

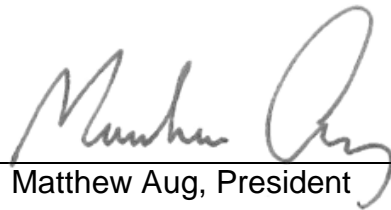
# ***COX HEALTH SYSTEMS INSURANCE COMPANY***

## **Individual Health Plan EPO Policy**

### **10-DAY RIGHT TO EXAMINE AND RETURN THIS POLICY**

Please read this Policy. If you are not satisfied, return it to us within 10 days after you receive it. All Premiums paid will be refunded. This Policy will then be void from its start as if no contract had been issued.

Signed for Cox Health Systems Insurance Company by:



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Matthew Aug, President



**COX HEALTHPLANS**  
CoxHealth

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## **SECTION 1. INTRODUCTION**

Welcome to Cox Health Systems Insurance Company! We are pleased to provide Health Insurance coverage for you and your family. As a Member of Cox Health Systems Insurance Company, you will have access to one of the largest comprehensive healthcare systems in Southwest Missouri.

This book is referred to as the Individual Health Plan Policy (Policy). The Policy is regulated by the State of Missouri and is the legal document between Cox HealthPlans ("CHP", "the Plan", "we", "us", "our") and the Policyholder to provide Benefits to Covered Persons ("you", "your"), subject to the terms, conditions, exclusions and limitations of the Policy. This Policy is issued on the basis that the answers to all questions and the information shown within the Individual Application for Health Insurance and any addendums signed by the Applicant are correct and complete; and payment of the required monthly Premiums is current.

Please read this Policy carefully, and refer to it when you require medical services. The Policy explains many of the rights and responsibilities between you and Cox Health Systems Insurance Company. It also describes how to get medical care, what health services are covered and not covered, and what portion of the health care costs you will be required to pay. Reading just one or two sections may not give you the full, accurate description of your coverage. You are responsible for knowing the terms and conditions of your Plan. This Policy overrides and replaces any Policy previously issued to you. The coverage described within this Policy represents the specific Benefit plan selected by you. This document and any other endorsements, Amendments or Riders attached form the entire Contract under which Covered Services are available under your health care Plan. Many words used throughout this Policy have special meanings. If the word or phrase was not explained in the text where it appears, it may be defined in the "Definitions" section. To assist you in identifying the defined terms, these words or phrases are capitalized as they appear throughout the document; for example the term "Member" is capitalized throughout this document as a word defined in the "Definitions" section. Please refer to these definitions to better understand your Plan.

If you have any questions about your coverage, please call the Member Services telephone number printed on your Identification (ID) Card, or access information by visiting [www.coxhealthplans.com](http://www.coxhealthplans.com). Non-English-speaking Members can contact the same Member Services telephone number printed on the back of the ID Card to connect to a language line services interpreter. Our Member Service representatives are trained to make the connection to provide clear access to Benefits information.

Should this Policy be purchased outside the Exchange, then any and all references to Exchange or Marketplace are not applicable.

## **SECTION 2. MEMBER RIGHTS & RESPONSIBILITIES**

**Cox HealthPlans is committed to administering fair practices and does not apply discriminatory enrollment processes, benefit designs, or benefit determinations.**

### **WE WILL NOT DISCRIMINATE AGAINST ANY PERSON ON THE BASIS OF:**

- race, color, national origin, or
- age, sex, religion, marital status, gender identity, sexual orientation, or
- present or predicted Disability, or
- health status or conditions including expected length of life, degree of medical dependency, quality of life or other health conditions, health care needs, previous medical information, genetic information, or other status such as a victim of violence, or receipt of public assistance.

### **AS A MEMBER, YOU HAVE THE RIGHT TO:**

- Receive information about the organization and its services, practitioners and Providers, and Member rights and responsibilities.
- Be treated with respect and recognition of your dignity and right to privacy.
- Participate with practitioners in making decisions about your health care.
- A candid discussion of appropriate or Medically Necessary treatment options for your conditions, regardless of cost or Benefit coverage.
- Voice complaints or appeals about the organization or the care it provides.
- Make recommendations regarding the organization's Member rights and responsibilities policy.
- Receive the Benefits to which you are entitled under your Individual Health Plan Policy (Policy) and Schedule of Benefits.
- Access wellness information to help you maintain a healthy lifestyle.
- Designate or authorize another party to act on your behalf, regardless of whether you are physically or mentally incapable of providing consent.
- Privacy and confidential handling of your information. Cox HealthPlans is committed to protecting the confidentiality and security of health information. A complete privacy statement is provided on an annual basis. It is also accessible at any time on our website at [www.coxhealthplans.com](http://www.coxhealthplans.com).

### **AS A MEMBER, YOU HAVE THE RESPONSIBILITY TO:**

- Supply information (to the extent possible) that the organization and its practitioners and Providers need in order to provide care.
- Follow plans and instructions for care that you have agreed to with your practitioners.
- Understand your health problems and participate in developing mutually agreed-upon treatment goals, to the degree possible.
- Present your current ID Card each time you receive a medical/pharmaceutical service.
- Use Providers who will provide or coordinate your total health care needs, and to maintain an ongoing patient-Physician relationship.
- Provide timely, accurate, and complete information to us about other health care coverage and/or insurance Benefits you may carry as it pertains to your Plan.
- Understand how to access care in routine, Emergency, and Urgent situations; and to know your health care Benefits as they relate to out-of-area coverage, Deductible/ Co-insurance/ Co-payments, etc.
- Keep appointments for care and give reasonable notice of cancellations.
- Be considerate of other Members, Providers, and our staff.
- Read and understand your Policy and Schedule of Benefits and other materials from us concerning your health Benefits.
- Inform us of changes affecting your coverage including but not limited to your name, address, telephone number, and family status.
- Call our Member Services Department upon the birth of a child, adoption or other special enrollee provisions so that we may assist you in the procedures necessary to add family Members to the Plan. The

“Eligibility, Enrollment, Effective Date” section in this document defines the necessary timelines to ensure coverage.

- Know your Provider Network and verify the Provider’s status at your time of service.
- Contact our Member Services Department when you have a question concerning your coverage or experience a problem.
- Know the limitations and exclusions of your Policy.
- Follow up with your Provider to verify Preauthorization obtained as required by this Policy.

## SECTION 3. HOW TO OBTAIN SERVICES

### THIS IS A NETWORK – ONLY PLAN

Services that are not obtained from an In-Network Provider or that are not Authorized Services will be considered an Out-of-Network Service. This Plan does not provide benefits for any services you receive from an Out-of-Network Provider except:

- Emergency Care, Urgent Care, Emergency ambulance services
- Two sessions per year for the purpose of diagnosis or assessment of mental health
- Care that we approve as an Authorized Service.

In-Network Providers include Physicians, Hospitals, and other health care facilities. Check the provider directory available at [www.coxhealthplans.com](http://www.coxhealthplans.com), or call the number on your ID Card to determine if a Provider is In-Network.

No benefits are payable unless the Covered Person receives services from an In-Network Provider, except in the case of initial treatment and stabilization of a Medical Emergency, as indicated below under “Special Circumstances”.

Benefits are provided only for those services that are Medically Necessary as defined within this Plan and for which the Covered Person has benefits. The fact that a Physician prescribes or orders a service does not, in itself, mean that the service is Medically Necessary or that the service is a Covered Service. Consult this Plan document or contact us if you have any questions regarding whether services are covered.

### PROVIDER NETWORK

In-Network Providers are the key to providing and coordinating your health care services. The Plan has entered into contracts with a Network of Providers to provide medical services at a reduced cost. Covered Expenses for In-Network Providers are based on our Negotiated Rate. In-Network Providers have agreed not to charge more than our Negotiated Rates for Covered Services. In-Network Providers may charge the Covered Person for services that are not Covered Services by the Plan.

Services obtained from an Out-of-Network Provider are not Covered Services, except for Emergency Services, (including those provided by an Urgent Care facility), ambulance services, and mental health including two sessions per year for the purpose of diagnosis or assessment of mental health; or as an Authorized Service. Contact us to verify if Preauthorization is required.

In-Network Providers include other professional Providers, Hospitals, and other facility Providers who contract with us to perform services for you. Providers include general practitioners, internists, family practitioners, pediatricians, obstetricians & gynecologists, geriatricians or other In-Network Providers as allowed by the Plan.

- You will not be required to file any Claims for services you obtain directly from Network Providers. Network Providers will seek compensation for Covered Services rendered from us and not from you except for approved Deductibles, Co-insurance and/or Co-payments. You may be billed by your Network Provider(s) for any Non-Covered Services you receive or when you have not acted in accordance with this Policy.
- Services provided by Out-of-Network Ancillary (non-facility) providers may be considered Out-of-Network even if provided at an In-Network facility.
- Be sure to check with the Provider prior to an appointment to verify that the Provider is currently contracted with Cox HealthPlans.

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### HOW TO FIND A PROVIDER IN THE NETWORK

There are three ways you can find out if a Provider or Facility is in the Network for this Plan. You can also find out where they are located.

- You may refer to your Plan’s directory of In-Network Providers at [www.coxhealthplans.com](http://www.coxhealthplans.com) which lists the doctors, Providers, and Facilities that participate in this Plan’s Network.

- Call our Member Services Department to ask for a list of doctors and Providers that participate in this Plan's In-Network, based on specialty and geographic area.
- Check with your doctor or Provider.

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## **SPECIAL CIRCUMSTANCES**

Covered Expenses for the services of an Out-of-Network Provider will be paid according to the In-Network Provider benefit schedule in certain circumstances as provided below:

- Hospital Emergency Services: Emergency Services for an Emergency Medical Condition will be paid at the In-Network Provider benefit schedule. Once the patient is stabilized and his/her condition permits transfer to an In-Network Hospital, services of an Out-of-Network Hospital will no longer be covered.
- Physician or other Provider Emergency Services: Covered Expenses will be paid at the In-Network Provider benefit schedule for the initial care of an Emergency Medical Condition.

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## **NETWORK EXCEPTION**

If Medically Necessary Covered Services are not available through In-Network Physicians or In-Network Providers, we will, upon the request of an In-Network Provider:

- Allow Referral to an Out-of-Network (Non-Participating) Provider; and
- Fully reimburse the Out-of-Network (Non-Participating) Provider at the Usual and Customary rate or at an agreed rate.

Prior to denying a request for referral to an Out-of-Network (Non-Participating) Provider, CHP must provide for a review conducted by a specialist of the same or similar type of specialty as the Physician or Provider to whom the referral is requested.

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## **CONTINUITY OF CARE**

There may be instances in which your PCP or In-Network specialist ceases to be an In-Network Physician. In such cases, you may select a new PCP or In-Network specialist to continue receiving Covered Services. However, in special circumstances you may be able to continue seeing your PCP or In-Network specialist, even though he or she is no longer affiliated with CHP.

Continuity of Care allows you to receive services at In-Network coverage levels if your PCP is leaving the Network and you are receiving "Active treatment" for a condition which includes:

- An ongoing course of treatment for a life-threatening condition.
- An ongoing course of treatment for a serious acute condition, (examples include chemotherapy, radiation therapy and post-operative visits).
- The second or third trimester of pregnancy and through the postpartum period.
- An ongoing course of treatment for a health condition for which the physician or health care Provider attests that discontinuing care by the current physician or Provider would worsen your condition or interfere with anticipated outcomes.

In these cases, you may be able to continue seeing that Provider until treatment is complete, or for 90 days, whichever is shorter. If you wish to continue seeing the same Provider, you or your doctor should contact Member Services for details. Such continuity of care must be approved in advance by CHP; and your doctor must agree to accept our reimbursement rate, and to abide by CHP's policies and procedures and quality assurance requirements. Any decision by us regarding a request for Continuity of Care is subject to the Grievance Process. There may be additional circumstances where continued care by a Provider who ceases to be a Network Provider will not be available, such as when the Provider loses his/her license to practice or retires.

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**RELATIONSHIP OF PARTIES (PLAN – IN-NETWORK PROVIDERS)**

The relationship between the Plan and In-Network Providers is an independent contractor relationship. In-Network Providers are not agents or employees of the Plan, nor is the Plan, or any employee of the Plan, an employee or agent of In-Network Providers.

The Plan shall not be responsible for any Claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by a Member while receiving care from any Network Provider or in any Network Provider's facilities. To be an informed consumer it is important for you to know what services are covered under this Policy. At times, a Network Provider may recommend that you obtain services that are not covered under this Policy. If you agree with the Network Provider to continue the services, you will be held liable for the actual charges of all such Non-Covered Services.

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**NOT LIABLE FOR PROVIDER ACTS OR OMISSIONS**

The Plan is not responsible for the actual care you receive from any person. This Policy does not give anyone any claim, right, or cause of action against the Plan based on the actions of a Provider of health care, services or supplies. We and our Providers are independent entities contracting with each other for the sole purpose of carrying out the provisions of this Policy. We will not be liable for any act or omission of any Provider or any agent or employee of a Provider. Network Physicians maintain the Physician-patient relationship with Members and are solely responsible to Members for medical services they provide.

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**IDENTIFICATION CARD**

When you receive care, you must show your Identification (ID) Card. Only a Member who has paid the Premiums under this Policy has the right to services or Benefits under this Policy. If anyone receives services or Benefits to which he/she is not entitled to under the terms of this Policy, he/she is responsible for the actual cost of the services or Benefits.



## **SECTION 4. HEALTH CARE MANAGEMENT**

Health Care Management is included in your health care Benefits to encourage you to seek quality medical care on the most cost-effective and appropriate basis. Health Care Management is a process designed to promote the delivery of cost-effective medical care to Members by reviewing the use of appropriate procedures, setting (place of service), and resources through Case Management and through Preauthorization review requirements.

Other types of reviews may be conducted prospectively (Prospective Review), concurrently (Concurrent Review), or retrospectively (Retrospective Review).

If you have any questions regarding Health Care Management or to determine which services require Preauthorization, call the telephone number on your ID Card, or send to Fax numbers: (417) 269-2919 / (888) 200-5230, or refer to our website: [www.coxhealthplans.com](http://www.coxhealthplans.com).

Members are entitled to receive upon request and free of charge; reasonable access to and copies of documents, records, and other information used to determine the outcome of the Member's Preauthorization request.

Your right to Benefits for Covered Services provided under this Policy is subject to certain policies, guidelines and limitations, including, but not limited to our clinical coverage guidelines, medical policy, and Health Care Management features listed in this section.

A description of each Health Care Management feature, its purpose, requirements and effects on Benefits is provided in this section.

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### **PRIMARY CARE PHYSICIAN (PCP)**

This EPO plan does not require the designation of a PCP; however we encourage you to select a PCP to assist in coordinating your care. You may choose a PCP from the Network of Participating (In-Network) Providers. To locate the most current directory of In-Network Providers, please visit our website at [www.coxhealthplans.com](http://www.coxhealthplans.com).

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### **SPECIALISTS**

Your PCP is important to the coordination of your care. While this Plan does not require referrals to visit specialists, it is very important that you work with your PCP to help manage your care and keep your PCP informed of all your health care needs. Please be aware that obtaining a referral is not itself a guarantee of payment for services.

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### **CLINICAL COVERAGE GUIDELINES**

Our clinical coverage guidelines such as medical policy, preventive care clinical coverage guidelines, Preauthorization review guidelines, concurrent review guidelines, and retrospective review guidelines reflect the standards of practice and medical interventions identified as reflecting appropriate medical practice. The purpose of clinical coverage guidelines is to assist in the interpretation of Medical Necessity. However, the Policy takes precedence over the clinical coverage guidelines. Medical technology and standards of care are constantly changing and we reserve the right to review and update the clinical coverage guidelines periodically, including but not limited to Experimental and Investigational determinations.

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### **PREAUTHORIZATION**

Preauthorization is a Health Care Management feature that requires a Plan Approval be obtained from us before incurring expenses for certain Covered Services. Our procedures and timeframes for making decisions for Preauthorization requests differ depending on when the request is received and the type of service that is the subject of the Preauthorization request, and the completeness of records submitted by the requesting party.

Your Primary Care Physician and other In-Network Providers have been provided detailed information on services which require Preauthorization.

**Important note:** Even if a Hospital is an In-Network Provider for other services, it may not be an In-Network Provider for CAR-T (chimeric antigen receptor therapy), new breakthrough/novel therapies, drugs or procedures. Please be sure to contact us to determine which Hospital is a designated Network Provider.

- If a criterion is met and you are approved for service by the Plan’s medical management team, CAR-T, other breakthrough therapy or drug service must be performed by the Plan’s designated Provider. The designated Provider will include Hospital, clinic, and staff that are authorized through special certification as required by the FDA (U.S. Food & Drug Administration). The designated provider has participated in the initial clinical trials of the therapy. They are authorized to provide the services and include elements to assure safe use (ETASU).
- Any requests for CAR-T, new breakthrough/novel therapies, drugs or procedures from a Provider other than the designated In-Network Provider may be declined.

## PREAUTHORIZATION PROCEDURES

Preauthorization is required for certain Covered Services as determined by the Plan. Coverage is subject to eligibility and Benefits remaining at the time services are rendered. The Plan has the right to request and obtain whatever medical information it considers necessary to determine whether the service is a Covered Benefit. Your ID Card displays the telephone number to call to seek Preauthorization.

Any new, additional, or extended services not covered under the original authorization will be covered only if a new authorization is obtained. All services identified in this document are subject to all of the terms, conditions, exclusions, and limitations of the Plan.

An up to date Preauthorization List is available by contacting the Plan at the telephone number listed on your ID card or by visiting the Plan’s website. If there is any question concerning the procedures that require Preauthorization, contact Member Services at the phone number listed on your ID Card.

### WHO IS RESPONSIBLE FOR PREAUTHORIZATION

Typically, In-Network Providers know which services require Preauthorization and will get any Preauthorization when needed or ask for a Predetermination, even though it is not required. Your Primary Care Physician and other In-Network Providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering Provider, Facility or attending doctor (“requesting Provider”) will get in touch with us to ask for a Preauthorization or Predetermination review. However, you may request a Preauthorization or Predetermination, or you may choose an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 Years of age or older. The table below outlines who is responsible for Preauthorization and under what circumstances.

Network Status	Responsible Party	Guidelines
In-Network (Participating)	The Provider	The Provider must get Preauthorization when required.
Out-of-Network (Non-Participating)	Member	Member has no benefit coverage for an Out-of-Network Provider unless: <ul style="list-style-type: none"> <li>▪ The Member gets approval to use an Out-of-Network Provider before the service is given; or</li> <li>▪ The Member requires an Emergency Care admission (see note below).</li> </ul> Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and/or setting is found not to be Medically Necessary.

Note: Preauthorization is not required to receive Emergency Care. For Emergency Care admissions, you, your authorized representative, or doctor must tell us within 48 hours of the admission or as soon as possible.

## **CASE MANAGEMENT (INCLUDES DISCHARGE PLANNING)**

Case Management is a health care management feature designed to promote the most appropriate and cost effective care setting. This feature allows us to customize your Benefits by approving otherwise Non-Covered Services or arranging an earlier discharge from an Inpatient setting for a patient whose care could be safely rendered in an alternate care setting.

## **PROCEDURES FOR UTILIZATION REVIEW DECISIONS, MAKING, NOTIFICATION:**

1. The Plan will maintain written procedures for making Utilization Review decisions and for notifying Members and Providers acting on behalf of Members of its decisions. For purposes of this section, "Member" includes the representative of a Member.
2. For initial determinations the Plan will make the determination within 36 hours which shall include one working day of obtaining all necessary information regarding a proposed admission, procedure, or service requiring a review determination. For purposes of this section, "necessary information" includes the results of any face-to-face clinical evaluation or Second Opinion that may be required.
3. In the case of a determination to certify (authorize) an admission, procedure or service, the Plan will notify the Provider rendering the service by telephone or electronically within 24 hours of making the initial certification, and provide written or electronic confirmation of the telephone notification to the Member and the Provider within two working days of making the initial certification.
4. In the case of an Adverse Determination, the Plan will notify the Provider rendering the service by telephone or electronically within 24 hours of making the Adverse Determination; and shall provide written or electronic confirmation of the telephone notification to the Member and the Provider within one working day of making the Adverse Determination.
5. For concurrent review determinations, the Plan will make the determination within one working day of obtaining all necessary information.
6. In the case of determination to certify (authorize) an extended stay or additional services, the Plan will notify by telephone the Provider rendering the service within one working day of making the certification, and provide written or electronic confirmation to the Member and the Provider within one working day after the telephone notification. The written notification shall include the number of extended days or next review date, the new total number of days or services approved, and the date of admission or initiation of services.
7. In the case of Adverse Determination, the Plan will notify by telephone or electronically the Provider rendering the service within 24 hours of making the Adverse Determination, and provide written or electronic notification to the Member and the Provider within one working day of the telephone notification. The service shall be continued without liability to the Member until the Member has been notified of the determination.
8. For retrospective review determinations, the Plan will make the determination within 30 working days of receiving all necessary information. The Plan will provide notice in writing of our determination to a Member within 10 working days of making the determination.
9. A written notification of an Adverse Determination shall include the principal reason or reasons for the determination, the instructions for initiating a Grievance or reconsideration of the determination, and the instructions for requesting a written statement of the clinical rationale, including the clinical review criteria used to make the determination. The Plan will provide the clinical rationale in writing for an Adverse Determination, including the clinical review criteria used to make that determination to any party who received notice of the Adverse Determination and who requests such information.
10. The Plan has written procedures to address the failure or inability of a Provider or a Member to provide all necessary information for review. In cases where the Provider or Member will not release necessary information, the Plan may deny certification of an admission, procedure, or service.
11. In a case involving an initial determination or a concurrent review determination, the Plan will give the Provider rendering the service an opportunity to request on behalf of the Member, a reconsideration of an Adverse Determination by the reviewer making the Adverse Determination.

12. The reconsideration shall occur within one working day of the receipt of the request and shall be conducted between the Provider rendering the service and the reviewer who made the Adverse Determination or a clinical peer designated by the reviewer, if the reviewer who made the Adverse Determination is not available within one working day.
13. If the reconsideration process does not resolve the difference of opinion, the Member or the Provider on behalf of the Member, may Grieve the Adverse Determination. Reconsideration is not a prerequisite to filing a Grievance or an expedited Grievance of an Adverse Determination.

## **SECTION 5. COVERED SERVICES**

### **BASIS OF COVERED BENEFITS & SERVICES:**

Services performed by an Out-of-Network Provider are not covered under this Plan except for Emergency Services including Urgent Care, Emergency ambulance services, or care that we approved as an authorized service.

No benefits are payable unless the Covered Person's coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms, conditions, limitations and exclusions of this Policy.

