# Choice POSII medical plan

**Booklet** 

Prepared for:

Employer: Yeshiva University
Contract number: MSA-0143778
Plan name: Choice POS II

Booklet: 1

Plan effective date: January 1, 2023 Plan issue date: January 31, 2023

Third Party Administrative Services provided by Aetna Life Insurance Company

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# Welcome

## Wellness and other rewards

You may be eligible to earn rewards for completing certain activities that improve your health, coverage, and experience with us. We may encourage you to access certain health services, or categories of healthcare providers, participate in programs, including but not limited to financial wellness programs; utilize tools, improve your health metrics or continue participation as an Aetna member through incentives. Talk with your provider about these and see if they are right for you. We may provide incentives based on your participation and outcomes such as:

Modifications to copayment, deductible or payment percentage amounts
Contributions to a health savings account
Merchandise
Coupons
Gift cards or debit cards
Any combination of the above

## Discount arrangements

## Coverage and exclusions

### Providing covered services

Your plan provides covered services. These are:

Described in this section.

Not listed as an exclusion in this section or the General plan exclusions section.

Not beyond any limits in the schedule of benefits.

Medically necessary. See the *How your plan works – Medical necessity and precertification requirements* section and the *Glossary* for more information.

Services that are not prohibited by state or local law. See *Services not permitted under applicable state* or local laws in the *General plan exclusions* section for greater detail on this exclusion.

For covered services under the outpatient prescription drug plan:

You need a prescription from the prescribing provider

You need to show your ID card to the network pharmacy when you get a prescription filled

This plan provides coverage for many kinds of covered services, such as a doctor's care and hospital stays, but some services aren't covered at all or are limited. For other services, the plan pays more of the expense.

## For example:

Physician care generally is covered but physician care for cosmetic surgery is never covered. This is an exclusion.

Home health care is generally covered but it is a covered service only up to a set number of visits a year. This is a limitation.

Your provider may recommend services that are considered experimental or investigational services. But an experimental or investigational service is not covered and is also an exclusion, unless it is recognized as part of an approved clinical trial when you have cancer or a terminal illness. See *Clinical trials* in the list of services below.

Preventive services. Usually the plan pays more, and you pay less. Preventive services are designed to help keep you healthy, supporting you in achieving your best health. To find out what these services are, see the *Preventive care* section in the list of services below. To find out how much you will pay for these services, see *Preventive care* in your schedule of benefits.

Some services require precertification from us. For more information see the *How your plan works – Medical necessity and precertification requirements* section.

The covered services and exclusions below appear alphabetically to make it easier to find what you're looking for. If a service isn't listed here as a covered service or is listed as not covered under a specific service, it still may be covered. If you have questions, ask your provider or contact us. You can find out about limitations for covered services in the schedule of benefits.

### Acupuncture

Covered services include manual or electro acupuncture.

The following are not covered services:

Acupressure

### Ambulance services

An ambulance is a vehicle staffed by medical personnel and equipped to transport an ill or injured person.

### **Emergency Ground Ambulance**

Covered services include emergency transport to a hospital by a licensed ambulance:

To the first hospital to provide emergency services

From one hospital to another if the first hospital can't provide the emergency services you need When your condition is unstable and requires medical supervision and rapid transport

### Non-emergency Ground Ambulance

**Covered services** also include precertified transportation to a **hospital** by a licensed ambulance:

From a hospital to your home or to another facility if an ambulance is the only safe way to transport you From your home to a hospital if an ambulance is the only safe way to transport you; limited to 100 miles When during a covered inpatient stay at a hospital, skilled nursing facility or acute rehabilitation hospital, an ambulance is required to safely and adequately transport you to or from inpatient or outpatient treatment

The following are not covered services:

Ambulance services for routine transportation to receive outpatient or inpatient services

## Applied behavior analysis

Covered services include applied behavior analysis for a diagnosis of autism spectrum disorder. Applied behavior analysis is a process of applying interventions that:

Systematically change behavior

Are responsible for observable improvements in behavior

#### Important note:

Applied behavior analysis may require precertification by us. See the *How your plan works – Medical necessity and precertification* section.

## Autism spectrum disorder

Autism spectrum disorder is defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association.

Covered services include services and supplies provided by a physician or behavioral health provider for:

The diagnosis and treatment of autism spectrum disorder

Physical, occupational, and speech therapy associated with the diagnosis of autism spectrum disorder

### Behavioral health

#### Mental health treatment

Covered services include the treatment of mental health disorders provided by a hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider including:

Inpatient room and board at the semi-private room rate (your plan will cover the extra expense of a private room when appropriate because of your medical condition), and other services and supplies related to your condition that are provided during your stay in a hospital, psychiatric hospital, or residential treatment facility

Outpatient treatment received while not confined as an inpatient in a hospital, psychiatric hospital, or residential treatment facility, including:

- W Office visits to a physician or behavioral health provider such as a psychiatrist, psychologist, social worker, or licensed professional counselor (includes telemedicine consultation)
- W Individual, group, and family therapies for the treatment of mental health disorders
- W Other outpatient mental health treatment such as:

Partial hospitalization treatment provided in a facility or program for mental health treatment provided under the direction of a physician

Intensive outpatient program provided in a facility or program for mental health treatment provided under the direction of a physician

Skilled behavioral health services provided in the home, but only when all of the following criteria are met:

You are homebound

Your physician orders them

The services take the place of a stay in a hospital or a residential treatment facility, or you are unable to receive the same services outside your home

The skilled behavioral health care is appropriate for the active treatment of a condition, illness, or disease

Electro-convulsive therapy (ECT)

Transcranial magnetic stimulation (TMS)

Psychological testing

Neuropsychological testing

Observation

Peer counseling support by a peer support specialist (including telemedicine consultation)

#### Substance related disorders treatment

Covered services include the treatment of substance related disorders provided by a hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider as follows:

Inpatient room and board, at the semi-private room rate (your plan will cover the extra expense of a private room when appropriate because of your medical condition), and other services and supplies that are provided during your stay in a hospital, psychiatric hospital, or residential treatment facility. Outpatient treatment received while not confined as an inpatient in a hospital, psychiatric hospital, or residential treatment facility, including:

Office visits to a physician or behavioral health provider such as a psychologist, social worker, or licensed professional counselor (includes telemedicine consultation)

Individual, group, and family therapies for the treatment of substance related disorders

Other outpatient substance related disorders treatment such as:

Partial hospitalization treatment provided in a facility or program for treatment of substance related disorders provided under the direction of a physician

Intensive outpatient program provided in a facility or program for treatment of substance related disorders provided under the direction of a physician

Skilled behavioral health services provided in the home, but only when all of the following criteria are met:

You are homebound

Your physician orders them

The services take the place of a stay in a hospital or a residential treatment facility, or you are unable to receive the same services outside your home

The skilled behavioral health care is appropriate for the active treatment of a condition, illness, or disease

Ambulatory or outpatient detoxification which includes outpatient services that monitor withdrawal from alcohol or other substances, including administration of medications Observation

Peer counseling support by a peer support specialist (including telemedicine consultation)

## Durable medical equipment (DME)

Covered services are DME and the accessories needed to operate it when:

Made to withstand prolonged use

Mainly used in the treatment of illness or injury

Suited for use in the home

Not normally used by people who do not have an illness or injury

Not for altering air quality or temperature

Not for exercise or training

Your plan only covers the same type of DME that Medicare covers. But, there are some DME items Medicare covers that your plan does not.

