



CARE COORDINATORS
BY QUANTUM HEALTH

Health Booklet
Retiree Benefit Plan(s) Quality PPO Plans 018, 019, 020, 021; and
Select PPO Plans 026, 027, 028, 029

For Non Bargaining Retirees and Bargaining Retirees Formerly in
6171, 7019, 0463 and 1671

BENEFITS ADMINISTERED BY



A UnitedHealthcare Company

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WINDSTREAM SERVICES, LLC
GROUP HEALTH BENEFIT PLAN
SUMMARY PLAN DESCRIPTION

INTRODUCTION

The purpose of this document is to provide You and Your covered Dependents, if any, with summary information on benefits available under this Plan as well as information on a Covered Person's rights and obligations under the WINDSTREAM MEDICAL PLAN (the "Plan"). As a valued Retiree of WINDSTREAM SERVICES, LLC, we are pleased to sponsor this Plan to provide benefits that can help meet Your health care needs. Please read this document carefully and contact Your Human Resources or Personnel office if You have questions.

WINDSTREAM SERVICES, LLC is named the Plan Administrator for this Plan. The Plan Administrator has retained the services of independent Third Party Administrators to process claims and handle other duties for this self-funded Plan. The Third Party Administrators for this Plan are UMR, Inc. (hereinafter "UMR") for medical claims, and Express Scripts for pharmacy claims and Spectera, Inc. for vision. The Third Party Administrators do not assume liability for benefits payable under this Plan, as they are solely claims paying agents for the Plan Administrator.

The employer assumes the sole responsibility for funding the Plan benefits out of general assets; however, Retirees help cover some of the costs of covered benefits through contributions, Deductibles, out-of-pocket, and Plan Participation amounts as described in the Schedule of Benefits. All claim payments and reimbursements are paid out of the general assets of the employer and there is no separate fund that is used to pay promised benefits. The Plan is intended to comply with and be governed by the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments.

Some of the terms used in this document begin with a capital letter, even though the term normally would not be capitalized. These terms have special meaning under the Plan. Most terms will be listed in the Glossary of Terms, but some terms are defined within the provision the term is used. Becoming familiar with the terms defined in the Glossary will help to better understand the provisions of this Plan.

Individuals covered under this Plan will be receiving an identification card to present to the provider whenever services are received. On the back of this card are phone numbers to call in case of questions or problems.

This document summarizes the benefits and limitations of the Plan and will serve as the SPD and Plan document. Therefore it will be referred to as both the Summary Plan Description ("SPD") and Plan document. It is being furnished to You in accordance with ERISA.

This document becomes effective on January 1, 2016.

The Company reserves the right to amend, modify, terminate, and partially terminate the medical Plan at any time.

PLAN INFORMATION

Plan Name	WINDSTREAM MEDICAL PLAN
Name And Address Of Employer	WINDSTREAM SERVICES, LLC 4001 RODNEY PARHAM RD LITTLE ROCK AR 72212
Name, Address And Phone Number Of Plan Administrator	WINDSTREAM SERVICES, LLC 4001 RODNEY PARHAM RD LITTLE ROCK AR 72212 501-748-7000
Named Fiduciary	WINDSTREAM BENEFITS COMMITTEE
Employer Identification Number Assigned By The IRS	20-0792300
Plan Number Assigned By The Plan	502
Type Of Benefit Plan Provided	Self-Funded Health & Welfare Plan providing Group Health Benefits
Type Of Administration	The administration of the Plan is under the supervision of the Plan Administrator. The Plan is not financed by an insurance company and benefits are not guaranteed by a contract of insurance. UMR provides administrative services such as claim payments for medical. Spectera, Inc. provides administrative services for vision claims.
Name And Address Of Agent For Service Of Legal Process	WINDSTREAM SERVICES, LLC 4001 RODNEY PARHAM RD LITTLE ROCK AR 72212 Services of legal process may also be made upon the Plan Administrator.
Funding Of The Plan	Employer and Retiree Contributions Benefits are provided by a benefit plan maintained on a self-insured basis by Your employer.
Collective Bargaining Provisions	The Plan is maintained pursuant to one or more collective bargaining agreements. A copy of the agreements may be obtained upon written request to the Plan Administrator, and such agreements are available for examination.
Benefit Plan Year	Benefits begin on January 1 and end on the following December 31. For new Retirees and Dependents, a Benefit Plan Year begins on the individual's Effective Date and runs through December 31 of the same Benefit Plan Year.
ERISA Plan Year	January 1 through December 31

ERISA And Other Federal Compliance

It is intended that this Plan meet all applicable requirements of ERISA and other federal regulations. In the event of any conflict between this Plan and ERISA or other federal regulations, the provisions of ERISA and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.

