providers, the Plan		
covers the remaining Eligible Charges		
incurred from Participating Providers for		
the remainder of the Calendar Year. It is		
the Covered Employee's responsibility to		
demonstrate to the Plan that the Out-of-		
Pocket Limit is satisfied, and to pay any		
amounts greater than the Out-of-Pocket		
Limits if any benefit, day, or visit maximums		
are exceeded. Expenses you pay for		
Copayments will apply to the Out-of-		
Pocket Limit.		



Note: Any manufacturer coupon or		
manufacturer copay assistance funds can		
be used towards member cost share for		
qualifying service, however, these coupon		
and assistance funds will not accumulate		
towards the member Deductible or Out of		
Pocket totals.		
Family (Covered Employee and	\$13,000 per family (\$6,500 per	None.
Covered Dependents)	Covered Person)	
The family Out-of-Pocket Limit applies to		
Health Care Services received from		
Participating Providers. There is an		
embedded Out-of-Pocket Limit shown in		
the table below that applies for		
each Covered Person within the family. If		
any Covered Person within the family		
satisfies such embedded Out-of-Pocket		
Limit, the Plan will pay benefits for		
such Covered Person before the		
family Out-of-Pocket Limit is met. If you or		
your Covered Dependents receive services		
from a Non-Participating Provider, the Out-		
of-Pocket Limit does not apply. After the		
family has met the family Out-of-Pocket		
Limit per Calendar Year for Health Care		
Services from Participating Providers, the		
Plan covers the remaining Eligible Charges		
incurred from Participating Providers for		
the remainder of the Calendar Year. It is		
the family's responsibility to demonstrate		
to the Plan the family Out-of-Pocket Limit		
has been satisfied and to pay any amounts		
greater than the family Out-of-Pocket Limit		
if any benefit, day, or visit maximums are		
exceeded. Expenses you pay for		
Copayments will apply to the family Out-		
of-Pocket Limit.		
Note: Any manufacturer coupon or		
manufacturer copay assistance funds can		
be used towards member cost share for		
qualifying service, however, these coupon		
and assistance funds will not accumulate		
towards the member Deductible or Out of		
Pocket totals.		
<u> </u>		1

**NOTE:** Your coverage is either "Covered Employee only" or "family." Therefore, only one of the following sections ("Covered Employee only" or "Family") applies to you, unless the Plan expressly provides otherwise. If you have questions about which section applies to you, contact TPA or your employer.

Deductible and Out-of-Pocket Limits are for Eligible Charges from Participating Providers, charges calculated for Non-Participating Providers of Emergency Services, charges calculated for Non-Participating Providers of air ambulance services, and charges calculated for Non-Participating Providers of non-Emergency Services at a hospital or ambulatory surgical center which is a participating provider\*.

**Cost Sharing.** The amount of the flat fee Copayments is calculated on Provider allowed charges. The amount of Copayments vary as described later in this Schedule. The calculation of the Coinsurance is based on the least of the Provider's allowed charge, the Fee Schedule negotiated by the TPA with the Participating Provider, or the



Usual and Customary Amount, except for: (1) the calculation of the Coinsurance for Emergency Services provided by a Non-Participating Provider, in which case, the calculation of the Coinsurance will be based on the Recognized Amount; (2) the calculation of the Coinsurance for air ambulance services provided by a Non-Participating provider, in which case, the calculation of the Coinsurance will be based on the lesser of the Qualified Payment Amount and billed charges; and (3) the calculation of the Coinsurance for Non-Participating Providers of non-Emergency Services at a Hospital or ambulatory surgical center which is a Participating Provider, in which case, the calculation of the Coinsurance will be based on the Recognized Amount.\* If you have a Deductible, it is first subtracted from the allowed charge, Fee Schedule, or the Usual and Customary Amount, the Recognized Amount, or the amount calculated for air ambulance services provided by a Non-Participating Provider whichever is applicable, then the Coinsurance percentage is applied to the remainder.

\* If a Non-Participating Provider provides non-Emergency Health Care Services at a Hospital or ambulatory surgical center which is a Participating Provider and the Non-Participating Provider has satisfied the notice and consent requirements described in the Annual Compliance Notices document entitled Balance Billing Under the No Surprises Act, then the Plan will pay for charges for such non-Emergency Health Care Services according to the terms of the Non-Participating Provider Benefit in this Schedule and any amounts paid by you toward the Deductible for charges for such non-Emergency Health Care Services will count toward the Deductible for Non-Participating Providers.

**Note**: For Non-Participating Providers, in addition to any Deductible and Coinsurance, you pay all charges that exceed the Usual and Customary Amount.



## C. MEDICAL BENEFIT COST-SHARING

Covered Service	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
Ambulance Services		
Ambulance services for emergency	80% of Eligible Charges after the Deductible.	Same as the Participating Provider Benefit for emergency ambulance services.
Non-emergency transportation	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Chiropractic Services	100% of Eligible Charges after a \$50 Copayment per visit.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Dental Services	See "Office Visits" and "Hospital Services".	See "Office Visits" and "Hospital Services".
Durable medical equipment (DME)	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Emergency Services  Note: Includes urgent care clinics within a hospital and ER urgent care.	100% of Eligible Charges after a \$500 copay per visit for emergency services.  Deductible does not apply.	\$500 copay per visit for emergency services resulting in an emergency room charge. Deductible does not apply to the emergency room charge.
Home Health Services	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Hospice Care	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Outpatient Hospital Services,     Ambulatory Surgical Center, or other Freestanding Outpatient Surgical Center	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Outpatient Hospital, Partial Hospital, and Rehabilitation Services in a Day Hospital Program for Mental and Substance Use Related Disorders	80% of Eligible Charges after the Deductible.	
Laboratory and Pathology     X-Ray and Enhanced     Radiology, except when part of a     bundled claim for a Hospital     inpatient or outpatient procedure.	80% of Eligible Charges after the Deductible.	
<ul><li>Telehealth and/or Virtual Visits</li><li>Inpatient Hospital Services</li></ul>	<ul> <li>80% of Eligible Charges after the Deductible.</li> <li>80% of Eligible Charges after the</li> </ul>	



<b>3</b>		
Inpatient Hospital and Residential Treatment Facility Services for Mental and Substance Use Related Disorders	Deductible.  • 80% of Eligible Charges after the Deductible.	
Non-Routine Prenatal and     Postnatal care.	80% of Eligible Charges after the Deductible.	
Infertility Services  Diagnostic Services  Surgical Correction of Physiological Abnormalities causing Infertility  Prescription drugs for the treatment of Infertility	<ul> <li>See "Office Visits" and "Hospital Services".</li> <li>See "Office Visits" and "Hospital Services".</li> <li>See Pharmacy Benefit Cost-Sharing Below.</li> </ul>	<ul> <li>See "Office Visits" and "Hospital Services".</li> <li>See "Office Visits" and "Hospital Services".</li> <li>See Pharmacy Benefit Cost-Sharing Below.</li> </ul>
Office Visits with Copay  Primary Care Visit Specialty Care Visit Urgent Care Visit Telemedicine Visits  Office visits with Copay include: Sickness or Injury; allergy visits; surgical services; telehealth and/or virtual visits; convenience care; non- routine prenatal and postnatal care.	<ul> <li>100% of Eligible Charges after a \$30         Copayment per visit for a primary care visit.     </li> <li>100% of Eligible Charges after a \$50         Copayment per visit for a specialty care visit.     </li> <li>100% of Eligible Charges after a \$75         copay per visit for an urgent care visit.     </li> <li>100% of Eligible Charges for telemedicine visits. Deductible does not apply.</li> </ul>	50% of Eligible Charges after the Deductible for Non-Participating Provider, except for telemedicine services, which are not covered.
Office Visits with Coinsurance  Office visits with coinsurance include: allergy injections (no office visit); chemotherapy; radiation therapy; laboratory and pathology; x-ray and enhanced radiology; and dialysis.	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
Organ and Bone Marrow Transplant Services	See "Office Visits" and "Hospital Services."	See "Office Visits" and "Hospital Services."
Physical Therapy, Occupational Therapy, And Speech Therapy	See "Office Visits" and "Hospital Services".	See "Office Visits" and "Hospital Services".
Preventive Health Care Services Includes certain routine services such	100% of Eligible Charges. Deductible does not apply.	50% of Eligible Charges after the Deductible for Non-Participating Provider.
<ul> <li>Counseling for certain conditions.</li> <li>Routine immunizations.</li> <li>Routine laboratory tests, pathology, and radiology.</li> <li>Routine physical examinations.</li> <li>Routine screenings for certain cancers and certain other conditions.</li> </ul>		Note: Out-of-network pharmacy services are not covered.



<ul> <li>Prescribed preventive medications required under the Affordable Care Act.</li> <li>Tobacco cessation intervention program Prescription Drugs and prescribed over the counter (OTC) medications</li> </ul>		
Reconstructive Surgery	See "Office Visits" and "Hospital Services".	See "Office Visits" and "Hospital Services".
Skilled Nursing Facility Services	80% of Eligible Charges after the Deductible.	50% of Eligible Charges after the Deductible for Non-Participating Provider.

#### D. PHARMACY BENEFIT COST-SHARING

Covered Service	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
Retail	Generic drugs designated as Tier 1: \$0 Copayment.	Not covered.
<ul> <li>Up to a 30-calendar day supply.</li> <li>100% of Eligible Charges after Copayment for Generic and Preferred Brand drugs.</li> <li>Deductible does not apply.</li> </ul>	Preferred Brand drugs designated as Tier 2: \$30 Copayment.	
	Non-Preferred Brand drugs designated as Tier 3:	
	\$100 copayment.	
	Non-Formulary drugs: Not covered.	
Mail Order	Generic drugs designated as Tier 1: \$0 Copayment.	Not covered.
<ul> <li>Up to a 90-calendar day supply.</li> <li>100% of Eligible Charges after Copayment for Generic and Preferred Brand drugs.</li> <li>Deductible does not apply.</li> </ul>	Preferred Brand drugs designated as Tier 2: \$60 Copayment.	
,	Non-Preferred Brand drugs designated as Tier 3:	
	\$200 copayment.	
	Non-Formulary drugs: Not covered.	
90-Day Retail/Maintenance Drug	Generic drugs designated as Tier 1: \$0 Copayment.	Not covered.
<ul> <li>Up to a 90-calendar day supply.</li> <li>100% of Eligible Charges after Copayment for Generic and Preferred Brand drugs.</li> <li>Deductible does not apply.</li> </ul>	Preferred Brand drugs designated as Tier 2: \$60 Copayment.	
	Non-Preferred Brand drugs designated as	

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	Tier 3:	
	\$200 copayment.	
	Non-Formulary drugs:	
	Not covered.	
	riot covered.	
Specialty Drugs*		Not covered.
	100% of Eligible Charges per prescription if	
Up to a 30-calendar day supply for	enrolled in the PrudentRx Solution for	
retail or mail order.	Specialty Drugs and filled at a CVS	
Specialty Drugs may be oral or	pharmacy.	
injectable		
Must be purchased through a CVS	Note: if you are enrolled in the PrudentRx	
specialty pharmacy unless	Solution and choose to disenroll, your cost	
distribution is limited (see list at www.gravie.com)	for the Specialty Drug will be 30% of the	
www.gravic.com/	Eligible Charges. Deductible does not	
Note: Prescription Drugs which CVS	apply.	
Caremark determines are Specialty	For Specialty Druge that are not alicible for	
Drugs may not be covered at the	For Specialty Drugs that are not eligible for the PrudentRx Solution, there will be a	
generic, preferred brand, non-preferred brand, mail order, or non-formulary	\$250 Copayment.	
benefit level.	<del>\$250 Сорауніені.</del>	
*Excludes insulin		
Women's Preventive Contraceptive	Retail pharmacy:	Not covered.
Methods received at a retail or mail	100% of Eligible Charges. Deductible does	
order pharmacy	not apply.	
<ul> <li>Generic oral, injectable,</li> </ul>	Mail order pharmacy:	
implantable, and insertable	100% of Eligible Charges. Deductible does	
contraceptives that require a	not apply.	
prescription under applicable	not appty.	
law up to a 30-calendar day	Retail/maintenance drug pharmacy:	
supply from a retail pharmacy,	100% of Eligible Charges. Deductible does	
up to a 90-calendar day supply	not apply.	
from a mail order pharmacy,		
and up to a 90-calendar day		
supply from a		
retail/maintenance drug		
pharmacy; and		
<ul> <li>Brand name oral, injectable,</li> </ul>		
implantable, and insertable		
contraceptives that require a		
prescription under applicable		
law, and for which <u>no generic</u>		
alternative exists up to a		
30-calendar day supply from a retail pharmacy, and up to a		
90-calendar day supply from a		
mail order pharmacy, and up to		
a 90-calendar day supply from		
a retail/maintenance drug		
a retail/maintenance drug pharmacy.		