Covered services include the expense of renting or buying DME and accessories you need to operate the item from a DME supplier. If you purchase DME, that purchase is only covered if you need it for long-term use.

#### Covered services also include:

One item of DME for the same or similar purpose

Repairing DME due to normal wear and tear

A new DME item you need because your physical condition has changed

Buying a new DME item to replace one that was damaged due to normal wear, if it would be cheaper than repairing it or renting a similar item

### The following are not covered services:

Communication aid

Elevator

Maintenance and repairs that result from misuse or abuse

Massage table

Message device (personal voice recorder)

Over bed table

Portable whirlpool pump

Sauna bath

Telephone alert system

Vision aid

Whirlpool

## Emergency services

When you experience an emergency medical condition, you should go to the nearest emergency room. You can also dial 911 or your local emergency response service for medical and ambulance help.

Covered services include only outpatient services to evaluate and stabilize an emergency medical condition in a hospital emergency room. You can get emergency services from network or out-of-network providers.

Your coverage for emergency services will continue until the following conditions are met:

You are evaluated and your condition is stabilized and

Your attending physician determines that you are medically able to travel or be transported, by non-medical or non-emergency transportation, to another provider if you need more care

If both of the above conditions are met and you continue to stay in the hospital (emergency admission) or receive follow-up care, these are not emergency services. Different benefits and requirements apply. Please

## Home health care

Covered services include home health care provided by a home health care agency in the home, but only when all of the following criteria are met:

You must essentially be confined to the home as an alternative to a hospital stay

Your physician orders them

The services take the place of a stay in a hospital or a skilled nursing facility, or you are unable to receive the same services outside your home

The services are a part of a home health care plan

The services are **skilled nursing services**, home health aide services or medical social services, or are short-term speech, physical or occupational therapy

Home health aide services are provided under the supervision of a registered nurse

Medical social services are provided by or supervised by a physician or social worker

## Hospice care

**Covered services** include inpatient and outpatient hospice care when given as part of a hospice care program. The types of hospice care services that are eligible for coverage include:

### Room and board

Services and supplies furnished to you on an inpatient or outpatient basis Services by a hospice care agency or hospice care provided in a hospital Psychological and dietary counseling Pain management and symptom control Bereavement counseling Respite care

Hospice care services provided by the

## Obesity surgery and servicesh0 0 spit000alJe:

Obesity **surgery** is a type of procedure performed on people who are morbidly obese for the purpose of losing weight. Your **physician** will determine whether you qualify for obesity **surgery**.

#### Covered services include:

An initial medical history and physical exam

Diagnostic tests given or ordered during the first exam

Outpatient prescription drugs included under the Outpatient prescription drugs section

An obesity surgical procedure

A multi-stage procedure when planned and approved by the plan

Adjustments after an approved lap band procedure, including approved adjustments in an office or outpatient setting

#### The following are not covered services:

Weight management treatment

Drugs intended to decrease or increase body weight, control weight or treat obesity except as described in the booklet.

Preventive care services for obesity screening and weight management interventions, regardless of whether there are other related conditions. This includes:

- Drugs, stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food supplements, appetite suppressants and other medications
- Hypnosis, or other forms of ADA 11 Tf 7(-)]TJ /FAAABA 11 Tf [1324(Hypn)-1(osi)-1(s,)1(o)-1(r)1()-1(other)1()

## Physician services

Covered services include services by your physician to treat an illness or injury. You can get services:

At the physician's office

In your home

In a hospital

From any other inpatient or outpatient facility

By way of telemedicine

### Important note:

For behavioral health services, all in-person, covered services with a behavioral health provider are also covered services if you use telemedicine instead.

Telemedicine may have a different cost share from other physician services. See your schedule of benefits.

Other services and supplies that your physician may provide:

Allergy testing and allergy injections

Radiological supplies, services, and tests

Immunizations that are not covered as preventive care

Prescription drugs - outpatient Of Cover all prescription drugs and some coverage may be limited.

Read this section carefully. This plan does not cover all prescription drugs and some coverage may be limited.

This doesn't mean you can't get prescription drugs that aren't covered; you can, but you have to pay for them

Important note:		

yourself. For more information about prescription drug benefits, including limits, see the schedule of benefits.

**Prescription** drugs covered by this plan are subject to misuse, waste, or abuse utilization review by us, your provider, and/or your network pharmacy. The outcome of this review may include:

Limiting coverage of a drug to one prescribing **provider** or one network pharmacy Quantity, dosage or day supply limits

Requiring a partial fill or denial of coverage

### When the pharmacy you use leaves the network

Sometimes a pharmacy might leave the network. If this happens, you will have to get your **prescriptions** filled at another network pharmacy. You can use your **provider** directory or call us to find another network pharmacy in your area.

### How to get an emergency prescription filled

You may not have access to a network pharmacy in an emergency or urgent situation or you may be traveling outside of your plan's service area. If you must fill a **prescription** in any of these situations, we will reimburse you as shown in the table below:

Type of pharmacy	Your cost share is
A network pharmacy	The plan cost share
An out-of-network pharmacy	The full cost of the prescription

When you pay the full cost of the **prescription** at an out-of-network pharmacy:

You will fill out and send a prescription drug refund form to us, including all itemized pharmacy receipts Coverage will be limited to items obtained in connection with the out-of-area emergency or urgent situation

#### Diabetic supplies

Covered services include but are not limited to the following:

Alcohol swabs

Blood glucose calibration liquid

Diabetic syringes, needles and pens

Continuous glucose monitors

Insulin infusion disposable pumps

Lancet devices and kits

Test strips for blood glucose, ketones, urine

Blood glucose meters and insulin pumps

See the Diabetic services, supplies, equipment, and self-care programs section for medical covered services.

#### **Immunizations**

Covered services include preventive immunizations as required by the ACA when given by a network pharmacy. You can find a participating network pharmacy by contacting us. Check with the pharmacy before you go to make sure the vaccine you need is in stock. Not all pharmacies carry all vaccines.

### Infertility drugs

Covered services include synthetic ovulation stimulant prescription drugs used to treat the underlying medical cause of infertility.

### Obesity drugs

Covered services include prescription drugs used only for the purpose of weight loss. These are sometimes called anti-obesity agents.

You must be diagnosed by your **provider**, including a physical exam and outpatient diagnostic lab work, with one of the medical conditions listed here:

Morbid obesity

Obesity with one or more of the following obesity-related risk factors:

Coronary artery disease

## Sexual enhancement or dysfunction prescription drugs

**Covered services** include **prescription** drugs for the treatment of sexual dysfunction or enhancement. For the most up-to-date information on covered **prescription** drugs and doses, contact us.

### Tobacco cessation prescription and OTC drugs

Covered services include FDA approved prescription and OTC drugs to help stop the use of tobacco products. You must receive a prescription from your provider and submit the prescription to the pharmacy for processing.

The following are not covered services

## Injectables including:

Any charges for the administration or injection of prescription drugs

Needles and syringes except for those used for insulin administration

Any drug which, due to its characteristics as determined by us, must typically be administered or

## Breast-feeding support and counseling services

Covered services include assistance and training in breast-feeding and counseling services during pregnancy or after delivery. Your plan will cover this counseling only when you get it from a certified breast-feeding support provider.