Discretionary Authority

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion, shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents, including this SPD, and make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties, except that the Plan Administrator has delegated certain responsibilities to the Third Party Administrators for this Plan. Any interpretation, determination or other action of the Plan Administrator or the Third Party Administrators shall be subject to review only if a court of proper jurisdiction determines its action is arbitrary or capricious or otherwise a clear abuse of discretion. Any review of a final decision or action of the Plan Administrator or the Third Party Administrators shall be based only on such evidence presented to or considered by the Plan Administrator or the Third Party Administrators at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator or the Third Party Administrators make, in its sole discretion, and further, means that the Covered Person consents to the limited standard and scope of review afforded under law.

MEDICAL SCHEDULE OF BENEFITS

Benefit Plan(s) 018 – Quality Indemnity Plan – Retiree And Spouse Both 65 Or Over

All health benefits shown on this Schedule of Benefits are subject to the following: Annual maximums, Deductibles, Co-pays, Plan Participation rates, and out-of-pocket maximums, if any. Refer to the Out-of-Pocket Expenses section of this SPD for more details.

Benefits are subject to all provisions of this Plan including any benefit determination based on an evaluation of medical facts and covered benefits. Refer to the Covered Medical Benefits and General Exclusions sections of this SPD for more details.

Important: Pre-Authorization may be required before benefits will be considered for payment. Failure to obtain Pre-Authorization may result in a penalty or increased out-of-pocket costs. Refer to the Care Management section of this SPD for a description of these services and Pre-Authorization procedures.

	TRADITIONAL
Individual Lifetime Maximum Benefit	\$1,500,000
Annual Deductible Per Calendar Year Benefit:	
• Per Person	\$1,000
• Per Family	\$2,000
Plan Participation Rate, Unless Otherwise Stated Below:	
• Paid By Plan After Satisfaction Of Deductible	70%
Annual Out-Of-Pocket Maximum:	
• Per Person	\$3,000
• Per Family	\$6,000
Ambulance Transportation:	
• Paid By Plan After Deductible	70%
Breast Reductions:	
• Paid By Plan After Deductible	50%
Chiropractic Services:	
• Paid By Plan After Deductible	70%
<i>Note: Medical Necessity Will Be Reviewed After 25 Visits.</i>	
Dental Services - Refer To The Covered Benefits Section For Details:	
• Paid By Plan After Deductible	70%
Accident:	
To Age 15	
• Paid By Plan After Deductible	70%
Diabetes Treatment:	
• Maximum Benefit Per Lifetime For Self-Management Training	1 Session Not To Exceed \$75
• Paid By Plan After Deductible	70%
Diabetic Education:	
• Maximum Benefit Per Calendar Year	1 Session
• Paid By Plan	100% (Deductible Waived)
Durable Medical Equipment:	
• Paid By Plan After Deductible	70%

	TRADITIONAL
Emergency Services / Treatment: Urgent Care: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan 	\$20 100% (Deductible Waived)
Emergency Room / Emergency Physicians: <ul style="list-style-type: none"> • Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hours) • Paid By Plan After Deductible 	\$100 70%
Extended Care Facility Benefits Such As Skilled Nursing, Convalescent Or Subacute Facility: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Hearing Services: Exams, Tests: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Implantable Hearing Devices And Auditory Brain Stem Implant: From Age 12 <ul style="list-style-type: none"> • Maximum Cochlear Implant Benefit Per Lifetime • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$30,000 1 Brain Stem Implant 70%
Home Health Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan After Deductible <p><i>Note: A Home Health Care Visit Will Be Considered A Periodic Visit By Either A Nurse Or Therapist, As The Case May Be, Or Up To Four (4) Hours of Home Health Care Services.</i></p>	\$10,000 70%
Hospice Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime 	\$20,000
Hospice Services: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Bereavement Counseling: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Respite Care: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Hospital Services: Pre-admission Testing: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Inpatient Services / Inpatient Physician Charges Room And Board Subject To The Payment Of Semi-private Room Rate Or Negotiated Room Rate: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%