- The Benefits and services described below are provided by this Policy only if, and to the extent that they are:
  - Medically Necessary unless specified otherwise in this Policy;
  - Subject to the exclusions, limitations and penalties described elsewhere in this Policy,
  - Subject to Deductible/ Co-insurance/ Co-payments designated under the terms and conditions contained within this Policy and as defined in the Schedule of Benefits.
- Services are deemed to be received on the date a Covered Service is performed or furnished.
- A service that is provided as a Covered Service under a particular section of this Policy will not be considered a Covered Service under any other section of this Policy.
- If an authorized representative of the Plan authorizes the provision of a health care service, the health carrier shall not subsequently retract its certification after the health care service has been provided, or reduce payment for an item or service furnished in reliance on Plan Approval, unless:
  - Such certification is based on an act or practice that constitutes fraud, or intentional misrepresentation of material fact about the treated person's health condition or the cause of the health condition; or
  - The health Benefit Policy terminates before the health care services are provided; or
  - The Covered Person's coverage under the health Benefit Policy terminates before the health care services are provided.
- The Plan may specifically disclaim any insurance producer's authority to waive a complete answer to any question in the application, pass on insurability, make or alter any contract, or waive any of the company's other rights or requirements.

### **PREVENTIVE SERVICES**

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#### **PREVENTIVE SERVICES WILL BE COVERED PER THE FOLLOWING:**

Preventive Care services include Inpatient services, Outpatient services, and office services. Screenings and other services are generally covered as Preventive Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service. Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventive Care for that condition, but instead Benefits will be considered under the diagnostic services Benefit. Preventive Care Covered Services include:

- Services with an "A" or "B" rating and currently recommended by the U.S. Preventive Services Task Force without cost-sharing for In-Network Providers.
- If a preventive service is billed separately from an office visit, the Plan may impose cost-sharing on the office visit. Office visits together with the preventive service will require no additional cost-sharing on the visit if the primary purpose of the visit is to receive the preventive item or service.
- Preventive Services and items delivered by Out-of-Network Providers may require applicable cost-sharing (Deductible / Co-insurance / Co-payment), unless otherwise specified as permitted by state and federal guidelines.
- Additional preventive services or treatments not described in the regulations, which includes any treatment resulting from an item or service which is listed, may require cost-sharing by the Member.

- The Plan may use reasonable medical management techniques for coverage of preventive items and services to determine the frequency, timing method, treatment or setting of services as permitted by state and federal guidelines.

Preventive Services and items delivered by Out-of-Network Providers are not covered.

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### **PREVENTIVE SERVICES FOR CHILDREN & ADOLESCENTS**

- Physician office visits and laboratory tests associated with preventive checkups.
- Immunizations currently recommended by the Advisory Committee on Immunization Practices of the CDC are provided without cost-sharing. Immunizations that exceed minimum requirements of the Advisory Committee on Immunization Practices of the CDC require applicable Deductible / Co-insurance / Co-payment and apply to the maximum preventive services Benefit listed on the Schedule of Benefits.
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration.

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### **PREVENTIVE SERVICES FOR ADULT**

- All preventive care and screenings for women supported by the Health Resources and Services Administration are provided without cost-sharing.
- Immunizations currently recommended by the Advisory Committee on Immunization Practices of the CDC are provided without cost-sharing. Immunizations that exceed minimum requirements of the Advisory Committee on Immunization Practices of the CDC require applicable cost-sharing (Deductible/ Co-insurance/ Co-payments) and apply to the maximum preventive services Benefit listed on the Schedule of Benefits.

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### **PHYSICIAN SERVICES**

The Covered Person will be responsible for the appropriate Deductible/ Co-insurance/ Co-payments for any covered Physician office visit charge. Any other covered charge that occurs during or as a consequence of an office visit such as lab, radiology, treatment, facility fee and or diagnostic procedures may be subject to the applicable Deductible/ Co-insurance in addition to the Co-payment for the office visit. Please refer to your Schedule of Benefits for specific coverage.

This Plan does not require designation of a Primary Care Physician or require referrals for obstetrical or gynecological care provided by In-Network Providers who specialize in obstetrics or gynecology.

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### **PHYSICIAN SERVICES INCLUDING BUT NOT LIMITED TO:**

- Consultations for diagnostic, treatment, and follow up medical care.
- Blood pressure checks, injections, and other services without a direct attendant Physician.
- Physician fees associated with covered Surgery and appropriate level of anesthesia.
- Medically Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.
- Hospital consultations and other Physician-rendered Hospital services.
- Voluntary sterilization, including tubal ligations and vasectomies.
- Casts, splints, and dressings that are part of treatment in a Provider's office or in a Hospital Outpatient Treatment Facility.
- Home visits when Medically Necessary.

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## **INPATIENT AND OUTPATIENT SERVICES**

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### **INPATIENT HOSPITAL SERVICES**

All Inpatient admissions require Plan Approval. Preauthorization and concurrent review of an admission is required as described within the terms and conditions of the Policy. Inpatient Hospital Services include but are not limited to the following:

- Semi-private room and board accommodations.
- Private room accommodations up to the Hospital's semi-private rate when the Plan deems the private room Medically Necessary.
- Intensive Care Units and services (including specialty care units).
- Operating room and related facilities.
- General nursing services.
- Laboratory, radiologic, imaging and other diagnostic testing, drugs, medications, biologicals, anesthesia, oxygen service, and supplies.
- Respiratory therapy, radiation and chemotherapy, physical, speech, and occupational therapy.
- Administration and processing of whole blood and blood derivatives.

For an Inpatient admission following Emergency Care, including emergent childbirth/delivery services, Preauthorization is not required.

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## **AMBULANCE SERVICE**

Medically Necessary ambulance transportation is covered under the following circumstances:

- Transportation by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured; and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, and air transportation. Benefits also include Medically Necessary treatment of a sickness or Injury by medical professionals from an ambulance service, even if you are not taken to a Facility.
- Ground transportation:
  - From your home, the scene of an accident or medical Emergency to the nearest Hospital where Emergency care and treatment can be rendered;
  - Between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital;
  - Between a Hospital and a Skilled Nursing Facility or other approved Facility.
- Air or water ambulance:
  - Air and water ambulance transportation is covered for Emergency Services. Scheduled air and water ambulance transportation for other than Emergency Services must be pre-certified by the Plan based upon Medical Necessity as determined by Plan. For example;
    - from the scene of an accident or medical Emergency to a Hospital;
    - between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital;
    - between a Hospital and an approved Facility.

Important ambulance services Benefit specifications are listed below and are subject to review for Medical Necessity as determined by the Plan:

- Ambulance transportation may be covered when ordered by an Employer, school, fire, or public safety official and the Member is not in a position to refuse.
- Air ambulance transportation may be covered in situations when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger your health and your medical condition requires a more rapid transport to a Facility than the ground ambulance can provide, the Plan may cover the air ambulance. Air ambulance may also be covered if you are in an area that a ground or water ambulance cannot reach.
- Air ambulance will not be covered if you are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility), or if you are taken to a Physician's office or your home.

- Non-Emergency surface ambulance transportation will be covered when certified as Medically Necessary by Covered Person's Physician and agreed upon and approved in advance by the Plan.
- Coverage is not available for air, ground, or water ambulance transfers simply because you, your family, or your Provider prefers a specific Hospital or Physician.
- Any ambulance usage for transportation home or another place of residence such as a nursing/retirement home, or for the convenience of the Member, family, or Physician is not a Covered Service.
- Ambulance services do not include safety evacuation or medical transportation from foreign countries, even in Emergency situations.
- Ambulance services are subject to Medical Necessity reviews by us. When using an air ambulance, we reserve the right to select the air ambulance Provider. If you do not use the air ambulance Provider we select, the Out-of-Network Provider may bill you for any charges that exceed the Plan's Maximum Allowed Amount.
- The Covered Person must pay the appropriate Deductible/ Co-insurance/ Co-payments amounts as identified in the Schedule of Benefits.
- Out-of-Network Providers may bill you for any emergency medical charges that exceed the Plan's Maximum Allowed Amount.

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### **AMBULATORY SURGICAL CENTER**

Ambulatory Surgical Center services and supplies furnished in connection with a surgical procedure performed in the center.

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### **AUTISM SPECTRUM DISORDERS**

Treatment for Autism Spectrum Disorders is care prescribed or ordered for an individual diagnosed with an Autism Spectrum Disorder by a licensed Physician or licensed psychologist, including equipment Medically Necessary for such care, pursuant to the powers granted under such licensed Physician's or licensed psychologist's license, including, but not limited to:

- Psychiatric care;
- Psychological care;
- Habilitative or rehabilitative care, including applied behavior analysis (ABA) therapy;
- Therapeutic care;
- Pharmacy care.

Coverage provided is limited to Medically Necessary treatment that is ordered by the insured's treating licensed Physician or licensed psychologist, pursuant to the powers granted under such licensed Physician's or licensed psychologist's license, in accordance with a treatment plan shall be subject to a maximum Benefit per Calendar Year not less than what is required by Missouri state law.

A treatment plan may be requested and shall include the elements necessary for the health benefit plan or health carrier to pay Claims. Such elements include but are not limited to a diagnosis, proposed treatment by type, frequency and duration of treatment, and goals.

Except for Inpatient services, if an individual is receiving treatment for an Autism Spectrum Disorder, we have the right to review the treatment plan not more than once every 6 months unless we establish an agreement between the Individual's treating Physician or psychologist and find that a more frequent review is necessary. Any such agreement regarding the right to review a treatment plan more frequently shall only apply to a particular individual being treated for an Autism Spectrum Disorder and shall not apply to all individuals being treated for Autism Spectrum Disorders by a Physician or psychologist. The cost of obtaining any review or treatment plan shall be borne by us, as applicable.

Coverage provided under this section for applied behavior analysis (ABA) shall be subject to a maximum Benefit per Calendar Year not less than the dollar amount required by Missouri state law. Such maximum Benefit limit may be exceeded, upon prior approval by the Plan, if the provision of applied behavior analysis (ABA) services beyond the maximum limit is Medically Necessary for such individual.



The maximum Benefit limit per Calendar Year described above for applied behavior analysis (ABA) services does not apply to other covered Autism Benefits that may be provided under this Plan. Payments made on behalf of a covered individual for any care, treatment, intervention, service or item; the provision of which was for the treatment of a health condition unrelated to the covered individual's Autism Spectrum Disorder, shall not be applied toward any maximum Benefit established under this subsection. Any coverage required by state mandates shall not be subject to the age and dollar limitations described in this subsection.

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## **DISPOSABLE MEDICAL SUPPLIES**

Disposable medical equipment and specialty supplies required to support ongoing treatment of chronic medical conditions such as diabetes, asthma, bowel/bladder resection patients, and phenylketonuria including, but not limited to:

- Dietary formula for phenylalanine or any inherited disease of amino and organic acids.
- Total parenteral/enteral nutrition supplies.
- Needles/ syringes.
- Ostomy bags and supplies.

Glucometer supplies, blood glucose monitors, syringes, and other testing supplies are covered under the Pharmacy Services Benefit.

Equipment must be prescribed by the attending Physician for a medically appropriate use.

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## **DURABLE MEDICAL EQUIPMENT**

Durable Medical Equipment that is required to complete home recuperation is a covered Benefit upon order by your Physician and Preauthorization by the Plan.

Benefits for rental are limited up to the purchase price only. Equipment will be at a level of functionality deemed by the Plan to be appropriate to provide basic assistance to the Covered Person. Examples of covered Durable Medical Equipment include, but are not limited to: Wheelchairs and mobility assistive equipment (MAE), Hospital style beds, walkers, crutches, canes; braces (not orthodontic) which are required for post-operative or post-Injury/Illness care (over-the-counter braces and supports and braces and supports used to enhance competitive athletic endeavors are not covered); etc.

We will pay for Durable Medical Equipment in accordance with your Schedule of Benefits.

Electric wheelchairs and mobility assistive equipment (MAE) shall be covered when Medically Necessary and authorized by the Covered Person's Physician and the Plan.

- Electric wheelchairs are covered by rental cost only, the cost not to exceed the purchase price. Repairs, maintenance, and replacement of electric wheelchairs are not covered Benefits.
- The purchase of mobility assistive equipment (MAE) shall be limited to one per lifetime. If a Covered Person joins the Plan and already has a mobility assistive device, that MAE is considered the original, and a replacement MAE is not a covered Benefit. Maintenance of MAE is not a covered Benefit.

Your applicable Deductible/ Co-insurance/ Co-payments requirement will be determined as indicated in the Schedule of Benefits.

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## **EDUCATION SERVICES**

The following are education services covered by this Policy as ordered by the Covered Person's Physician.

- Educational services are covered for diabetes including:
  - Initial diabetic education classes up to 4 days for persons diagnosed with diabetes within the past 12 months from diagnosis.
  - Education class regarding the use of a newly prescribed insulin pump initiated within the 6 months of pump Prescription.
  - Education class for diabetics who have had no education in the past 5 years.

- Additional diabetic education classes may be covered with Plan Approval for changes in diabetic management (diet controlled to medication controlled, oral medication to insulin, etc.), uncontrolled diabetes, or a new diabetic complication (diabetic neuropathy/ nephropathy, etc.).
  - Diabetic Education Classes must be provided by a Hospital-based or a certified diabetic educator affiliated with a Provider.
- Nutritional counseling as adjunctive treatment for a properly diagnosed and otherwise covered metabolic disorder, excluding obesity diagnoses.
- Parent Education, assistance and training in breast or bottle-feeding, and education and services for complete childhood immunizations.
  - These services are covered only during the two minimum post discharge visits required for early maternal discharge patients.
- Asthma Education classes must be certified by the American Lung Association and taught by a Certified Asthma Education (AE-C) or be a Hospital-based program approved by the Medical Director.

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## **EMERGENCY SERVICES**

Emergency Services are provided without prior authorization, regardless of whether the Provider is a Participating Provider. Services provided by Out-of-Network Providers will be provided without regard to any other restriction other than an excluded service, or coordination of Benefits, and cost-sharing.

Should a Covered Person receive covered Emergency Services, the Covered Person will be responsible for In-Network Deductible/ Co-insurance/ Co-payments as specified in the Schedule of Benefits. Deductible/ Co-insurance/ Co-payments will include appropriate payments to the Emergency Room facility and Deductible/ Co-insurance/ Co-payments for the Emergency Room Physician. Follow-up care is not considered Emergency Care.

Should a Covered Person be admitted to an Out-of-Network facility as a result of an Emergency Service, the Covered Person will be responsible for In-Network Deductible/ Co-insurance/ Co-payments as specified in the Schedule of Benefits. Deductible/ Co-insurance/ Co-payments will include appropriate payments to Physicians and ancillary services related to the episode of care. Our Health Care Management staff will monitor an Out-of-Network admission/episode of care.

Treatment you get after your condition has stabilized is not Emergency Care. If you continue to get care from an Out-of-Network Provider, Covered Services will not be available unless we agree to cover them as an Authorized Service. At such time as the Covered Person's condition no longer meets the definition of Emergency Services as stated above and the Covered Person continues to receive treatment Out-of-Network, the Covered Person will be responsible for Out-of-Network Deductible/ Co-insurance/ Co-payments as specified in the Schedule of Benefits.

Should a Covered Person be admitted to an Out-of-Network facility as a result of an Emergency Service, the Plan must be contacted by the Covered Person, or a Covered Person's representative, within 48 hours or as soon as possible. Failure to contact the Plan will result in penalties for failure to obtain Preauthorization as required by Policy and may result in Benefit reimbursement / Covered Person responsibility being applied at the Out-of-Network level as specified in the Schedule of Benefits.

Out-of-Network Emergency Services/ admissions/ episodes of care will be reimbursed at the In-Network level by the Plan only in instances when the Covered Person's condition meets the definition for Emergency Services. When an Out-of-Network facility is used the Plan will review the condition treated to determine whether or not In-Network Benefits apply.

Out-of-Network Emergency Services Providers may bill you for any emergency medical charges that exceed the Plan's Maximum Allowed Amount.

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## **HOME HEALTH CARE BENEFITS**

Home Health Care services, as identified below, are covered if the Covered Person's Physician specifically authorizes them as being Medically Necessary and with Plan Approval; and if such services are provided in lieu of Hospitalization or a Skilled Nursing Facility. Covered Persons must be considered Homebound to receive Home

Health Care services. Services are limited to a Calendar Year maximum Benefit as shown in the Schedule of Benefits.

- Part-time or intermittent care by an RN or by an LPN;
- Part-time or intermittent home health aide services for direct patient care only;
- Physical, occupational, speech therapy by a licensed Provider;
- All to the extent they would have been covered if the person had been confined in a Hospital. Medical Supplies, drugs and medicines prescribed by a licensed Provider and lab services provided by or for a Home Health Care Provider.
- Physician home visits.
- Medical/Social Services by an MSW.
- Private Duty Nursing services provided through Home Health Care in the home setting.

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## **HOSPICE BENEFITS**

Hospice services are covered by the Policy when authorized by the Covered Person's Physician and pre-approved by the Plan. Covered Persons may participate in home health Hospice care for such illness. We will pay for Hospice service in accordance with your Schedule of Benefits. Determination of individual visits versus a per diem rate will be at the Plan's discretion and based on medical needs of the Covered Person. Hospice may be terminated if the Member's condition improves, if the Member decides to seek curative/ aggressive measures, or if the Member decides to revoke Hospice Benefits.

Individual Hospice visits include: Skilled Nursing service (by RN or LPN), home health aide, and medical social services by an MSW. All individual visits are for intermittent use only and do not cover continuous care. The following services will be included for Covered Persons covered under the per diem rate: Physicians visits, services of home health aides, nursing care (part time or intermittent), Durable Medical Equipment rental, medical social worker, Prescription Drugs (oral and rectal only and must pertain to terminal diagnosis), physical or occupational therapy, Disposable supplies, psychological and dietary counseling, and respite care. Bereavement services are available for surviving immediate family while Enrolled under the Plan for up to one year.

Intravenous medications and supplies are not covered under the Hospice Benefit but are a covered Benefit under the home health Benefit and must be pre-authorized.

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## **HUMAN ORGAN TRANSPLANTS**

Plan approved human organ transplants where the recipient is a Covered Person of this Policy and which are determined by this Plan to be Medically Necessary and are not Experimental, Investigational or for Research Purposes are covered Benefits. When a human organ or tissue transplant is provided from a living donor to a Covered Person, both the recipient and the donor may receive the Benefits of the health plan. Coverage includes prescribed post-surgical immunosuppressive Outpatient drugs required as a result of a covered transplant. Additional Covered Services include unrelated donor searches and transportation and lodging ("see Travel and Lodging").

We have specific guidelines regarding Benefits for transplant services. Contact us at the telephone number on your ID Card for information about these guidelines.

We will assist you in maximizing your Benefits by providing coverage information, including details regarding what is covered; and whether any clinical coverage guidelines, medical policies, Network Transplant Provider requirements, or Exclusions are applicable.

**Important note:** Even if a Hospital is a Network Provider for other services, it may not be a Network Transplant Provider for these services. Please be sure to contact us to determine which Hospitals are Network Transplant Providers.

- Network Transplant Provider – A Provider that has been designated as a "Center of Excellence" by us and/or a Provider selected to participate as a Network Transplant Provider by a designee. Such Provider has entered into a transplant Provider agreement to render Covered Transplant Procedures and certain

administrative functions to you for the transplant Network. A Provider may be a Network Transplant Provider with respect to certain Covered Transplant Procedures or Covered Transplant Procedures.

- The Network Transplant Provider may not be in the same geographical area in which you are located.
- Non-Network Transplant Provider – Any Provider that has NOT been designated as a “Center of Excellence” by us or has not been selected to participate as a Network Transplant Provider by a designee.

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## **LABORATORY, IMAGING, RADIOLOGICAL SERVICES**

These services are covered when the services are Medically Necessary and ordered by the Covered Person’s Physician.

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## **MENTAL HEALTH BENEFITS**

Benefits for Outpatient Mental Health/Substance Use Disorder include diagnosis and sessions with a licensed psychiatrist, licensed psychologist, licensed professional counselor, or licensed clinical social worker acting within the scope of such license and under the following standards:

- Coverage and Benefits shall be for the purpose of diagnosis or assessment, but not dependent upon findings; and
- Coverage and Benefits shall not be subject to any conditions of Plan Approval, and shall be deemed reimbursable as long as the provisions of this Benefit are satisfied.

### **OUTPATIENT TREATMENT (NONRESIDENTIAL)**

- Benefits for Outpatient Mental Health include diagnosis and sessions with a licensed psychiatrist, licensed psychologist, licensed professional counselor, or licensed clinical social worker acting within the scope of such license. Benefits are provided for Outpatient treatment, including treatment through partial or full-Day Program services for mental health services for a Mental Illness rendered by a Licensed Professional to the same extent as any other Illness based on utilization management guidelines.

### **HOSPITAL INPATIENT TREATMENT (NONRESIDENTIAL)**

- Benefit payments are provided for Hospital Inpatient treatment for a Mental Illness, at the appropriate level of care based on utilization management guidelines, to the same extent as for any other Illness.

### **RESIDENTIAL TREATMENT**

- Benefit payments are provided for Residential Treatment Programs for the therapeutic care and treatment of a Mental Illness when prescribed by a Licensed Professional and rendered in a psychiatric Residential Treatment Center licensed by the Missouri Department of Mental Health at the appropriate level of care based on utilization management guidelines to the same extent as any other Illness.

Note: Out-of-Network benefits include two office sessions per year with an Out-of-Network licensed psychiatrist, licensed psychologist, licensed professional counselor, or licensed clinical social worker acting within the scope of such license.

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## **NON-EMERGENCY OUTPATIENT HOSPITAL SERVICES**

The following services provided on an Outpatient basis are covered by the Policy when ordered by the Covered Person’s Physician.

- Outpatient Surgery
- Outpatient diagnostic laboratory, radiologic, imaging services, medications and other medical services appropriate for Outpatient Hospital services
- Outpatient endoscopic procedures
- Outpatient therapies such as physical, occupational, speech, etc.
- Voluntary sterilization, including tubal ligations and vasectomies.

Certain Outpatient procedures and/or therapies may require Preauthorization or be subject to limitations. Please refer to the Preauthorization requirements or Limitations specified in this Plan, or refer to your Schedule of Benefits.

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## **ORTHOTICS**

Orthotic devices are covered based upon Medicare coverage guidelines and when prescribed and provided by a licensed Provider. Preauthorization by the Plan is required.

Covered Orthotic devices include, but are not limited to the following:

- Cervical Orthoses
- Spinal Orthotics
- Upper limb Orthotics
- Lower limb Orthotics
- Cranioplasty banding treatment
- Cranial molding helmets

Orthopedic shoes and other supportive devices for the feet generally are not covered. However, this exclusion does not apply to such a shoe if it is an integral part of a leg brace and its expense is included as part of the cost of the brace. Also, this exclusion does not apply to therapeutic shoes furnished to diabetics.

Therapeutic shoes (depth or custom-molded) along with inserts are a Covered Service when the following criteria are met:

- Prescription by a licensed Provider, podiatrist, or other qualified Provider;
- Pre-authorized by the Plan; and
- Diagnosis of diabetes with documentation that the Covered Person has one or more of the following conditions:
  - Peripheral neuropathy with evidence of callus formation.
  - History of pre-ulcerative calluses.
  - History of previous ulceration.
  - Foot deformity.
  - Previous amputation of the foot or part of the foot.
  - Poor circulation.
- Coverage is limited to one of the following:
  - One pair of custom molded shoes (including inserts) and two additional pairs of inserts per year, or
  - One pair of extra-depth shoes (including inserts provided with such shoes) and two pairs of inserts per year.