Immunizations Covered services

## Routine physical exams

A routine preventive exam is a medical exam given for a reason other than to diagnose or treat a suspected or identified illness or injury and also includes:

Evidence-based items that have in effect a rating of A or B in the current recommendations of the

## Reconstructive breast surgery and supplies

Covered services include all stages of reconstructive surgery by your provider and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

Your **surgery** reconstructs the breast where a necessary mastectomy was performed, such as an implant and areolar reconstruction. It also includes:

Surgery on a healthy breast to make it symmetrical with the reconstructed breast Treatment of physical complications of all stages of the mastectomy, including lymphedema Prostheses

## Reconstructive surgery and supplies

Covered services include all stages of reconstructive surgery by your provider and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

Your **surgery** is to implant or attach a covered prosthetic device.

Your surgery corrects a gross anatomical defect present at birth. The surgery will be covered if:

The defect results in severe facial disfigurement or major functional impairment of a body part The purpose of the **surgery** is to improve function

Your **surgery** is needed because treatment of your illness resulted in severe facial disfigurement or major functional impairment of a body part, and your **surgery** will improve function.

Covered services also include the procedures or surgery to sound natural teeth injured due to an accident and performed as soon as medically possible, when:

The teeth were stable, functional and free from decay or disease at the time of the injury.

The surgery or procedure returns the injured teeth to how they functioned before the accident.

These dental related services are limited to:

The first placement of a permanent crown or cap to repair a broken tooth The first placement of dentures or bridgework to replace lost teeth Orthodontic therapy to pre-position teeth

## Short-term cardiac and pulmonary rehabilitation services

#### Cardiac rehabilitation

Covered services include cardiac rehabilitation services you receive at a hospital, skilled nursing facility or physician's office, but only if those services are part of a treatment plan determined by your risk level and ordered by your physician.

### Pulmonary rehabilitation

Covered services include pulmonary rehabilitation services as part of your inpatient hospital stay if they are part of a treatment plan ordered by your physician. A course of outpatient pulmonary rehabilitation may also be covered if it is performed at a hospital, skilled nursing facility, or physician's office, is used to treat reversible pulmonary disease states, and is part of a treatment plan ordered by your physician.

## Short-term rehabilitation services

Short-term rehabilitation services help you restore or develop skills and functioning for daily living. The services must follow a specific treatment plan, ordered by your **physician**. The services have to be performed by a:

Licensed or certified physical, occupational, or speech therapist

Hospital, skilled nursing facility, or hospice facility

Home health care agency

Physician

### Covered services include:

Spinal manipulation to correct a muscular or skeletal problem. Your **provider** must establish or approve a treatment plan that details the treatment and specifies frequency and duration.

# Cognitive rehabilitation, physical, occupational, and speech therapy Covered services include:

Physical therapy, but only if it is expected to significantly improve or restore physical functions lost as a result of an acute illness, injury, or surgical procedure

# Therapies – chemotherapy, GOT, infusion, radiation

## Chemotherapy

Covered services for chemotherapy depend on where treatment is received. In most cases, chemotherapy is covered as outpatient care. However, your

#### Facilities/provider for gene-based, cellular and other innovative therapies

We designate facilities to provide GCIT services or procedures. GCIT physicians, hospitals and other providers are GCIT-designated facilities/providers for Aetna and CVS Health.

#### Important note:

You must get GCIT covered services from the GCIT-designated facility/provider. If there are no GCIT-designated facilities/providers assigned in your network, it's important that you contact us so we can help you determine if there are other facilities that may meet your needs. If you do not get your GCIT services at the facility/provider we designate, they will not be covered services.

### Infusion therapy

Infusion therapy is the intravenous (IV) administration of prescribed medications or solutions. Covered services include infusion therapy you receive in an outpatient setting including but not limited to:

A freestanding outpatient facility

The outpatient department of a hospital

A physician's office

Your home from a home care provider

You can access the list of preferred infusion locations by contacting us.

When Infusion therapy services and supplies are provided in your home, they will not count toward any applicable home health care maximums.

Certain infused medications may be covered under the outpatient **prescription** drug benefit. You can access the list of **specialty prescription** drugs by contacting us.

### Radiation therapy

Covered services include the following radiology services provided by a health professional:

Accelerated particles

Gamma ray

Mesons

**Neutrons** 

Radioactive isotopes

Radiological services

Radium

## Transplant services

Covered services include transplant services provided by a physician and hospital.

This includes the following transplant types:

- Solid organ
- Hematopoietic stem cell
- Bone marrow
- CAR-T and T Cell receptor therapy for FDA-approved treatments
- Thymus tissue for FDA-approved treatments

#### Covered services also include:

Travel and lodging expenses

If you are working with an IOE facility that is 100 or more miles away from where you live, travel and lodging expenses are **covered services** for you and a companion, to travel between home and the IOE facility

Coach class air fare, train or bus travel are examples of covered services

### Network of transplant facilities

We designate facilities to provide specific services or procedures. They are listed as IOE facilities in your provider directory.

The amount you will pay for covered transplant services depends on where you get the care. Your cost share will be lower when you get transplant services from the facility we designate to perform the transplant you need. Transplant services received from an IOE facility are subject to the network copayment, payment percentage, deductible, maximum out-of-pocket and limits, unless stated differently in this booklet and schedule of benefits. You may also get transplant services at a non-IOE facility, but your cost share will be higher. Transplant services received from a non-IOE facility are subject to the out-of-network copayment, payment percentage, deductible, maximum out-of-pocket, and limits, unless stated differently in this booklet and schedule of benefits

### Important note:

If there are no IOE facilities assigned to perform your transplant type in your network, it's important that you contact us so we can help you determine if there are other facilities that may meet your needs. If you don't get your transplant services at the facility we designate, your cost share will be higher.

Many pre and post transplant medical services, even routine ones, are related to and may affect the success of your transplant. If your transplant care is being coordinated by the National Medical Excellence® (NME) program, all medical services must be managed through NME so that you receive the highest level of benefits at the appropriate facility. This is true even if the **covered service** is not directly related to your transplant.

## Urgent care services

Covered services include services and supplies to treat an urgent condition at an urgent care center. An urgent condition is an illness or injury that requires prompt medical attention but is not a life-threatening emergency medical condition

# General plan exclusions

The following are not **covered services** under your plan:

## Behavioral health treatment

Services for the following based on categories, conditions, diagnoses or equivalent terms as listed in the most

### Custodial care

Services and supplies meant to help you with activities of daily living or other personal needs. Examples of these are:

Routine patient care such as changing dressings, periodic turning and positioning in bed Administering oral medications

Care of stable tracheostomy (including intermittent suctioning)

Care of a stable colostomy/ileostomy

Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings Care of a bladder catheter, including emptying or changing containers and clamping tubing Watching or protecting you

Respite care, adult or child day care, or convalescent care

Institutional care, including room and board for rest cures, adult day care and convalescent care Help with walking, grooming, bathing, dressing, getting in or out of bed, going to the bathroom, eating, or preparing foods

Any other services that a person without medical or paramedical training could be trained to perform

### Dental services

The following are not covered services:

Services normally covered under a dental plan Dental implants

### Educational services

Examples of these are:

Any service or supply for education, training or retraining services or testing. This includes:

W Special education

W Remedial education

W Wilderness treatment programs (whether or not the program is part of a residential treatment facility or otherwise licensed institution)

W Job training

W Job hardening programs

Educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.