Women's Preventive Contraceptive	Retail pharmacy:	Not covered.
Methods received at a retail or mail		
order pharmacy	Preferred Brand drugs designated as Tier	
Prand name oral injectable	2:	
Brand name oral, injectable, implantable, and insertable	100% of Eligible Charges after the Covered Person pays a \$30 Copayment.	
contraceptives that require a	Deductible does not apply.	
prescription under applicable law,	Beddedate does not appty.	
and for which a generic alternative	Non-Preferred Brand drugs designated as	
exists up to a 30-calendar day	Tier 3:	
supply from a retail pharmacy, and	\$100 copayment.	
up to a 90-calendar day supply		
from a mail order pharmacy, and up	Non-Formulary drugs:	
to a 90-calendar day supply from a	Not covered.	
retail/maintenance drug pharmacy.	Mail order pharmage	
	Mail order pharmacy:	
	Preferred Brand drugs designated as Tier 2:	
	100% of Eligible Charges after the Covered	
	Person pays a \$60 Copayment.	
	Deductible does not apply.	
	Non-Preferred Brand drugs designated as	
	Tier 3:	
	\$200 copayment.	
	<b>Non-Formulary drugs</b> : Not covered.	
	Not covered.	
	Retail/maintenance drug pharmacy:	
	Preferred Brand drugs designated as Tier	
	2:	
	100% of Eligible Charges after the Covered	
	Person pays a \$60 Copayment. Deductible does not apply.	
	Deductible does not apply.	
	Non-Preferred Brand drugs designated as	
	Tier 3:	
	\$200 copayment.	
	Non-Formulary drugs:	
	Not covered.	
Waman'a pura continue		
Women's preventive contraceptive methods, sterilization procedures,		
and education received at a		
provider's office:		
<ul> <li>Generic injectable, implantable,</li> </ul>	• 100% of Eligible Charges. Deductible	• 50% of Eligible Charges
and insertable contraceptives	does not apply.	after the Deductible.
that require a prescription		
under applicable law; and	1000/ -4.51:-::::-: 5 1 222	F00/ -4 F1: 31 - C
Brand name injectable, implantable, and insertable	<ul> <li>100% of Eligible Charges. Deductible does not apply.</li> </ul>	50% of Eligible Charges     after the Deductible.
implantable, and inscrubic	acco not appty.	arter the Deductible.

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contraceptives that require a	
prescription under applicable	,
law, and for which no generic	С
alternative exists.	

- Brand name injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which a generic alternative exists.
- Sterilization procedures, excluding the reversal of sterilization procedures.
- Covered Person education and counseling about contraceptive methods.

• 80% of Eligible Charges after the Deductible.

- 100% of Eligible Charges. Deductible does not apply.
- 100% of Eligible Charges. Deductible does not apply.

Not covered.

- 50% of Eligible Charges after the Deductible.
- 50% of Eligible Charges after the Deductible.

#### III. Covered Benefits

#### A. Ambulance Services

Air ambulance services. Covered air ambulance services provided by a Non-Participating Provider are subject to the same Deductible requirements that would apply if the services were provided by a Participating Provider of air ambulance services. The Deductible requirements must be calculated as the lesser of the qualifying payment amount and the billed amount for the services.

The Plan covers ambulance service to the nearest Hospital or medical center where initial care can be rendered for a medical emergency. Air ambulance transport to the nearest Hospital that is able to render medically necessary care, is covered only when the condition is an acute medical emergency and is authorized by a physician.

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

Pre-certification is recommended for:

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

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### **B.** Chiropractic Services

**Note:** Some services that may be provided during an office visit may be subject to the Deductible (e.g. x-ray)



Coverage includes chiropractic services to treat acute musculoskeletal conditions, by manual manipulation therapy. Diagnostic services are limited to Medically Necessary radiology. Treatment is limited to conditions related to the spine or joints.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### C. Dental Services

The Plan Administrator considers dental procedures to be services rendered by a dentist or dental specialist to treat the supporting soft tissue and bone structure.

Accidental Dental Services. Treatment and repair for services required due to an accidental Injury must be started within six months and completed within twelve months of the date of the Injury. The Plan covers services to treat and restore damage done to a sound, natural tooth as a result of an accidental Injury. Coverage is for external trauma to the face and mouth only. A sound, natural tooth is a tooth, including supporting structures, that is healthy and would be able to continue functioning for at least one year. Primary (baby) teeth must have a life expectancy of one year before loss.

Medically Necessary Dental Services. The Plan covers dental services, limited to dental services required for treatment of an underlying medical condition, e.g. removal of teeth to complete radiation treatment for cancer of the jaw, cysts, and lesions. The Plan covers surgical extraction of impacted wisdom teeth.

Medically Necessary Hospitalization for Dental Care. Eligible Charges are those Incurred by a Covered Person who: (1) is a child under age five; (2) is severely disabled; or (3) has a medical condition, unrelated to the dental procedure that requires hospitalization or anesthesia for dental treatment. Coverage is limited to facility and anesthesia charges. Oral surgeon/dentist or dental Specialist professional fees are not covered for dental services provided. The following are examples, though not all-inclusive, of medical conditions that may require hospitalization for dental services: severe asthma, severe airway obstruction, or hemophilia. Care must be directed by a Physician, dentist, or dental Specialist.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### D. Durable Medical Equipment (DME), Services, and Prosthetics

Wigs for hair loss resulting from a medical condition are limited to a maximum of one wig per Covered Person per plan year.

Diabetic supplies: Coverage includes over-the-counter diabetic supplies, syringes, blood and urine test strips and other diabetic supplies as Medically Necessary.

**Note:** See "Preventive Health Services" section for coverage of glucose meters. If you require a blood glucose meter as part of your treatment for diabetes, you may obtain a PREFERRED meter free of charge from CVS Caremark by visiting Caremark.com/ManagingDiabetes or calling the number on the back of your ID card.

**Note**: Non-participating providers must have a Medicare provider number for their charges to be eligible for coverage.



The Plan covers certain equipment and Health Care Services, nutritional formulas, and enteral feedings, which may include; amino acid-based formulas, other oral nutritional, and electrolyte substances; and special dietary treatment for phenylketonuria (PKU); ordered or prescribed by a Physician and provided by DME/prosthetic vendors. For verification of eligible equipment and supplies, call Customer Service. Benefits are limited to the most cost-effective and Medically Necessary alternative. Plan payment for rental shall not exceed the purchase price unless the Plan has determined that the item is appropriate for rental only. The Plan Administrator reserves the right to determine if an item will be approved for rental or purchase.

The Plan also covers the following:

- Custom molded foot orthotics.
- Medically Necessary durable medical equipment, orthotics, and prosthetics.
- When Medically Necessary, therapeutic shoes for diabetes, prosthetic shoes, rehabilitative foot orthotics following surgery or trauma.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### E. Emergency Services

The emergency room Copayment is waived if you are admitted within 24 hours for the same emergency condition treated in the emergency room.

**Note**: Services other than Emergency Services received in an emergency room are not covered. If you choose to receive non-Emergency Services in an emergency room, you are solely responsible for the cost of these services.

If you have an Emergency that requires immediate treatment, call 911 or go to the nearest emergency facility. If possible under the circumstances, you should telephone your Physician or the clinic where you normally receive care. A Physician will advise you how, when, and where to obtain the appropriate treatment.

Notwithstanding anything in this Schedule to the contrary, the Plan shall cover emergency services, whether provided by a Participating Provider or a Non-Participating Provider, without the need for any pre-certification.

In the case of Emergency Services provided by a Non-Participating Provider, your Copayment, Deductible and Coinsurance will be calculated as if the total amount charged for such Emergency Services were equal to the Recognized Amount.

Covered services, whether provided by a Participating Provider or a Non-Participating Provider, are subject to all of the Benefit limitations set forth in this Schedule. You should provide notice to the Utilization Management vendor of an admission to an inpatient facility within 48 hours or as soon as reasonably possible.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### F. Home Health Services



Home health care is available as an alternative to facility or clinic-based care.

Services are limited to 100 visits (4 hours of service = 1 visit) per Covered Person per plan year for home health services.

Services are also limited to 100 visits for palliative care (4 hours of service = 1 visit) per Covered Person per plan year if you are eligible to receive palliative care in the home but you are not homebound.

The Plan covers skilled home health services that are directed by a Physician and received from a licensed Home Health Care Agency. Services may include: Skilled Care; physical therapy; occupational therapy; speech therapy; respiratory therapy; home health care as an alternative to facility or clinic-based care and other Medically Necessary therapeutic services that are rendered in your home.

In order for services to be received in your home, you must be Homebound, or the Plan Administrator must determine the services are medically appropriate and the most cost effective to the Plan.

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

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

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### G. Hospice Care

The Plan covers hospice services for terminally ill patients in a hospice program. The patient must meet the eligibility requirements of the program and elect to receive services through the hospice program. The services will be provided in the patient's home or hospice center, with inpatient care available when Medically Necessary. Hospice services are in lieu of curative or restorative treatment.

Eligibility. In order to be eligible to be enrolled in the hospice program, you must:

- Be terminally ill with Physician certification of six months or less to live; and
- Have chosen a palliative treatment focus (i.e., emphasizing comfort and supportive services rather than restorative treatment or treatment attempting to cure the disease or condition).

You may withdraw from the hospice program at any time.

Hospice services include the following services provided in accordance with an approved hospice treatment plan:

 Care provided in your home by an interdisciplinary hospice team (which may include a Physician, nurse, social worker, and spiritual counselor) and home health aide services;



- One or more periods of continuous care provided in your home or in a setting that provides day care
  for pain or symptom management by a registered nurse, licensed practical nurse, or home health aide,
  when Medically Necessary as determined by the Plan Administrator;
- Medically Necessary inpatient services;
- Respite care for caregivers in your home or in an appropriate setting. Respite care must be authorized in advance to give your primary caregivers (i.e., family members or friends) rest and/or relief when necessary in order to maintain you at home;
- Medically Necessary medications for pain and symptom management;
- Durable medical equipment when authorized in advance and determined by the Plan Administrator to be Medically Necessary.

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

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### H. Hospital Services

**Note:** For inpatient Hospital services, each Covered Person's confinement, including that of a covered newborn child, is separate and distinct from the confinement of any other Covered Person.

If you have Covered Employee only coverage, on the date of birth of a newborn, you, and your new Covered Dependent(s), when enrolled, become subject to the terms and conditions of family coverage.

In the case of Health Care Services (other than Emergency Services) furnished by a Non-Participating Provider with respect to a visit at a Hospital or ambulatory surgical center which is a Participating Provider:

- a) Unless the Non-Participating Provider has satisfied the notice and consent requirements:
  - i. Your Deductible and Coinsurance will be calculated as if the total amount charged for such non-Emergency Health Care Services were equal to the Recognized Amount; and
  - ii. The coinsurance percentage applied to such charges is 80%.
  - iii. The Plan will pay 50% of the Out-of-Network rate after the Deductible.
- b) If the Non-Participating Provider has satisfied the notice and consent requirements, then the Plan will pay according to the terms of the Non-Participating Provider Benefit in the table above.

Notify the Utilization Management vendor of an admission to an inpatient facility within 48 hours or as soon as reasonably possible.

Some outpatient Hospital services that are commonly performed in an office visit may be covered under the Plan as an office visit. Contact Customer Service if you have a question about your Plan.