	TRADITIONAL
Outpatient Services/ Outpatient Physician Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Outpatient Lab And X-ray Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Outpatient Surgery / Surgeon Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Outpatient Imaging Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Infertility Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$15,000 70%
Maternity: <ul style="list-style-type: none"> • Maximum Benefit Per Pregnancy • Paid By Plan After Deductible 	1 Routine Ultrasound 70%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: <p>Inpatient Or Partial Hospitalization:</p> <ul style="list-style-type: none"> • Maximum Days Per Lifetime • Paid By Plan After Deductible <p><i>Note: That 1 Day Of Partial Hospitalization Will Reduce The Inpatient Maximum By One Day.</i></p> <p>Outpatient Or Partial Hospitalization Services And Physician Charges:</p> <ul style="list-style-type: none"> • Maximum Visits Per Lifetime • Paid By Plan After Deductible <p>Office Visit:</p> <ul style="list-style-type: none"> • Included In Maximum • Co-pay Per Visit • Paid By Plan 	30 Days 70%
Morbid Obesity Treatment: <ul style="list-style-type: none"> • Maximum Benefit For Non-Surgical Procedures Per Lifetime • Paid By Plan After Deductible 	\$4,000 70%
Physician Office Services: <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Specialist Provider Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p>	\$20 100% (Deductible Waived)
	70%

	TRADITIONAL
<p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Specialist Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Note: Radiology, Pathology, Independent Lab And X-ray When Referred By A Primary Care Physician At 100% Deductible Waived And When Referred By A Specialist Provider Paid At 70%. If No Referral Is Received The Claim Will Be Held For 5 Days Before Being Paid At The Specialist Benefit.</p>	<p>100% (Deductible Waived)</p> <p>70%</p>
<p>Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include:</p> <p>From Age 18</p> <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year <p>Preventive / Routine Physical Exams:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Immunizations:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Intranasal Flu Vaccine:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Diagnostic Tests, Lab And X-rays:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Mammograms And Breast Exams:</p> <p>Included In Maximum From Age 35</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Mammograms And Breast Exams (For Family History Of Breast Cancer):</p> <p>To Age 35</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Note: This Benefit Applies To Anyone Under Age 35 With Family History Of Breast Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	<p>\$500</p> <p>\$20 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>1 Exam \$20 100% (Deductible Waived)</p> <p>70%</p>

	TRADITIONAL
<p>Preventive / Routine Pelvic Exams And Pap Test: Included In Maximum</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine Fecal Blood Culture: Included In Maximum From Age 50</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine PSA Test And Prostate Exams: Included In Maximum From Age 40</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine PSA Test And Prostate Exams (For Family History Of Prostate Cancer): To Age 40</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>70%</p>
<p>Note: This Benefit Applies To Anyone Under Age 40 With Family History Of Prostate Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	
<p>Preventive / Routine Colonoscopy, Sigmoidoscopy And Similar Routine Surgical Procedures Done For Preventive Reasons: From Age 50</p> <ul style="list-style-type: none"> • Maximum Colonoscopy Exams Per Ten Years • Maximum Sigmoidoscopy Exams Per Five Years • Paid By Plan After Deductible 	<p>1 Exam 1 Exam 70%</p>
<p>Preventive / Routine Colonoscopy (For Family History of Colon Cancer): To Age 50</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>70%</p>
<p>Note: This Benefit Applies To Anyone Under Age 50 With Family History Of Colon Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	
<p>Preventive / Routine Care Benefits For Children Include: To Age 18</p>	
<p>Preventive / Routine Physical Exams:</p> <ul style="list-style-type: none"> • Paid By Plan 	<p>100% (Deductible Waived)</p>