### **Examinations**

Any health or dental examinations needed:

Because a third party requires the exam. Examples include examinations to get or keep a job, and examinations required under a labor agreement or other contract.

To buy coverage or to get or keep a license.

To travel

To go to a school, camp, sporting event, or to join in a sport or other recreational activity.

## Experimental or investigational

Experimental or investigational drugs, devices, treatments or procedures unless otherwise covered under clinical trials.

### Foot care

Routine services and supplies for the following:

Routine pedicure services, such as routine cutting of nails, when there is no illness or injury in the nails Supplies (including orthopedic shoes), ankle braces, guards, protectors, creams, ointments and other equipment, devices and supplies

Treatment of calluses, bunions, toenails, hammertoes or fallen arches

Treatment of weak feet, chronic foot pain or conditions caused by routine activities, such as walking, running, working, or wearing shoes

## Foot orthotic devices

Foot orthotics or other devices to support the feet, such as arch supports and shoe inserts, unless required for the treatment of or to prevent complications of diabetes

## Medical supplies – outpatient disposable

Any outpatient disposable supply or device. Examples of these include:

Sheaths

Bags

Elastic garments

Support hose

Bandages

Bedpans

Home test kits not related to diabetic testing

**Splints** 

Neck braces

Compresses

Other devices not intended for reuse by another patient

## Missed appointments

Any cost resulting from a canceled or missed appointment

## **Nutritional support**

Any food item, including:

Infant formulas

**Nutritional supplements** 

**Vitamins** 

**Prescription** vitamins

Medical foods

Other nutritional items

#### Other non-covered services

Services you have no legal obligation to pay

Services that would not otherwise be charged if you did not have the coverage under the plan

## Other primary payer

Payment for a portion of the charges that Medicare or another party is responsible for as the primary payer

### Personal care, comfort or convenience items

Any service or supply primarily for your convenience and personal comfort or that of a third party

## Prescription or non-prescription drugs and medicines - outpatient

Outpatient prescription or non-prescription drugs and medicines

Specialty prescription drugs except as stated in the Coverage and exclusions section.

## Private duty nursing

## Routine exams and preventive services and supplies

Routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically provided in the *Coverage and exclusions* section

## Services not permitted under applicable state or local laws

Some state or local laws restrict the scope of health care services that a **provider** may render. In such cases, the plan will not cover such health care services.

# Services provided by a family member

Services provided by a spouse, civil union partner, domestic partner, parent, child, stepchild, brother, sister, inlaw, or any household member

# Services, supplies and drugs received outside of the United States

Non-emergency medical services, outpatient prescription drugs or supplies received outside of the United

### Work related illness or injuries

Coverage available to you under workers' compensation or a similar program under local, state or federal law for any illness or injury related to employment or self-employment

### Important note:

A source of coverage or reimbursement is considered available to you even if you waived your right to payment from that source. You may also be covered under a workers' compensation law or similar law. If you submit proof that you are not covered for a particular illness or injury under such law, then that illness or injury will be considered "non-occupational" regardless of cause.

# How your plan works

# How your medical plan works while you are covered in-network

Your in-network coverage helps you get and pay for a lot of, but not all, health care services. Your cost share is lower when you use a **network provider**.

### **Providers**

Our provider network is there to give you the care you need. You can find network providers and see important information about them by logging in to your member website. There you'll find our online provider directory. You may also contact us to ask for a copy of the directory. We update the online directory regularly, but the listings can change. Before you ges cutheug-1(ges(out th)atare y)1(o)-1cot alren lot sti mak(the)su(fo)-1(r)1tha-1(t)]TJ 1 Co

#### Your POP

We encourage you to get covered services through a POP. They will provide you with primary care.

### How you choose your POP

You can choose a PCP from the list of PCPs in our directory.

Each covered family member is encouraged to select a PCP. You may each choose a different PCP. You should select a PCP for your covered dependent if they are a minor or cannot choose a PCP on their own.

#### What your POP will do for you

Your PCP will coordinate your medical care or may provide treatment. They may send you to other **network** providers.

### Changing your PCP

You may change your POP at any time by contacting us.

### Out-of-network providers

You can also get care from **out-of-network providers**. When you use an **out-of-network provider**, your cost share is higher. You are responsible for:

Your out-of-network deductible

Your out-of-network coinsurance

Any charges over the recognized charge

Submitting your own claims and getting precertification

### Keeping a provider or facility you go to now (continuity of care)

You may have to find a new provider when:

You join the plan and the **provider** or facility you have now is not in the network

You are already an Aetna member and your provider or facility stops being in our network

However, in some cases, you may be able to keep going to your current **provider** or facility to complete a treatment or to have treatment that was already scheduled at the in-network cost sharing levels for up to 90 days of the **provider** or facility ceasing to be in our network. This is called continuity of care. If we know you are under an active treatment plan, we will notify you of the **provider**'s or facility's contract termination and how you can submit a request to keep going to your current **provider** or facility. Contact us for additional information.

### Medically necessary, medical necessity

The medical necessity requirements are in the *Glossary* section, where we define "medically necessary, medical necessity." That is where we also explain what our medical directors or a physician they assign consider when determining if a service is medically necessary.

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Contact us to get a complete list of the services that require **precertification**. The list may change from time to time.

Sometimes you or your provider may want us to review a service that doesn't require precertification before you get care. This is called a predetermination, and it is different from precertification. Predetermination means that you or your provider requests the pre-service clinical review of a service that does not require precertification.

Our clinical policy bulletins explain our policy for specific services and supplies. We use these bulletins and other resources to help guide individualized coverage decisions under our plans. You can find the bulletins and other information at https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html.

### Requesting a medical exception

Sometimes you or your provider may ask for a medical exception for drugs that are not covered or for which coverage was denied. You, someone who represents you or your provider can contact us. You will need to provide us with clinical documentation. Any exception granted is based upon an individual and is a case-by-case decision that will not apply to other members. For directions on how you can submit a request for a review:

Call the toll-free number on your ID card

Log in to the Aetna website at <a href="https://www.aetna.com/">https://www.aetna.com/</a>

Submitting the request in writing to CVS Health ATTN: Aetna PA, 1300 E Campbell Road, Richardson, TX 75081

You, someone who represents you or your **provider** may seek a quicker medical exception when the situation is urgent. It's an urgent situation when you have a health condition that may seriously affect your life, health or ability to get back maximum function. It can also be when you are going through a current course of treatment using a non-covered drug.

### What the plan pays and what you pay

Who pays for your covered services – this plan, both of us, or just you? That depends.

#### The general rule

The schedule of benefits lists what you pay for each type of **covered service**. In general, this is how your benefit works:

You pay the **deductible**, when it applies.

Then the plan and you share the expense. Your share is called a copayment or payment percentage.

Then the plan pays the entire expense after you reach your maximum out-of-pocket limit.

When we say "expense" in this general rule, we mean the negotiated charge for a network provider, and recognized charge for an out-of-network provider.

### Negotiated charge

For health coverage:

This is the amount a **network provider** has agreed to accept or that we have agreed to pay them or a third party vendor (including any administrative fee in the amount paid).

For surprise billing, calculations will be made based on the median contracted rate.