Outpatient Hospital, Ambulatory Surgical Center, or other Freestanding Outpatient Surgical Center Services, Partial Hospital or Day Treatment Services. The Plan covers Health Care Services authorized by a Physician for the diagnosis or treatment of Sickness or Injury on an outpatient basis:

- Use of operating rooms or other outpatient departments, rooms, or facilities;
- General nursing care, anesthesia, radiation therapy or other medications administered during treatment, blood, and blood plasma and other diagnostic or treatment related outpatient services;

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- Mental health and substance use related disorder services, such as:
  - An initial court-ordered exam for a covered dependent age 18 and under;
  - Outpatient professional services for evaluation and diagnostic services, crisis intervention, therapeutic services including psychiatric services and treatment of mental and nervous conditions;
  - Diagnosis and treatment of substance-related conditions including evaluations, diagnostic services, therapeutic services, and psychiatric services;
  - Outpatient individual and group therapy;
  - Outpatient family therapy that is recommended by a designated Provider treating a minor Covered Dependent child; and
  - Medication management.
  - Telehealth and/or Virtual Visit services may include interactive audio, messaging, and video communications, permitting real time or asynchronous communication between a distant site Provider of Health Care Services and the Covered Person.
- Laboratory tests, pathology, and radiology; and
- Physician and other professional medical and surgical services rendered while an outpatient.
- Medically necessary genetic testing determined by TPA to be covered services if it is determined that:

  1) the Covered Person displays clinical features, or is at direct risk of inheriting the mutation in question (presymptomatic); and 2) the result of a Covered Person's screening test during prenatal care is abnormal, or the Covered Person has a high-risk pregnancy; and 3) the result of the test will directly impact the current treatment being delivered to the Covered Person; and 3) after history, physical examination and completion of conventional diagnostic studies, a definitive diagnosis remains uncertain and a valid specific test exists for the suspected condition.

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

**Inpatient Services**. The Plan covers Health Care Services authorized by a Physician for the treatment of acute Sickness or Injury that requires the level of care only available in an Acute Care Facility, Hospital, or Residential Treatment Facility. Inpatient services include, but are not limited to:

- Room and board;
- The use of operating rooms, intensive care facilities, newborn nursery facilities;
- General nursing care, anesthesia, radiation therapy or other medications administered during treatment, blood, and blood plasma, and other diagnostic or treatment related inpatient services;
- Physician and other professional medical and surgical services;
- Mental health and substance use related disorder services;
- Laboratory tests, pathology, and radiology; and
- For a ventilator-dependent patient, up to 120 hours of services provided by a private-duty nurse or personal care assistant solely for the purpose of communication or interpretation for the patient.
- Inpatient private-duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.) when Medically Necessary and not custodial in nature and the Hospital's Intensive Care Unit (ICU) is filled or the Hospital has no ICU.

The Plan covers a semi-private room. Benefits for a private room are available only when the private room is Medically Necessary for a Sickness or Injury or if it is the only option available at the admitted facility. If you choose a private room when it is not Medically Necessary, Plan payment toward the cost of the room shall be based on the average semi-private room rate in that facility.



If you were incapacitated in a manner that prevented you from providing the notice described under "Emergency Services," or if you are a minor and your parent (or guardian) was not aware of your admission, then the time period begins when the incapacity no longer exists or when your parent (or guardian) is made aware of the admission. You are considered incapacitated only when: (1) you are physically or mentally unable to provide the required notice; and (2) you are unable to provide the notice through another person.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### I. Infertility Services

This Plan covers the professional services necessary to diagnose Infertility and the related tests, facility charges, and laboratory work related to eligible services. Unless covered under your Plan, services for the treatment of Infertility are not eligible for coverage. Certain Prescription Drugs for the treatment of Infertility and charges for surgical correction of physiological abnormalities causing Infertility may be covered.

Contact your Employer to determine if Infertility treatment is covered under your plan. Please refer your Plan's Infertility Rider for coverage details.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### J. Office Visits

**Note:** Some services that may be provided during an office visit may be subject to the Deductible, such as, but not limited to, laboratory, enhanced diagnostic imaging, pathology, and radiology.

The Plan covers office visits and urgent care center, telemedicine, and designated convenience care center visits related to diagnosis, care, or treatment of medical, mental health, and substance use related conditions, Sickness, or Injury:

- Outpatient professional services for evaluation, diagnosis, crisis intervention, therapy, including Medically Necessary group therapy, psychiatric services, and treatment of mental and nervous disorders; and
- Diagnosis and treatment of substance use related disorders, including evaluation, diagnosis, therapy, and psychiatric services.
- Laboratory tests, pathology, and radiology.
- Allergy injections.
- Contact lenses prescribed as Medically Necessary for the treatment of keratoconus. The lenses and fitting are Eligible Charges under the Durable Medical Equipment (DME) Benefit. Covered Persons must pay for lens replacement.
- Surgical service performed during an office visit.
- Oral surgery is covered for: 1) treatment of oral neoplasm and non-dental cysts; 2) fracture of the jaws; and 3) trauma to the mouth and jaws.
- Treatment of confirmed, existing temporomandibular disorder (TMD) and craniomandibular disorder (CMD). Dental services required to directly treat TMD or CMD are eligible. TMD splints are Eligible Charges under the Durable Medical Equipment (DME) Benefit.
- Port wine stain elimination or maximum feasible treatment to lighten or remove the coloration.
- Diabetic outpatient self-management training and Educational services.



- An Emergency examination of a child ordered by judicial authorities.
- Telehealth and/or virtual visit services may include interactive audio and video communications, permitting real time communication between a distant site Provider of Health Care Services and the Covered Person.
- Medically Necessary genetic testing determined by TPA to be Covered Services if it is determined
  that: 1) the Covered Person displays clinical features, or is at direct risk of inheriting the mutation in
  question (presymptomatic); and 2) the result of the test will directly impact the current treatment
  being delivered to the Covered Person; and 3) after history, physical examination and completion of
  conventional diagnostic studies, a definitive diagnosis remains uncertain and a valid specific test exists
  for the suspected condition.

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

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### K. Organ and Bone Marrow Transplant Services

The Plan covers eligible Transplant Services that are pre-certified and determined by the Plan Administrator to be Medically Necessary and not Investigative. Transplant Services must be received at a designated transplant network provider. Certain drugs or Gene Therapies may require pre-certification prior to the procedure to see if those are covered under your plan.

Coverage for organ transplants, bone marrow transplants and bone marrow rescue services is subject to periodic review. The Plan Administrator evaluates Transplant Services for therapeutic treatment and safety. This evaluation continues at least annually or as new information becomes available and it results in specific guidelines about Benefits for Transplant Services. You may call the TPA at the telephone number listed inside the front cover for information about these guidelines.

Benefits may be available for the following transplants when the transplant meets the definition of a Covered Service and is not Investigative:

- Bone marrow transplants and peripheral stem cell transplants with or without high dose chemotherapy.
- Heart transplants.
- Heart/lung transplants.
- Lung transplants.
- Kidney transplants.
- Kidney/pancreas transplants.
- Liver transplants.
- Pancreas transplants.
- Small bowel transplants.

Transplant coverage includes a private room and all related post-surgical treatment and drugs. The transplant related treatment provided shall be subject to and in accordance with the provisions, limitations, and other terms of this Schedule.



Medical and Hospital expenses of the donor are covered only when the recipient is a Covered Person and the transplant has been authorized in advance by the Plan Administrator. Treatment of medical complications that may occur to the donor are not covered.

Travel services are paid for by the Plan under the following circumstances:

- The Covered Person or the non-covered living donor must live more than 50 miles from the transplant center.
  - o The Plan will pay for the travel and housing up to the maximum listed on the Transplant Services Rider
  - o Expenses will be paid for the following individuals:
    - The Covered Person who lives more than 50 miles from the transplant center.
    - One or two parents of the Covered Person if the Covered Person is a Covered Dependent child.
    - An adult to accompany the Covered Person if the Covered Person is not a Covered Dependent child.
    - The non-covered living donor who lives more than 50 miles from the transplant center.

Covered travel and housing expenses include the following:

- Airfare.
- Tolls and parking fees.
- Gas/mileage.
- Lodging at or near the transplant center including:
  - Apartment rental.
  - Hotel rental.
  - Applicable taxes.
  - Meals

Lodging for purposes of this Plan does not include private residences. Lodging reimbursement that is greater than \$50 per person per day, may be subject to IRS codes for taxable income.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### L. Physical Therapy, Occupational Therapy and Speech Therapy

The Plan covers office visits and outpatient physical therapy (PT), occupational therapy (OT) and speech therapy (ST) for Rehabilitative Care rendered to treat a medical condition, Sickness, or Injury. The Plan also covers outpatient PT, OT, and ST Habilitative Therapy for medically diagnosed conditions that have significantly limited the successful initiation of normal motor or speech development. PT, OT, and ST must be provided by or under the direct supervision of a licensed physical therapist, occupational therapist, or speech therapist for appropriate services within their scope of practice. OT and ST must be ordered by a Physician, physician assistant or a certified nurse practitioner. Coverage is limited to Rehabilitative Care or Habilitative Therapy that demonstrates measurable functional improvement within a reasonable period of time.

**Digital Physical Therapy.** You may be eligible to participate in the programs and services of Gravie's digital physical therapy partner at no additional cost. More information is available by contacting Customer Service.



Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### M. Prescription Drug Services

Coverage includes Prescription Drugs dispensed at a pharmacy.

**Note:** This section does not cover or provide benefits for oral, injectable, or Prescription Drugs and insertable devices that are Preventive Health Care Services described in the "Preventive Contraceptive Methods and Counseling for Women" section of this Schedule.

With the exception of contraceptive drugs for women, benefits for Specialty Drugs and/or injectable drugs, are as described in this section, regardless of the place of service where the Specialty Drug and/or injectable drug is dispensed or administered.

The Usual and Customary Amount for Prescription Drugs obtained from a Non-Participating Provider pharmacy is the cost of the generic equivalent of the Prescription Drug and the dispensing fee, or if a generic equivalent does not exist, the charge that the Plan Administrator determines is customary for such Prescription Drugs.

If you or your provider require that you need to take a brand name drug when there is an FDA-approved generic drug available then you are required to pay the brand name drug copayment PLUS the difference in priced between the brand name drug and the generic alternative. Many of our generic drugs are available at no cost; please consult the Formulary at <a href="https://www.gravie.com">www.gravie.com</a>.

The difference in cost between the brand name drug and the generic will not apply to the Out-of-Pocket Limit, Deductible or to any Copayments or Coinsurance that you are responsible for. When you have reached the Out-of-Pocket Limit, you must still pay for the difference in the cost between the brand name and the generic drug.

Please see the Preventive Health Care Services section for coverage of Prescription Drugs, including certain insulin, on the Gravie Basic Formulary Preventive Drug list.

The Plan Administrator uses a drug Formulary to determine which Prescription Drugs, including their generic equivalents, are covered. The Formulary is the Gravie Basic Formulary. The Formulary is subject to periodic review and modification. For information, you may call Gravie at the phone number listed on the inside front cover of this Schedule or on the back of your ID card to locate retail pharmacies participating in the Retail/Maintenance Drug Pharmacy Network.

You may be required to take a 90-day supply of a maintenance medication. For a comprehensive list, please call Customer Service or look at the Maintenance List posted on <a href="www.gravie.com">www.gravie.com</a>. You may contact Gravie at the phone number listed on the inside front cover of this Schedule or on the back of your ID card to locate retail pharmacies participating in the Retail/Maintenance Drug Pharmacy Network.

For certain medical conditions, there is a need to manage the use of specific drugs before alternative (second line) drugs are prescribed for the same medical condition. This is known as step therapy. Covered Persons in a step therapy program will need to meet the requirements of that program prior to receiving the second line drug. For information, you may call Gravie at the phone number listed on the inside front cover of this Schedule or on the back of your ID card. Step therapy can apply to Formulary or non-Formulary drugs and brand or generic drugs. The step therapy list is subject to periodic review and modification by the Plan.