See your Schedule of Benefits for applicable Deductible/ Co-insurance/ Co-payments.

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## **PEDIATRIC DENTAL EXPENSE BENEFITS**

Covered expenses for this Benefit include the following for Covered Dependents under the age of 19:

- Diagnostic, preventive and restorative care;
- Oral Surgery and reconstruction;
- Endodontic and periodontic care;
- Crown and fixed bridge;
- Removable Prosthetics; and
- Medically Necessary orthodontia.

### **VISIT LIMITATIONS ARE AS FOLLOWS:**

- One diagnostic exam every 6 months, beginning before age one;
- Bitewing x-rays, one set every 6 months;
- Panoramic x-rays once every three years;
- Prophylaxis every six months beginning at age 6 months;
- Fluoride three times in a 12 month period for ages 6 and under; two times in a 12 month period for ages 7 and older; three times in a 12 month period during orthodontic treatment; sealant once every three years

for occlusal surfaces only; oral hygiene instruction two times in 12 months for ages 8 and under if not billed on the same day as a prophylaxis treatment;

- Every two years for the same restoration;
- Frenulectomy or frenuloplasty covered for ages 6 and under without prior authorization;
- Root canals on permanent anterior, bicuspid and molar teeth;
- Periodontal scaling and root planing once per quadrant in a two-year period;
- Periodontal maintenance, 4 times in a 12 month period;
- Stainless steel crowns for permanent posterior teeth once every three years;
- Metal/porcelain crowns and porcelain crowns;
- Space maintainers;
- One resin based partial denture, replaced once within a three-year period;
- One complete denture upper and lower, and one replacement denture per lifetime after at least 5 years from the seat date;
- Rebasement and relining of complete or partial dentures once in a three-year period, if performed at least 6 months from the seating date;
- Intravenous conscious sedation/analgesia;
- Therapeutic drug injection; and
- Post-Surgical Services for the treatment of complications or unusual circumstances.

See your Schedule of Benefits for applicable Deductible/ Co-insurance/ Co-payments.

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## **PROSTHETIC DEVICES**

Prosthetics are covered upon meeting Policy requirements.

- All Prosthetics require the Covered Person's Physician's authorization and advance Plan Approval.
- Permanently implanted Prosthetic devices that are not Experimental and are generally and customarily available are covered except dental.
- Prosthetics that are primarily for cosmetic purposes, but serve to replace a body part removed due to Injury or Illness are covered.
- Internal breast prosthesis as a result of a mastectomy shall be covered as specified in the Special Provisions subsection. External breast prostheses shall be covered upon initial placement and replacement due to ordinary wear and tear.
- Wigs needed after cancer treatment are covered to include one wig per Calendar Year.
- External Prosthetic devices required to assist in the activities of daily living (artificial hands, arms, feet, legs, and eyes) include the fitting and necessary adjustments. These Prosthetics must be recommended by a multidisciplinary rehabilitation team and require advance Plan Approval.
- Additional revisions or adjustments may be made based on Medical Necessity and are subject to advance Plan Approval. Revisions or adjustments are Non-Covered if damage results from negligence or abuse of the Prosthetic device by Covered Person or Covered Dependents.
- If a Covered Person does not have the ability or potential to ambulate or transfer safely with or without assistance and prosthesis does not enhance his quality of life or mobility, he does not meet the criteria for coverage of an external Prosthetic device.
- Covered Prosthetic devices are not defined as Durable Medical Equipment.

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## **REHABILITATION/HABILITATION & THERAPY BENEFITS**

Rehabilitation/Habilitation Benefits are covered on a short-term basis. The categories of Rehabilitation/Habilitation Services listed below must be Medically Necessary and that said treatment(s) will result in measurable, consistent, and significant improvement in the Covered Person's condition during the period of coverage described below. Associated fees shall be limited to a Calendar Year maximum Benefit as shown in the Schedule of Benefits.

- Physical therapy services including pool therapy, aquatic therapy, or hydrotherapy by a Physician or physical therapist for physical therapy modalities that require direct one-on-one patient contact.
- Occupational therapy services.
- Speech therapy services. (Preauthorization by Policy is required for coverage.).
- Cardiac Rehabilitation Therapy.
- Pulmonary Rehabilitation Therapy.
- Other Therapy Services: Medically Necessary chemotherapy, dialysis treatments, inhalation therapy, and radiation therapy (including the professional fee for each of these therapies) are covered Benefits.

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## **SKILLED NURSING SERVICES**

Skilled Nursing Services are limited to those that are Medically Necessary and are not for Custodial Care. The services must be authorized by the Covered Person's Physician and approved in advance by the Plan. The care must be provided in a licensed Skilled Nursing Facility, by a licensed Home Health Agency, or by another licensed Provider for transitional care of an Injury or Illness or for care which otherwise would require confinement in a Hospital. Skilled Nursing Services may also be utilized upon Plan Approval if the care is Medically Necessary and can be used in lieu of Hospital admission. Services limited to a Calendar Year maximum Benefit as shown in the Schedule of Benefits.

### **SKILLED NURSING BENEFITS:**

- Semi-private room and board accommodations (private accommodations will be covered when deemed Medically Necessary by the Plan).
- General nursing care provided by or under the supervision of a Registered Nurse.
- Drugs, biologicals, supplies, equipment, and services that are Medically Necessary to provide Skilled Nursing Care services and which are ordered by the attending Physician and authorized by the Covered Person's Physician.

### **DURATION OF BENEFITS:**

A Covered Person is eligible for Skilled Nursing Care services only for the time period for which these services are Medically Necessary and appropriate, and for services that do not constitute Custodial Care. Covered Person will be financially responsible for any continued Skilled Nursing Care expenses after the Plan has determined that the services are no longer a covered Benefit.

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## **SUBSTANCE USE DISORDERS**

### **OUTPATIENT TREATMENT (NONRESIDENTIAL)**

Benefit payments are provided through a Nonresidential Treatment Program or through partial or full-Day Program Services based on utilization management guidelines, to the same extent as for any other Illness.

### **HOSPITAL INPATIENT TREATMENT (NONRESIDENTIAL)**

Benefit payments are provided for Hospital Inpatient treatment for Chemical Dependency at the appropriate level of care based on utilization management guidelines to the same extent as for any other Illness.

### **RESIDENTIAL TREATMENT PROGRAM**

Benefits based on utilization management guidelines, to the same extent as for any other Illness.

### **MEDICAL OR SOCIAL SETTING DETOXIFICATION**

Benefits provided based on utilization management guidelines, to the same extent as for any other Illness.

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## **TRAVEL AND LODGING**

The Plan will provide assistance with reasonable and necessary travel expenses as determined by us when you obtain Plan Approval and are required to travel more than 75 miles from your residence to reach the facility where Your Covered Transplant Procedure will be performed. Our assistance with travel expenses includes transportation to and from the facility and lodging for the patient and one companion. If the Member receiving treatment is a minor, then reasonable and necessary expenses for transportation and lodging may be allowed for

two companions. The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to us when Claims are filed. Contact us for detailed information.

For lodging and ground transportation Benefits, we will provide a maximum Benefit up to the current limits set forth in the Internal Revenue Code, published in IRC 213(d)(2)(B) and [www.irs.gov](http://www.irs.gov).

**NON-COVERED SERVICES FOR TRANSPORTATION AND LODGING INCLUDE, BUT ARE NOT LIMITED TO:**

- Child care,
- Mileage within the medical transplant facility city,
- Rental cars, buses, taxis, or shuttle service, except as specifically approved by us,
- Frequent Flyer miles,
- Coupons, Vouchers, or Travel tickets,
- Prepayments or deposits,
- Services for a condition that is not directly related, or a direct result, of the transplant,
- Telephone calls,
- Laundry,
- Postage,
- Entertainment,
- Interim visits to a medical care facility while waiting for the actual transplant procedure,
- Travel expenses for donor companion/caregiver,
- Return visits for the donor for a treatment of a condition found during the evaluation.
- Certain Human Organ and Tissue Transplant Services may be limited. See the Schedule of Benefits.
- Immunizations for travel related to work or pleasure are Non-Covered Services.
- Air Ambulance Services outside the Continental United States except in Emergency situations as approved by the Plan.

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**URGENT CARE**

Urgently needed services that are required in order to prevent serious deterioration of your health are covered Benefits. If radiology and other diagnostics services are provided and billed separately from the Urgent Care Center, additional Deductible/ Co-insurance/ Co-payments may apply.

Out-of-Network Emergency / Urgent care services will be reimbursed at the In-Network level by the Plan only in instances when the Covered Person's condition meets the definition for Emergency Services. When an Out-of-Network facility is used the Plan will review the condition treated to determine whether or not In-Network Benefits apply.

Out-of-Network Emergency Services Providers may bill you for any emergency medical charges that exceed the Plan's Maximum Allowed Amount.

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**VISION: PEDIATRIC VISION BENEFITS**

The Benefits provided under Pediatric Visions provisions apply to individuals 19 years of age or younger only. We do not cover vision services for individuals over the age of 19.

**BENEFITS INCLUDE:**

- Exams: One eye examination each Calendar Year including routine new and established patient exams and ophthalmologic exam with refraction.
- Eyeglasses: One pair of standard eyeglass lenses or contact lenses each Calendar Year (contact lens Benefit available in lieu of eyeglasses)
  - Eyeglass Lens Benefit includes coverage for single, conventional lined bifocal, conventional lined trifocal, lenticular, and polycarbonate Prescription lenses with scratch resistance coating. Lenses include choice of glass or plastic lenses, all lens powers (single vision, bifocal, trifocal, lenticular), fashion and gradient tinting, oversized and glass-grey #3 Prescription sunglass lenses.



- Coverage is also included for optional types of lenses including ultraviolet protective coating, blended segment lenses, intermediate vision lenses, standard and Premium progressives, photochromic glass lenses, plastic photosensitive lenses, polarized lenses, standard, Premium and ultra anti-reflective coating, and hi-index lenses.
- Includes One “standard frame” every other Calendar Year. We consider a “standard frame” to be one that does not exceed the price of \$130.
- Frames in excess of this amount are considered to be purchased for cosmetic reasons and are Not Covered. However, a Medically Necessary frame that exceeds \$130 could be covered but requires prior authorization from us and must meet our guidelines.
- Medically Necessary Contact Lenses: Contact lenses may be determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. In general, contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be Medically Necessary in the treatment of the following conditions: Keratoconus, Pathological Myopia, Aphakia, Anisometropia, Aniseikonia, Aniridia, High Ametropia, Corneal Disorders, Post-traumatic Disorders, Irregular Astigmatism. Medically Necessary contact lenses are dispensed in lieu of other eyewear. Participating Providers will obtain the necessary Preauthorization for these services.
- Low Vision: Low vision is a significant Loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for our Members with low vision. After Preauthorization, covered low vision services (both in- and Out-of-Network) will include one comprehensive low vision evaluation every 5 years, to the Benefit levels required by Federal mandates, including items such as high-power spectacles, magnifiers and telescopes; and follow-up care – four visits in any five-year period. Participating Providers will obtain the necessary Preauthorization for these services.

## **SPECIAL PROVISIONS REQUIRED BY LAW**

### **ADOPTED CHILDREN**

Adopted children are provided health care coverage on the same basis as other dependents as described within the “Eligible Dependents” portion of the “Eligibility, Enrollment, Effective Date” Section.

### **APPLIED BEHAVIOR ANALYSIS (ABA)**

Coverage is provided as outlined in the “Autism Spectrum Disorders” portion of the “Covered Services” Section.

### **BREAST CANCER TREATMENT BY DOSE-INTENSIVE CHEMOTHERAPY/AUTOLOGOUS BONE MARROW TRANSPLANTS**

Policy shall offer coverage for the treatment of breast cancer by dose-intensive chemotherapy/autologous bone marrow transplants or stem cell transplants when performed pursuant to nationally accepted peer review protocols. Service shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than any other health care service provided by the Policy.

### **CANCER SCREENINGS**

Benefits related to cancer screening Benefits including examinations and tests are covered and subject to the same dollar limits, Deductible, and Co-payments as other covered Benefits or services.

- A pelvic examination and Pap smear for any non-symptomatic woman in accordance with the current American Cancer Society guidelines;
- A prostate examination and laboratory tests for cancer for any nonsymptomatic man in accordance with the current American Cancer Society guidelines; and
- A colorectal cancer examination and laboratory tests for cancer for any nonsymptomatic person in accordance with the current American Cancer Society guidelines.

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## **CHILD COVERAGE, DISCRIMINATION PROHIBITED**

A child will not be denied coverage because of marital status of parents, residence or income tax dependency Claim including the following:

- The child was born out of wedlock; or
- The child is not Claimed as a Dependent on the parent's federal income tax return; or
- The child does not reside with the parent or in the insurer's Service Area.

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## **CHILDHOOD IMMUNIZATIONS**

Coverage is provided for immunizations of a child from birth to 5 years of age in accordance with Missouri Department of Health and Senior Services regulations without a Deductible or Co-pay limits, and as outlined in the Preventive Services Section.

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## **CHILD HEALTH SUPERVISION**

- The "Child Health Insurance Reform Plan" provides Child Health Supervision as follows: The term "Child health supervision services" means the periodic review of a child's physical and emotional status by a Physician or pursuant to a Physician's supervision. A review shall include a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations and laboratory tests in keeping with prevailing medical standards;
- Services shall include coverage from the moment of birth through the age of 12 years.
- Benefits are provided for child health supervision services at approximately the following age intervals: birth, 2 months, 4 months, 6 months, 9 months, 12 months, 18 months, 2 years, 3 years, 4 years, 5 years, 6 years, 8 years, 10 years, and 12 years.
- Child health supervision services which are rendered during a periodic review shall only be covered to the extent that services are provided by or under the supervision of a single Physician during the course of one visit.
- Benefits shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than any other health care service provided by the Policy.

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## **CHIROPRACTIC SERVICES**

The Plan provides coverage for chiropractic care delivered by a licensed chiropractor acting within the scope of his or her practice to include initial diagnosis and clinically appropriate and Medically Necessary services and supplies required to treat the diagnosed disorder, subject to the terms and conditions of the Plan. A Covered Person may access chiropractic care for a total of 26 chiropractic physician office visits per policy period, before needing to provide the Plan with notice prior to any additional visit as a condition of coverage. The Plan requires prior authorization or notification before any follow-up diagnostic tests are ordered by a chiropractor or for any office visits for treatment in excess of twenty-six in any Policy period.

If a Covered Person receives Chiropractic Services, coverage will be subject to the Deductible/ Co-insurance/ Co-payments and Preauthorization limits as indicated in the Schedule of Benefits. Co-payments will not exceed 50% of the total cost of any single Chiropractic Service when utilizing a licensed, In-Network Provider.

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## **CLINICAL TRIALS**

Coverage will be provided for Phase I, II, III or Phase IV Clinical Trials for the purposes of the prevention, early detection, or treatment of cancer, or other life threatening disease or condition;

Coverage for routine patient care costs incurred for drugs and devices that have been approved for sale by the Food and Drug Administration (FDA), regardless of whether approved by the FDA for use in treating the patient's particular condition, including coverage for reasonable and Medically Necessary services needed to administer the drug or use the device under evaluation in the Clinical Trial, the study or investigation is conducted under an investigational new drug application reviewed by the FDA, or the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

Coverage for routine patient care costs shall apply to Phase I, Phase II, Phase III, or Phase IV clinical trials federally funded by one or more entities cited in 42 U.S.C. § 300gg-8(d)(1)(A)(B),(C), and also as identified below in compliance with Missouri statute §379.429:

- One of the National Institutes of Health (NIH);
- An NIH cooperative group or center, defined as a formal network of facilities that collaborate on research projects and have an established NIH-approved Peer Review Program operating within the group, including the NCI Clinical Cooperative Group and the NCI Community Clinical Oncology Program;
- The FDA in the form of an investigational new drug application;
- The federal Departments of Veterans' Affairs or Defense;
- An institutional review board in this state that has an appropriate assurance approved by the Department of Health and Human Services assuring compliance with and implementation of regulations for the protection of human subjects (45 CFR 46); or
- A qualified research entity that meets the criteria for NIH Center support grant eligibility.

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## **CONTRACEPTIVES**

Coverage is provided for Contraceptives administered by the services of a Participating obstetrician, Participating gynecologist or Participating obstetrician/gynecologist of the Member's choice within the Provider Network; and includes Prescription Drugs and devices approved by the Federal Food and Drug Administration for use as a contraceptive, but shall exclude drugs and devices that are intended to induce an abortion. Benefits shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than any other pharmacy Benefit provided by the Policy.

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## **DIRECT ACCESS TO OB/GYN**

- Direct access is provided to the services of a Participating obstetrician, Participating gynecologist or Participating obstetrician/gynecologist of the Member's choice within the Provider Network for Covered Services.
- The services are limited to those services defined by the published recommendations of the accreditation council for graduate medical education for training an obstetrician, gynecologist or obstetrician/gynecologist, including but not limited to diagnosis, treatment and referral for such services.
- Service shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than any other health care service provided by the Policy.

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## **FIRST STEPS EDUCATIONAL PROGRAM**

The program is a system of early intervention for infants and toddlers with Disabilities and their families designed to enhance their development and to minimize their potential for developmental delay.

### **ELIGIBILITY FOR FIRST STEPS BENEFITS**

- Children between the ages of birth and 36 months who have been evaluated and assessed as meeting the criteria for early intervention services under Part C of the Individual with Disabilities Education Act, 20 U.S.C. Section 1431, et seq. It is the Member's responsibility to provide proof of eligibility for First Steps to the Plan from the appropriate agency or institution as designated by the state.

### **COVERAGE DESCRIPTIONS**

- First Steps shall provide coverage for the services provided by the First Steps Program as required in Missouri Statutes and Regulations.
- Coverage for early intervention services that are delivered by early intervention specialists who are health care professionals licensed by the state of Missouri and acting within the scope of their professions for children from birth to age three identified by the Part C early intervention system as eligible for services under Part C of the Individuals with Disabilities Education Act, 20 U.S.C. Section 1431, et seq.
- "Early intervention services" means Medically Necessary speech and language therapy, occupational therapy, physical therapy, and assistive technology devices for children from birth to age three who are identified by the Part C early intervention system as eligible for services. Early intervention services shall

include services under an active individualized family service plan that enhances functional ability without affecting a cure. An individualized family service plan is a written plan for providing early intervention services to an eligible child and the child's family that is adopted in accordance with 20 U.S.C. Section 1436. The Part C early intervention system, on behalf of its contracted regional Part C early intervention system centers and providers, shall be considered the rendering provider of services for purposes of this section.

- Benefits shall be limited to \$3,000 per Member per Benefit Period, with a lifetime maximum of \$9,000 per child. Payments made during a Benefit Period to the Part C early intervention system for services provided to children covered by the Part C early intervention system shall not exceed one-half of one percent of the direct written premium for health benefit plans as reported to the Department of Insurance, financial institutions and professional registration on the health carrier's most recently filed annual financial statement. Any dollar or visit limits listed elsewhere in the Plan will not apply to Early Intervention Services.
- Payment for coverage, as required in Missouri Statutes and Regulations, shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than other coverage within this Plan, if applicable.
- No Preauthorization for eligible services will be required once proof of eligibility for the program is provided.
- The same Benefit schedule shall apply as defined in the Plan for In-Network and Out-of-Network Providers.

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## **GENERAL ANESTHESIA AND FACILITY CHARGES**

Benefits are provided only for the administration of general anesthesia and for both facility and professional charges occurring in connection with dental services, regardless of age when Preauthorization for Inpatient dental care procedure is approved by us.

General anesthesia is a drug, gas or other modality, that when administered, causes a complete Loss of sensation and a Loss of consciousness. Benefits are not provided for routine dental services.

Administration of general anesthesia and Hospital charges for dental care shall be covered for the following Covered Persons:

- A child under the age of 5.
- A person who is severely Disabled; or
- A person who has a medical or behavioral condition that requires Hospitalization or general anesthesia when dental care is provided.

Coverage is provided for administration of general anesthesia and hospital or office charges for treatment rendered by a dentist, regardless of whether the services are provided in a Participating Hospital or surgical center or office. Preauthorization for these dental services is required in the same manner that Preauthorization is required for Hospitalization of other covered diseases or conditions.

In addition, dental services required to relieve pain and stop bleeding as a result of Accidental Dental Injury to sound natural teeth are covered. No other dental services are covered unless otherwise specified as a Covered Service in this Plan.

Covered Services include but are not limited to:

- Oral Surgery, including treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia;
- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw and is Medically Necessary to attain functional capacity of the affected part;
- Oral / surgical correction of accidental injuries; treatment of non-dental lesions, such as removal of tumors and biopsies; and
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.

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## **HEALTH BENEFITS RELATING TO HIV INFECTION**

Human immunodeficiency virus (HIV), including acquired immunodeficiency syndrome (AIDS) and AIDS related complex (ARC), as defined by the Federal Center for Disease Control, are covered the same as any other serious medical condition.

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## **HEARING SCREENING BENEFITS**

Hearing screening, necessary rescreening, audiological assessment and follow-up, and initial amplification are Covered Services. Purchase of initial amplification is a covered Benefit if the Covered Person does not have a properly functioning device already. The device shall apply to Covered Person's Durable Medical Equipment limits. If a Covered Person joins and he has received initial amplification from a prior carrier, replacement amplification is not a covered Benefit.

Benefits also include hearing aids provided to a newborn for initial amplification following a newborn hearing screening. A hearing aid is an electronic device worn or implanted for the purpose of amplifying sound and assisting the physiological process of hearing.

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## **HUMAN LEUKOCYTE ANTIGEN TESTING**

Coverage is provided for Covered Persons for the cost for human leukocyte antigen testing, also referred to as histocompatibility locus antigen testing, for A, B and DR antigens for utilization in bone marrow transplantation.

- The testing must be performed in a facility which is accredited by the American Association of Blood Banks or its successors, and is licensed under the Clinical Laboratory Improvement Act, 42 U.S.C. Section 263a, as amended; and is accredited by the American Association of Blood Banks or its successors, the College of American Pathologists, the American Society for Histocompatibility and Immunogenetics (ASHI) or any other national accrediting body with requirements that are substantially equivalent to or more stringent than those of the College of American Pathologists.
- At the time of testing, the person being tested must complete and sign an informed consent form which also authorizes the results of the test to be used for participation in the National Marrow Donor Program.
- Policy limits each Member to one such testing per lifetime. Health care service shall not be subject to any greater Deductible/ Co-insurance/ Co-payments than any other health care service provided by the Policy.

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## **LEAD POISONING**

Coverage is provided for testing Covered Persons who are pregnant and/or children less than 6 years old for lead poisoning.

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## **MAMMOGRAPHY**

Benefits are provided for low-dose mammography screening for any nonsymptomatic woman and shall include:

- A baseline mammogram for women age 35 to 39, inclusive;
- A mammogram every year for women age 40 and over;
- A mammogram for any woman, upon the recommendation of a Physician, where such woman, her mother or her sister has a prior history of breast cancer.