We may enter into arrangements with network providers or others related to:

- The coordination of care for members
- •

If your claim is not paid as outlined above, the recognized charge for specific services or supplies will be the out-of-network plan rate, calculated in accordance with the following:

Service or Supply	Out-of-Network Plan Rate
Professional services*	The reasonable amount rate
Inpatient and outpatient charges of hospitals*	The reasonable amount rate
Inpatient and outpatient charges of facilities other than hospitals*	Facility Charge Review
Prescription drugs	110% of the average wholesale price (AWP)

<sup>\*</sup> Involuntary services are not paid as outlined above. See Involuntary Services and Surprise Bills for information on how these claims are paid under the plan.

Important note: If the provider bills less than the amount calculated using the out-of-network plan rate described above, the recognized charge is what the provider bills.

In the event you receive a balance bill from a **provider** for your out-of-network service, Patient Advocacy Services may be available to assist you in certain circumstances. If Patient Advocacy Services are available for your claim, additional information will be provided to you.

If NAP does not apply to you, the **recognized charge** for specific services or supplies will be the out-of-network plan rate set forth in the above chart.

The out-of-network plan rate does not apply to involuntary services. See *Involuntary Services and Surprise Bills* for more information.

#### Special terms used

Average wholesale price (AWP) is the current average wholesale price of a prescription drug listed in the Facts and Comparisons, Medi-span weekly price updates (or any other similar publication chosen by Aetna).

Facility charge review (FCR) rate is an amount that we determine is enough to cover the facility **provider's** estimated costs for the service and leave the **provider** with a reasonable profit. This means for:

**Hospitals** and other facilities that report costs or cost to charge ratios to The Centers for Medicare & Medicaid Services (CMS), the FCR rate is based on what the facilities report to CMS

Facilities that don't report costs or cost to charge ratios to CMS, the FCR rate is based on a statewide average of these facilities

We may adjust the formula as needed to maintain the reasonableness of the recognized charge. For example, we may make an adjustment if we determine that in a state the charges of a specific type of facility are much higher than charges of facilities that report to CMS.

Geographic area is normally based on the first three digits of the U.S. Postal Service zip codes. If we determine we need more data for a particular service or supply, we may base rates on a wider geographic area such as an entire state.

Medicare allowed rates are the rates CMS establishes for services and supplies provided to Medicare enrollees without taking into account adjustments for specific provider performance. We update our system with these when revised within 180 days of receiving them from CMS. If Medicare doesn't have a rate, we use one or more of the items below to determine the rate for a service or supply:

The method CMS uses to set Medicare rates

How much other providers charge or accept as payment

How much work it takes to perform a service

Other things as needed to decide what rate is reasonable

We may make the following exceptions:

For inpatient services, our rate may exclude amounts CMS allows for operating Indirect Medical Education (IME) and Direct Graduate Medical Education (DGME) programs

Our rate may exclude other payments that CMS may make directly to hospitals or other providers and backdated adjustments

For anesthesia, our rate may be at least 100% of the rate CMS establishes

For lab, our rate may be 75% of the rate CMS establishes

For DME, our rate may be 75% of the rate CMS establishes

For medications that are paid as a medical benefit instead of a pharmacy benefit, our rate may be 100% of the rates CMS establishes.

Service or supply

<sup>&</sup>quot;Reasonable amount rate" means your plan has established a reasonable rate amount as follows:

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### Our reimbursement policies

We have the right to apply our reimbursement policies to all out-of-network services including involuntary services. This may affect the **recognized charge**. When we do this, we consider:

The length and difficulty of a service

Whether additional expenses are needed, when multiple procedures are billed at the same time Whether an assistant surgeon is needed

If follow up care is included

Whether other conditions change or make a service unique

Whether any of the services described by a claim line are part of or related to the primary service provided, when a charge includes more than one claim line

The educational level, licensure or length of training of the provider

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Surgical or ancillary services mean any professional services including:

Surgery, including assistants

Anesthesiology

Pathology

Radiology

Hospitalist services

Laboratory services

Neonatology

Emergency Medicine

### Paying for covered services – the general requirements

There are several general requirements for the plan to pay any part of the expense for a covered service. For innetwork coverage, they are:

The service is medically necessary

You get your care from a network provider

You or your provider precertifies the service when required

### For out-of-network coverage:

The service is **medically necessary** 

You get your care from an out-of-network provider

You or your provider precertifies the service when required

### For outpatient prescription drugs, your costs are based on:

The type of prescription you're prescribed

Where you fill the prescription

The plan may make some brand-name prescription drugs available to you at the generic prescription drug cost share.

Generally, your plan and you share the cost for covered services when you meet the general requirements. But sometimes your plan will pay the entire expense, and sometimes you will. For details, see your schedule of benefits and the information below.

### You pay the entire expense when:

You get services or supplies that are not medically necessary.

Your plan requires **precertification**, your **physician** requests it, we deny it and you get the services without **precertification**.

You get care and the **provider** waives all or part of your cost share.

In all these cases, the **provider** may require you to pay the entire charge. Any amount you pay will not count towards your **deductible** or your **maximum out-of-pocket** limit.

#### Where your schedule of benefits fits in

The schedule of benefits shows any out-of-pocket costs you are responsible for when you receive covered services and any benefit limitations that apply to your plan. It also shows any maximum out-of-pocket limits that apply.

Limitations include things like maximum age, visits, days, hours, and admissions. Out-of-pocket costs include things like deductibles, copayments and payment percentage.

Keep in mind that you are responsible for paying your part of the cost sharing. You are also responsible for costs not covered under this plan.

### Coordination of benefits

Some people have health coverage under more than one health plan. If you do, we will work with your other plan to decide how much each plan pays. This is called coordination of benefits (COB).

### **Key Terms**

Here are some key terms we use in this section. These will help you understand this COB section.

Allowable expense means a health care expense that any of your health plans cover.

In this section when we talk about "plan" through which you may have other coverage for health care expenses we mean:

Group or non-group, blanket, or franchise health insurance policies issued by insurers, HMOs, or health care service contractors

Labor-management trustee plans, labor organization plans, employer organization plans, or employee benefit organization plans

An automobile insurance policy

Medicare or other government benefits

Any contract that you can obtain or maintain only because of membership in or connection with a particular organization or group

#### How COB works

When this is your primary plan, we pay your medical claims first as if there is no other coverage. When this is your secondary plan:

We pay benefits after the primary plan and reduce our payment based on any amount the primary plan paid.

Total payments from this plan and your other coverage will never add up to more than 100% of the allowable expenses.

Each family member has a separate benefit reserve for each year. The benefit reserve balance is:

The amount that the secondary plan saved due to COB Used to cover any unpaid allowable expenses Erased at the end of the year

Determining who pays

### Effect of prior plan coverage

If you are in a continuation period from a prior plan at the time you join this plan you may not receive the full benefit paid under this plan. See the schedule of benefits for more information.

Your current and prior plan must be offered through the same employer.

### Other health coverage updates – contact information

You should contact us if you have any changes to your other coverage. We want to be sure our records are accurate so your claims are processed correctly.

### Our rights

We have the right to:

Release or obtain any information we need for COB purposes, including information we need to recover any payments from your other health plans

Reimburse another health plan that paid a benefit we should have paid

Recover any excess payment from a person or another health plan, if we paid more than we should have paid

### Benefit payments and daims

A claim is a request for payment that you or your health care provider submits to us when you want or get covered services. There are different types of claims. You or your provider may contact us at various times, to make a claim, to request approval, or payment, for your benefits. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit.