Compounded Drugs will be covered only if obtained from a pharmacy that is Participating Provider provided that at least one active ingredient is a Prescription Drugs. Payment for a Compounded Drugs that has a commercially prepared product available that is identical to or similar to the Compounded Drugs will be considered for coverage after documented failure of the commercially prepared product(s). A commercially prepared product is one that is available at the pharmacy in its final, usable form and does not need to be compounded at the pharmacy. The applicable Benefit level will be applied. Compounded Drugs containing any product that is excluded by the Plan will not be covered including dosages and route of administration that have not been approved by the FDA. Compounded Drugs will be covered according to the Covered Person's pharmacy network Benefits.

Prescription Drugs covered as Preventive Health Care Services. The Plan covers certain prescription drugs which are required to be covered without cost-sharing as Preventive Health Care Services under the Affordable Care Act. The Plan's Formulary identifies these Prescription Drugs as being included in the "\$0 Cost Share" tier and may be obtained by accessing the Gravie website or by calling Gravie. More information regarding Benefits for Prescription Drugs that are Preventive Health Care Services can be found under the "Preventive Contraceptive Methods and Counseling for Women" and "Preventive Health Care Services" sections of this Schedule.

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

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

Then you must pay any applicable Out-of-Pocket Limit, Copayment, Deductible and Coinsurance for the Specialty Drug requested by your Provider plus the difference in cost between the Specialty Drug requested by your Provider and the biosimilar product that is on the Plan Administrator's list of approved biosimilar drugs.

**Off-label use of drugs.** Off-label use of drugs, provided that they are not Investigative, may be covered in either of the following circumstances:

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

In addition, off-label use of drugs is only allowed if all of the following are met in addition to one of the above circumstances applying:

1. The off-label prescription follows all appropriate guidelines (e.g. dosage, age, ingestion, etc.) from the National Comprehensive Cancer Network Drugs and Biologics Compendium, applicable authoritative compendia, or applicable major peer reviewed medical journal article; and



2. The drug is prescribed for the treatment of a diagnosed medical condition and is used consistent with the purpose of the prescription.

As with other health care services, off-label use of a drug must be Medically Necessary.

**Prior authorization**. Certain Prescription Drugs require pre-certification before you can have your prescription filled at the pharmacy. For information, you may call Gravie at the phone number listed on inside cover of this Schedule, on the back of your ID card, or by visiting www.gravie.com.

PrudentRx Solution for Specialty Medications. You may be eligible to participate in the CVS Caremark PrudentRx specialty medication copay assistance program if you are currently taking, or if you begin taking certain Specialty Drugs. This program will help you enroll in financial assistance programs offered by the manufacturer for your eligible Specialty Drug with the goal of helping you avoid most out-of-pocket expenses for your therapy.

#### **Prescription Drug Exclusions:**

- Compounded Drugs that are being used for bio-identical hormone replacement therapy, unless otherwise covered.
- Compounded drugs received from a Non-Participating Provider.
- Replacement of a Prescription Drug due to loss, damage, or theft.
- Prescription Drugs or OTC drugs in the same classification of drugs as the following:
  - 1. Non-Sedating Antihistamines (NSAs).
  - 2. Non-steroidal Anti-Inflammatory drugs (NSAIDs).
  - 3. H2 antagonists (H2As).
  - 4. Proton Pump Inhibitors (PPIs).
- Over-the-counter drugs with or without a Physician's prescription, except as covered under this Schedule.
- Over-the-counter home testing products, except as covered under this Schedule.
- Drugs not approved by the FDA, drugs not approved by the FDA for a particular use (i.e. "off-label" use of drugs), except off-label use of drugs in accordance with the section entitled "Off-label use of drugs" or when the Plan Administrator, at its sole discretion, determines to include the drug on its Formulary or approves coverage of the drug for the particular use.
- Take home drugs when dispensed by a Physician.
- Weight loss drugs, including off-label use of drugs for weight loss unless in accordance with the section entitled "Off-label use of drugs."
- Prescription Drugs and over-the-counter drugs for tobacco cessation, except as covered as a Preventive Health Care Service.
- Drugs used for Cosmetic purposes.
- Unit dose packaging per request of the covered person.
- Prescription Drugs if purchased by mail order through a program not administered by the Plan's pharmacy vendor.
- Non-FDA approved mechanism of delivery (e.g., medication that is FDA approved for oral use, but is being applied topically).
- Drugs that are given or administered as part of a drug manufacturer's study.
- Off-label use of drugs, determined to be Investigative.
- Growth hormone therapy prescribed for children due to short stature only, or for adults with no documented significant deficiency of growth hormone.



- Oral, injectable and insertable contraceptives and contraceptive devices, except as covered as a
  Preventive Health Care Service in the Preventive Contraceptive Methods and Counseling for Women
  section of this Schedule.
- Specialty Drugs received from a Non-Participating Provider pharmacy.
- Prescribed or non-prescribed vitamins or minerals including over the counter, unless covered as Preventive Health Care Services.
- Drugs, medical devices, or therapies that are approved only for Compassionate Use by the U.S. Food and Drug Administration.
- Homeopathic or naturopathic medicine, including dietary supplements.
- Holistic medicine and services, including dietary supplements.
- Weight loss drugs, including off-label use of drugs for weight loss unless in accordance with the section entitled "Off-label use of drugs."
- Cannabis/Marijuana, except medical cannabis/marijuana when provided by Providers licensed by applicable state law to sell medical cannabis/marijuana.
- Prescription Drugs and prescribed OTC drugs for tobacco cessation, except as covered under the Schedule.

#### N. Preventive Contraceptive Methods and Counseling for Women

The Plan covers preventive contraceptive methods and counseling services by female Covered Persons as described in the Preventive Health Care Services Schedule. The Schedule, which includes preventive contraceptive methods and counseling services for women provided by the Affordable Care Act, is available on the TPA's member website or by calling Customer Service.

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

If you or your Provider request a brand name women's contraceptive that requires a prescription under applicable law when a generic alternative is available, you are required to pay the difference in cost between the brand name and the generic contraceptive, in addition to any applicable Copayments or Coinsurance.

The difference in cost between the brand name contraceptive and the generic will not apply to the Out-of-Pocket Limit, Deductible or to any Copayments or Coinsurance that you are responsible for. When you have reached the Out-of-Pocket Limit, you must still pay for the difference in the cost between the brand name and the generic contraceptive.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### O. Preventive Health Care Services

The Plan covers preventive services required by the Affordable Care Act. The Schedule may be amended, from time to time, on a prospective basis, and is available by contacting Customer Service.

Female Covered Persons may obtain annual preventive health examinations and prenatal screenings from obstetricians and gynecologists in the Participating Provider Network, without a referral from another Physician or prior approval from the Plan.



Child health supervision services includes pediatric preventive services, developmental assessments, and laboratory services appropriate to the age of a child from birth to age six, and appropriate immunizations, up to age 18. Coverage includes at least five child health supervision visits from birth to 12 months, three child health supervision visits from 12 months to 24 months, and once a year from 24 months to 72 months.

Two designated tobacco cessation intervention program attempts are available per Covered Person per plan year, limited to four counseling sessions per attempt. Tobacco cessation Prescription Drugs and prescribed over the counter (OTC) medications when used in connection with or separate from designated tobacco cessation counseling program attempts, are limited to a maximum of 31-calendar days per prescription or refill per Covered Person and a total 93-calendar day supply per Covered Person per attempt for up to two attempts per Covered Person per plan year. For a complete list of covered medications, please visit <a href="https://www.gravie.com">www.gravie.com</a>.

#### Routine Covered Services Required by the Affordable Care Act:

- Counseling for certain conditions. This includes, but is not limited to:
  - o Breastfeeding support and counseling, with access to breastfeeding supplies.
  - o Breast cancer genetic counseling (BRCA) for women at higher risk.
  - Sexually transmitted infection counseling.
  - o Alcohol or drug misuse counseling.
- Routine immunizations. This includes, but is not limited to:
  - o Flu (influenza).
  - Hepatitis A and B.
  - o Human Papillomavirus (HPV).
  - o Shingles.
- Routine screenings for certain cancers and certain other conditions. This includes, but is not limited to:
  - o Colorectal cancer screening in adults ages 45 to 75 years.
  - o Cholesterol screening for adults of certain ages or at a high risk.
  - o Breast cancer screening (mammogram) for average-risk women.
  - o Cervical cancer screening average-risk women aged 21 to 65 years.

## Preventive Health Care Services that are in Addition to Those Required by the Affordable Care Act:

- Routine eye examination, limited to one exam per Covered Person per plan year.
- Routine hearing examination limited to one exam per Covered Person per plan year.
- Routine prenatal care services.
- One routine postnatal care exam that includes a health exam, assessment, education, and counseling provided during the period immediately after childbirth.
- Surveillance tests for ovarian cancer for women, including CA-125 serum tumor marker testing, transvaginal ultrasound, pelvic examination, or other proven ovarian cancer screening tests for women who are at risk for ovarian cancer due to family history or testing positive for BRCA1 or BRCA2
- Prostate-specific antigen (PSA) blood tests and digital rectal examinations to screen for prostate cancer for men 40 years of age or over who are symptomatic or in a high-risk category and for all men 50 years of age or older.
- Blood pressure monitor for Covered Person diagnosed with hypertension.
- Peak flow meter for Covered Person diagnosed with asthma.
- Glucose meter for Covered Person diagnosed with diabetes. If you require a blood glucose meter as part of your treatment for diabetes, you may obtain a PREFERRED meter free of charge from CVS



Caremark by visiting Caremark.com/ManagingDiabetes or calling the number on the back of your ID card.

- Retinopathy screening for Covered Person with diabetes.
- Hemoglobin A1c testing for Covered Person diagnosed with diabetes.
- International Normalized Ratio (INR) testing for Covered Person diagnosed with liver disease or bleeding disorders.
- Low-density Lipoprotein (LDL) testing for Covered Person diagnosed with heart disease.

#### Notes:

- For a list of prescribed preventive medications that are required under the Affordable Care Act, please refer to the Gravie Basic Formulary at the website located on the inside cover of this Schedule or by calling Customer Service. If you are taking a specialty medication that is also preventive, you must follow the terms of the PrudentRx Solution for specialty medications.
- Non-Preventive Health Care Services are not covered under this section of the Schedule.
- Non-routine Health Care Services, including but not limited to non-routine prenatal services, are not
  covered under this section of the Schedule.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### P. Reconstructive Surgery

The Plan covers Medically Necessary Reconstructive surgery due to Sickness, accident, or congenital anomaly that is incidental to or follows surgery resulting from injury, Sickness, or other diseases of the involved part, or when such surgery is performed on a Covered Dependent child because of a congenital disease or anomaly which has resulted in a functional defect as determined by the attending Physician. Eligible Charges include eligible Hospital, Physician, laboratory, pathology, radiology, and facility charges. Contact Customer Service to determine if a specific procedure is covered.

Reconstructive surgery following a mastectomy includes the following:

- All stages of reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance;
- Prostheses; and
- Treatment of physical complications at all stages of mastectomy, including lymphedemas.

Health Care Services will be determined in consultation with you and the attending Physician. Such coverage will be subject to Copayments, Out of Pocket Limit, Deductible, Coinsurance, and other Plan provisions.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

### Q. Skilled Nursing Facility Services

Coverage is limited to a maximum of 120 days per Covered Person per plan year.

The Plan covers the eligible Skilled Nursing Facility services for post-acute treatment and Rehabilitative Care of a Sickness or Injury. These services must be directed by a Physician and authorized in advance by the Plan Administrator. Please follow the pre-certification procedure described in Section II., Benefits Summary, for the procedure you must follow.



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

The Plan covers a semi-private room. Benefits for a private room are available only when the private room is Medically Necessary for a Sickness or Injury or if it is the only option available at the admitted facility. If you choose a private room when it is not Medically Necessary, Plan payment toward the cost of the room shall be based on the average semi-private room rate in that facility. Only services that qualify as reimbursable under Medicare are eligible charges.

Note: Please see Section VI. Exclusions for a list of services that are not covered.