Policy shall apply to such services the same Deductible/ Co-insurance/ Co-payments, and limitations as apply to other Covered Services.

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## **MASTECTOMY AND BREAST CANCER RECONSTRUCTION**

Benefits are provided for a mastectomy performed on an Inpatient or Outpatient basis; and Prosthetic devices or reconstructive Surgery necessary to restore symmetry as recommended by the oncologist or Primary Care Physician for patient incident to the mastectomy; or alleviate functional impairment, including but not limited to, augmentation, mammoplasty, reduction mammoplasty and mastopexy.

Initial and subsequent Prosthetic devices to replace the removed breast or portions thereof are covered Benefits due to Physical complications of all stages of mastectomy, including lymphedemas. Coverage for Prosthetic devices and reconstructive Surgery shall be subject to the same Deductible and Co-insurance conditions applied to the mastectomy and other terms and conditions applicable to other Benefits with the exception that no time limit shall be imposed on an individual for the receipt of Prosthetic devices or reconstructive Surgery.

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## **MENTAL HEALTH / CHEMICAL DEPENDENCY**

Coverage is provided as outlined in the "Mental Health Benefits" and "Substance Use Disorders" portions of the "Covered Services" Section.

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## **NEWBORN COVERAGE**

Coverage is provided for a newborn child, the "Special Enrollment Provisions" portion of the "Eligibility, Enrollment, Effective Date Section" outlines the Effective Dates and extent of coverage.

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## **ORAL CHEMOTHERAPY**

Coverage of orally administered anticancer medication shall not be subject to any prior authorization, dollar limit, Co-payment, Deductible, or other out-of-pocket expense that does not apply to intravenously administered or injected anticancer medication, regardless of formulation or Benefit category determination. The total amounts paid by a covered person through all Cost-share requirements will not exceed the dollar amount specified by Missouri state law for the current year.

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## **OSTEOPOROSIS**

Services related to diagnosis, treatment, and appropriate management of osteoporosis are covered. Policy shall apply to such services the same Deductible/ Co-insurance/ Co-payments, and limitations as apply to other Covered Services.

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## **PKU TESTING AND FORMULA**

Treatment for phenylketonuria including dietary formula product to achieve and maintain normalized blood levels of phenylalanine and adequate nutritional status when prescribed and supervised by an appropriate Provider is a Covered Service. Formula and low protein modified food products recommended by a Physician for the treatment of a Covered Person with phenylketonuria, or any inherited disease of amino and organic acids who is covered under the Policy is covered.

"Low protein modified food products" means foods that are specifically formulated to have less than one gram of protein per serving and are intended to be used under the direction of a Physician for the dietary treatment of any inherited metabolic disease. Low protein modified food products do not include foods that are naturally low in protein.

Services will be subject to Deductible/ Co-insurance/ Co-payments as other similar health services, which shall not be greater than fifty percent of the cost of the formula and food products, and may be subject to an annual Benefit maximum no less than the dollar amount per Calendar Year required by Missouri state law per covered child (please call the Member Services telephone number printed on your Identification (ID) Card for information on any applicable Benefit maximum). Services may require individual Case Management and include contracting with vendors of the formula and food products.

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## **PREGNANCY BENEFITS**

Pregnancy Benefits are provided to the same extent as any other Illness under the Policy, and include coverage for a minimum of 48 hours of Inpatient care following a vaginal delivery and a minimum of 96 hours of Inpatient care following a cesarean section for a mother and her newly born child in a licensed Hospital or any other health care facility licensed to provide obstetrical care.

Notwithstanding the above, the Plan may authorize a shorter length of Hospital stay for services related to maternity and newborn care if:

- A shorter Hospital stay meets with the approval of the attending Physician after consulting with the mother. The Physician's approval to discharge shall be made in accordance with the most current version of the "Guidelines for Prenatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, or similar guidelines prepared by another nationally recognized medical organization; and

- We provide coverage for post-discharge care to the mother and her newborn. Such post-discharge care shall consist of a minimum of two visits (at least one of which shall be in the home) in accordance with accepted maternal and neonatal physical assessments, by a registered professional Nurse with experience in maternal and child health nursing, or a Physician. The attending Physician shall determine the location and schedule of the post-discharge visits. Services provided by the registered professional Nurse or Physician shall include, but not be limited to: physical assessment of the newborn and mother, parent education, assistance and training in breast or bottle feeding, education and services for complete childhood immunizations, the performance of any necessary and appropriate clinical tests and submission of a metabolic specimen satisfactory to the state laboratory. Such services shall be in accordance with the medical criteria outlined in the most current version of the "Guidelines for Perinatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, or similar guidelines prepared by another nationally recognized medical organization. Any abnormality in the condition of the mother or the child observed by the Nurse shall be reported to the attending Physician as medically appropriate.

For the purpose of this provision, the term "attending Physician" shall include the attending obstetrician, pediatrician, or other Physician attending the mother or newly born child. This Benefit shall be subject to the same Deductible/ Co-insurance/ Co-payments as other similar health care services provided by the Policy. Any applicable Deductible/ Co-insurance/ Co-payments will apply to newborns at the date of birth.

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### **PRESCRIPTION EYE DROP REFILLS**

Coverage is provided for the refilling of an eye drop Prescription prior to the last day of the prescribed dosage period without regard to a coverage restriction for early refill of Prescription renewals as long as the prescribing health care Provider authorizes such early refill and the Plan is notified.

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### **PROSTHETICS**

Coverage is provided for Prosthetics, the "Covered Services" Section outlines the extent of coverage.

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### **SECOND OPINION**

A Covered Person may seek a Second Opinion or Consultation from the Plan's Network of Physicians at no additional cost to the Covered Person beyond what the Covered Person would otherwise pay for an initial medical opinion or consultation.

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### **TELEHEALTH SERVICES**

Telehealth Services are defined as an "Electronic visit", or "e-visit", an online electronic medical evaluation and management service completed using a secured web-based or similar electronic-based communications Network for a single patient encounter. An electronic visit shall be initiated by a patient or by the guardian of a patient with the health care Provider, be completed using a federal Health Insurance Portability and Accountability Act (HIPAA)-compliant online connection, and include a permanent record of the electronic visit.

#### **COVERED EXPENSES FOR THIS BENEFIT:**

- Health care services provided through telehealth will receive Benefits in the same manner as if provided through face-to-face diagnosis, consultation, or treatment.
- The Plan will not require a health care Provider to be physically present with a patient where the patient is located unless the health care Provider who is providing health care services by means of telehealth determines that the presence of a health care Provider is necessary.

#### **LIMITATIONS ARE AS FOLLOWS:**

- No reimbursement will be provided to a telehealth Provider or a consulting Provider for site origination fees or costs for the provision of telehealth services; however, subject to correct coding, reimbursement will be provided to a health care Provider for the diagnosis, consultation, or treatment of an insured or enrollee when the health care service is delivered through telehealth on the same basis that the Plan covers the service when it is delivered in person.

- Coverage may be limited to health care services that are provided through telehealth to health care Providers that are in a Network approved by the Plan.
- The Plan may undertake Utilization Review to determine the appropriateness of telehealth as a means of delivering a health care service in the same manner as those regarding the same service when it is delivered in person.

**COST-SHARES:**

- A health care service provided through telehealth shall not be subject to any greater Deductible, Co-payment, or Co-insurance amount than would be applicable if the same health care service was provided through face-to-face diagnosis, consultation, or treatment.
- The Plan shall not impose upon any person receiving Benefits under this section any Co-payment, Co-insurance, or Deductible amount, or any Policy year, Calendar Year, lifetime, or other durational benefit limitation or maximum for Benefits or services that is not equally imposed upon all terms and services covered under the Policy, contract, or health benefit plan.
- Benefit levels and Deductible/ Co-insurance/ Co-payments shall apply as defined in the Schedule of Benefits.

**In addition, Cox HealthPlans offers optional Missouri mandated Benefits as Riders to this Plan which may be subject to additional Premium.**

**PRESCRIPTION DRUG BENEFITS**

**SEE THE SCHEDULE OF BENEFITS FOR ANY APPLICABLE DEDUCTIBLE/ CO-INSURANCE/ CO-PAYMENTS AND BENEFIT LIMITATION INFORMATION.**

If drugs and medicines are prescribed to treat you or one of your dependents, the Plan will pay Prescription Drug Benefits for covered charges as stated in the Schedule of Benefits.

Prescription Drugs may be subject to a separate Deductible (see Schedule of Benefits for Prescription Deductible/ Co-insurance/ Co-payments) per person. If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular Claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

A list of In-Network Pharmacies accompanies the Covered Person's Enrollment material and can be updated by calling the Member Services number or the Pharmacy Benefit Management Company at the number indicated on your ID Card.

If a Covered Person is out of the area, there are Participating pharmacies available that should be used.

Members currently taking a Prescription Drug shall be notified at least 30 days prior to any deletions, other than Generic substitutions, in the Plan's Prescription Drug Formulary that may affect such Members regarding changes. This notification will be made electronically; or upon request of the Member, notifications will be issued in writing.

**PHARMACY BENEFITS MANAGER**

The pharmacy Benefits available to you under this Policy are managed by our Pharmacy Benefits Manager (PBM). The PBM is a Pharmacy Benefits Management company with which we contract to manage your pharmacy Benefits. The PBM has a nationwide Network of retail pharmacies, a Mail Service Pharmacy, and provides clinical management services.

The management and other services the PBM provides include among others; making recommendations to and updating the covered Prescription Drug list (also known as a Formulary), and managing a Network of retail pharmacies, operating a Mail Service Pharmacy and a Specialty Drug Pharmacy Network. The PBM, in consultation with us, also provides services to promote and enforce the appropriate use of pharmacy Benefits such as review for possible excessive use; recognized and recommended dosage regimens; Drug interactions or Drug/pregnancy concerns.



You may request a copy of the covered Prescription Drug list by calling the PBM at the telephone number on the back of your ID Card. The covered Prescription Drug list is subject to periodic review and Amendment. Inclusion of a Drug or related item on the covered Prescription Drug list is not a guarantee of coverage.

Prescription Drugs, unless otherwise stated below, must be Medically Necessary and not Experimental/ Investigative in order to be Covered Services. For certain Prescription Drugs, the prescribing Physician may be asked to provide additional information before the PBM and/or the Plan can determine Medical Necessity. The Plan may establish quantity and/or age limits for specific Prescription Drugs. Covered Services will be limited based on Medical Necessity, quantity and/or age limits established by the Plan, or utilization guidelines.

The PBM shall not require a Covered Person to make a payment for a Prescription drug at the point of sale in an amount that exceeds the lesser of:

- The Co-payment/ Co-insurance amount as required under the health benefit plan; or
- The amount an individual would pay for a Prescription if that individual paid with cash.

A pharmacy or pharmacist shall have the right to provide to a Covered Person, information regarding the amount of the Covered Person's cost share for a Prescription drug, the Covered Person's cost of an alternative drug, and the Covered Person's cost of the drug without adjudicating the claim through the PBM. Neither a pharmacy nor a pharmacist shall be proscribed by a PBM from discussing any such information or from selling a more affordable alternative to the Covered Person.

No PBM shall, directly or indirectly, charge or hold a pharmacist or pharmacy responsible for any fee amount related to a claim that is not known at the time of the claim's adjudication, unless the amount is a result of improperly paid claims or charges for administering a health benefit plan.

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## **PREAUTHORIZATION**

Preauthorization may be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Preauthorization helps promote appropriate utilization and enforcement of guidelines for Prescription Drug Benefit coverage. At the time you fill a Prescription, the Network pharmacist is informed of the Preauthorization requirement through the Pharmacy's computer system and the pharmacist is instructed to contact us or the PBM. We, or the PBM, use pre-approved criteria and communicate the results of the decision to the pharmacist. We, or the PBM, may contact your prescribing Physician if additional information is required to determine whether Preauthorization should be granted.

If Preauthorization is denied, you have the right to file a Grievance through the Grievance process outlined in the "Grievances" Section of this Policy.

For a list of the current Drugs requiring Preauthorization, please contact the PBM at the telephone number on the back of your ID Card. The covered Prescription Drug list is subject to periodic review and Amendment. Inclusion of a Drug or related item on the covered Prescription Drug list is not a guarantee of coverage under your Policy. Please refer to the Plan's Formulary for Benefits and restrictions.

Exclusions apply to Experimental or Investigational drugs or supplies as determined by the Plan.

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## **STEP THERAPY**

Step therapy protocol means that a Member may need to use one type of medication before qualifying for another medication. The PBM monitors some Prescription Drugs to control utilization, to ensure that appropriate prescribing guidelines are followed, and to help Members access high quality yet cost effective Prescription Drugs. If a Physician decides that the monitored medication is needed, the Physician will need to submit a letter to the PBM for review by the PBM and/or us including the following details:

- Member name and ID number
- Diagnosis
- Drug name
- Reason for Grievance
- Physician name, specialty, address and telephone number.

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## **SPECIALTY PHARMACY NETWORK**

Our Specialty Pharmacy Network is available to Members who use Specialty Drugs.

“Specialty Drugs” are Prescription Drugs that:

- Are only approved to treat limited patient populations, indications or conditions.
- Are normally injected, infused or require close monitoring by a Physician or clinically trained individual.
- Have limited availability, special dispensing and delivery requirements, and/or require additional patient support – any of which make the Drug difficult to obtain through traditional pharmacies.
- Most of these drugs are only available through a Participating specialty vendor. Limited distribution drugs are available through select specialty Providers as determined by the drug manufacturer. Access to limited distribution drugs is available through other specialty Providers in the PBM’s Specialty Drug Management Program.

The Specialty Pharmacy Network may fill Specialty Drug Prescription Orders, up to a 30-day supply, and subject to the applicable Deductible/ Co-insurance/ Co-payments shown in the Schedule of Benefits. If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

The Specialty Pharmacy Network has dedicated patient care coordinators to help you manage your condition and offer toll-free access to Nurses and registered Pharmacists to answer questions regarding your medications.

You may obtain a list of the Specialty Pharmacy Network and covered Specialty Drugs by calling the Member Services telephone number on the back of your ID Card.

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## **THERAPEUTIC SUBSTITUTION OF DRUGS**

Therapeutic Substitution of Drugs is a program approved by us and managed by the PBM. This is a voluntary program designed to inform Members and Physicians about possible alternatives to certain prescribed Drugs. We, or the PBM, may contact you and your prescribing Physician to make you aware of substitution options. Therapeutic substitution may also be initiated at the time the Prescription is dispensed. Only you and your Physician can determine whether the therapeutic substitute is appropriate for you. For questions or issues involving therapeutic Drug substitutes, contact the PBM by calling the telephone number on the back of your ID Card. The therapeutic Drug substitutes list is subject to periodic review and Amendment.

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## **COVERED PRESCRIPTION DRUG BENEFITS**

- Prescription Drugs.
- Specialty Drugs.
- Injectable insulin and syringes used for administration of insulin, and blood glucose monitoring supplies are Covered Expenses (excludes alcohol wipes). Blood glucose monitors can be obtained by calling the toll-free Prescription Plan telephone number on the back of your ID Card.
- Contraceptive Drugs, including injectable contraceptive Drugs and patches, are covered when obtained through an eligible Pharmacy.

All injectable medications (except insulin) require Plan Approval.

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## **PRESCRIPTION DRUG BENEFIT EXCLUSIONS AND LIMITATIONS**

*(Please also see the “Non-Covered Services / Exclusions” Section of this Policy for other Non-Covered Services)*

- Prescription Drugs dispensed by any Mail Service program other than our Mail Service, unless prohibited by law.
- Over the counter medications (except insulin) or medication for which a Generic equivalent can be obtained without a Prescription (unless otherwise specified).
- The Prescription Drug Benefits of this Plan include coverage for a limited list of over the counter (OTC) medications. A list of the OTC medications that are covered by this Benefit is available by calling the

Member Services Department or the Pharmacy Benefit Manager for Cox Health Systems Insurance Company.

- To obtain the Benefits for covered OTC medications, a valid Prescription by a qualified Provider must be presented to the Participating pharmacy. The qualified OTC medication shall be subject to the same durational limits, dollar limits, and Deductible / Co-insurance / Co-payment factors as other Prescription Drug Benefits services in the Plan. The applicable Deductible/ Co-insurance/ Co-payments are detailed in the Schedule of Benefits.
- Off label use, unless approved by us or the PBM.
- Drugs that exceed the limits established by the Plan.
- Drugs not approved by the FDA for their proposed use.
- Prescription Drugs which have not been proven to have superior efficacy or safety through peer-reviewed, objective, evidence-based clinical studies require Plan Approval prior to payment, including but not limited to:
  - Isomeric products
  - Active metabolites
  - Compounded hormone replacement therapy.
- Charges for the administration of any Drug under your pharmacy Benefit.
- Drugs consumed at the time and place where dispensed or where the Prescription Order is issued, including but not limited to samples provided by a Physician. This does not apply to Drugs used in conjunction with a diagnostic service, with chemotherapy performed in the office, or Drugs eligible for coverage under the Medical Supplies Benefit; they are Covered Services.
- Any Drug that is used primarily in the treatment of obesity or for weight loss.
- Drugs not requiring a Prescription by federal law (including Drugs requiring a Prescription by state law, but not by federal law), except for injectable insulin.
- Drugs for treatment of sexual or erectile dysfunctions except as approved with Preauthorization.
- Fertility Drugs.
- Contraceptive devices, oral immunizations, and biologicals, although they are federal legend Drugs, are payable as Medical Supplies based on where the service is performed or the item is obtained. If such items are over the counter Drugs, devices or products, they are not Covered Services.
- Human Growth Hormone except as approved with Preauthorization.
- Compound Drugs unless there is at least one ingredient that requires a Prescription.
- Drugs to eliminate or reduce dependency on, or addiction to tobacco and tobacco products, except as indicated on the Schedule of Benefits.
- Drugs for the treatment of Respiratory Syncytial Virus (RSV) except as approved by Preauthorization.
- Drugs used for cosmetic purposes.
- Vitamins, except pre-natal vitamins.
- Treatment of Onchomycosis (toenail fungus) except as approved with Preauthorization.
- Certain Prescription Drugs may not be covered when clinically equivalent alternatives are available, unless otherwise required by law. "Clinically equivalent" means Drugs that, for the majority of Members, can be expected to produce similar therapeutic outcomes for a disease or condition. If you have questions regarding whether a particular drug is covered and which drugs fall into this category, please contact the PBM at the telephone number on the back of your ID Card.
- Prescription Drugs dispensed by any specialty medication pharmacy other than our specialty medication pharmacy except as allowed by the Plan.

**Other drugs may be subject to Plan limitations or exclusions in addition to those listed above, please refer to the PBM telephone number listed on the back of your ID Card.**

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## **DEDUCTIBLE/ CO-INSURANCE/ CO-PAYMENTS**

If covered drugs and medicines are prescribed, the Plan will pay Prescription Drug Benefits for charges subject to a separate Deductible/ Co-insurance/ Co-payments if applicable as stated in the Schedule of Benefits.

If a covered drug is prescribed in a single dosage amount but not manufactured in such single dosage amount and dispensing requires a combination of different manufactured dosage amounts, only one Co-insurance/ Co-payment shall apply for the dispensing of the combination of manufactured dosages that equal the prescribed dosage, not to exceed a one month supply. Please contact the Member Services Department at the number indicated on your ID Card for Preauthorization before purchase; or if unable at the time, to request reimbursement after purchase.

Each Prescription Order may be subject to a Deductible and Co-insurance/ Co-payment. If the Prescription Order includes more than one covered Drug, a separate Co-insurance/ Co-payment will apply to each covered Drug.

If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

Your Prescription Drug Deductible/ Co-insurance/ Co-payments will be the lesser of your scheduled Deductible/ Co-insurance/ Co-payments amount or the Maximum Allowable Amount. Please see the Schedule of Benefits for any applicable Deductible/ Co-insurance/ Co-payments.

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## **GENERIC DRUG ENCOURAGEMENT**

- The Prescription Drug Benefit is a “Mandatory Generic” program. Each Prescription will be filled as a Generic when available. If the Physician or the Covered Person requests a Brand Name Medication when there is an FDA “AB” rated Generic available, the Covered Person will be charged the applicable Deductible/ Co-insurance/ Co-payments plus the difference in the price of the Brand Name Medication and the available Generic. Exceptions may apply, please refer to your Formulary.
- If a Generic drug is not available, other drugs will be classified as either preferred brand drugs or Non-Preferred brand drugs. Preferred brand drugs will be determined by the Plan and updated periodically. Preferred brand drugs will have a lower Deductible/ Co-insurance/ Co-payments than Non-Preferred brand drugs. Your Physician has the flexibility of ordering covered drugs in accordance with his medical judgment; however, the amount of Deductible/ Co-insurance/ Co-payments will depend upon the placement of the drugs on the Formulary.
- We may offer incentives to encourage the use of Generic Drugs. This may involve waiving a Deductible/ Co-insurance/ Co-payment for certain Generic Drugs for a period of time, or other incentives.
  - After any applicable Prescription Deductible has been met a Co-payment may be assessed for each 30 day supply. Some drugs based upon Plan’s determination, manufacturer’s recommendation, and/or advice of the Plan’s Pharmacy & Therapeutics Committee may have a maximum limit less than a 30 day supply per Co-payment.

If you are going on vacation and you need more than the days’ supply allowed under this Policy, you should ask your Pharmacist to call the PBM and request an override for any additional refills. This will allow you to fill your next Prescription early.

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## **TIERS**

Your Deductible/ Co-insurance/ Co-payments amount may vary based on whether the Prescription Drug, including a covered Specialty Drug, has been classified by us as a first, second, third, or fourth “Tier” Drug. The determination of Tiers is made by us based upon clinical information, and where appropriate the cost of the Drug relative to other Drugs in its therapeutic class or used to treat the same or similar condition; the availability of over-the-counter alternatives; and where appropriate certain clinical economic factors.

- Tier 1 generally includes Generic Prescription Drugs and approved over-the-counter medications with a Prescription.

- Tier 2 generally includes Brand Name Medication or Generic Drugs that based upon their clinical information, and where appropriate, cost considerations are preferred relative to other Drugs.
- Tier 3 generally includes Brand Name Medication or Generic Drugs that based upon their clinical information, and where appropriate, cost considerations are not preferred relative to other Drugs in lower Tiers.
- Tier 4 generally includes specialty medications except insulin on most Plans. The list of specialty drugs can be found at the PBM's website or by calling the number listed on the back of your ID Card. Please refer to the Specialty Pharmacy Network Section for specific details on Specialty drugs. Specialty drugs are those that may have the following characteristics: expensive, limited access, complicated treatment regimens, compliance issues, special storage requirements and/or manufacturer reporting requirements.

If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

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## **PAYMENT OF BENEFITS**

The amount of Benefits paid is based upon whether you receive the Covered Services from an In-Network Pharmacy, Specialty Pharmacy, or our Mail Service Program. It is also based upon which Tier we have classified the Prescription Drug or Specialty Drug. Please see the Schedule of Benefits for the applicable amounts, and the Formulary for applicable limitations on number of days' supply.