It is important that you carefully read the previous sections within *How your plan works*. When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. The amount of time we have to tell you about our decision on a claim depends on the type of claim.

#### Qaim type and timeframes

#### Urgent care daim

An urgent claim is one for which the doctor treating you decides a delay in getting medical care could put your life or health at risk. Or a delay might put your ability to regain maximum function at risk. It could also be a situation in which you need care to avoid severe pain. We will make a decision within 72 hours.

If you are pregnant, an urgent claim also includes a situation that can cause serious risk to the health of your unborn baby.

#### Pre-service daim

A pre-service claim is a claim that involves services you have not yet received and which we will pay for only if we precertify them. We will make a decision within 15 days.

### Post-service claim

A post-service claim is a claim that involves health care services you have already received. We will make a decision within 30 days.

#### Concurrent care daim extension

A concurrent care claim extension occurs when you need us to approve more services than we already have approved. Examples are extending a hospital stay or adding a number of visits to a provider. You must let us know you need this extension 24 hours before the original approval ends. We will have a decision within 24 hours for an urgent request. You may receive the decision for a non-urgent request within 15 days.

#### Concurrent care daim reduction or termination

A concurrent care claim reduction or termination occur when we decide to reduce or stop payment for an already approved course of treatment. We will notify you of such a determination. You will have enough time to file an appeal. Your coverage for the service or supply will continue until you receive a final appeal decision from us or an external review organization if the situation is eligible for external review.

During this continuation period, you are still responsible for your share of the costs, such as copayments, payment percentage and deductibles that apply to the service or supply. If we uphold our decision at the final internal appeal, you will be responsible for all of the expenses for the service or supply received during the continuation period.

#### Filing a daim

When you see a network provider, that office will usually send us a detailed bill for your services. If you see an out-of-network provider, you may receive the bill (proof of loss) directly. This bill forms the basis of your post-service claim. If you receive the bill directly, you or your provider must send us the bill within 12 months of the date you received services, unless you are legally unable to notify us. You must send it to us with a claim form that you can either get online or contact us to provide. You should always keep your own record of the date, providers and cost of your services.

The benefit payment determination is made based on many things, such as your **deductible** or **payment percentage**, the necessity of the service you received, when or where you receive the services, or even what other insurance you may have. We may need to ask you or your **provider** for some more information to make a final decision. You can always contact us directly to see how much you can expect to pay for any service.

We will pay the claim within 30 days from when we receive all the information necessary. Sometimes we may pay only some of the claim. Sometimes we may deny payment entirely. We may even rescind your coverage entirely. Rescission means you lose coverage going forward and going backward. If we paid claims for your past coverage, we will want the money back.

We will give you our decision in writing. You may not agree with our decision. There are several ways to have us review the decisions. Please see the *Complaints, claim decisions and appeal procedures* section for that information.

# Complaints, daim decisions and appeals procedures

### The difference between a complaint and an appeal

### A Complaint

You may not be happy about a **provider** or an operational issue, and you may want to complain. You can call or write Member Services. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

### An Appeal

You can ask us to re-review an adverse benefit determination. This is called an appeal. You can appeal to us verbally or in writing.

### **Qaim decisions and appeal procedures**

Your provider may contact us at various times to make a claim, or to request approval for payment based on your benefits. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit. You may not agree with our decision. As we said in *Benefit payments and claims* in the *How your plan works* section, we pay many claims at the full rate, except for your share of the costs. But sometimes we pay only some of the claim. Sometimes we deny payment entirely.

Any time we deny even part of the claim, it is an "adverse benefit determination" or "adverse decision." For any adverse decision, you will receive an explanation of benefits in writing. You can ask us to review an adverse benefit determination. This is the internal appeal process. If you still don't agree, you can also appeal that decision. There are times you may skip the two levels of internal appeal. But in most situations, you must complete both levels before you can take any other actions, such as an external review.

# Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to Member Services at the address on the notice of adverse benefit determination. Or you can call Member Services at the number on your ID card. You need to include:

Your name

The employer's name

A copy of the adverse benefit determination

Your reasons for making the appeal

Any other information you would like us to consider

Another person may submit an appeal for you, including a provider. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your provider). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form by contacting us. You can use an authorized representative at any level of appeal.

You can appeal two times under this plan. If you appeal a second time you must present your appeal within 60

### Urgent care or pre-service daim appeals

If your claim is an urgent claim or a pre-service claim, your **provider** may appeal for you without having you fill out an authorized representative form telling us that you are allowing the provider to appeal for you.

We will provide you with any new or additional information that we used or that was developed by us to review your claim. We will provide this information at no cost to you before we give you a decision at your last available level of appeal. This decision is called the final adverse benefit determination. You can respond to this information before we tell you what our final decision is.

### Timeframes for deciding appeals

The amount of time that we have to tell you about our decision on an appeal claim depends on the type of claim. The chart below shows a timetable view of the different types of claims and how much time we have to tell you about our decision.

Type of notice	Urgent care daim	Pre-service daim	Post-service daim	Concurrent care daim
Appeal determinations at each level (us)	36 hours	15 days	30 days	As appropriate to type of claim
Extensions	None	None	None	

### Exhaustion of appeals process

In most situations you must complete the two levels of appeal with us before you can take these other actions:

Appeal through an external review process.

Pursue arbitration, litigation or other type of administrative proceeding.

But sometimes you do not have to complete the two levels of appeals process before you may take other actions. These situations are:

You have an urgent claim or a claim that involves ongoing treatment. You can have your claim reviewed internally and at the same time through the external review process.

### External review

External review is a review done by people in an organization outside of **Aetna**. This is called an external review organization (ERO).

You have a right to external review only if:

Our claim decision involved medical judgment.

We decided the service or supply is not medically necessary or not appropriate.

We decided the service or supply is experimental or investigational.

You have received an adverse determination.

You may also request external review if you want to know if the federal surprise bill law applies to your situation.

If our claim decision is one for which you can seek external review, we will say that in the notice of adverse benefit determination or final adverse benefit determination we send you. That notice also will describe the external review process. It will include a copy of the Request for External Review form at the final adverse determination level.

You must submit the Request for External Review Form:

#### To Aetna

Within 123 calendar days (four months) of the date you received the decision from us And you must include a copy of the notice from us and all other important information that supports your request

You will pay for any information that you send and want reviewed by the ERO. We will pay for information we send to the ERO plus the cost of the review.

#### Aetna will:

Contact the ERO that will conduct the review of your claim.

Assign the appeal to one or more independent clinical reviewers that have the proper expertise to do the review.

Consider appropriate credible information that you sent.

Follow our contractual documents and your plan of benefits.

### How long will it take to get an ⊞O decision?

We will tell you of the ERO decision not more than 45 calendar days after we receive your Notice of External Review Form with all the information you need to send in.

But sometimes you can get a faster external review decision. Your **provider** must call us or send us a Request for External Review Form.