#### IV. Pre-certification Requirements

Pre-certification of Health Care Services does not guarantee either payment or the amount of payment. Eligibility for, and payment of, Benefits are subject to all of the terms of this Schedule. Please read the entire Schedule to determine which other provisions may also affect Benefits. The Utilization Management vendor only certifies that the Health Care Services are Medically Necessary.

**Pre-certification Requirement:** Pre-certification requires that you or your Provider request that certain Health Care Services be authorized as Medically Necessary in advance by your plan's Utilization Management vendor.

Pre-certification by the Utilization Management vendor is required for the following Health Care Services:

- All inpatient admissions including but not limited to Hospital, Skilled Nursing Facility, rehabilitation, and residential treatment facilities;
- Transplant Services, excluding cornea;
- Procedures that could be construed to be Cosmetic;
- The following high dollar outpatient diagnostic services:
  - o PET
  - o Capsule endoscopy
  - o Genetic Testing (including BRCA)
  - o Sleep Study
  - o CT for non-orthopedic
  - o MRI for non-orthopedic
- The following outpatient continuing care services:
  - o Chemotherapy (including oral)
  - o Radiation Therapy
  - o Oncology and transplant related injections, infusions, and treatments (e.g. CAR-T, endocrine and immunotherapy), excluding supportive drugs (e.g. antiemetic and antihistamine)
  - o Hyperbaric Oxygen
- Dialysis; and
- Durable Medical Equipment (DME), limited to electric/motorized scooters or wheelchairs and pneumatic compression devices exceeding \$5,000;
- Home health care;
- Select outpatient surgeries that could be considered experimental or Investigational;
- Sexual dysfunction healthcare services; and
- Certain injections or infusions administered in an outpatient hospital, home infusion, or in a Provider's office.

The Plan reserves the right to deny a claim for services if pre-certification was not obtained.



If you have questions about pre-certification and when you are required to obtain it, please contact Gravie for assistance.

Certain Prescription Drugs may require prior authorization before you can have your prescription filled at the pharmacy. For information, you may call Gravie at the phone number listed on the inside front cover of this Schedule, on the back of your ID card, or search the Formulary linked at www.gravie.com.

#### Pre-Certification Procedure for Non-Acute Care Pre-Service Claims

Non-acute care pre-service Claims are Claims for non-acute care services that require pre-certification and are submitted in accordance with the pre-service Claim filing procedures for the Plan.

Filing Procedure for Non-Acute Care Pre-Service Claims. To request pre-certification and file a non-acute care pre-service Claim, a phone call must be made to the Utilization Management vendor at the telephone number shown on your id card and on the inside cover of this Schedule at least seven business days before the date services requiring pre-certification are provided and all essential data elements must be supplied. An expedited review is available if your attending Provider believes your medical condition warrants it. Please refer to the subsection below entitled "Essential Data Elements for Pre-Service Claims" for the list of essential data elements that are required to file a pre-service Claim. If you or your attending Provider have not submitted the request in accordance with these filing procedures, including a failure to submit all essential data elements, your request will be treated as incorrectly filed, and you will be notified within five calendar days. Please note that the time periods for making an initial Benefit determination begin when the Utilization Management vendor receives a pre-certification request submitted in accordance with the Plan's filing procedures.

If your attending Provider requests pre-certification on your behalf, the Provider will be treated as your authorized representative under the Plan for purposes of such request and the submission of your claim and associated appeals unless you provide the TPA with specific direction otherwise within three business days from the Plan Administrator's notification that an attending Provider was acting as your authorized representative. Your direction will apply to any remaining appeals.

A request or inquiry relating to the availability of Benefits or payment for future services that do not require pre-certification will not be treated as a Claim under the Plan.

**Initial Benefit Determination of Non-Acute Care Pre-Service Claims**. You and your attending Provider will be notified of the TPA's initial Benefit determination within 15 calendar days (or a shorter time period as required by applicable law) after receipt of a pre-certification request submitted in accordance with the Plan's filing procedures, provided the TPA has all necessary information needed to make an initial Benefit determination.

If the TPA does not have all information it needs to make an initial Benefit determination, or in other circumstances permitted by law, then it may extend the time period for making the initial Benefit determination by 15 calendar days (or a shorter time period as required by applicable law). The TPA will notify you of the extension and the time period to provide the requested information. If you do not provide the requested information within the time period specified, your Claim will be denied.

The initial Benefit determination may be made to your attending Provider by telephone.



If your pre-certification request is denied, written notification will be provided to you and your attending Provider. This notice will explain:

- Information sufficient to identify the Claim involved and any information required by law;
- The reason for the denial;
- The part of the Plan on which it is based;
- Any additional material or information needed to make the Claim acceptable and the reason it is necessary; and
- The procedure for requesting an appeal.

#### **Expedited Pre-Certification Procedure for Acute Care Pre-Service Claims**

Acute care services are services needed when a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of your attending Provider, could cause severe pain. An expedited initial Benefit determination will be made for Claims for services that require pre-certification and are submitted in accordance with the pre-service Claim filing procedures for the Plan, if your attending Provider believes your medical condition warrants acute care services.

Filing Procedure for Acute Care Pre-Service Claims. To request expedited pre-certification and file an acute care pre-service Claim, a phone call must be made to the Utilization Management vendor before the date services requiring pre-certification are provided and all essential data elements must be supplied. Please refer to the subsection below entitled "Essential Data Elements for Pre-Service Claims" for the list of essential data elements that are required to file a pre-service Claim. If you or your attending Provider have not submitted the request in accordance with these filing procedures, including a failure to submit all essential data elements, your request will be treated as incorrectly filed, and you will be notified within 24 hours. Please note that the time periods for making an expedited initial Benefit determination begin when the Utilization Management vendor receives a pre-certification request submitted in accordance with the Plan's filing procedures.

If your attending Provider requests pre-certification on your behalf, the Provider will be treated as your authorized representative under the Plan for purposes of such request and the submission of your Claim and associated appeals unless you provide the TPA with specific direction otherwise within three business days from the Plan Administrator's notification that an attending Provider was acting as your authorized representative. Your direction will apply to any remaining appeals.

A request or inquiry relating to the availability of Benefits or payment for future services that do not require pre-certification will not be treated as a Claim under the Plan.

**Expedited Initial Benefit Determination of Acute Care Pre-Service Claims**. An expedited initial Benefit determination will be provided by the TPA to you and your attending Provider as quickly as your medical condition requires, but no later than 72 hours (or such shorter time as required by applicable law) following receipt of a pre-certification request submitted in accordance with the Plan's filing procedures.

If the TPA does not have all information it needs to make an initial Benefit determination, you will be notified within 24 hours. You will then have 48 hours, or longer time as granted to you in the notification, to provide the requested information. If you do not provide the requested information within the time period specified, your request will be denied. You will be notified of the initial Benefit determination within 48 hours after the earlier of the TPA's receipt of the requested information or the end of the time period specified for you to provide the requested information.

The initial Benefit determination may be made to your attending Provider by telephone.



If your pre-certification request is denied, written notification will be provided to you and your attending Provider. This notice will explain:

- Information sufficient to identify the Claim involved and any information required by law;
- The reason for the denial;
- The part of the Plan on which it is based;
- Any additional material or information needed to make the Claim acceptable and the reason it is necessary; and
- The procedure for requesting an appeal.

#### Essential Data Elements for Pre-Service Claims (including Concurrent Care Claims)

You or your attending Provider must submit at least the following essential data elements when calling the Utilization Management vendor to request pre-certification and file a pre-service Claim (or requesting to extend a previously pre-certified treatment and file a concurrent care Claim):

- The identity of the Covered Person and Provider of services;
- The date(s) of services;
- A specific medical diagnosis; and
- A specific treatment, Health Care Service, or procedure code for which pre-certification approval (or extended treatment) is requested.

An explanation of these essential data elements will be provided to you, upon request and free of charge, by calling the Utilization Management vendor. If you or your attending Provider have not submitted the pre-certification (or extended treatment) request in accordance with the Plan's filing procedures for preservice Claims, including a failure to submit all essential data elements, your request will be treated as incorrectly filed and you will be notified within applicable timeframes.

#### **Procedure for Concurrent Care Claims**

Filing Procedure for Concurrent Care Claims. If an ongoing course of treatment was pre-certified by the Plan Administrator for a specified period of time or number of treatments and you or your attending Provider request to extend acute care services, your extension request and concurrent care Claim must be submitted in accordance with the filing procedure for acute care pre-service Claims, as described above. If an ongoing course of treatment was pre-certified by the Plan Administrator for a specified period of time or number of treatments and you or your attending Provider request to extend non-acute care services, your extension request and concurrent care Claim must be submitted in accordance with the filing procedure for non-acute care pre-service Claims, as described above. If you or your attending Provider have not submitted the extension request in accordance with the Plan's filing procedures, including a failure to submit all essential data elements, your request will be treated as incorrectly filed and you will be notified within 24 hours in the case of a request to extend acute care services, and within five calendar days in the case of a request to extend non-acute care services. Please note that the time periods for making an initial Benefit determination begin when the Utilization Management vendor receives an extended treatment request submitted in accordance with the Plan's filing procedures.

If your attending Provider requests extended treatment on your behalf, the Provider will be treated as your authorized representative under the Plan for purposes of such request and the submission of your Claim and associated appeals unless you provide the TPA with specific direction otherwise within three business days from the Plan Administrator's notification that an attending Provider was acting as your authorized representative. Your direction will apply to any remaining appeals.



A request or inquiry relating to the availability of Benefits or payment for future services or extended treatments that do not require pre-certification will not be treated as a Claim under the Plan.

Initial Benefit Determination of Concurrent Claims. If an ongoing course of treatment was previously pre-certified for a specified period of time or number of treatments and you request to extend acute care services, the TPA will make the initial Benefit determination on your extended treatment request within 24 hours following receipt of a properly filed extended treatment request, provided your request is made at least 24 hours before the end of the approved treatment. If a properly filed request for extended treatment is not made at least 24 hours before the end of the approved treatment, your request will be treated as a pre-certification request for acute care services and handled in accordance with the expedited pre-certification procedures outlined above for such services.

If an ongoing course of treatment was previously pre-certified for a specified period of time or number of treatments and you request to extend non-acute care services, your request will be treated as a pre-certification request for non-acute care services and handled in accordance with the pre-certification procedures outlined above for such services.

The initial Benefit determination may be made to your attending Provider by telephone.

If your concurrent care Claim and extended treatment request is denied, written notification will be provided to you and your attending Provider. This notice will explain:

- Information sufficient to identify the Claim involved and any information required by law;
- The reason for the denial;
- The part of the Plan on which it is based;
- Any additional material or information needed to make the Claim acceptable and the reason it is necessary; and
- The procedure for requesting an appeal.

#### V. Additional Benefit Information

#### A. Provider Directory

You may find Participating Providers on the designated website listed on the inside cover of this Schedule. Coverage may vary according to your provider selection.

The list of Participating Providers frequently changes and the TPA does not guarantee that a listed Provider is a Participating Provider. You should verify that the Provider you choose is a Participating Provider by calling Customer Service at the telephone number listed on the inside cover of this Schedule. If you call Customer Service, the TPA will respond to you as soon as practicable but in no case later than 1 business day after your call is received, through a written electronic communication or, at your request, a hard copy communication.

If You called Customer Service, or used an Internet-based provider directory made available by the TPA to confirm that a Provider was a Participating Provider before you received certain Health Care Services from the Provider, but the Provider which furnished the Health Care Services after you received such information was a Non-Participating Provider:

Then the Plan:



- (A) Shall not impose on you a cost-sharing amount (e.g. a Deductible or Copayment) for such Health Care Services furnished by the Non-Participating Provider that is greater than the cost-sharing amount that would apply had such Health Care Services been furnished by a Participating Provider; and
- (B) Shall apply the Out-of-Pocket Maximum that would apply if such Health Care Services were furnished by a Participating Provider.

#### B. Case Management/Alternative Care

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

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

Other care, treatments, services, or supplies must meet both of the following tests:

- 1. Be determined in advance by the Plan Administrator to be Medically Necessary and cost effective in meeting your long term or intensive care needs in connection with a catastrophic Sickness or Injury; and
- 2. The charges Incurred would not otherwise be payable or would be payable at a lesser percentage.