We retain the right at our discretion to determine coverage for dosage formulations in terms of covered dosage administration methods (for example by mouth, injections, topical or inhaled) and may cover one form of administration and exclude or place other forms of administration on other Tiers.

The amounts for which you are responsible are shown in the Schedule of Benefits. No payment will be made by us for any Covered Service unless the negotiated rate exceeds any applicable Deductible/ Co-insurance/ Co-payments for which you are responsible.

If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

For Covered Services provided by a Network Pharmacy or Specialty Drug Network Pharmacy or through our Mail Service, you are responsible for Deductible/ Co-insurance/ Co-payments amounts. Benefits are not provided for drugs obtained from an Out-of-Network Pharmacy.

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## **NETWORK PHARMACY**

A list of Participating Pharmacies may be obtained by contacting the PBM as listed on your ID Card.

If a Covered Person is out of area, there are Participating Pharmacies available that should be used.

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## **SPECIALTY DRUGS**

You or your Physician can order your Specialty Drugs directly from the Specialty Network Pharmacy. Please contact the PBM listed on the ID Card for the telephone number or website of the Specialty Network Pharmacy.

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## **OUR MAIL SERVICE**

Registration through the PBM, at the telephone number listed on the back of your ID Card, is required to use Mail Service prior to submission of first Prescription. Written Prescriptions from your Physician may be mailed, or your Physician may phone or fax the Prescription to the Mail Service. You will need to submit the applicable Deductible/ Co-insurance/ Co-payments amounts to the Mail Service when you request a Prescription or refill.

## **DRUG EXCEPTIONS PROCESS**

An enrollee, the enrollee's designee, or the enrollee's prescribing Physician (or other prescriber, as appropriate) may request and gain access to clinically appropriate drugs not otherwise covered by the Plan (a request for exception). In the event that an exception request is granted, the Plan will treat the excepted drug(s) as a standard Formulary drug.

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### **STANDARD EXCEPTION REQUEST**

An enrollee, the enrollee's designee, or the enrollee's prescribing Physician (or other prescriber) may request a standard review of a decision that a drug is not covered by the Plan.

CHP will make a determination on a standard exception and notify the enrollee or the enrollee's designee and the prescribing Physician (or other prescriber, as appropriate) of the coverage determination no later than 72 hours following receipt of the request.

For any standard exception request that is granted, the Plan will provide coverage of the non-Formulary drug for the duration of the Prescription, including refills.

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### **EXPEDITED EXCEPTION REQUEST**

An enrollee, the enrollee's designee, or the enrollee's prescribing Physician (or other prescriber) may request an expedited review based on exigent circumstances.

Exigent circumstances exist when an enrollee is suffering from a health condition that may seriously jeopardize the enrollee's life, health, or ability to regain maximum function or when an enrollee is undergoing a current course of treatment using a non-Formulary drug.

CHP will make a coverage determination on an expedited review request based on exigent circumstances and notify the enrollee or the enrollee's designee and the prescribing Physician (or other prescriber, as appropriate) of the coverage determination no later than 24 hours following receipt of the request.

For any exception based on exigent circumstances that is granted, the Plan will provide coverage of the non-Formulary drug for the duration of the exigency.

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### **EXTERNAL EXCEPTION REQUEST REVIEW**

If a request for a standard exception or for an expedited exception as outlined above is denied; the enrollee, the enrollee's designee, or the enrollee's prescribing Physician (or other prescriber) may request that the original exception request and subsequent denial of such request be reviewed by an independent review organization.

The Plan will make a determination on the external exception request and notify the enrollee or the enrollee's designee and the prescribing Physician (or other prescriber, as appropriate) of the coverage determination within these timelines:

- For an external exception review request, no later than 72 hours following receipt of the request, if the original request was a standard exception request as defined above,
- For an expedited exception request, no later than 24 hours following its receipt of the request, if the original request was an expedited exception request as defined above.

For any external exception review granted of either a standard exception request or an expedited exception request, the Plan will provide coverage of the non-Formulary drug for the duration of the Prescription.

## **SECTION 6. NON-COVERED SERVICES / EXCLUSIONS**

In addition to any other exclusions and limitations described in this plan, there are no benefits provided for services obtained from an Out-of-Network (Non-Participating) provider, except for emergency services including urgent care, emergency ambulance services, and mental health including two sessions per year for the purpose of diagnosis or assessment of mental health; or care that we approved as an authorized service.

### **ALTERNATIVE TREATMENTS**

- Services or supplies including, but not limited to, acupuncture, holistic medicine, homeopathy, hypnosis, aroma therapy, massage therapy, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermograph, orthomolecular therapy, contact reflex analysis, bioenergetic synchronization technique (BEST), iridology (study of the iris), auditory integration therapy (AIT), colonic irrigation, magnetic innervation therapy, electromagnetic therapy and neurofeedback.

### **DENTAL**

- Diagnosis and treatment to repair accidental injuries to natural teeth or dental prostheses and dental x-rays except as otherwise specified; operation on the mandible or maxillae for cosmetic purposes, correction of malocclusion.
- Dental expenses, including braces and appliances for any medical or dental condition, Surgery and treatment for oral Surgery, except as expressly provided for by this Policy.

### **DEVICES, APPLIANCES, PROSTHETICS AND SUPPLIES**

- Over the counter Disposable supplies and medicines that are self-administered for care of minor problems, not requiring a Prescription by State or Federal regulation (unless otherwise specified in the Pharmacy Benefit Provision).
- All artificial aids, corrective appliances, and other Prosthetic devices not specifically listed as a Covered Service in this Policy.
- Fabric compression garments available for over the counter purchase including but not limited to leotards, pressure leotards, elastic bandages, support hose, fabric supports and surgical leggings. This exclusion does not apply to custom fitted fabric compression garments, not available for purchase over the counter.

### **DRUGS**

- Please refer to the Prescription Drug Benefits subsection of Covered Services for Prescription Drug Benefit Exclusions and Limitations.

### **EXPERIMENTAL OR INVESTIGATIONAL OR UNPROVEN SERVICES**

- Experimental, Investigational or Research Services:
  - Procedures, equipment, treatment, services, drug, or drug usage, facility or facility usage, or supplies and all services related to Experimental, Investigational or Unproven services that the Plan determines and defines to be Experimental, Investigational or Unproven. The fact that a service is the only available treatment for a particular condition will not make it eligible for coverage if it is considered to be Experimental Investigational or Unproven in the treatment of that particular condition.
  - Procedures, services, or supplies that have not been determined through objective evidenced-based, peer-reviewed, medical literature to be safe and/or effective for the proposed use.
    - This exclusion does not apply to Clinical Trials for which Benefits are provided as described in under Clinical Trials in Section 5, Covered Services.

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## **FOOT CARE**

- Treatment of weak, strained, or flat feet, including orthopedic shoes, and other supportive devices, including arch supports, corrective shoes and inserts.
- Routine foot care, which includes the cutting or removal of corns, or calluses, the trimming of nails and other hygienic and preventive maintenance care, except for treatment associated with diabetes, peripheral neuropathies, or peripheral vascular disease.

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## **NUTRITION**

- Orthomolecular therapy and/or nutrients, vitamins, and food supplements except for supplements intended for specific deficiencies (i.e. B-12 deficiency anemia or other specified anemias).

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## **PERSONAL CARE, COMFORT OR CONVENIENCE**

- Lifestyle improvements, personal hygiene, environmental control, or convenience items including but not limited to:
  - Air conditioners, humidifiers, air purifiers.
  - Physical fitness or exercise equipment such as a treadmill or exercise cycles.
  - Special exercise testing or equipment solely to evaluate exercise competency or assist in an exercise program.
  - Charges from a physical fitness program, health spa, gym or similar facility.
  - Massage therapy, aquatic exercise programs, and any associated Membership fee or fees for the use of facility, pool, or equipment.
  - Personal comfort and convenience items during an Inpatient stay, including but not limited to daily television rental, telephone services, cots, or visitor's meals.
  - Charges for non-medical self-care except as otherwise stated.
  - Purchase or rental of supplies for common household use, such as water purifiers.
  - Hypoallergenic pillows, cervical neck pillows, special mattresses, or waterbeds.
  - Safety helmets for Members with neuromuscular diseases; or sports helmets.
  - Car seats.
- Any equipment or supplies including but not limited to: equipment that conditions the air, heating and cooling pads, hot water bottles, personal care items, wigs, hairpieces and their care; items for comfort or convenience, such as, whirlpools, Jacuzzis and any other primarily non-medical equipment; warning devices for non-life-threatening conditions; stethoscopes, blood pressure cuffs or other types of apparatus used for diagnosis.
  - This exclusion does not apply to wigs needed after cancer treatment.
- Services and supplies that are not immediately nor clinically appropriate.

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## **PHYSICAL APPEARANCE**

- Service, Surgery, and supplies for cosmetic purposes or to improve appearance, including restoration of hair and appearance of skin. This exclusion does not apply to reconstructive Surgery to correct significant deformities caused by congenital or developmental abnormalities, Illness as defined, Injury or an earlier treatment in order to create a more normal appearance.
- Surgical treatment of scarring secondary to acne or chicken pox to include, but not limited to dermabrasion, chemical peel, salabrasion and collagen injections.
- Rhinoplasty whether an independent procedure or done in conjunction with any other surgical procedure.

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## **PROCEDURES AND TREATMENTS**

- Growth hormones, with the exception of approval by Preauthorization and clinical review.
- Complications as the result of Non-Covered Service/Surgery are not covered by the Policy.



- Complications directly related but not limited to cosmetic or obesity services, treatment or Surgery, as determined by us are not covered. This exclusion applies even if the original services treatment or Surgery was performed while the Member was covered by another carrier/self-funded plan prior to coverage under this Policy. Directly related means that the treatment or Surgery occurred as a direct result of the services treatment or Surgery and would not have taken place in the absence of the services treatment or Surgery.
  - This exclusion does not apply to emergency complications.
  - This exclusion also does not apply to plastic or reconstructive Surgery to restore breast symmetry by reduction mammoplasty, mastopexy or breast augmentation as recommended by the oncologist or PCP for a Member incident to a covered mastectomy. Coverage will include reduction or uplift Surgery on the unaffected breast to produce a symmetrical appearance.
- Complications resulting from an Inpatient or Outpatient facility against the advice of the Insured's Provider; complications of any condition that existed prior to the Effective Date; or treatment for an Excluded Service or procedure. This exclusion does not apply to emergency complications.
- Treatment, services or supplies that are not Medically Necessary as determined by us under this Policy.
- Services, supplies, medication, or treatment for any type of obesity, including but not limited to Surgery, diet instruction, exercise programs, or other regimens for reducing caloric absorption or controlling weight.
- Marriage, family, educational, or training services including group counseling unless Medically Necessary and clinically appropriate.

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## **PROVIDERS**

- Services prescribed, ordered or referred by, or received from a Member of your Immediate Family; including your spouse, child/stepchild, brother/stepbrother, sister/stepsister, parent/stepparent, grandparent/step-grandparent in-law, or self.
- Services rendered or billed by a school or halfway house.
- Christian Science Practitioners.
- Mailing and/or shipping and handling expenses, unless otherwise required by law.
- Services received from an individual or entity that is not a Provider, as defined in this Policy, or recognized by us.

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## **REPRODUCTION AND SEXUAL PROCEDURES**

- Services, supplies, and medications for the treatment of sexual dysfunction that is not related to organic disease. This exclusion also includes penile prostheses or implants, vascular or artificial reconstruction, and other procedures and equipment developed for or used in the treatment of impotency.
- For services and supplies related to sex transformation and/or the reversal thereof, including penile prosthesis, penile implant or other equipment, vascular or artificial reconstruction, and related diagnostic testing as related to sex transformation. This exclusion does not apply to mental health or pharmacy Benefits.
- Services, Surgery, drugs and supplies for aiding conception. This includes but is not limited to drug regimens, artificial insemination, in vitro fertilization, ovum or embryo placement or transfer, gamete intra-fallopian tube transfer, or cryogenic or other preservation techniques used in such or similar procedures. It also includes surgeries whose main purpose is to improve the opportunity for conception.
- Services, supplies and equipment for home uterine activity monitoring.
- Services and supplies to reverse an elective sterilization procedure.
- Elective abortion. For purposes of this section, an elective abortion means an abortion for any reason other than a spontaneous abortion or to prevent the death of the female upon whom the abortion is performed.

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## **SERVICES PROVIDED UNDER ANOTHER PLAN**

- Services or supplies to the extent they have been covered under any other health care program issued by Cox Health Systems Insurance Company.

- Services and supplies to the extent they are covered by any governmental unit, except as required by federal law for veterans in Veteran's Administration or armed forces facilities for non-service related medical conditions. This Policy will provide coverage on a primary or secondary basis as required by state or federal law. Any free service or supply that you receive from any governmental body or subdivision thereof (unless the insured is legally required to pay in the absence of insurance) and any public or private educational institution is not covered.

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## **TRANSPLANTS**

- Treatment related to human organ transplants which have not been determined by this Plan to be Medically Necessary or are Experimental, Investigational, or for Research Purposes including expenses related to transplantation of animal, human and/or artificial organs.
- All health services for or related to the removal of an organ/tissue from a Covered Person for purposes of transplantation into another person unless the transplant recipient is also covered under this Policy and such services are not payable by any other plan.

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## **TYPES OF CARE**

- Home Health Services for the following:
  - Services and supplies not part of the Home Health Care plan.
  - Services of a Covered Person's Immediate Family or a person residing with the Covered Person receiving care.
  - Transportation.
  - Disposable supplies self-administered for care of minor problems.
- Private Duty Nursing in an Inpatient setting.
- Confinement in a Skilled Nursing Care home, convalescent Hospital, a facility or that part of a facility which is primarily for:
  - Rest care, convalescent, Custodial Care.
  - Rehabilitation training, schooling, or occupational therapy unless part of an approved applied behavioral analysis treatment plan for Autism Spectrum Disorders.
  - Care provided or billed by a hotel, wilderness camp, health resort, convalescent home, rest home, nursing home or other extended care facility home for the aged, infirmary, school infirmary, institution providing education in special environments, supervised living or halfway house, or any similar facility or institution.
- Services and/or supplies for Custodial, convalescent or intermediate level care, domiciliary care, rest cures, or care designed primarily to assist in activities of daily living.
- Treatment for any conditions for Inpatient confinement for the purpose of environmental change.
- Any service or supply that is not Medically Necessary whether or not recommended, provided or prescribed by a Physician.
- Services or supplies that are considered obsolete and no longer meet accepted standards of medical practice as determined by established medical review mechanisms.
- Private room accommodations to extent charges are in excess of the institution's most common semi-private room charge, unless the Plan approves the Medical Necessity of the accommodations.

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## **VISION**

- The purchase, examination, and supplies for Prescription and Prosthetic devices, eye glasses, contact lenses, or, except for soft lenses or sclera shells intended for use in the treatment of a disease or Injury.
  - Exception: Coverage will be available for the first pair of eyeglass lenses and/or contact lenses after cataract Surgery while covered by this Policy subject to any applicable Deductible/ Co-insurance/ Co-payment.
  - Exception: Coverage will be available for routine eye exams and eye glasses for children as specified in the Schedule of Benefits.

- Vision therapy.
- Surgery that is intended to provide better vision without glasses or other vision correction including radial keratotomy, laser, and other refractive eye Surgery.

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## **TERMS OF COVERAGE**

- Medical Services for any person not covered by the Plan.
- Services incurred prior to the Effective Date of coverage for a Covered Person.
- Services incurred after a Covered Person's Termination of coverage, after any extension of Benefits or continuation of coverage as specified in this Policy.
- Out-of-Pocket costs, including Deductible/ Co-insurance/ Co-payments.
- The Plan will not pay for any amounts above Usual and Customary.
- Charges by a Hospital, or ancillary Provider (including but not limited to pathologist, radiologist, anesthesiologist, etc.) when the procedure being performed is not covered by the Policy.
- Care or treatment for which no charge has been made.
- Charges for missed appointments, administrative fees, including but not limited to medical records not requested by the Plan, or other administrative sanctions.

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## **SERVICES / TESTING WHICH ARE PERFORMED, REQUESTED, OR PROVIDED BY THIRD PARTIES**

- Any services, supplies or examinations furnished for the protection or convenience of, or to meet a requirement of third parties. This includes medical, physical, mental health, and Substance Use Disorders. Third parties include but are not limited to: attorneys, school systems, Employers, and insurers or court ordered commitments except as otherwise stated under Preventive Services.
- Services received from a dental or medical department maintained by or on behalf of an Employer, mutual benefit association, labor union, trust, academic institution, or similar person or group.
- Services for injuries or diseases related to a Covered Person's job to the extent he is covered or required to be covered by a worker's compensation law. If the Covered Person enters into a settlement giving up rights to recover past or future medical Benefits under a worker's compensation law, this Policy will not cover past or future medical services that are the subject of or related to that settlement. In addition, if the Covered Person is covered by a worker's compensation program that limits Benefits if other than specified Providers are used, and the Covered Person receives care or services from a Provider not specified by the program, this Policy will not cover the balance of any costs remaining after the program has paid.
- Vocational Rehabilitation Services.
- For services or supplies primarily for educational, vocational, or training purposes, except as otherwise specified.
- Screening examinations, examinations for or in connection with insurance, employment, extracurricular school activities, or any recreational activities; exercise programs and equipment such as, but not limited to, bicycles and treadmills.
- Care for conditions that the state or local laws, regulations, ordinances or similar provisions require to be provided in a public institution.
- For court ordered testing or care unless the service is Medically Necessary.
- Non Routine Immunizations, screening tests, vaccinations, exams or treatments, such as but not limited to services that:
  - Are related to judicial or administrative proceedings or orders.
  - Are conducted for purposes of medical research.
  - Are to obtain or maintain a license or official document of any type.

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**ALL OTHER EXCLUSIONS** 

- Services received for any Illness or Injury that occurs while serving in the armed forces, including as a result of any act of war, declared or undeclared.
- Injury or Illness resulting from any act or incident of war, whether declared or undeclared, insurrection or any atomic explosion or other release of nuclear energy (except when being used solely for medical treatment of an Injury or Illness), whether in peacetime or in wartime and whether intended or accidental.
- Injury or Illness to which a contributing cause was your commission of or attempt to commit a felony or to which a contributing cause was your being engaged in an illegal occupation.
- Injury or Illness sustained or contracted in consequence of you being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician, including, but not limited to, driving with a blood alcohol content in excess of the legal limit whether or not you are charged, plead guilty or not found guilty.
- Care and treatment for a condition resulting from direct participation in a riot or civil disobedience.
- As a result of any Injury sustained while operating, riding in, or descending from any type of aircraft if the Covered Person is a pilot, officer, or member of the crew of such aircraft or is giving or receiving any kind of training or instructions or otherwise has any duties that require him or her to be aboard the aircraft.
- Intentionally self-inflicted bodily harm, unless the harm resulted from an attempted suicide.

No payment will be Excluded due to unintentional or involuntary inhalation of gas or taking of poisons; pyogenic infections which result from an accidental bodily Injury; bacterial infections which result from the accidental ingestion of a contaminated substance; or the insured's being under the influence of drugs if these drugs were taken as prescribed by a physician.

## SECTION 7. CLAIMS PAYMENT

### DEDUCTIBLE

The Deductible is the amount you are required to pay toward covered charges each year before the Plan begins paying toward your Claims. The specific maximum amount of your Deductible is specified in the Schedule of Benefits attached to your Policy. Your Policy may apply a maximum Deductible for In-Network Providers and a separate maximum Deductible for Out-of-Network Providers.

Each Dependent who is a Covered Person is subject to the same Deductible as the Policyholder. No further Deductible is necessary for the Benefit Year once family Members have accumulated Deductible Amounts that satisfy the family Deductible maximum stated on the Schedule of Benefits. No one individual shall contribute more than his individual Deductible amount for the specific Policy toward the family Deductible. Pharmacy Benefits do not have a family Deductible maximum unless specifically outlined on your Schedule of Benefits.

Deductibles are applied in the order received by the Plan. The Benefits in the Policy are subject to a Deductible, unless otherwise noted. In calculating Benefits payable, the Deductible first shall be applied to the allowable expenses covered by the Policy prior to applying any applicable Co-insurance factor.

Your Policy may require one Deductible amount to be applied for covered medical services received and a separate Deductible to be applied for covered pharmaceutical services. The Schedule of Benefits identifies the Deductible amounts applicable to your Policy. If separate Deductibles do apply, each Deductible amount shall remain separate and distinct from one another.

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#### **DEDUCTIBLES WILL APPLY IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:**

- Existing Covered Persons of the Plan: January 1 through December 31.
- New Covered Persons of existing Policy: Effective Date through December 31.
- Amounts paid toward Non-Covered Services are not part of your Deductible and do not apply toward your Deductible.
- If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

### CO-INSURANCE/ CO-PAYMENTS

Co-insurance is the percentage of covered charges you will be responsible to pay if you have met your Deductible when you receive a Covered Service. In most cases, the Provider may request you pay the Co-insurance/ Co-payment due from you at the time of service.

Co-payment is a fixed amount you will pay when you receive a covered medical service or covered pharmacy service.

- A Co-payment will be required for medical services received whether or not you have met your Deductible.
- The Deductible for pharmacy services must be met before a Co-payment will be required for pharmacy services.
- If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Deductible applicable to the Plan.

The amounts you pay towards your Deductible are not considered a Co-insurance or Co-payment.

### OUT-OF-POCKET MAXIMUM

An important feature of your Policy that provides additional protection to Policyholders and their covered family Members is a maximum annual Out-of-Pocket Limit. Each Calendar Year, the total amount of Co-insurance/ Co-payments you pay for medical services shall not exceed the maximum Out-of-Pocket Limits for medical services established by your Policy. Amounts you pay for Non-Covered Services do not apply toward the maximum

annual Out-of-Pocket Limit. If a Provider, Pharmacy, or any third party payer waives, discounts, reduces, or indirectly pays the required cost sharing for a particular claim; the waived portion, discounted portion, reduced portion, or indirectly paid portion of the cost share will not apply to or reduce any Out-of-Pocket applicable to the Plan.

The specific maximum annual Out-of-Pocket Limits are identified in the Schedule of Benefits attached to your Policy.

Amounts paid as penalties for failing to obtain Preauthorization when required are not applied toward your maximum Out-of-Pocket Limit.

**Note:** Co-insurance/ Co-payment amounts you pay for Covered Services to In-Network Providers shall be applied to the In-Network Maximum Annual Out-of-Pocket Limit only. Please refer to your Schedule of Benefits.

Co-insurance/ Co-payment amounts you pay for Covered Services to Out-of-Network Providers shall be applied to the Out-of-Network Maximum Annual Out-of-Pocket Limit only. Please refer to your Schedule of Benefits.