There are two scenarios when you may be able to get a faster external review:

#### For initial adverse determinations

Your provider tells us that a delay in your receiving health care services would:

Jeopardize your life, health or ability to regain maximum function, or

Be much less effective if not started right away (in the case of experimental or investigational treatment)

#### For final adverse determinations

Your provider tells us that a delay in your receiving health care services would:

Jeopardize your life, health or ability to regain maximum function

Be much less effective if not started right away (in the case of experimental or investigational treatment), or

The final adverse determination concerns an admission, availability of care, continued stay or health care service for which you received **emergency services**, but have not been discharged from a facility

If your situation qualifies for this faster review, you will receive a decision within 72 hours of us getting your request.

### Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

### Fees and expenses

We do not pay any fees or expenses incurred by you in pursuing a complaint or appeal.

# Bigibility, starting and stopping coverage

# **Bigibility**

# Who is eligible

Your employer decides and tells us who is eligible for health coverage.

### When you can join the plan

You must live or work in the service area to enroll in this plan.

### You can enroll:

At the end of any waiting period your employer requires Once each year during the annual enrollment period

### Special times you can join the plan

You can enroll in these situations:

You didn't enroll before because you had other coverage and that coverage has ended

Your COBRA coverage has ended

A court orders that you cover a dependent on your health plan

When your dependent moves outside the service area for your employee plan

We must receive the completed enrollment information within 31 days of the date when coverage ends.

You can also enroll in these situations:

You or your dependent lose your eligibility for enrollment in Medicaid or an S-CHIP plan You are now eligible for state fee assistance under Medicaid or S-CHIP which will pay your fee contribution under this plan

We must receive the completed enrollment information within 60 days of the date when coverage ends.

### Notification of change in status

Tell us of any changes that may affect your benefits. Please contact us as soon as possible when you have a:

Change of address

Dependent status change

Dependent who enrolls in Medicare or any other health plan

### Starting coverage

Your coverage under this plan has a start and an end. You must start coverage after you complete the eligibility and enrollment process. You can ask your employer to confirm your effective date.

# Stopping coverage

Your coverage typically ends when you leave your job; but it can happen for other reasons. Ending coverage doesn't always mean you lose coverage with us. There will be circumstances that will still allow you to continue coverage. See the *Special* 

### When dependent coverage ends

Dependent coverage will end if:

A dependent is no longer eligible for coverage.

You stop making contributions, if any apply.

Your coverage ends for any of the reasons listed above except:

You enroll under a group Medicare plan we offer. However, dependent coverage will end if your coverage ends under the Medicare plan.

### What happens to your dependents if you die?

Coverage for dependents may continue for some time after your death. See the *Special coverage options after your coverage ends* section for more information.

### Why would we end your coverage?

We may immediately end your coverage if you commit fraud or you intentionally misrepresented yourself when you applied for or obtained coverage. You can refer to the *General provisions – other things you should know* section for more information on rescissions.

On the date your coverage ends, we will refund to your employer any prepayment for periods after the date your coverage ended.

### Special coverage options after your coverage ends

### When coverage may continue under the plan

This section explains options you may have after your coverage ends under this plan. Your individual situation will determine what options you will have. Contact your employer to see what options apply to you.

In some cases, fee payment is required for coverage to continue. Your coverage will continue under the plan as long as your employer and we have agreed to do so. It is your employer's responsibility to let us know when your work ends. If your employer and we agree in writing, we will extend the limits.

### How you can extend coverage for your disabled child beyond the plan age limits

You have the right to extend coverage for your dependent child beyond plan age limits, if the child is not able to be self-supporting because of mental or physical disability and depends mainly (more than 50% of their income) on you for support.

The right to coverage will continue only as long as a physician certifies that your child still is disabled.

We may ask you to send us proof of the disability within 90 days of the date coverage would have ended. Before

# General provisions – other things you should know

### Administrative provisions

### How you and we will interpret this booklet

We prepared this booklet according to ERISA and other federal and state laws that apply. You and we will interpret it according to these laws. Also, you are bound by our interpretation of this booklet when we administer your coverage.

#### How Aetna administers this plan

Aetna will administer the Plan in accordance with this booklet and apply policies and procedures which Aetna has developed to administer this plan.

### Who's responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your providers. Even network providers are not our employees or agents.

### **Qaim** administrator

### Aetna's authority as daim administrator

Aetna has been designated as claims administrator for benefits under the Plan with full discretion and authority to make claim and appeal determinations. The claims administrator is the appropriate named fiduciary of the plan for purposes of reviewing denied claims for benefits. In exercising this fiduciary responsibility, Aetna has full discretionary authority to make factual determinations, to determine eligibility for benefits, to determine the amount of benefits for each claim received, and to construe terms of the Plan with respect to benefits. Aetna's decisions are final and binding upon you and any person making a claim on your behalf. Your employer retains sole and complete authority to determine eligibility of persons to participate in the Plan.

# Coverage and services

### Your coverage can change

Your coverage is defined by the group contract. This document may have amendments too. Under certain circumstances, we, the Customer/Employer or the law may change your plan. When an emergency or epidemic is declared, we may modify or waive precertification, prescription quantity limits or your cost share if you are affected. Only we may waive a requirement of your plan. No other person, including the Customer/Employer or provider, can do this.

#### Physical examination and evaluations

At our expense, we have the right to have a **physician** of our choice examine you. This will be done at reasonable times while certification or a claim for benefits is pending or under review.

#### Records of expenses

You should keep complete records of your expenses. They may be needed for a claim. Important things to keep are:

Names of physicians and others who furnish services Dates expenses are incurred Copies of all bills and receipts

### Honest mistakes and intentional deception

#### Honest mistakes

You or the Customer/Employer may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in contributions or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

### Intentional deception

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious consequences for your coverage. These serious consequences include, but are not limited to:

Rescission of coverage

Denial of benefits

Recovery of amounts we already paid

We also may report fraud to criminal authorities. See the *Benefit payments and claims, Filing a claim* section for information about rescission.

You have special rights if we rescind your coverage:

We will give you 30 days advance written notice of any rescission of coverage

You have the right to an appeal

You have the right to a third party review conducted by an independent ERO

### Some other money issues

### Legal action

You must complete the internal appeal process, if your plan has one, before you take any legal action against us for any expense or bill. See the *Complaints, claim decisions, and, appeal procedures* section. You cannot take any action until 60 days after we receive written submission of a claim.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

#### Assignment of benefits

When you see a network provider, they will usually bill us directly. When you see an out-of-network provider, we may choose to pay you or to pay the provider directly. To the extent allowed by law, we will not accept an assignment to an out-of-network provider.

#### Financial sanctions exclusions

If coverage provided under this booklet violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for covered services if it violates a financial sanction suor example, we cannot pay fmple4m1fcan hconomiA 11Tm (su)-11(o)3-1 0 10.47(tt vssad)-1cia]TJ .vsor ehmidv70al I b

### SUBROGATION AND RIGHT OF RECOVERY

The provisions of this section apply to all current or former plan participants and also to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the plan. The plan's right to recover (whether by subrogation or reimbursement) shall apply to the personal representative of your estate, your decedents, minors, and incompetent or disabled persons. "You" or "your" includes anyone on whose behalf the plan pays benefits. No adult Covered Person hereunder may assign any rights that it may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult covered person without the prior express written consent of the Plan.

### Assignment

In order to secure the plan's recovery rights, you agree to assign to the plan any benefits or claims or rights of recovery you have under any automobile policy or other coverage, to the full extent of the plan's subrogation and reimbursement claims. This assignment allows the plan to pursue any claim you may have, whether or not you choose to pursue the claim.