#### **Alternative Care**

If your attending health care professional advises you to consider alternative care for a Sickness or Injury that includes Health Care Services not covered under the contract, your attending health care professional should contact the Utilization Management Vendor who will contact the Plan Administrator. The Plan Administrator has full discretionary authority to consider paying for such non-covered Health Care Services and may consider an alternative care plan if the Plan Administrator finds that:

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

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

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



#### C. Routine Patient Costs Associated with Clinical Trials

The Plan covers Routine Patient Costs associated with a Clinical Trial and may not: 1) deny your participation in a Clinical Trial; 2) deny (or limit or impose additional conditions on) the coverage of Routine Patient Costs for items and Health Care Services furnished to you in connection with participation in the Clinical Trial; or 3) discriminate against you on the basis of your participation in a Clinical Trial.

If one or more Participating Providers are participating in a Clinical Trial, the Plan will cover Routine Patient Costs only if you participate in the Clinical Trial through a Participating Provider if the Provider will accept you in the Clinical Trial. This requirement is waived if the approved Clinical Trial is conducted outside the state in which you reside. However, the Plan will not cover Routine Patient Costs if you are in a Clinical Trial with a Non-Participating Provider and you do not have coverage for Non-Participating Provider Benefits.



#### D. Limited Access to Participating Providers

In the event that the Plan Administrator determines you are receiving Health Care Services, including Prescription Drugs, in a quantity or manner that might be harmful to your health, the Plan Administrator will notify you that your access to Participating Providers is limited. You will have 30 calendar days in which to select one participating Physician, Hospital, and pharmacy to coordinate your health care. If you do not select those Participating Providers within 30 calendar days, the Plan Administrator will choose for you.

Failure to receive Health Care Services through your selected Participating Providers will result in denial of coverage. If your condition requires care or treatment from other providers, you must obtain a written referral from your selected participating Physician.

#### E. Continuity of Care

- 1) If you are a continuing care patient and:
  - a) The Plan Administrator's contract with the Participating Provider that is providing your continuing care terminates for any reason other than the Participating Provider's failure to meet applicable quality standards or fraud;
  - b) Your benefits under this Schedule for the Health Care Services (except Prescription Drugs) provided by the Participating Provider that is providing your continuing care terminate because of a change in the terms of the Plan Administrator contract with such Participating Provider.

#### 2) Then:

- a) The Plan Administrator will notify you of the applicable event described in (1) and your right to elect continued transitional care from such Non-Participating Provider (in the event of notice under (1)(A)) or such Participating Provider (in the event of notice under (1)(B));
- b) The Plan Administrator will provide you with an opportunity to notify the Plan of your need for transitional care; and
- c) The Plan Administrator will allow you to elect to continue to have benefits for transitional care provided under this Schedule, under the same terms and conditions as would have applied under this Schedule had the applicable termination not occurred, as long as such benefits are for the course of treatment provided by such Non-Participating Provider (in the event of notice under (1)(A)) or such Participating Provider (in the event of notice under (1)(B)) relating to your status as a continuing care patient during the period beginning on the date on which the notice in (2)(A) is provided and ending on the earlier of:
  - i. The 90-day period beginning on such date; or
  - ii. The date on which you are no longer a Continuing Care Patient of such Non-Participating Provider (in the event of notice under (1)(A)) or such Participating Provider (in the event of notice under (1)(B)).
- 3) Continuing care patients are defined as individuals who, with respect to a provider or facility, are at least one of the following:



- 1. Undergoing treatment from the provider or facility for a serious and complex condition, defined as:
  - a. In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm.
  - b. In the case of a chronic illness or condition, a condition that is:
    - i. Life-threatening, degenerative, potentially disabling, or congenital; and
    - ii. Requires specialized medical care over a prolonged period of time.
- 2. Undergoing a course of institutional or inpatient care from the provider or facility.
- 3. Scheduled to undergo nonelective surgery from the provider or facility, including receipt of postoperative care from such provider or facility with respect to such a surgery.
- 4. Pregnant and undergoing treatment for pregnancy from the provider or facility.
- 5. Terminally ill and receiving treatment for such illness from the provider or facility.

#### F. Transition of Care

If a covered person is under the care of a non-participating provider at the time of joining the Plan, there are a limited number of medical conditions that may qualify for transition of care. If transitional care is appropriate, specific treatment by a Non-Participating Provider may be covered at the Participating Provider level of benefits for a limited period of time. The TPA will review and approve or deny such requests.

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

If a Participating Provider arranges and/or performs Health Care Services for you at a Participating Provider facility, all related eligible non-facility charges from both Participating Providers and Non-Participating Providers, will be covered at the participating provider level of benefits as shown in this Schedule.

If a Non-Participating Provider arranges or performs Health Care Services for you at a Participating Provider Facility, all related eligible non-facility charges from any Non-Participating Providers will be covered at the Non-Participating Provider level of benefits as described in this Schedule. You will be responsible for any charges that may exceed the Usual and Customary Amount.



The exclusions in this Section VI. apply to all Health Care Services.

Many exclusions are interrelated so please read this entire section.

### The Plan will not cover charges Incurred for any of the following services:

- Non-Emergency ambulance service from Hospital to Hospital such as transfers and admission to Hospitals performed only for convenience.
- ➤ Health Care Services that the Plan Administrator determines are not Medically Necessary unless the specific terms of a Participating Provider's written agreement with the national network vendor applicable to the Plan precludes application of the exclusion.
- > Routine maintenance chiropractic care.
- ➤ Blood, urine, or hair analysis related to chiropractic services.
- Performance of ultrasound, MRI, EMG, waveform and nuclear medicine diagnostic studies or other enhanced diagnostic imaging.
- Manipulation under anesthesia related to chiropractic services.
- Nutritional and food supplements, except as covered under this Schedule.
- > Dental services covered under your dental plan.
- Preventive dental procedures.
- Health Care Services or dental services, orthodontia, and all associated expenses, except as stated in this section.
- ➤ Health Care Services or dental services for cracked or broken teeth that result from biting, chewing, disease, or decay.
- Dental implants.
- ➤ Health Care Services or dental services related to periodontal disease.
- Occlusal adjustment or occlusal equilibration.
- Treatment of bruxism.
- > Any durable medical equipment or supplies not listed as eligible as determined by the Plan Administrator.
- Disposable supplies or non-durable supplies and appliances, including those associated with equipment determined not to be eligible for coverage.
- > Durable equipment necessary for the operation of equipment determined not to be eligible for coverage.
- Revision of durable medical equipment and prosthetics, except when made necessary by normal wear or use.
- Replacement or repair of items when damaged or destroyed by misuse, abuse, or carelessness, lost, or stolen.
- Duplicate or similar items.
- > Hearing aids, devices to improve hearing and related fittings or Health Care Services.
- Communication aids or devices; equipment to create, replace or augment communication abilities including, but not limited to, speech processors, receivers, communication board, or computer or electronic assisted communication.
- Household equipment, household fixtures and modifications to the structure of the home, escalators or elevators, ramps, swimming pools, whirlpools, hot tubs and saunas, wiring, plumbing or charges

for installation of equipment, exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypo-allergenic pillows, mattresses, or waterbeds.

- Vehicle/car or van modifications including, but not limited to, handbrakes, hydraulic lifts, and car carrier.
- Over-the-counter orthotics and appliances.
- Orthopedic shoes, except as covered under this Schedule.
- > Other equipment and supplies, and oral nutritional and electrolyte substances that the Plan Administrator determines are not eligible for coverage.
- > Charges for sales tax, mailing or delivery.
- > Upgrades to or replacement of any items that are considered Eligible Charges and covered under this Schedule unless the item is no longer functional and is not repairable.
- Glucose meters, blood pressure monitors, and peak flow meters are not covered under this section of this Schedule. Please refer to the "Preventive Health Care Services" section of the Schedule for coverage of these items.
- Cochlear implants.
- ➤ Health Care Services or items for personal comfort or convenience.
- Non-Emergency Services received in an emergency room.
- Non-emergency Health Care Services performed directly in connection with the performance of a non-covered health care service.
- Non-Emergency Services received outside the United States.
- ➤ Health Care Services, Companion and home care services, unskilled nursing services, services provided by your family or a person who shares your legal residence.
- Health Care Services and other services provided as a substitute for a primary caregiver in the home.
- Health Care Services and other services that can be performed by a non-medical person or self-administered.
- > Home health aides, unless determined to be Medically Necessary by the Plan Administrator.
- > Health Care Services and other services provided in your home for convenience.
- > Health Care Services and other services provided in your home due to lack of transportation.
- Custodial care.
- ➤ Health Care Services classified as home health services provided at any site other than your place of residence.
- ➤ Health Care Services and other services rendered by Providers unlicensed or not certified by the appropriate state regulatory agency.
- > Services, seminars, or programs that are primarily educational in nature.
- ➤ Health education, except when:
  - o Provided during an office visit for non-Preventive Health Care Services; or
  - o It is counseling which is treated as a Preventive Health Care Service.
- > Tobacco cessation intervention programs and services, except when covered as Preventive Health Care Services.
- Nutritional counseling, except when:
  - o Provided during a confinement; or
  - o Provided in a Physician's office, clinic system or Hospital setting:
    - i. For the diagnosis and treatment of diabetes; or
    - ii. To a Covered Person who has been diagnosed by a Physician with a chronic medical condition; or
    - iii. As counseling that is treated as a Preventive Health Care Service.
- Professional sign language and foreign language interpreter services in a Provider's office, except when arranged by the Provider's office at the time of scheduling.
- Exams, other evaluations and/or services for employment, insurance, licensure, judicial or administrative proceedings or research, except as otherwise covered under this Schedule or as Preventive Health Care Services.

- Charges for duplicating and obtaining medical records from Non-Participating Providers, unless requested by the Plan Administrator.
- > Genetic testing and associated Health Care Services, except as covered under this Schedule.
- > Hypnosis and chelation therapy, except chelation therapy will be covered when Medically Necessary for the treatment of heavy metal poisoning.
- Non-prescribed over-the-counter contraceptives, including condoms, spermicides, and emergency contraceptives.
- Anesthesia and facility services related to sterilization procedures performed during other surgical procedures such as Cesarean section birth, gall bladder removal, and abdominal hernia repair are not covered under this section of this Schedule.
- > Reversal of sterilization procedures.
- Private-duty nursing care, except:
  - o Inpatient private-duty nursing care by a licensed nurse (R.N., L.P.N., or L.V.N.) when Medically Necessary and not Custodial in nature and the Hospital's Intensive Care Unit (ICU) is filled or the Hospital has no ICU, or
  - For a ventilator-dependent patient, up to 120 hours of services provided by a private-duty nurse or personal care assistant solely for the purpose of communication or interpretation for the patient.
- > Travel, transportation, other than ambulance transportation, and/or living expenses.
- Orthoptics.
- > Refractive surgery (e.g. Lasik) for ophthalmic conditions that are correctable by contacts or glasses.
- Health Care Services and associated expenses for gender reassignment, except when Medically Necessary.
- Autopsies.
- > Treatment for compulsive gambling.
- Health Care Services to hold or confine a Covered Person under chemical influence when no Medically Necessary services are required, regardless of where the services are received (e.g. detoxification centers).
- Health Care Services including facility charges performed in a free-standing birth center unattached to a Hospital facility.
- Health Care Services for maternity labor and delivery in the home.
- Nutritional and food supplements, except as covered in this Schedule.
- > Non-Preventive Health Care Services are not covered under this section of this Schedule.
- > Routine foot care, unless required due to blindness, diabetes, or peripheral vascular disease.
- > Treatment of cleft lip and cleft palate, except for such treatment of a Covered Dependent child if treatment is scheduled or started prior to the Covered Dependent child reaching age 19.
- Vision therapy/orthoptics.
- ➤ Health Care Services provided by an audiologist that are not provided in an office setting.
- Marital counseling, relationship counseling, family counseling except as otherwise covered in this Schedule, or other similar counseling or training services.
- Counseling, studies, Health Care Services, or confinements ordered by a court or law enforcement officer that are not determined to be Medically Necessary by the Plan Administrator.
- Biofeedback.
- Surgical treatments and procedures to treat one-sided deafness.
- > Growth hormone therapy prescribed for children due to short stature only, or for adults with no documented significant deficiency of growth hormone.
- Contact lenses and their related fittings, except when prescribed as Medically Necessary for the treatment of keratoconus.
  - Services provided during a telehealth and/or virtual visit for the sole purpose of: scheduling appointments; filling or renewing existing prescriptions; reporting normal medical test results; providing educational materials; updating patient information; requesting a referral; additional communication on the same day as an onsite medical office visit; services that would similarly not be

charged for in an onsite medical office visit; telephone conversations, e-mails, or facsimile transmissions between licensed health care Providers; or e-mails, or facsimile transmissions between a licensed health care Provider and a patient.