## MAXIMUM ALLOWED AMOUNT

Reimbursement for services rendered by In-Network and Out-of-Network Providers is based on your Plan's Maximum Allowed Amount for the Covered Service that you receive. The Maximum Allowed Amount for this Plan is the maximum amount of reimbursement we will allow for services and supplies that:

- Meet our definition of Covered Services, to the extent such services and supplies are covered under your Plan and are not excluded;
- Are Medically Necessary; and
- Are provided in accordance with all applicable Pre-authorization, utilization management, or other requirements set forth in your Plan.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible, or have a Co-payment or Co-insurance.

Generally, services received from an Out-of-Network Provider under this Plan are not covered except for Emergency care, or when services have been previously authorized by us. When you receive Covered Services from an Out-of-Network Provider either in an Emergency or when services have been previously authorized, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from a Provider, we will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect our determination of the Maximum Allowed Amount. Our application of these rules does not mean that the Covered Services you received were not Medically Necessary.

## PROVIDER NETWORK STATUS

The Maximum Allowed Amount may vary depending upon whether the Provider is an In-Network or an Out-of-Network Provider.

For Covered Services performed by an In-Network Provider, the Maximum Allowed Amount for your Plan is the rate the Provider has agreed with us to accept as reimbursement for the Covered Services. Because In-Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send you a bill or collect for amounts above the Maximum Allowed Amount. However, you may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Co-payment or Co-insurance.

If you use an Out-of-Network Provider, your entire claim will be denied except for Emergency care, or unless the services were previously authorized by us.

Out-of-Network claims may be priced using the Plan's Usual and Customary Rate, or the pricing arrangements required by applicable State or federal law. In certain situations, the Maximum Allowed Amount for out of area

claims may be based on billed charges, the pricing we would use if the healthcare services had been obtained In-Network, or a special negotiated price.

Out-of-Network Providers may send you a bill and collect for the amount of the Provider's charge that exceeds Our Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing an In-Network Provider will result in lower Out-of-Pocket costs to you.

## **MAXIMUM BENEFITS**

Lifetime Maximum Benefit – there is a Lifetime Maximum Benefit for each Covered Person as stated in the Schedule of Benefits attached to this Policy. The Lifetime Maximum Benefit means the maximum amount of Benefit Payments the Plan will pay to a Covered Person during that individual's lifetime.

## **CLAIMS REVIEW FOR FRAUD, WASTE AND ABUSE**

We have processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking Emergency services, Urgent Care services received in an Urgent Care Center, or other services authorized by us in accordance with this Policy from Out-of-Network Providers could be balanced billed by the Out-of-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

## **RIGHTS TO RECOVERY**

If the amount of the payments made by Cox Health Systems Insurance Company is more than it should have paid under this coordination of Benefits provision, it may recover the excess from the person it has paid or for whom it has paid.

The amount of the payments made includes the reasonable cash value of any Benefits provided in the form of services. This right to recovery is limited to within 12 months from the date the Claim was paid, except in cases of fraud or misrepresentation by the health care Provider.

## SECTION 8. ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE

### ELIGIBILITY

#### ELIGIBLE INDIVIDUAL:

- A lawful permanent resident as defined by the United States Citizenship and Immigration Services (USCIS), with a current U.S. Street address, inside the Cox Health Systems Insurance Company Service Area, and
- Submits a completed appropriate Plan-provided Enrollment form to Plan within the prescribed time limits.

#### ELIGIBLE DEPENDENTS:

An eligible "Dependent" shall mean:

- A lawful permanent resident as defined by the United States Citizenship and Immigration Services (USCIS) with a current U.S. Street address, and inside the Cox Health Systems Insurance Company service area;
- A Policyholder's lawful spouse who is a lawful permanent resident of the U.S. with a current U.S. street address; or
- The child of a Policyholder or their Dependent spouse to include the natural child, step child, foster child, any child for whom the Policyholder or their Dependent spouse has been granted legal custody, or a child in the process of being adopted, from the date of placement in the home who;
  - is under 26 years of age, and / or
  - has a Disability as defined in the "Definitions" Section, provided:
    - Disability occurred prior to age 26
    - That proof of such Disability is furnished to the Plan by the Policyholder within 31 days after the child's attainment of the limiting age.
  - The Plan may require at reasonable intervals during the two years following the child's attainment of the limiting age, subsequent proof of the child's Disability and dependency. After such two-year period, the Plan may require subsequent proof not more than once each year.

A person may not be covered as both a Policyholder and a Dependent under this Policy. Coverage as a Dependent terminates when coverage as a Policyholder begins.

A person may not be covered under this Policy as a Dependent of more than one Policyholder.

### ENROLLMENT

#### INITIAL ENROLLMENT

- An Individual who newly attains eligibility by meeting the terms and conditions as set forth in the Policy may Enroll by submitting to Plan a completed Plan Enrollment form.
- Eligible Dependents must be Enrolled at the same time as the Policyholder.

#### ANNUAL OPEN ENROLLMENT PERIOD(S)

- The Annual Open Enrollment Period shall be held November 1st through December 15th. Qualified Individuals who enroll during this time period will have an effective date of January 1st.
- An Individual who had previously declined Individual and/or Dependent coverage and meets eligibility as set forth in the terms and conditions as set forth in the Policy may Enroll by submitting to Plan a completed Plan Enrollment form during the Annual Open Enrollment Period and any Premiums due.
- Failure to submit the completed application form within the Annual Open Enrollment Period shall constitute waiver of the right to Enroll until the next Annual Open Enrollment Period unless there is a qualifying event.



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## **SPECIAL ENROLLMENT PROVISIONS**

The following describes Special Enrollment provisions that allow for an eligible Individual or Dependent who did not elect coverage under this Policy during Open Enrollment Periods to Enroll with the Plan by means of a qualifying event.

Length of Special Enrollment periods: Unless specifically stated otherwise, a Qualified Individual or enrollee has 60 calendar days before and after the date of a triggering event to select a plan.

Individuals and enrollees may Enroll in a health plan as a result of the following triggering events:

- Loss of coverage with another plan except:
  - For failure to pay Premiums, or
- Loss of coverage as a result of:
  - Exhaustion of COBRA continuation coverage;
  - Termination of employment,
  - Loss of Eligibility for coverage,
  - Death of a spouse,
  - The Individual's legal separation or divorce from spouse,
  - Individual's or Dependent's Loss of coverage under Medicaid or the State's Children's Health Insurance Program (SCHIP),
  - The Individual chooses to disenroll from their health plan at the Benefit Year end.
- Qualifying events as defined under section 603 of the Employee Retirement Income Security Act of 1974, as amended;
  - The qualifying events for employees are:
    - Voluntary or involuntary termination of employment for reasons other than gross misconduct; or
    - Reduction in the number of hours of employment.
  - The qualifying events for spouses are:
    - Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct;
    - Reduction in the hours worked by the covered employee, Covered employee's becoming entitled to Medicare;
    - Divorce or legal separation of the covered employee; or
    - Death of the covered employee.
  - The qualifying events for dependent children are the same as for the spouse with one addition:
    - Loss of dependent child status under the plan rules.
- An Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a Qualified health plan or change from one Qualified health plan to another one time per month; or
- A Qualified Individual or enrollee demonstrates to the Health Insurance Marketplace, in accordance with guidelines issued by HHS, that the individual meets other exceptional circumstances as the Health Insurance Marketplace may provide.
- A Qualified Individual or dependent is a victim of domestic abuse or spousal abandonment and would like to enroll in coverage separate from the perpetrator of the abuse or abandonment;
- A Qualified Individual or dependent is determined to be potentially eligible for Medicaid or Children's Health Insurance Program (CHIP), but is subsequently determined to be ineligible after the open enrollment period has ended or more than 60 days after the qualifying event;
- Newborns and Newly acquired Dependents:
  - An Individual gains a Dependent or becomes a Dependent through marriage, and at least one spouse must demonstrate having minimum essential coverage for one or more days during the 60 days preceding the date of marriage.
  - An Individual gains a Dependent or becomes a Dependent through birth, adoption, or placement for adoption.

- Newborn children of the Policyholder will be covered for an initial period of 31 days plus an additional 10 days from the date of birth. If notice of the newborn is given to us by the Marketplace within the 31 days from birth, additional premium for coverage of the newborn child will be charged for not less than 31 days after the birth of the child. If notice is given by the Marketplace within 60 days of the birth of the child, the Plan may not deny coverage of the child due to failure to notify us of the birth of the child or to pre-enroll the child. Coverage of the child will terminate on the 31<sup>st</sup> day after its birth, unless we have received notice from the Marketplace that you have notified us.
- A child will be considered adopted from the earlier of: (1) the moment of placement for adoption; or (2) the date of an entry of an order granting custody of the child to you. The child will be covered from the date of placement until the 31<sup>st</sup> day after placement, unless the child is removed from your home prior to issuance of a legal decree of adoption.
- The child will be covered on the same basis as any other dependent. Additional premium will be required to continue coverage beyond the 31<sup>st</sup> day following placement of the child and we have received notification from the Marketplace. The required premium will be calculated from the date of placement for adoption. Coverage of the child will terminate on the 31<sup>st</sup> day following placement, unless we have received both: (1) Notification of the addition of the child from the Marketplace within 60 days of the birth or placement and (2) any additional premium required for the addition of the child within 90 days of the date of placement.
  - The term, "placement" means the date that the Policyholder assumes physical custody of the child for the purpose of adoption pursuant to an adoption proceeding.
- In the case of the birth, adoption of a child, or placement for adoption, your spouse may also be Enrolled as your Dependent if he is otherwise eligible for coverage.
  - Other Dependents who are not currently Enrolled cannot be added at this time.
- A court or administrative order stating the Policyholder shall provide insurance for the Dependent child, or a Dependent child who would otherwise meet eligibility requirements for coverage at Open Enrollment.
- If you are enrolled in Policy obtained outside of the Marketplace and apply in writing to add a dependent and you pay the required premiums, we will send you written confirmation of the added dependent member's effective date of coverage and ID Cards for the added dependent.
- Change in Status
  - An Individual, not previously a citizen, national, or lawfully present Individual gains such status;
  - An Individual is determined newly eligible or newly ineligible for Advance Payments of the Premium Tax Credit or has a change in eligibility for Cost-Sharing reductions, regardless of whether such Individual is already enrolled in a health plan;
  - Individuals whose existing coverage through an eligible employer sponsored plan will no longer be affordable or provide minimum value for his or her employer's upcoming Plan Year to access this Special Enrollment period prior to the end of his or her coverage through such eligible employer-sponsored plan; and
  - An Individual or enrollee gains access to new health plans as a result of a permanent move and has had minimum essential coverage for one or more days during the 60 days preceding the date of the permanent move;
  - A Qualified Individual or dependent loses minimum essential coverage, non-calendar year group or individual health insurance coverage, pregnancy-related coverage, access to healthcare services through coverage provided to a pregnant enrollee's unborn child, or medically needed coverage;
  - A Qualified Individual's enrollment or non-enrollment in a Qualified Health Plan is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of the Health Insurance Marketplace or HHS, or its instrumentalities as evaluated and determined by the Health Insurance Marketplace. In such cases, the Health Insurance Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation, or inaction;
  - An enrollee adequately demonstrates to the Health Insurance Marketplace that the Qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relation to

the enrollee's decision to purchase the Qualified Health Plan based on plan benefits, service area or premium;

- An individual who is no longer incarcerated or whose incarceration is pending the disposition of charges;

## EFFECTIVE DATE OF COVERAGE

### ANNUAL OPEN ENROLLMENT PERIOD(S)

The earliest Effective Date for the annual Open Enrollment Period is the first day of the following Benefit Year for an Individual who has made a plan selection during the annual Open Enrollment Period. A Policyholder's actual Effective Date is determined by the date he or she submits a complete application and the applicable Premium.

Coverage for eligible dependents will begin at the same time as the eligible Individual if:

- The Individual has requested Dependent coverage during Annual Open Enrollment Period,
- Submitted a completed application form, and
- Paid the required Premium.

### SPECIAL ENROLLMENT

A Qualified Individual has 60 days to report a qualifying event to the Marketplace and could be granted a 60 day Special Enrollment Period as a result of one of the following events:

If the Individual's request is received by the Plan during the 60 days before or after the triggering event, the coverage shall become effective:

- In the case of marriage, at least one spouse must demonstrate having minimum essential coverage as described in 26 CFR 1.5000A-1(b) for 1 or more days during the 60 days preceding the date of marriage.
- In the case of marriage, coverage is effective on the first day of the first following month after your application is received, but not to be effective until the first of the month following the date of marriage;
- In the case of a Dependent's birth, on the date of such birth; or
- In the case of a Dependent's adoption or placement for adoption, the date of such adoption or placement for adoption, or on the first of the month following the date of birth;
- In the case of a court or administrative order granting Legal Custody/ Guardianship, on the first day of the first day the order is effective;
- In the event of Loss of coverage, or becoming eligible for coverage, coverage is effective on the first day of the following month after your application is received, but not to be effective until the first of the month following the Loss of Minimum Essential coverage or becoming eligible for coverage.
- In the case of an Individual gaining access to new health plans as a result of a permanent move coverage is effective:
  - the first day of the following month if application is received between the 1<sup>st</sup> and 15<sup>th</sup> day of the month
  - the first day of the 2<sup>nd</sup> month if the application is received between the 16<sup>th</sup> and the last day of the month.
- At the option of the Health Insurance Marketplace, a Qualified Individual provides satisfactory documentary evidence to verify his or her eligibility for an insurance affordability program or enrollment in a Qualified Health Plan through the Health Insurance Marketplace following termination of Marketplace enrollment due to a failure to verify such status within the time period specified in 45 C.F.R. §155.315 or is under 100 percent of the federal poverty level and did not enroll in coverage while waiting for HHS to verify his or her citizenship, status as a national or lawful presence.

In the case of birth, adoption or placement for adoption, the coverage is effective on the date of birth, adoption or placement for adoption, but advance payments of the premium tax credit and cost-sharing reductions, if applicable, are not effective until the first day of the following month, unless the birth, adoption, or placement for adoption occurs on the first day of the month. In the case of marriage, or in the case where a Qualified Individual loses minimum essential coverage, the effective date is the first day of the following month.

The Health Insurance Marketplace may provide a coverage effective date for a Qualified Individual earlier than specified in the paragraphs above, provided that either:

- The Qualified Individual has not been determined eligible for advanced payments of the premium tax credit or cost-sharing reductions; or
- The Qualified Individual pays the entire premium for the first partial month of coverage as well as all cost sharing, thereby waiving the benefit of advanced payments of the premium tax credit and cost-sharing reduction payments until the first of the next month.

Effective Dates for loss of Coverage do not include termination or Loss due to:

- Failure to pay Premiums on a timely basis, including COBRA Premiums prior to the expiration of COBRA coverage, or
- Situations allowing for a rescission such as fraud or intentional misrepresentation of material fact.

## **SECTION 9. TERMINATION**

### **TERMINATION OF COVERED PERSON'S COVERAGE**

Except as otherwise provided, your coverage may terminate in the following situations. The information provided below is general and the actual Effective Date of Termination may vary based on your agreement with us and your specific circumstances, such as whether Premium has been paid in full:

- If you voluntarily elect to terminate coverage for yourself or dependents while still eligible, Termination will generally be effective on the last day of the billing period in which we received your notice of Termination.
- If you perform an act or practice that constitutes fraud or an intentional misrepresentation of material fact relating to Claims or application for coverage, then we may terminate your coverage upon a 30 day written notice to the Policyholder as permitted by current state and federal guidelines. You are responsible to pay us for the cost of previously received services based on the Maximum Allowable Amount for such services, less any Co-payments made or Premium paid for such services. On the date your coverage is terminated, we will also terminate your Dependent's coverage. We will notify the Group in the event we terminate you and your Dependent's coverage.
- If payment and/or satisfactory arrangements to pay have not been made in accordance with the terms of the Policy, we may terminate your coverage and may also terminate the coverage of your Dependents, generally effective immediately upon our written notice to you.
- If you permit the use of your or any other Member's Plan ID Card by any other person; use another person's card; or use an invalid card to obtain services, your coverage will terminate immediately upon our written notice to you. Any Subscriber or Dependent involved in the misuse of a Plan ID Card will be liable to and must reimburse us for the Maximum Allowable Amount for services received through such misuse.

The date of termination that the Marketplace provides us upon your request of cancellation to the Marketplace, or if you enrolled directly with us, the date we receive a request from you to terminate this contract, or any later date stated in your request.

If you have enrollment changes (examples include a change in life event (marriage, death) or family status), or questions related to your health insurance coverage, contact the Health Insurance Marketplace at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596.

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### **COVERAGE TERMINATION**

A Policyholder's insurance will terminate upon the occurrence of the first of the following events:

- this Policy terminates;
- the Policyholder voluntarily terminates his coverage under this Policy;
- the date of your death, if you are the only member on this Policy;
- the Premium has not been paid within the grace period.

Coverage for terminating individuals will end on the day prior to the first Service Date following date of Termination notification to Plan. However we may, at our option, allow an earlier Termination Date if you present evidence to us of other existing coverage within the first ten days of a billing period, and no claims have been presented to and paid by us within that billing period.

If this Policy is other than an individual coverage only plan (includes family coverage), it may be continued after your death by:

- Your spouse if, a member, otherwise by
- the youngest child who is a member.

This contract will be changed to a plan appropriate, as determined by us, to the member(s) who continue to be covered under it.

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**DEPENDENT COVERAGE TERMINATION**

The insurance of a Policyholder's Covered Dependent will terminate upon the occurrence of the first of the following events:

- this Policy terminates;
- the Policyholder's coverage terminates for any reason, except due to the Policyholder's attainment of the maximum amount payable under this Policy;
- the required Premium is not paid within the grace period;
- the Dependent no longer meets the eligibility requirements unless the Dependent is incapable of self-support due to mental or physical handicap; or
- an active Policyholder voluntarily terminates Dependent coverage under this Policy.

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**RESTRICTIONS ON TERMINATION**

Should a Policyholder and/or Covered Dependent terminate coverage, eligibility for future coverage shall be at the next Open Enrollment Period unless Special Enrollment/eligibility conditions are met.

## SECTION 10. GRIEVANCES

### GRIEVANCE PROCEDURE

#### DEFINITIONS

A complaint is any expression of concern about a condition in the Plan's operation. A complaint may be initiated in person, in writing, or by telephone to the Member Services Department.

A Grievance is a written complaint submitted by or on behalf of a Member regarding the:

- Availability, delivery or quality of health care services, including a complaint regarding an Adverse Determination made pursuant to Utilization Review;
- Claims payment, handling or reimbursement for health care services; or
- Matters pertaining to the contractual relationship between a Member and a health carrier.

A complaint is only considered a Grievance when it is in writing as a Grievance letter submitted to Cox Health Systems Insurance Company.

A Covered Person may file a Grievance when he feels Cox Health Systems Insurance Company has not adequately responded to his needs.

#### PROCEDURES FOR COMPLAINTS:

Covered Persons with complaints or problems regarding any aspect of services rendered by a Cox Health Systems Insurance Company Provider, or relationships with that Provider should contact the Provider with whom the problem occurred. If the matter is not satisfactorily resolved, the Covered Person may make an informal complaint by contacting Cox Health Systems Insurance Company Member Services Department.

If the informal complaint is not with a particular Provider but is with the administrative operations of Cox Health Systems Insurance Company itself, the Member Services Department should be contacted directly. The Covered Person has the right to contact the Director of the Missouri Department of Insurance at any time for assistance by mail at P.O. Box 690, Jefferson City, MO 65101; or by phone at (800) 726-7390 or (573) 751-2640.

#### PROCEDURES FOR FORMAL GRIEVANCES:

Cox Health Systems Insurance Company has a first-level and second-level Grievance review. A Covered Person, a Covered Person's representative, or a Provider acting on behalf of a Covered Person, may submit a Grievance.

#### *First Level Grievance*

First-level Grievance reviews must be submitted within 180 days from the date of written notice from the Plan to the enrollee of a processed Claim or response to Preauthorization request.

Upon receipt of a request for first-level Grievance review, the Plan will:

- Acknowledge receipt in writing of the Grievance within 10 working days;
- Conduct a complete investigation of the Grievance within 20 working days after receipt of a Grievance, unless the investigation cannot be completed within this time. If the investigation cannot be completed within 20 working days after receipt of a Grievance, the Covered Person shall be notified in writing on or before the 20<sup>th</sup> working day and the investigation shall be completed within 30 working days thereafter. The notice shall set forth with specificity the reasons for which additional time is needed for the investigation;
- Within 5 working days after the investigation is completed, someone not involved in the circumstances giving rise to the Grievance or its investigation will decide upon the appropriate resolution of the Grievance and notify you in writing of the Plan's decision regarding the Grievance and of the right to file for a second-level review. The notice shall explain the resolution of the Grievance and the right to file for a second-level review in terms which are clear and specific;
- Within 15 working days after the investigation is completed the Covered Person and/or the person who submitted the Grievance will be notified in writing of the Plan's decision regarding the Grievance. The

notice of the Plan's decision will include the Covered Person's or the Plan's rights to file a request for review with the Missouri Department of Insurance.

- The Covered Person has the right to contact the Director of the Missouri Department of Insurance at any time regarding a Grievance: P.O. Box 690, Jefferson City, MO 65101, (800) 726-7390 or (573) 751-2640. If the Grievance is unresolved by the Missouri Department of Insurance, then it shall be resolved by referral to an independent review organization.

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### **Second Level Grievance**

Second-level Grievance reviews must be submitted within 180 days from the date of written notice from the Plan to the person who submitted the First-level Grievance.

- Upon receipt of a request for second-level review, the Plan will submit the Grievance to a Grievance/Appeal Committee consisting of:
  - Other Members and the Representatives of Cox HealthPlans who were not involved in the circumstances giving rise to the Grievance or in any subsequent investigation or determination of the Grievance. Timeframes for a second-level review will be the same as the timeframes for a first-level review.
- Where the second level review involves an Adverse Determination, a majority of persons serving on the committee will be appropriate clinical peers in the same or similar specialty as would typically manage the case being reviewed who were not involved in the circumstance giving rise to the Grievance or in any subsequent determination of the Grievance.
- The Covered Person has the right to contact the Director of the Missouri Department of Insurance at any time regarding a Grievance: P.O. Box 690, Jefferson City, MO 65101, (800) 726-7390 or (573) 751-2640. If the Grievance is unresolved by the Missouri Department of Insurance, then it shall be resolved by referral to an independent review organization.

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### **EXPEDITED REVIEW OF GRIEVANCES**

The Plan has written procedures for the expedited review of a Grievance involving a situation where the time frame of the standard Grievance procedures would seriously jeopardize the life or health of a Covered Person or would jeopardize the Covered Person's ability to regain maximum function. A request for an expedited review may be submitted orally or in writing. However, for purposes of the Grievance register requirements, the request shall not be considered a Grievance unless the request is submitted in writing. Expedited review procedures shall be available to a Covered Person, the representative of a Covered Person, and to the Provider acting on behalf of a Covered Person. Please call the phone number on the back of your ID card to submit an oral request for an expedited review and for instruction on how to submit the request in writing.

The Plan will notify the Covered Person orally within 72 hours after receiving a request for an expedited review of the Plan's determination, and shall provide written confirmation of its decision covering an expedited review within 3 working days of providing the notification of the determination.