#### First-Priority Claim

By accepting benefits from the plan, you acknowledge that the plan's recovery rights are a first priority claim and are to be repaid to the plan before you receive any recovery for your damages. The plan shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the plan will result in a recovery which is insufficient to make you whole or to compensate you in part or in whole for the damages sustained. The plan is not required to participate in or pay your court costs or attorney fees to any attorney you

#### Interpretation

In the event that any claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

#### Jurisdiction

By accepting benefits from the Plan, you agree that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the plan may elect. By accepting such benefits, you hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of your present or future domicile. By accepting such benefits, you also agree to pay all attorneys' fees the plan incurs in successful attempts to recover amounts the plan is entitled to under this section.

### Your health information

We will protect your health information. We will only use or share it with others as needed for your care and treatment. We will also use and share it to help us process your claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just contact us.

When you accept coverage under this plan, you agree to let your **providers** share information with us. We need information about your physical and mental condition and care.

### Sutter Health and Affiliates Services

Sutter Health and Affiliates, the dominant health system in much of northern California, uses its bargaining power to insist on unique requirements to participate in the Aetna network. Aetna's contract with Sutter requires payment of claims that would otherwise be denied, such as those not medically necessary or experimental or investigational (but does not require payment for services the Plan expressly excludes from

# Glossary

### Behavioral health provider

A health professional who is licensed or certified to provide covered services for mental health and substance related disorders in the state where the person practices.

### Brand-name prescription drug

An FDA-approved drug marketed with a specific name or trademark name by the company that manufactures it; often the same company that developed and patents it.

### Copay, copayment

This is the dollar amount you pay for covered services. In most plans, you pay this after you meet your deductible limit. In prescription drug plans, it is the amount you pay for covered drugs.

### Covered service

The benefits, subject to varying cost shares, covered under the plan. These are:

Described in the *Providing covered services* section

Not listed as an exclusion in the *Coverage and exclusions – Providing covered services* section or the *General plan exclusions* section

Not beyond any limits in the schedule of benefits

Medically necessary. See the *How your plan works – Medical necessity and precertification requirements* section and the *Glossary* for more information

### Deductible

A deductible is the amount you pay out-of-pocket for covered services per year before we start to pay.

#### Detoxification

The process of getting alcohol or other drugs out of an addicted person's system and getting them physically stable.

# Drug guide

A list of prescription and OTC drugs and devices established by us or an affiliate. It does not include all prescription and OTC drugs and devices. This list can be reviewed and changed by us or an affiliate. A copy is available at your request. Go to <a href="https://www.aetna.com/individuals-families/find-a-medication.html">https://www.aetna.com/individuals-families/find-a-medication.html</a>

# Emergency medical condition

freestanding emergency department means a health care facility that is geographically separate, distinct, and licensed separately from a hospital and provides emergency services.

# Experimental or investigational

Drugs, treatments or tests not yet accepted by **physicians** or by insurance plans as standard treatment. They may not be proven as effective or safe for most people.

A drug, device, procedure, or treatment is experimental or investigational if:

There is not enough outcome data available from controlled clinical trials published in the peer-reviewed literature to validate its safety and effectiveness for the illness or injury involved.

The needed approval by the FDA has not been given for marketing.

A national medical or dental society or regulatory agency has stated in writing that it is **experimental or** investigational or suitable mainly for research purposes.

It is the subject of a Phase I, Phase II or the experimental or research arm of a Phase III clinical trial. These terms have the meanings given by regulations and other official actions and publications of the FDA and Department of Health and Human Services.

Written protocols or a written consent form used by a facility provider state that it is experimental or investigational.

### Generic prescription drug

An FDA-approved drug with the same intended use as the brand-name product, that is considered to be as effective as the brand-name product. It offers the same:

Dosage

Safety

Strength

Quality

Performance

# Health professional

A person who is authorized by law to provide health care services to the public; for example, physicians, nurses and physical therapists.

# Home health care agency

An agency authorized by law to provide home health services, such as skilled nursing and other therapeutic services.

# Hospital

An institution licensed as a hospital by applicable law and accredited by The Joint Commission (TJC). This is a place that offers medical care. Patients can stay overnight for care. Or they can be treated and leave the same day. All hospitals must meet set standards of care. They can offer general or acute care. They can also offer service in one area, like rehabilitation.

Mental health disorder

# Provider

A physician, pharmacist, health professional, person, or facility, licensed or certified by law to provide health

# Semi-private room rate

An institution's **room and board** charge for most beds in rooms with 2 or more beds. If there are no such rooms, we will calculate the rate based on the rate most commonly charged by similar institutions in the same geographic area.

# Skilled nursing facility

A facility specifically licensed as a skilled nursing facility by appeall

### Surgery, surgical procedure

The diagnosis and treatment of injury, deformity and disease by manual and instrumental means, such as:

Cutting

Abrading

Suturing

Destruction

Ablation

Removal

Lasering

Introduction of a catheter (e.g., heart or bladder catheterization) or scope (e.g., colonoscopy or other

types of endoscopy)

Correction of fracture

Reduction of dislocation

Application of plaster casts

Injection into a joint

Injection of sclerosing solution

Otherwise physically changing body tissues and organs

### Telemedicine

A consultation between you and a physician, specialist, behavioral health provider, or telemedicine provider who is performing a clinical medical or behavioral health service by means of electronic communication.

### Terminal illness

A medical prognosis that you are not likely to live more than 12 months.

### Walk-in dinic

A health care facility that provides limited medical care on a scheduled and unscheduled basis. A walk-in dinic may be located in, near or within a:

Drug store

Pharmacy

Retail store

Supermarket

The following are not considered a walk-in dinic:

Ambulatory surgical center

Emergency room

Hospital

Outpatient department of a hospital

Physician's office

Urgent care facility

Additional Information Provided by

### ERISA Rights

As a participant in the group benefit plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

#### Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

#### Continue Group Health Plan Coverage

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### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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

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

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that you, your physician, or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain precertification for any days of confinement that exceed 48 hours (or 96 hours). For information on precertification, contact your plan administrator.

### Notice Regarding Women's Health and Cancer Rights Act

Under this health plan, as required by the Women's Health and Cancer Rights Act of 1998, coverage will be provided to a person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with the mastectomy for:

- (1) all stages of reconstruction of the breast on which a mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) prostheses; and
- (4) treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be provided in accordance with the plan design, limitations, copays, deductibles, and referral requirements, if any, as outlined in your plan documents.

If you have any questions about our coverage of mastectomies and reconstructive surgery, please contact the Member Services number on your ID card.

For more information, you can visit this U.S. Department of Health and Human Services website, http://www.cms.gov/home/regsquidance.asp, and this U.S. Department of Labor website,

### IMPORTANT HEALTH CARE REFORM NOTICES

#### CHOICE OF PROVIDER

If your Aetna plan generally requires or allows the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. If the plan or health insurance coverage designates a primary care provider automatically, then until you make this designation, Aetna designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact your Employer or, if you are a current member, your Aetna contact number on the back of your ID card.

If your Aetna plan allows for the designation of a primary care provider for a child, you may designate a pediatrician as the primary care provider.

If your Aetna plan provides coverage for obstetric or gynecological care and requires the designation of a primary care provider then you do not need prior authorization from Aetna or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care

Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you