- Acupuncture.
- > Elective abortion, except in situations where the life of the mother would be endangered if the fetus is carried to full term.
- > Bariatric surgeries, including preoperative procedures, initial procedures, surgical revisions, and subsequent procedures.
- Costs associated with Clinical Trials that are not Routine Patient Costs.
- ➤ Health Care Services for Sickness or Injury sustained:
  - While engaging in or the attempt to engage in a felony act, whether or not the individual is formally charged or convicted of such an act. This exclusion does not apply to any Sickness or Injury that is a result of an act of domestic violence or results from a medical condition, such as alcoholism.
  - While voluntarily participating in a riot, insurrection, or civil disobedience.
  - While in a war or any act of war. "War" means declared or undeclared war and includes acts of terrorism.
- > Sickness or Injury that results from self-inflicted Injury (other than suicide or attempted suicide). This exclusion does not apply to any Sickness or Injury that is a result of an act of domestic violence or results from a medical condition, such as depression.
- The following Infertility services:
  - Treatment of male and female Infertility and associated Health Care Services, unless covered under your plan.
  - Artificially assisted technology such as, but not limited to, artificial insemination (AI) and intrauterine insemination (IUI).
  - o In vitro fertilization, unless covered under your plan.
  - Gamete and zygote intrafallopian transfer (GIFT and ZIFT) procedures, unless covered under your plan.
  - Intracytoplasmic sperm injection (ICSI).
  - o Sperm, ova or embryo acquisition, retrieval, or storage.
  - Reversal of voluntary sterilization.
  - Adoption costs.
- The following transplant services:
  - Health Care Services related to organ, tissue and bone marrow transplants and stem cell support
    procedures or peripheral stem cell support procedures that are Investigative for your condition.
  - o Health Care Services related to non-human organ implants.
  - Health Care Services related to human organ transplants not specifically approved as Medically Necessary by the Plan Administrator.
  - o Treatment of medical complications to a donor after procurement of a transplanted organ.
  - Computer search for donors.
  - Private collection and storage of blood and umbilical cord/umbilical cord blood, unless related to scheduled future covered services.
  - o Travel Services, except as covered under this Schedule.
  - Health Care Services for or in connection with fetal tissue transplantation, except for noninvestigative stem cell transplants.
  - Organ or tissue transplants or surgical implantation of mechanical devices functioning as a human organ, excluding surgical implantation of U.S. Food and Drug Administration (FDA) approved ventricular assist devices.
- In-person therapy visits provided in your home for convenience.
- Therapy for treatment of stuttering.

- > Therapy for conditions that are self-correcting.
- > Services which do not demonstrate measurable and sustainable improvement within two weeks to three months, depending on the physical and mental capacities of the individual.
- Voice training and voice therapy.
- Secretin infusion therapy.
- > Sensory integration therapy when used for a reason other than the treatment of feeding disorders.
- Group therapy for PT, OT, and ST.
- ➤ Health Care Services for homeopathy and immunoaugmentative therapy.
- > Recreational, Educational, or self-help therapy or items primarily Educational in nature or for vocation, comfort, convenience, or recreation. Recreational therapy is therapy provided solely for the purpose of recreation, including, but not limited to: a) physical therapy or occupational therapy to improve athletic ability, and b) braces or guards to prevent sports injuries.
- Vocational Rehabilitation.
- Massage therapy.
- Alternative therapies such as aromatherapy and reflexology.
- Health Care Services provided by massage therapists, doulas, and personal trainers.
- Health club memberships.
- Any Health Care Service performed during or in conjunction with an annual or periodic wellness exam that exceeds the services described in this section of the Schedule.
- > Electronic cigarettes, e-cigarettes, personal vaporizers, and similar forms of nicotine delivery systems.
- > Tobacco cessation intervention programs and Health Care Services, except as covered under the Schedule.
- ➤ Health Care Services related to surrogate pregnancy for a person who is not a Covered Person under this Schedule.
- Vision lenses, eyeglasses, frames, and their related fittings.
- > Routine eye examinations, except as covered under this Schedule.
- Routine hearing examinations, except as covered under this Schedule.
- Any weight loss programs and related Health Care Services that are not otherwise covered as preventive health care services.
- ➤ Health Care Services and supplies not ordered by a Provider, such as but not limited to, cholesterol testing, glucose testing and mammograms unless specifically listed in the Plan's Schedule of Preventive Health Care Services or provided by a Participating Provider.
- ➤ Health Care Services to treat conditions that are cosmetic in nature.
- > Orthognathic surgery, which includes surgical manipulation of the elements of the facial skeleton to restore the proper anatomic and functional relationship in patients with dentofacial skeletal anomalies.
- Procedures that are generally Cosmetic, or for convenience or comfort reasons.
- ➤ Hospitalization, transportation, supplies, or medical services, including Physicians' services furnished by the U.S. Government or by an institution operated by the U.S. Government, unless payment is required in accordance with applicable law.
- > Private room, except when Medically Necessary or if it is the only option available at the admitted facility.
- Respite, rest or Custodial Care except as specifically described in this Schedule.
- Health Care Services received before coverage under this Plan begins or after your coverage under this Plan ends.
- ➤ Health Care Services that the Plan Administrator determines are Investigative and associated expenses unless the specific terms of a Participating Provider's written agreement with the national network vendor applicable to the Plan precludes application of the exclusion.
- ➤ Health Care Services not directly related to your care.
- ➤ Health Care Services ordered or rendered by Providers or para-professionals unlicensed by the appropriate state regulatory agency.

- ➤ Health Care Services not rendered in the most cost-efficient setting or manner appropriate for the condition based on medical standards and accepted practice parameters of the community or provided at a frequency other than that accepted by the medical community as medically appropriate.
- Charges for Health Care Services determined to be duplicate services by the Plan Administrator.
- > Charges that exceed the Usual and Customary Amount for Health Care Services received from Non-Participating Providers, including Non-Participating Provider pharmacies.
- > Health Care Services prohibited by law or regulation, or illegal under applicable laws.
- > Charges for Health Care Services that are eligible for payment under any insurance policy, including auto insurance, or under a Workers' Compensation law, employer liability law or any similar law.
- Any Health Care Services provided by a relative (i.e., a spouse, or a parent, brother, sister, or child of the Covered Employee or of the Covered Employee's spouse) or anyone who customarily lives in the Covered Employee's household.
- ➤ Health Care Services provided by providers who have not completed professional level education and licensure as determined by the Plan Administrator.
- > Charges for medical services that are paid or payable under any auto insurance policy, which covers the Covered Person, or for which the Covered Person is required by law to enroll.
- > Charges billed by Providers that are not in compliance with generally accepted guidelines established by the Centers for Medicare & Medicaid Services (CMS) and/or the TPA's policies.
- Health Care Services and certifications when required by third parties, including for purposes of insurance, legal proceedings, licensure, and employment, and when such services are not preventive care or otherwise Medically Necessary, such as custody evaluations, vocational assessments, reports to the court, parenting assessments, risk assessments for sexual offenses, education classes for driving under the influence/driving while intoxicated, competency evaluations, and adoption studies.
- > Services provided to you if you also have other primary insurance coverage for those services and you do not provide the Plan with the necessary information to pursue coordination of benefits, as required under this Schedule.
- Costs, charges, fees, and other losses for non-Health Care Services.

### VII. Definitions of Capitalized Terms

Acute Care Facility

A facility that provides care to a covered person who is in the acute phase of a sickness or injury and who will have a stay of less than 30 calendar days.

Affordable Care Act

The federal Patient Protection and Affordable Care Act, Public Law 111-148, as amended, including the federal Health Care and Education Reconciliation Act of 2010, Public Law 111-152, and any amendments to, and any federal guidance and regulations issued under these acts.

**Ancillary Services** 

Subject to changes made by the U.S. Department of Health and Human Services, ancillary services are, with respect to a hospital or ambulatory surgical center, which is a participating provider:

- health care services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a physician or nonphysician practitioner, and health care services provided by assistant surgeons, hospitalists, and intensivists;
- 2. diagnostic services (including radiology and laboratory services); and
- 3. health care services provided by a non-participating provider if there is no participating provider who can furnish such health care services at such hospital or ambulatory surgical center.

**Benefits** 

The health care services covered under the Plan as approved by the Plan Administrator as covered services, as explained in this Schedule and any amendments.

Biofeedback

The technique of making unconscious or involuntary bodily processes (such as heartbeat or brain waves) perceptible to the senses in order to manipulate them by conscious mental control.

Claim

A request for benefits made by a covered person or the covered person's authorized representative in accordance with the procedures described in this Schedule. It includes pre-certification requests



A phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition. A life-threatening condition means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted. The clinical trial must meet one of the following:

- 1. Federally funded clinical trial in which the study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - a. National Institutes of Health.
  - b. Centers for Disease Control and Prevention.
  - c. Agency for Health Care Research and Quality.
  - d. Centers for Medicare & Medicaid Services.
  - e. Cooperative group or center of any of the entities described in paragraphs a through d above or the Department of Defense or the Department of Veterans Affairs.
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g. If the clinical study or investigation is conducted by the Department of Veterans Affairs, Department of Defense, or the Department of Energy, has been reviewed and approved through a system of peer review that the Secretary of the Department of Health and Human Services has determined to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and there has been an unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
- 2. A study or investigation conducted under an investigational new drug application reviewed by the FDA.
- 3. The study or investigation is a drug trial that is exempt from having an investigational new drug application.

Coinsurance

A portion of eligible charges from non-participating providers that is paid by you. Your coinsurance is a percentage of those eligible charges that are: 1) calculated at the time the claim is processed, 2) subject to the usual and customary amount or (3) the amount you must pay after satisfying your deductible for emergency services provided by a non-participating provider.

Compassionate Use

A method of providing experimental therapeutics prior to final FDA approval for use in humans. This procedure is used with very sick individuals who have no other treatment options. Often, case-by-case approval must be obtained from the FDA for compassionate use of a drug, device, or therapy.

Compounded Drugs

Customized medications prepared by a pharmacist from scratch using raw chemicals, powders, and devices according to a physician's specifications to meet your needs.

Confinement

An uninterrupted stay of 24 hours or more in a hospital, skilled nursing facility, rehabilitation facility, or residential treatment facility.

Copayment

The fixed amount of eligible charges you must pay to the provider for covered health care services received. The copayment may not exceed the charge billed for the covered health care service.

Cosmetic

Services, medications, and procedures that improve physical appearance but do not correct or improve a physiological function or are not medically necessary.

**Covered Dependent** 

A covered employee's eligible dependent.



Covered Employee

The person:

- 1. On whose behalf contribution is paid; and
- 2. Whose employment is the basis for membership; and
- 3. Who is enrolled under the Plan.

Covered Person

A covered employee or covered dependent.

**Covered Services** 

Health care services that are provided by your provider or clinic and are covered by the Plan, subject to all of the terms, conditions, limitations, and exclusions of the Plan.

**Custodial Care** 

Services to assist in activities of daily living and personal care that do not seek to cure or do not need to be provided or directed by a skilled medical professional, such as assistance in walking, bathing, and eating.

Day Treatment Services

Any professional or health care services at a hospital or licensed treatment facility for the treatment of mental and substance use disorders.

Deductible

The amount of eligible charges that each covered person must incur in a Calendar Year for health care services from providers before the Plan will pay benefits.