## SECTION 11. GENERAL PROVISIONS

### POLICYHOLDER PROVISIONS

#### ENTIRE CONTRACT; CHANGES

This Individual Health Plan Policy (Policy), the Individual Application, the Premium Schedule, and attached papers shall constitute the "Contract" between the Plan and the Policyholder.

No change in this Contract shall be effective until approved by one of the Plan's Company Officers. This approval must be noted on or attached to the Individual Application. No agent may change this Policy or waive any of its provisions. A copy of the Contract shall be supplied to the Policyholder when issued.

#### PREMIUMS

The initial Premium rates in effect on the Effective Date of Coverage are illustrated on the Final Rate illustration approved and accepted by the Policyholder during the initial Enrollment process. The initial Premium must be paid in advance of the Effective Date of Coverage.

Premiums as approved and accepted by the Policyholder during the initial Enrollment process will be in effect from the Effective Date of Coverage through the end of the Calendar Year, unless:

- Otherwise agreed upon by the Plan and the Policyholder within the Individual Application for a shortened or extended time period,
- If a Covered Person's birthday moves them into the next age classification, your Premium will change. Your Premium is based upon the ages at the first of each month of all Covered Persons covered by this Policy,
- The terms of the contract change.

Thereafter, the Plan shall have the right to change the Premiums as of the anniversary date of the Policyholder's Effective Date of Coverage, in which case the Policyholder will be notified at least 31 days prior to the anniversary date. The adjusted renewal rates are illustrated on the Renewal Authorization supplied within the above notification. Adjusted renewal rates will take effect upon the first month of the renewal period and will be deemed accepted upon payment of the first Premium due upon renewal.

#### GRACE PERIOD

##### When a member is receiving a premium subsidy:

After the first premium is paid, a grace period of 3 months from the premium due date is given for the payment of premium. Coverage will remain in force during the grace period. If full payment of premium is not received within the grace period, coverage will be terminated as of the last day of the first month during the grace period, if advance premium tax credits are received.

We will continue to pay all appropriate claims for covered services rendered to the member during the first month of the grace period, and may pend claims for covered services rendered to the member in the second and third month of the grace period. We will notify HHS of the non-payment of premiums, the member, as well as providers of the possibility of denied claims when the member is in the second and third month of the grace period. We will continue to collect advance premium tax credits on behalf of the member from the Department of the Treasury, and will return the advance premium tax credits on behalf of the member for the second and third month of the grace period if the member exhausts their grace period as described above.

##### When a member is not receiving a premium subsidy:

Premium payments are due in advance, on a calendar month basis. Monthly payments are due on or before the first day of each month for coverage effective during such month. There is a 31 day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, the Contract will stay in force; however, claims may pend for covered services rendered to the member during the grace period. We will notify HHS, as necessary, of the non-payment of

premiums, the member, as well as providers of the possibility of denied claims when the member is in the grace period.

### **Third Party Payment of Premiums**

Cox HealthPlans requires each Policyholder to pay his or her premiums and this is communicated on your monthly billing statements. Our payment policies were developed based on guidance from the Centers for Medicare and Medicaid Services (CMS) recommendations against accepting third party premiums. Consistent with CMS guidance, the following are the ONLY acceptable third parties who may pay premiums on your behalf:

1. Ryan White HIV/AIDS Program under title XXVI of the Public Health Service Act;
2. Indian tribes, tribal organizations or urban Indian organizations;
3. State and Federal Government programs; or
4. Family members.

Upon discovery that premiums were paid by a person or entity other than those listed above, we will reject the payment

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### **MISSTATEMENT OF AGE**

If the age of the Covered Person has been misstated, amounts payable under this Policy shall be such as the Premium paid would have purchased at the correct age.

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### **PAYMENT**

Premium payments are due the first business day of the effective coverage month. The Policyholder agrees to remit on or before the Premium due date the full monthly Premium payment set forth in the Premium schedule for each eligible Policyholder and Dependent(s) Enrolled here under, in accordance with the Plan's records.

If payment in full is not received within 31 days after the Premium due date, coverage will be terminated unless otherwise agreed upon by the Plan, at its option.

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### **REINSTATEMENT**

If you fail to make your Premium payment within the Grace Period allowed (31 days from the due date) and we, or any agent duly authorized by us to accept Premium, accepts the Premium due, without requiring in connection with the Premium an Application for reinstatement, shall reinstate the Policy; provided, however, that if we or such agent requires an Application for reinstatement and issues a conditional receipt for the Premium tendered, the Policy will be reinstated upon our approval of such Application, or, lacking notification by us to the insured of the disapproval of the Application for reinstatement, upon the 45th day following the conditional receipt. If reinstatement of the Policy is granted, the Policyholder may be required to utilize the ACH Direct Debit Program, or other payment arrangements agreed upon by both parties, for future Premium payments. If reinstatement is granted, there will be no lapse in coverage.

For coverage purchased via the Health Insurance Marketplace, the Health Insurance Marketplace should be contacted for reinstatement.

The Rescissions provision will apply to statements made on the reinstatement application, based on the date of reinstatement.

In all other respects, you and we will have the same rights as before your contract lapsed.

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### **TERMINATION**

The Contract will become effective at 12:01 AM Central Time on the Effective Date of Coverage as specified in the Individual Application, and will remain in force for 12 months, or as agreed upon by the Plan and Policyholder, subject to the right of either the Plan or the Policyholder to terminate the Contract.

The Contract will be terminated without notice as of 12:00 midnight on the last day of the 31 day grace period following the Premium due date if Premiums are not paid on or before the due date or during that grace period, unless otherwise agreed upon by the Plan. If the Contract is terminated due to non-payment of Premiums; the

Plan reserves the right to require an advance payment of 3 months estimated Premium as an advance deposit to reinstate the coverage for the remainder of the 12 month period. The advance deposit at the Plan's discretion would be:

- Applied to the last 3 months of the Policyholder's annual Contract; or
- Returned at the Termination of the Contract less any unpaid Premiums or Claims paid after Termination Date.

The Contract may be terminated upon a 30 day written notice to the Policyholder for an act or practice that constitutes fraud or an intentional misrepresentation of material fact by the Policyholder, or with respect to the coverage of individual Covered Dependents, by the Policyholder or his representative as permitted by current state and federal guidelines. This contract Termination provision is subject to the "Time Limit on Certain Defenses" provision as stated in this section. The Insured's right to examination of coverage allows 10 days following the date of delivery in which to examine the insurance coverage and to return that coverage for a full refund of Premium.

If the Contract is terminated by the Policyholder without 31 days prior written notice to the Plan, and Claims are paid for services received after the date of the Termination, the Policyholder will be liable for Premiums and service charges for the billing period or periods in which Claims were paid.

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### **UNPAID PREMIUM**

Upon the payment of a Claim under this Policy, any Premium then due and unpaid or covered by any note or written order may be deducted therefrom.

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### **TERM OF AGREEMENT**

This Agreement shall remain in effect for the first year and thereafter for successive years unless terminated as provided herein. The term of the Agreement may differ, if specified in the Individual Application.

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### **REFUND UPON CANCELLATION**

We will refund any premium paid and not earned due to contract termination. You may cancel the contract at any time by written notice, delivered or mailed to the Marketplace, or if an off-exchange member by written notice, delivered or mailed to us. Such cancellation shall become effective the last day of the month in which notification is received, or on such later date specified in the notice ending on the last day of the specified month. If you cancel, we shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 days of the termination effective date. Cancellation shall be without prejudice to any claim originating prior to the effective date of the cancellation.

For coverage purchased within the Marketplace, the Health Insurance Marketplace should be contacted for cancellation effective dates at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596.

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### **CHANGE OF OCCUPATION**

If the insured be injured or contract sickness after having changed his occupation to one classified by the insurer as more hazardous than that stated in this Policy or while doing for compensation anything pertaining to an occupation so classified, the insurer will pay only such portion of the indemnities provided in this Policy as the Premium paid would have purchased at the rates and within the limits fixed by the insurer for such more hazardous occupation.

If the insured changes his occupation to one classified by the insurer as less hazardous than that stated in this Policy, the insurer, upon receipt of proof of such change of occupation, will reduce the Premium rate accordingly, and will return the excess pro rata unearned Premium from the date of change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is the more recent. In applying this provision, the classification of occupational risk and the Premium rates shall be such as have been last filed by the insurer prior to the occurrence of the Loss for which the insurer is liable, or prior to date of proof of change in occupation with the state official having supervision of insurance in the state where the insured resided at the time this Policy was issued; but if such filing was not required, then the classification of occupational risk and the

Premium rates shall be those last made effective by the insurer in such state prior to the occurrence of the Loss or prior to the date of proof of change in occupation.

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## **AMENDMENTS TO POLICY**

This Policy may be amended at any time by agreement between the Policyholder and the Plan without the consent or notice to any Covered Person or beneficiary. To be effective, such Amendment will be evidenced by an endorsement signed by the Plan's President or Secretary. If an Amendment affects the rights described in the Policy, the Plan will issue Amendments or a revised Policy if applicable to the Policyholder for delivery to each Policyholder.

Any Amendment shall be without prejudice to any Claim arising prior to the date of the change.

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## **TIME LIMIT ON CERTAIN DEFENSES**

After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a Claim for Loss incurred commencing after the expiration of such two-year period.

The foregoing Policy provision shall not be so construed as to affect any legal requirements for avoidance of a Policy, or denial of a Claim during such initial two-year period, nor to limit the application of RSMo 376.777.1 in the event of misstatement with respect to age or occupation or other insurance.

After this Policy has been in force for a period of three years during the lifetime of the insured (excluding any period during which the insured is Disabled), it shall be uncontestable as to the statements contained in the application.

No Claim for Loss incurred commencing after two years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not Excluded from coverage by name or specific description effective on the date of Loss had existed prior to the Effective Date of coverage of this Policy.

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## **CONFORMITY WITH STATE AND FEDERAL STATUTES**

Any provision of this Policy which, on its Effective Date, is in conflict with the federal law or the laws of the state in which the Policyholder resides on that date is amended to conform to the minimum requirements of such laws.

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## **TIME PERIODS**

All periods of insurance begin and end at 12:01 AM, Central Time.

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## **FILING OF CLAIMS**

The Plan shall furnish to the person making a Claim, or to the Policyholder for delivery to such person, such forms as are usually furnished by it for filing proof of Loss. If such forms are not furnished before the expiration of 15 days after the Plan receives notice of any Claim under the Policy, the person making such Claim shall be deemed to have complied with the requirements of the Policy as to proof of Loss upon submission, within the time fixed by the Policy for filing proof of Loss, written proof covering the occurrence, character, and extent of the Loss for which Claim is made.

All Benefits payable under the Policy, other than Benefits for Loss of time, shall be payable not more than 30 days after receipt of proof, subject to due proof of Loss. Accrued Benefits payable under the Policy for Loss of time shall be paid not less frequently than monthly during the continuance of the period for which the Plan is liable, and any balance remaining unpaid at the Termination of such period shall be paid as soon as possible after receipt of such proof.

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## **NOTICE OF CLAIMS**

Written notice of Claims must be given to us within 20 days after the occurrence or commencement of any Loss covered by the Policy, or as soon as thereafter is reasonably possible. Notice given by or on behalf of the insured of the beneficiary to the insured at Cox HealthPlans, or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.

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**POLICY**

The Plan will issue to the Policyholder, for delivery to each person insured, a Policy setting forth a statement as to the insurance protection to which that person is entitled, to whom the insurance Benefits are payable, and a statement as to any family Member's or dependents' coverage.

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**PROOF OF CLAIM**

Written proof of Loss must be furnished to the insurer at its said office in case of Claim for Loss for which this Policy provides any periodic payment contingent upon continuing Loss within ninety days after the termination of the period for which the insurer is liable and in case of Claim for any other Loss within ninety days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Written proof must be given to us at our operating office, P.O. Box 5750, Springfield, Missouri 65801-5750.

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**PHYSICAL EXAMINATIONS**

The Plan shall have the right and opportunity, at the Plan's own expense, to examine the person of the individual for whom Claim is made when and so often as it may reasonably require during the pendency of the Claim under the Policy, and also the right and opportunity, at the Plan's own expense, to request an autopsy in case of death where it is not prohibited by law.

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**LEGAL ACTIONS**

No legal action may be brought to recover on this Policy within 60 days after written proof of Loss has been given as required by this Policy. No such action may be brought after 3 years from the time written proof of Loss is required to be given.

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**PROCESSING OF THE FILED CLAIM**

Eligible reimbursements payable under this Policy will be paid immediately upon receipt of due written proof of Claim.

All eligible reimbursement will be payable to In-Network Providers. Reimbursement for services received from an Out-of-Network Provider will be paid to the Covered Person unless there was an assignment of Benefits signed by the Covered Person allowing payment directly to the Out-of-Network Provider.

The Plan will send a Covered Person an Explanation of Benefits form or letter to show what services were paid, how much was paid, who was paid, when payment was made or why payment for some services was not made or was made in part.

If the Plan denies all or any part of a Covered Person's Claim, the Plan will send the Covered Person an Explanation of Benefits form or a letter telling why the Claim was denied. The form or letter may also tell the Covered Person what other information, if any, the Plan would need to reconsider its decision.

Cox Health Systems Insurance Company reserves the right to audit any Claim filed for reimbursement. If a Covered Person does not agree with the Plan's decision, he has the right to file a Grievance.

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**INSURANCE WITH OTHER INSURERS – EXPENSE INCURRED BENEFITS**

If there be other valid coverage, not with this insurer, providing Benefits for the same Loss on a provision of service basis or on an expense incurred basis and of which this insurer has not been given written notice prior to the occurrence or commencement of Loss, the only liability under any expense incurred coverage of this Policy shall be for such proportion of the Loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same Loss of which this insurer had notice bears to the total like amounts under all valid coverages for such Loss, and for the return of such portion of the Premiums paid as shall exceed the pro rata portion for the amount so determined. For the purpose of applying

this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

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## **INSURANCE WITH OTHER INSURERS – OTHER BENEFITS**

If there be other valid coverage, not with this insurer, providing Benefits for the same Loss on other than an expense incurred basis and of which this insurer has not been given written notice prior to the occurrence or commencement of Loss, the only liability for such Benefits under this Policy shall be for such proportion of the indemnities otherwise provided hereunder for such Loss as the like indemnities of which the insurer had notice (including the indemnities under this Policy) bear to the total amount of all like indemnities for such Loss, and for the return of such portion of the Premium paid as shall exceed the pro rata portion for the indemnities thus determined.

## **MEDICARE COORDINATION OF BENEFITS**

Benefits will be coordinated for any person covered under either Part A or Part B of Medicare, not only for persons covered under both Medicare Part A and Part B.

When any Covered Person is eligible for Medicare, any Medicare Benefits will reduce all Policy Benefits otherwise payable with respect to the Covered Person. For the purposes of this provision, Benefits will be paid on the basis that the Covered Person is covered by either Part A or Part B of Medicare. If the Covered Person should not receive Benefits under either Part A or Part B because of:

- Failure to Enroll when required; or
- Failure to pay any Premiums that may be required for full coverage of the person under Medicare; or
- Failure to file any written request or Claim required for payment of Medicare Benefits, the Plan will make determination of the total Benefits that would have been payable under Medicare in the absence of this failure.

## **RENEWABILITY OF INSURANCE**

This Policy is guaranteed renewable on a year-to-year basis, for Policyholders and Dependents, except for the following reasons:

1. Nonpayment of required Premiums or failure to make timely payment;
2. Fraud or intentional misrepresentation of material fact by the Policyholder, or for coverage of a Covered Person, or for fraud or intentional misrepresentation of material fact by the Covered Person or that person's representative. This exception is subject to the "Time Limit on Certain Defenses" as stated in the General Provisions of this Policy;
3. Noncompliance with the Policy provisions;
4. The Health Insurance is offered through a Network plan and there is no longer an Policyholder or Dependent residing or working in our Service Area;
5. The Plan decides to discontinue offering Health Insurance in the individual market in the state in which the Policyholder's Policy was originally delivered, in which event the Plan will provide the applicable State authority and the Policyholder written notice 180 days prior to the discontinuance and the Plan will discontinue Health Insurance issued or issued for delivery in the individual market in that state and will not renew coverage.

All insurance under the Policy for the Policyholder and its Covered Dependents shall terminate under provisions of:

- Number 1., at 12:01 AM, Central Time, on the Premium due date following the end of the month for which the last Premium payment is made for the Policyholder's insurance; and
- Numbers 2. through 4., at 12:01 AM, Central Time, on the Premium due date coinciding with or next following the date the event took place.
- Number 5. , at 12:01 AM, Central Time, on the date set forth in the notice.

## SECTION 12. DEFINITIONS

### TERMS USED HEREIN SHALL BE DEEMED TO DEFINE WORDS THAT ARE USED IN THIS POLICY.

These Definitions shall not be construed to provide coverage under any Benefit unless specifically provided by that Benefit. Pronouns used in this Policy shall apply to both sexes.

**Advanced Premium Tax Credit:** means the tax credit provided by the Affordable Care Act to help you afford health coverage purchased through the Marketplace. Advance payments of the tax credit can be used right away to lower your monthly premium costs. If you qualify, you may choose how much advance credit payments to apply to your premiums each month, up to the maximum amount. If the amount of advance credit payments you get for the year is less than the tax credit you're due, you'll get the difference as refundable credit when you file your federal income tax return. If your advance payments for the year are more than the amount of your credit, you must repay the excess advance payments with your tax return.

**Adverse Determination:** A determination by a health carrier or its designee Utilization Review organization that an admission, availability of care, continued stay or other health care service has been reviewed and, based upon the information provided, does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness, and the payment for the requested service is therefore denied, reduced or terminated.


**Alcoholism Treatment Facility:** A Residential or Nonresidential Facility certified by the Department of Mental Health for treatment of alcoholism / Substance Use Disorder.

**Allowed Amount:** The maximum amount on which payment is based for covered health care services. This may be called "eligible expense," "payment allowance" or "negotiated rate." If your Provider charges more than the Allowed Amount, you may have to pay the difference.

**Ambulatory Surgical Center:** A facility, with an organized staff of Physicians, that:

- Is licensed as such, where required.
- Has permanent facilities and equipment for the primary purpose of performing surgical procedures on an Outpatient basis.
- Provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the facility.
- Does not provide Inpatient accommodations; and is not, other than incidentally, used as an office or clinic for the private practice of a Physician.

**Amendment (Amend):** A formal document signed by the representatives of Cox Health Systems Insurance Company. The Amendment changes the provisions of the Policy and applies to all Covered Persons, including those persons covered before the Amendment becomes effective, unless otherwise specified.

 **Autism Treatment Definitions** include the following which apply specifically to the treatment of Autism Spectrum Disorders as the Benefits are described in the Covered Services Section of this document:

- **Autism Spectrum Disorders** means a neurobiological disorder, an Illness of the nervous system, which includes Autistic Disorder, Asperger's Disorder, Pervasive Developmental Disorder Not Otherwise Specified, Rett's Disorder, and Childhood Disintegrative Disorder, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.
- **Applied behavior analysis (ABA)** means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationships between environment and behavior.
- **Autism service Provider** includes:
  - Any person, entity, or group that provides diagnostic or treatment services for Autism Spectrum Disorders who is licensed or certified by the state of Missouri; or

- Any person who is licensed under chapter 337 as a board-certified behavior analyst by the behavior analyst certification board or licensed under chapter 337 as an assistant board-certified behavior analyst.
- **Diagnosis of Autism Spectrum Disorders** includes Medically Necessary assessments, evaluations, or tests in order to diagnose whether an individual has an Autism Spectrum Disorder.
- **Habilitative or rehabilitative care** includes professional, counseling, and guidance services and treatment programs, including applied behavior analysis (ABA), that are necessary to develop the functioning of an individual.
  - **Line therapist** means an individual who provides supervision of an individual diagnosed with an Autism diagnosis and other neurodevelopmental disorders pursuant to the prescribed treatment plan, and implements specific behavioral interventions as outlined in the behavior plan under the direct supervision of a licensed behavior analyst.
  - **Pharmacy care** includes medications used to address symptoms of an Autism Spectrum Disorder prescribed by a licensed Physician, and any health-related services deemed Medically Necessary to determine the need or effectiveness of the medications only to the extent that such medications are included in the insured's health benefit plan.
  - **Psychiatric care** includes direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices.
  - **Psychological care** includes direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices.
  - **Therapeutic care** includes services provided by licensed speech therapists, occupational therapists, or physical therapists.
  - **Treatment for Autism Spectrum Disorders** means care prescribed or ordered for an individual diagnosed with an Autism Spectrum Disorder by a licensed Physician or licensed psychologist, including equipment Medically Necessary for such care, pursuant to the powers granted under such licensed Physician's or licensed psychologist's license, including, but not limited to:
    - Psychiatric care;
    - Psychological care;
    - Habilitative or rehabilitative care, including applied behavior analysis (ABA) therapy;
    - Therapeutic care;
    - Pharmacy care.

**Balance Billing:** Occurs when a Provider bills you for the difference between the Provider's charge and the Allowed Amount.

**Benefits:** Your right to payment for Covered Health Services that are available under the Policy. Your right to Benefits is subject to the terms, conditions, limitations and exclusions of the Policy, including this Policy and any attached Riders and Amendments.

**Benefit Year:** The period starting on January 1 of any Calendar Year and ending on December 31 of such Calendar Year.

**Brand Name Medication:** A Prescription medication that is usually manufactured and sold under a name or trademark by a pharmaceutical manufacturer.

**Calendar Year:** The period starting on January 1 of any year and ending on December 31 of such year.

**Case Management:** A coordinated set of activities conducted for individual patient management of serious, complicated, protracted or other health Conditions. Case Management may include:

- Assessment of your individual Benefit needs.
- Formulation and modification of a comprehensive Benefit plan of action.
- Coordination of Benefits.
- Evaluation of the effectiveness of the Plan of action.
- Negotiation of extra-contractual services, if necessary.



**Chemical Dependence, or Substance Use Disorder:** The psychological or physiological dependence upon or abuse of drugs, including alcohol, characterized by drug tolerance or withdrawal and the impairment of social or occupational role functioning or both.

**Chiropractic Services:** Shall be defined as diagnosis, clinically appropriate and Medically Necessary services and supplies required to treat the diagnosed disorder when delivered by a licensed chiropractor acting within the scope of his or her practice/license.

**Claim:** A written request or demand by a Claimant for the payment of health care services provided, whether made in electronic format by a Provider or in an electronic or non-electronic format by an insured or Member.

**Claimant:** The Covered Person for whom services or supplies or materials are rendered.

**Company:** Refers to Cox Health Systems Insurance Company.

**Co-payment:** A specific dollar amount of the Maximum Allowable Amount for Covered Services that is indicated in the Schedule of Benefits which you must pay. The Co-payment does not apply to any Deductible or Co-insurance that you are required to pay. Your Co-payment will be the lesser of the amount shown in the Schedule of Benefits or amount charged by the Provider.

**Co-insurance:** A specific percentage of the Maximum Allowable Amount for Covered Services indicated in the Schedule of Benefits that you must pay. Co-insurance normally applies after the Deductible, if applicable, that you are required to pay. See the Schedule of Benefits for any exceptions.

**Complications of Pregnancy:** Conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Morning sickness and a non-Emergency caesarean section aren't Complications of Pregnancy.

**Cost-share:** The share of costs covered by your Plan that you pay out of your own pocket. This term generally includes deductibles, Co-insurance, and Co-payments, or similar charges, but it doesn't include Premiums, Balance Billing amounts for non-Network Providers, or the cost of Non-Covered Services.

**Cost-sharing reductions:** Lower the amount you have to pay in Deductibles, Copayments and Coinsurance. To qualify for Cost Sharing Reductions, an eligible individual must enroll in a silver level Plan through the Marketplace or be a member of a federally recognized American Indian tribe and/or an Alaskan Native enrolled in a QHP through the Marketplace. Covered service or covered service expenses means healthcare services, supplies or treatment as described in this contract which are performed, prescribed, directed or authorized by a physician. To be a covered service the service, supply or treatment must be:

1. Provided or incurred while the member's coverage is in force under this contract;
2. Covered by a specific benefit provision of this contract; and
3. Not excluded anywhere in this contract.

**Covered Dependent:** Each person who is eligible as provided herein, and Enrolled by a Policyholder.

**Covered Expense:** A legitimate Injury or Illness expense from a Provider, resulting from the Usual and Customary services rendered to the Covered Person.

**Covered Person:** A Policyholder or a Covered Dependent.

**Covered Service:** Any service listed in the Policy under the section titled "Covered Services".

**Custodial Care:** Treatment or services, regardless of who recommends such treatment or services; as

- non-health related services, such as domiciliary care &/or personal care/assistance in activities of daily living\*
- services which do not require administration by trained medical personnel in order to be delivered safely & effectively
- services that can be trained by skilled personnel for non-skilled personnel to perform health-related services which do not seek to cure or which are provided during periods when the medical condition of the patient who requires the service is not changing.

\*Activities of daily living: care that consists of providing food (including special diets), clothing & shelter; personal hygiene services; observation & general monitoring; bowel training or management (unless abnormalities in bowel function are of a severity to result in a need for medical or surgical interventions in

the absence of skilled services); safety precautions; general preventive procedures (such as turning to prevent bedsores); passive exercise, companionship; recreation; transportation; and such other elements of personal care that reasonably can be performed by an untrained adult with minimal instruction or supervision. Activities of daily living may also be referred to as 'essential of daily living'.

**Deductible**, if applicable: The amount you must pay for Covered Health Services in a Calendar year before we will begin paying for Benefits in that Calendar year. Deductible amounts are separate from and not reduced by Co-payments. Deductibles, Co-payments and Co-insurance are included in any Out-of-Pocket Maximum you pay.

- **Embedded:** The Plan Deductible is the amount that you pay during a Calendar Year before the health plan "kicks in" to reimburse for medical expenses. Some plans may pay certain Benefits before the Deductible is satisfied, for example office visits may be covered with a Co-payment. Some plans may have an additional Deductible for certain expenses; a common example is an additional Deductible for Prescription Drugs. In general, the Subscriber must pay the Deductible amount before the Plan reimburses for covered medical expenses.

If any family Member reaches the Individual Deductible, the Deductible is then satisfied for that family Member. If any combination of family Members reach the family Deductible, the Deductible is then satisfied for the entire family.

**Disability, Total Disability:** The Covered Person's inability, because of Illness or Injury, to perform the material and substantial duties of the Covered Person's occupation for a period of at least 12 months, unless the total Benefit period is less than 12 months. After the initial Benefit period, Total Disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the Covered Person is qualified by education, training, or experience.

**Disposable:** Medical equipment and supplies are items that have a very limited life expectancy, are consumable, expendable, Disposable, or non-Durable, which are required to support ongoing treatment of chronic medical conditions such as diabetes, asthma, or bowel/bladder resection patients.

**Durable Medical Equipment (DME):** Equipment that can withstand repeated use, is primarily and/or customarily used to serve a medical purpose, is generally not useful to a person in the absence of Illness or Injury, and is appropriate for use in the home.

**Effective Date:** Coverage beginning on the agreed to date specified in the Individual Application, and Policy.

**Emergency Medical Condition:** The sudden and, at the time, unexpected onset of a health condition that manifests itself by symptoms of sufficient severity, regardless of the final diagnosis that is given, that would lead a prudent layperson, possessing an average knowledge of health and medicine, to believe that immediate medical care is required, which may include, but shall not be limited to:

- Placing the person's health in significant jeopardy.
- Serious impairment to a bodily function.
- Serious dysfunction of any bodily organ or part.
- Inadequately controlled pain.
- With respect to a pregnant woman who is having contractions; that there is inadequate time to effect a safe transfer to another Hospital before delivery; or transfer to another Hospital may pose a threat to the health or safety of the woman or unborn child.



**Emergency Medical Transportation:** Ambulance services for an Emergency Medical Condition.

**Emergency Room Care:** Emergency Services received in an Emergency Room.

**Emergency Services:** A health care item or service furnished or required to evaluate and treat an Emergency Medical Condition, which may include, but shall not be limited to, health care services that are provided in a licensed Hospital's emergency facility by an appropriate Provider.

**Enroll:** To make electronic/written application for coverage on the prescribed forms. Enrollment is not completed until the Plan receives and approves such forms.

**Enrollment Date:** The first day that a Covered Person is covered under the Policy.

**Excluded Services:** Health care services that the Plan doesn't pay for or cover.

**Experimental, Investigational, or for Research** means Cox Health Systems Insurance Company will determine one or more of the following after consultation with a medical professional:

- The procedure, service or supply is under study in an ongoing Phase I, or II Clinical Trial as set forth in the United States Food and Drug Administration (USFDA) regulation, regardless of whether the trial is subject to USFDA oversight.
- The procedure, service, or supply has not been determined through objective, evidenced based, peer-reviewed medical literature to be safe and effective for the proposed use.
- Cox Health Systems Insurance Company will make its determination based on:
  - published reports in authoritative medical literature; and
  - regulations, reports, publications and evaluations issued by government agencies such as the Agency for Health Care Policy and Research, the National Institutes of Health, the USFDA. (Does not apply to Phase III or IV USFDA Clinical Trials.)
- In the case of a drug, a device, or other supply that is subject to USFDA approval:
  - it does not have USFDA approval;
  - it has USFDA approval only under its Treatment Investigational New Drug regulation or a similar regulation; or
  - it has USDA approval, but is being used for an indication or at a dosage that is not an accepted off-label use. (Does not apply to Phase III or IV USFDA Clinical Trials)
- An accepted off-label use of an USFDA-approved drug is a use which is determined by Cox Health Systems Insurance Company to be:
  - included in one or more of the following medical compendia: The American Medical Association Drug Evaluations, The American Hospital Formulary Service Drug Information, The United States Pharmacopoeia Information and other authoritative compendia as identified from time to time by the Secretary of Health and Human Services; or
  - the procedure, service, or supply has not been determined through peer-reviewed, objective, evidence-based, medical literature to be safe and effective for the proposed use.
- The Provider's research protocols indicate that the procedure, service, or supply is Investigational or Experimental.

**Federally Eligible Individual** under the Health Insurance Portability and Accountability Act (HIPAA) means:

1. An individual that had at least 18 months of prior Creditable Coverage with no break in coverage of 63 days or longer;
2. The individual's prior Creditable Coverage must have been under a group health plan, church plan or government plan;
3. The individual may not be eligible for coverage under any group health coverage, Medicare or Medicaid;
4. The individual has both elected and exhausted any continuation coverage under COBRA or similar state program; and
5. The individual may not have been terminated from their most recent coverage as a result of fraud or non-payment of Premium.

**Formulary:** A list of drug products that is available for use by Covered Persons. The Formulary is periodically updated, maintained, and approved by the Plan, Pharmacy and Therapeutics Committee, or delegate.

**Generic Medication:** A medication that is identified by the chemical name, and is a pharmaceutical equivalent of one or more Brand Name Medications. A Generic Medication is approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength, and effectiveness as the Brand Name Medication.

**Genetic Testing:** A process which involves examining an individual's genetic material for the presence of a change that indicates why they may have developed a disease or disorder. Genetic Testing may also tell if someone is at increased risk for developing a disease in the future and/or provide information to Providers that would affect the outcome of treatment.

**Grievance:** A written complaint submitted by or on behalf of an enrollee regarding the:

- Availability, delivery or quality of health care services, including a complaint regarding an Adverse Determination made pursuant to Utilization Review;
- Claims payment, handling or reimbursement for health care services; or
- Matters pertaining to the contractual relationship between an enrollee and a health carrier.

**Habilitation Services:** Health care services that help a person keep learn or improve skills and functioning for daily living. These services may include physical and occupational therapy, speech-language pathology and other services for people with Disabilities in a variety of Inpatient and/or Outpatient settings.

**Homebound:** Covered Persons who are confined to the home. The Covered Person does not have to be bedridden to be considered as confined to the home; however, the condition should be such that there exists an expected inability to leave the home, and leaving the home would require a considerable and taxing effort. If the Covered Person does in fact leave the home, he may nevertheless be considered Homebound if the absences from the home are infrequent or of relatively short duration.

**Home Care:** Medical care ordinarily administered on an Outpatient basis in a facility, licensed in the state in which it is located, which provides Skilled Nursing and other services on a visiting basis in the Member's home.

**Home Health Care:** Health care services a person receives at home.

**Hospice:** Outpatient supportive and palliative (prevents and ease suffering & improve quality of life) care for persons in the last phase of an incurable disease or who are considered terminally ill. Hospice must be ordered by a Physician, who certifies the patient is terminally ill and is expected to have 12 months or less to live, if the disease runs its normal course. Hospice care is not curative (aggressive work-up, regimes, surgeries and/or Hospitalizations with the expectation of possibility curing the disease) treatment.

**Hospital:** A Provider who is licensed and operates pursuant to law;

- has organized facilities for the care and treatment of sick and injured persons on a resident or Inpatient basis, including facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of one or more licensed Physicians; and
- provides 24 hour a day nursing service by or under the supervision of a registered Nurse on duty or call.
- A Hospital also includes tuberculosis facilities, mental health treatment facilities, and Substance Use Disorder treatment facilities that are licensed and operated according to the law.

Hospital does not mean any institution that is primarily used as:

- a nursing home or convalescent home;
- a place for rest, Custodial Care, rehabilitation, extended care facilities or facilities operated exclusively for treatment of the aged, Substance Use Disorder, even though the facilities are operated as a separate institution by a Hospital; or
- an institution or agency operated by the United States or its agencies, unless the Covered Person is legally required to pay in the absence of insurance.

**Hospital Outpatient Care:** Care in a Hospital that usually doesn't require an overnight stay.

**Hospitalization:** Care in a Hospital that requires admission as an Inpatient and usually requires an overnight stay.

**Illness** means:

- bodily Illness or disease;
- psychiatric or Substance Use Disorders; and
- congenital abnormalities of a newborn child which cause Loss while this Policy is in force. An Illness, which is the same or is related to another existing or previously existing Illness or disease process, will be considered the same Illness.

**Immediate Family:** Refers to services prescribed, ordered or referred by or received from a Member of your Immediate Family, including your spouse, child/stepchild, brother/stepbrother, sister/stepsister, parent/stepparent, grandparent/step-grandparent in-law, or self.

**Individual Health Plan Policy (Policy):** This document including all Riders, Amendments and Schedule of Benefits.

**In-Network Co-insurance:** The percent you pay of the Allowed Amount for covered health care services to Providers who contract with the Cox Health Systems Insurance Company Exclusive Provider Organization.

**In-Network Co-payment:** A fixed amount you pay for covered health care services to Providers who contract with the Cox Health Systems Insurance Company Exclusive Provider Organization.

**In-Network Provider:** A Physician or medical facility contracted with the Cox Health Systems Insurance Company Exclusive Provider Organization.

**Infertility:** The medically documented inability to conceive after one year of unprotected sexual intercourse between a male and female partner. The inability to conceive may be due to either the male or female partner.

**Initial Enrollment Period:** The period of time during which you are first eligible to Enroll for coverage under the Policy. It starts on the date of your, or your Dependent's, initial date of eligibility and ends 31 days later.

**Injury:** A condition that results from an accident independently of Illness and all other causes.

**Inpatient:** A Covered Person shall be considered an "Inpatient" if treatment requires Hospital confinement including room and board charges.

**Intensive Care Unit:** That part of a Hospital service specifically designed as an Intensive Care Unit permanently equipped and staffed to provide more extensive care for critically ill or injured patients than available in other Hospital rooms or wards, the care to include close observation by trained and qualified personnel whose duties are primarily confined to the part of the Hospital for which an additional charge is made.

**Loss** means:

- the receipt of Covered Services; and
- the incurring of expenses which are eligible for payment under this Policy.

**Maximum Allowable Amount:** The maximum we will pay for Covered Services you receive.

**Medical Supplies:** Items which, due to their therapeutic or diagnostic characteristics, are essential in treating or diagnosing a Covered Person's Illness or Injury, or is required as part of the treatment of a Covered Person's existing Illness or Injury.

**Medically Necessary (Medical Necessity):** Any service or supply required for the diagnosis or treatment of an active Illness or Injury that is rendered by or under the direct supervision of the attending Physician, and is considered Medically Necessary in objective, evidence-based, peer-reviewed, medical literature, and is non-Experimental. Services and supplies will not automatically be considered Medically Necessary because your Physician prescribes them. Not all Medically Necessary treatments and procedures are covered Benefits. We will determine whether services or supplies are covered Benefits and meet the above criteria for Medical Necessity. We may consult with Peer Review committees, Utilization Review committees, or other appropriate sources for recommendations.

**Medicare:** The programs of health care for the aged and Disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**Member:** A Subscriber or Dependent who has satisfied the eligibility conditions, applied for coverage, been approved by the Plan and been covered by the required Premium payment; Members are sometimes called "you" or "your" in this Policy.

**Mental Illness / Mental Health Condition:** any condition or disorder defined by categories listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders except for chemical dependency.

**Network:** The facilities, Providers, and suppliers the Plan has contracted with to provide health care services.

**Network (Participating) Provider:** A Physician or medical facility that contracted with the Cox Health Systems Insurance Company Exclusive Provider Organization to provide services to you at a discount.

**Network Specialty Pharmacy:** A Pharmacy that has entered into a contractual agreement or is otherwise engaged by us to render Specialty Drug Services, or with another organization that has an agreement with us, to provide Specialty Drug services and certain administrative functions to you for the Specialty Pharmacy Network.

**Non-Covered Service:** Any service listed in the Policy under the section titled “Non-Covered Services / Exclusions”.

**Nonresidential Treatment Program or Facility:** A program certified by the Department of Mental Health involving structured, intensive treatment for those who do not have acute physical and mental complications that require Inpatient care.

**Nurse:** A Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.).

**Open Enrollment Period:** The period of Enrollment designated by the Plan in which Eligible Persons or their dependents can Enroll without penalty after initial Enrollment.

**Orthotics:** Orthopedic appliance or apparatus used to support, align, prevent, or correct deformities or to improve function of movable parts of the body.

**Out-of-Network (Non-Participating) Provider:** means a Physician or medical facility not contracted with the Cox Health Systems Insurance Company Exclusive Provider Organization. Services you obtain from any Provider other than an In-Network Provider are considered an Out-of-Network Service. This Plan does not provide benefits for any services you receive from an Out-of-Network Provider except:

- Emergency Care, Urgent Care, Emergency ambulance services.
- Two sessions per year for the purpose of diagnosis or assessment of mental health.
- Care that we approve as an Authorized Service.

**Out-of-Pocket Limit / Maximum:** Each Benefit Year, the total amount of Deductible/ Co-insurance/ Co-payments you pay for medical services shall not exceed the maximum Out-of-Pocket Limits for medical services established by your Policy. Amounts you pay for Non-Covered Services and Deductibles do not apply toward the maximum annual Out-of-Pocket Limit.

**Phase I Clinical Trials:** These first studies in people evaluate how a new drug should be given (by mouth, injected into the blood, or injected into the muscle), how often, and what dose is safe. A Phase I Trial usually enrolls only a small number of patients, sometimes as few as a dozen.

**Phase II Clinical Trials:** A Phase II Trial continues to test the safety of the drug, and begins to evaluate how well the new drug works. Phase II studies usually focus on a particular type of disease process or other condition.

**Phase III Clinical Trials:** These studies test a new drug, a new combination of drugs, or a new surgical procedure in comparison to the current standard for treatment. A participant will usually be assigned to the standard treatment group or the new treatment group at random (called randomization). Phase III Trials often Enroll large numbers of people and may be conducted at many Physicians’ offices, clinics, and medical centers nationwide.

**Phase IV Clinical Trials:** These trials are conducted to further evaluate the long-term safety and effectiveness of a treatment. They usually take place after the treatment has been approved for standard use. Several hundred to several thousand people may take part in a Phase IV study.

**Physician:** A licensed medical practitioner acting within the scope of his license.

**Physician Services:** Health care services a licensed medical practitioner provides or coordinates.

**Plan (the Plan):** This book is referred to as the Individual Health Plan Policy (Policy). The Policy is regulated by the State of Missouri and is the legal document between Cox HealthPlans (“CHP”, “the Plan”, “we”, “us”, “our”) and the Policyholder to provide Benefits to Covered Persons (“you”, “your”), subject to the terms, conditions, exclusions and limitations of the Policy.

**Plan Approval:** A process of review by the Cox HealthPlans Medical Management Department for services and/or treatment rendered. The process is applied to Inpatient admissions, and certain services and radiological procedures, treatments, Non-Emergency Services, and drugs to define and/or limit the conditions under which they will be covered.

**Policyholder:** The Individual purchasing the Policy from the Plan.

**Preauthorization:** A process of review by the Cox HealthPlans Medical Management Department before services and/or treatment are rendered. The process is applied to Inpatient admissions, and certain services

and radiological procedures, treatments, Non-Emergency Services, and drugs to define and/or limit the conditions under which they will be covered.

**Premium:** The amount that must be paid for your health insurance or Plan.

**Prescription** means a lawful order for:

- Medications - Issued by an authorized prescriber within the scope of his professional practice, which is to be dispensed by a pharmacist for the Covered Person. A Prescription may be transferred to the pharmacist verbally, electronically, or in writing.
- Treatment or device - Any written instructions for a service or a device ordered by the Physician, even though a Prescription may or may not be required by law for the service/device to be provided or dispensed.

**Prescription Drug Coverage:** Insurance that helps pay for Prescription Drugs / medications.

**Prescription Drugs:** Drugs / medications that by law require a Prescription.

**Primary Care Physician:** A Physician who directly provides or coordinates a range of health care services for a patient.

**Primary Care Provider:** A Provider, as allowed under state law, who provides, coordinates, or helps a patient access a range of health care services.

**Prosthetics:** Replacement of an absent part by an artificial substitute. Artificial substitute for a missing part such as an eye, leg, tooth, used for functional or cosmetic reasons or both.

**Provider:** Any professional or entity licensed, certified, or accredited as required by state law, who provides health care services, supplies, care, or treatment to a Covered Person.

**Qualified Health Plan (QHP):** A health plan that has in effect a certification that it meets the standards described in subpart C of part 156 issued or recognized by each Health Insurance Marketplace through which such plan is offered in accordance with the process described in subpart K of part 155.

**Qualified Individual:** As relates to a Health Insurance Marketplace, an individual who has been determined eligible to enroll through the Health Insurance Marketplace in a Qualified Health Plan in the individual market.

**Rehabilitation Services:** Health care services that help a person keep, get back, or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or Disabled. These services may include physical and occupational therapy, speech-language pathology, and psychiatric Rehabilitation Services in a variety of Inpatient and / or Outpatient settings.

**Residential Treatment Program or Facility:** A program certified by the Department of Mental Health involving 24 hour a day Residential care and structured, intensive treatment in a non-acute treatment facility.

**Rider:** Includes any attached written description of additional Covered Health Services not described in this Policy. Covered Health Services provided by a Rider may be subject to payment of additional Premiums. Riders are effective only when signed by us and are subject to the conditions, limitations and exclusions of the Policy except for those that are specifically amended in the Rider.

**Schedule of Benefits:** A brief description of Covered Services.

**Second Opinion Surgery Consultation or Examination:** An interview and/or examination with a second Physician, in a field related to the proposed treatment or Surgery, prior to the treatment or Surgery for additional assurance or possible alternatives in treatment, or to confirm or deny a determination that an Outpatient procedure be performed on an Inpatient basis.

**Service Area:** The geographical area, designated by us, in which the program described in this Policy is marketed and sold.

**Service Date:** The monthly anniversary of the Effective Date of the Policy. For example: if the Policy is effective on January 1st, then the Service Date each month will be the 1st ; February 1st, March 1st, etc. If the Policy is effective January 15th, then the Service Date each month will be the 15th; February 15th, March 15th, etc.

**Skilled Nursing Care:** A level of care that must be given or supervised by a Registered Nurse; for example intravenous injections, tube feeding, and changing sterile wound dressings. Any service that could be safely done by an average non-medical person (or one's self) without the supervision of a Registered Nurse is not considered skilled care.

**Skilled Nursing Facility:** A Provider constituted, licensed, and operated as set forth in applicable state law, which:

- Mainly provides Inpatient care and treatment for persons who are recovering from an Illness or Injury.
- Provides care supervised by a Physician.
- Provides 24 hour per day nursing care supervised by a full-time Registered Nurse.
- Is not a place primarily for care of the aged, Custodial or domiciliary care, or treatment of Mental Illness or Substance Use Disorder.
- Is not a rest, educational, or Custodial Provider or similar place.

**Social Setting Detoxification:** A program in a supportive non-Hospital setting designed to achieve detoxification without the use of drugs or other medical intervention, to establish a plan of treatment and to provide for medical referral when necessary.

**Special Enrollment:** Any additional period of Enrollment required by state and Federal law which begins on the date of the event, in addition to the Open Enrollment Period.

**Substance Use Disorder:** The psychological or physiological dependence upon or abuse of drugs, including alcohol, characterized by drug tolerance or withdrawal and the impairment of social or occupational role functioning or both.

**Subscriber:** An Eligible Person who is properly Enrolled under the Policy. The Subscriber is the person (who is not a Dependent) on whose behalf the Policy is issued.

**Surgery:** Any operative or diagnostic procedure performed in the treatment of an Injury or Illness by instrument or cutting procedure through any natural body opening or incision.

**Termination Date:** means for the Member, the last date on which the Member is eligible for coverage; or for the Policyholder, the last date on which this Policy is in force.

**Urgent Care:** Care for an Illness, Injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Room Care.

**Urgent Care Center:** A licensed health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short-term medical care without appointment for Urgent Care.

**Usual and Customary (U&C):** The usual fee paid to Providers of comparable skills and qualifications in the Providers' general geographic area as determined by Cox Health System Insurance Company.

**Utilization Review:** A set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings. Techniques may include ambulatory review, prospective review, Second Opinion, Preauthorization, concurrent review, Case Management, discharge planning, or retrospective review. Utilization Review shall not include elective requests for clarification of coverage.