Designated Convenience Care Center

A health care clinic whose primary purpose is to provide immediate treatment for the diagnosis of minor conditions.

Educational

A health care service:

- 1. Whose primary purpose is to provide training in the activities of daily living, instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for learning disabilities; or
- 2. That is provided to promote development beyond any level of function previously demonstrated, except in the case of a child with congenital, developmental, or medical conditions that have significantly delayed speech or motor development as long as progress is being made towards functional goals set by the attending physician.

**Eligible Charges** 

A charge for health care services, subject to all of the terms, conditions, limitations, and exclusions of the Plan for which the Plan or covered person will pay.

Emergency (Also Emergency Medical Condition) See definition of emergency medical condition.

Emergency Department of a Hospital

A hospital outpatient department that provides emergency services.

Emergency Medical Condition (Also Emergency) A medical condition, including a mental health condition or substance use disorder, manifesting itself by acute symptoms of sufficient severity, (including severe pain,) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- 1. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- 2. serious impairment to bodily functions; or
- 3. serious dysfunction of any bodily organ or part.



- 1. With respect to an emergency medical condition:
  - a) A medical screening examination that is within the capability of the emergency department of a hospital or of an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department, to evaluate such emergency medical condition; and
  - b) Within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable, such further medical examination and treatment to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished).

### 2. Inclusion of additional services:

- a) Unless each of the conditions described in subclause 2.b. are met, items and services:
  - i. Which are covered services; and
  - ii. That are furnished by a non-participating provider or non-participating emergency facility (regardless of the department of the hospital in which such items or services are furnished) after you are stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in clause 1 are furnished.
- b) Conditions. If you are stabilized and furnished additional items and services described in subclause 2 after such stabilization by a provider or facility described in subclause 2, the conditions are the following:
  - i. Such provider or facility determines you are able to travel using nonmedical transportation or nonemergency medical transportation.
  - ii. Such provider furnishing such additional items and services satisfies the notice and consent criteria required by federal law with respect to such items and services.
  - iii. You are in a condition to receive the information provided in the notice and to provide informed consent, in accordance with applicable federal and state law.
  - iv. Any other conditions required by law, such as conditions relating to coordinating care transitions to participating providers and facilities.

Fee Schedule

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

If health care services are delivered to you via telehealth and/or virtual visit by a distant site participating provider who is **not** a designated participating provider for telemedicine, the Plan will reimburse such participating provider on the same basis and using the same fee schedule as would apply if the covered services had been delivered in person by the distant site participating provider.

Formulary

A list, which may change from time to time, of preferential prescription drugs that is used by the Plan.

Gravie

Gravie Administrative Services, which is a third-party administrator (TPA) providing administrative services to your Employer in connection with the operation of the Plan.

Habilitative Therapy

Therapy provided to develop initial functional levels of movement, strength, daily activity, or speech.



Health Care Service(s)

Medical or behavioral services including pharmaceuticals, devices, technologies, tests, treatments, therapies, supplies, procedures, hospitalizations, or provider visits.

Homebound

When you are unable to leave home without considerable effort due to a medical condition. Lack of transportation does not constitute homebound status.

Hospital

A facility that provides diagnostic, medical, therapeutic, and surgical services by or under the direction of physicians and with 24-hour registered nursing services. The hospital is not mainly a place for rest or custodial care and is not a nursing home or similar facility.

Incurred

Health care services rendered to you shall be considered to have been incurred at the time or date the health care service was actually purchased or provided.

Infertility

Inability to become pregnant after the following periods of time of regular unprotected intercourse or therapeutic donor insemination:

- 1. One year, if you are a female under age 35 or a male of any age, or
- 2. Six months, if you are a female age 35 or older,

provided that your infertility is not related to voluntary sterilization or failed reversal of voluntary sterilization.

Injury

Bodily damage other than sickness including all related conditions and recurrent symptoms.

Investigative

As determined by the Plan Administrator, a drug, device or medical treatment or procedure is investigative if reliable evidence does not permit conclusions concerning its safety, effectiveness, or effect on health outcomes. The Plan Administrator will consider the following categories of reliable evidence, none of which shall be determinative by itself:

- 1. Whether there is a final approval from the appropriate government regulatory agency, if required. This includes whether a drug or device can be lawfully marketed for its proposed use by the FDA; or if the drug, device or medical treatment or procedure is under study or if further studies are needed to determine its maximum tolerated dose, toxicity, safety, or efficacy as compared to standard means of treatment or diagnosis; and
- 2. Whether there are consensus opinions or recommendations in relevant scientific and medical literature, peer-reviewed journals, or reports of clinical trial committees and other technology assessment bodies. This includes consideration of whether a drug is included in any authoritative compendia as identified by the Medicare program such as, the National Comprehensive Cancer Network Drugs and Biologics Compendium, as appropriate for its proposed use; and
- 3. Whether there are consensus opinions of national and local health care providers in the applicable specialty as determined by a sampling of providers, including whether there are protocols used by the treating facility or another facility, studying the same drug, device, medical treatment, or procedure.



### Medically Necessary

Any health care services, preventive health care services, and other preventive services that the Plan Administrator, in its discretion and on a case-by-case basis, determines are appropriate and necessary in terms of type, frequency, level, setting, and duration, for your diagnosis or condition; and the care must:

- 1. Be consistent with the medical standards and generally accepted practice parameters of providers in the same or similar general specialty as typically manages the condition, procedure, or treatment at issue;
- 2. Help restore or maintain your health;
- 3. Prevent deterioration of your condition;
- 4. Prevent the reasonably likely onset of a health problem or detect an incipient problem.

Non-Designated Transplant Network Provider A transplant provider that is not contracted with or through the TPA to provide organ or bone marrow transplant or stem cell support and any related services and aftercare. A non-designated transplant network provider may be either a participating provider or a non-participating provider.

Non-Participating Provider

- 1. A physician or other health care provider who, when providing health care services, is acting within the scope of practice of that provider's license or certification under applicable State law; or
- 2. A facility, like a clinic or hospital;

That is not a participating provider.

#### Out-of-Network Rate

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

- 1. Subject to clause (iii), the amount determined in accordance with any state law in effect in the state where such emergency services were provided;
- 2. Subject to clause (iii), if no such state law which would determine the amount under clause (i) is in effect:
  - i. Subject to subclause 2(b), the amount agreed to by the TPA and the non-participating provider; or
  - ii. If the TPA and the non-participating provider enter the independent dispute resolution (IDR) process under the No Surprises Act and do not agree on an amount before a certified IDR entity makes a determination on the amount to be paid to the non-participating provider, then the amount determined by the certified IDR entity; or
- 3. In the case the state has an All-Payer Model Agreement under section 1115A of the Social Security Act, the amount that the state approves under such All-Payer Model Agreement for such emergency services provided by the non-participating provider.

### Out-of-Pocket Limit

The maximum amount of money you must pay for health care services from participating providers before this Plan pays your eligible charges at 100%. If you reach benefit, day, or visit maximums, you are responsible for amounts that exceed the out-of-pocket limit. Expenses you pay for copayments will apply to the out-of-pocket limit.



### Participating Provider

- 1. A physician or other health care provider who is acting within the scope of practice of that provider's license or certification under applicable State law; or
- 2. A facility, like a hospital or clinic:

That is directly contracted to participate in the specific TPA participating provider network designated by Plan Administrator to provide benefits to covered persons enrolled in this Plan. The participating status of providers may change from time to time.

Participating providers may also be offered from other Preferred Provider Organizations that have contracted with TPA.

Physician

A licensed Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Optometry (O.D.), or Doctor of Chiropractic (D.C.).

Plan

The Sharp Transportation, Inc Group Health Plan, as amended from time to time.

Plan Administrator

Sharp Transportation, Inc. The Plan Administrator retains ultimate authority for this Plan including final appeal determinations. The Plan Administrator is also the Named Fiduciary for purposes of ERISA.

Plan Year

The period following the effective date of the Plan and each subsequent 12-month period this Plan remains in force.

**Prescription Drug** 

A drug approved by the FDA for use only as prescribed by a provider properly authorized to prescribe that drug

Preventive Health Care Services The covered services that are listed and covered in this Schedule as shown under the Preventive Health Care Services and/or Preventive Contraceptive Methods and Counseling for Women sections of the Benefit Schedule.

To comply with the ACA, and in accordance with the recommendations and guidelines, plans shall provide In-Network coverage for all of the following:

- 1. Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations (USPSTF).
- 2. Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention.
- 3. Comprehensive guidelines for infants, children, and adolescents supported by the Health Resources and Services Administration (HRSA).
- 4. Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Provider

A health care professional, physician, clinic, or facility licensed, certified, or otherwise qualified under applicable state law to provide health care services to you.

Qualifying Payment Amount The calculation for this amount is to be determined in accordance with the applicable federal regulation. Call Customer Service for further information.

Recognized Amount

With respect to an item or service furnished by a non-participating provider, except for non-participating air ambulance services:

1. Subject to clause (iii), in the case of such item or service furnished in a state that has in effect a law that determines the amount to be paid for such item or service;



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

Reconstructive

Medically necessary surgery to restore or correct:

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

Rehabilitative Care

Skilled restorative service that is rendered for the purpose of maintaining and improving functional abilities, within a predictable period of time, (generally within a period of six months) to meet your maximum potential ability to perform functional daily living activities. Not considered rehabilitative care are: skilled nursing facility care; home health services; chiropractic services, speech, physical and occupational therapy services for chronic medical conditions, or long-term disabilities, where progress toward such functional ability maintenance and improvement is not anticipated.

Residential Treatment Facility

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

**Routine Patient Costs** 

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

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

Sickness

Presence of a physical or mental illness or disease.

Skilled Care

Nursing or rehabilitation services requiring the skills of technical or professional medical personnel to provide care or assess your changing condition. Long-term dependence on respiratory support equipment does not in and of itself define a need for skilled care.

Skilled Nursing Facility

A Medicare licensed bed or facility (including an extended care facility, a long-term acute care facility, a hospital swing-bed, and a transitional care unit) that provides skilled care.

Specialist

Providers other than those practicing in the areas of family practice, general practice, internal medicine, OB/GYN or pediatrics.



**Specialty Drugs** 

Injectable and non-injectable prescription drugs, as determined by the Plan Administrator, which have one or more of the following key characteristics:

- Frequent dosing adjustments and intensive clinical monitoring are required to decrease the potential for drug toxicity and to increase the probability for beneficial outcomes;
- 2. Intensive patient training and compliance assistance are required to facilitate therapeutic goals;
- 3. There is limited or exclusive product availability and/or distribution;
- 4. There are specialized product handling and/or administration requirements; or
- 5. Are produced by living organisms or their products.

Stabilize. To

With respect to an emergency medical condition, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an emergency condition involving a pregnant woman who is having contractions, to deliver (including the placenta).

Third Party Administrator (TPA) Gravie Administrative Services.

**Telemedicine** 

Care provided by designated participating providers performed without physical face to face interaction, but through electronic (including telephonic) communication allowing evaluation, assessment and the management of health care services that leads to a treatment plan provided by a participating provider who is a licensed physician or a participating provider who is a qualified licensed health care professional. A list of telemedicine participating providers may be obtained by calling Customer Service or by checking the Gravie website at <a href="https://member.gravie.com">https://member.gravie.com</a>.

For purposes of this, a participating provider who contracts to be a designated telemedicine care participating provider shall not be treated or construed as performing telehealth and/or virtual visit at a distant site.

**Transplant Services** 

Transplantation (including retransplants) of the human organs or tissue, including all related post-surgical treatment and drugs and multiple transplants for related care.

**Urgent Care Center** 

A health care facility whose primary purpose is to offer and provide immediate, short-term medical care for minor immediate medical conditions not on a regular or routine basis.

Usual and Customary Amount The average amount for each covered service or supply that by discretion of the Plan Administrator is customary in the geographic area in which the health care service is provided.

Vocational Rehabilitation

Health care services for a covered person designed to obtain or regain skills or abilities beyond those activities of daily living, including but not limited to, a device or an enhanced device or service requested or needed to enable the covered person to perform activities for an occupation.