	TRADITIONAL
Immunizations: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Intranasal Flu Vaccine: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan 	\$15 100% (Deductible Waived)
Preventive / Routine Diagnostic Tests, Lab And X-rays: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Preventive / Routine Hearing Exam: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Preventive / Routine Vision Eye Charts: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Temporomandibular Joint Disorder Benefits: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%
Therapy Services: <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Note: Medical Necessity Will Be Reviewed After 25 Visits For Occupational / Physical Therapy And Speech Therapy.</p>	70%
All Other Covered Expenses: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%

MEDICAL SCHEDULE OF BENEFITS

Benefit Plan(s) 019 – Quality PPO Plan – Retiree 65 Or Over And Spouse Under 65 020 – Quality PPO Plan – Retiree Under 65 And Spouse 65 Or Over 021 – Quality PPO Plan – Retiree 65 And Spouse Both Under 65

All health benefits shown on this Schedule of Benefits are subject to the following: Annual maximums, Deductibles, Co-pays, Plan Participation rates, and out-of-pocket maximums, if any. Refer to the Out-of-Pocket Expenses section of this SPD for more details.

Benefits are subject to all provisions of this Plan including any benefit determination based on an evaluation of medical facts and covered benefits. Refer to the Covered Medical Benefits and General Exclusions sections of this SPD for more details.

Important: Pre-Authorization may be required before benefits will be considered for payment. Failure to obtain Pre-Authorization may result in a penalty or increased out-of-pocket costs. Refer to the Care Management section of this SPD for a description of these services and Pre-Authorization procedures.

Notes: Refer to the Provider Network section for clarifications and possible exceptions to the In-Network or Out-of-Network classifications.

If a benefit maximum is listed in the middle of a column on the Schedule of Benefits, that means that it is a combined Maximum Benefit for services that the Covered Person receives from all In-Network and Out-of-Network providers and facilities.

	IN-NETWORK	OUT-OF-NETWORK
Individual Lifetime Maximum Benefit	\$1,500,000	
Annual Deductible Per Calendar Year:		
• Per Person	\$1,000	\$1,250
• Per Family	\$2,000	\$2,500
Plan Participation Rate, Unless Otherwise Stated Below:		
• Paid By Plan After Satisfaction Of Deductible	70%	50%
Annual Out-Of-Pocket Maximum:		
• Per Person	\$3,000	\$7,000
• Per Family	\$6,000	\$14,000
Ambulance Transportation:		
True Ground Ambulance:		
• Paid By Plan After Deductible	70%	70%
Non-True Ground Ambulance:		
• Paid By Plan After In-Network Deductible	70%	50%
True Air Ambulance:		
• Paid By Plan After Deductible	70%	70%
Non-True Air Ambulance:		
• Paid By Plan After In-Network Deductible	70%	50%
Breast Reductions:		
• Paid By Plan After Deductible	50%	50%
Chiropractic Services:		
• Paid By Plan After Deductible	70%	50%
Note: Medical Necessity Will Be Reviewed After 25 Visits.		

	IN-NETWORK	OUT-OF-NETWORK
Dental Services - Refer To The Covered Benefits Section For Details: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Accident: To Age 15 <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Diabetes Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime For Self-Management Training • Paid By Plan After Deductible 	1 Session To A Maximum Of \$75 70%	50%
Diabetic Education: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan 	1 Session 100% (Deductible Waived)	100% (Deductible Waived)
Durable Medical Equipment: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Emergency Services / Treatment:		
Urgent Care: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	\$20 100% (Deductible Waived)	Not Applicable 50%
Emergency Room / Emergency Physicians: <ul style="list-style-type: none"> • Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hours) • Paid By Plan After In-Network Deductible 	\$100 70%	\$100 70%
Extended Care Facility Benefits Such As Skilled Nursing, Convalescent Or Subacute Facility: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Hearing Services:		
Exams, Tests: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Implantable Hearing Devices And Auditory Brain Stem Implant: From Age 12 <ul style="list-style-type: none"> • Maximum Cochlear Implant Benefit Per Lifetime • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$30,000 1 Brain Stem Implant 70%	50%
Home Health Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan After Deductible 	\$10,000 70%	50%
<i>Note: A Home Health Care Visit Will Be Considered A Periodic Visit By Either A Nurse Or Therapist, As The Case May Be, Or Up To Four (4) Hours of Home Health Care Services.</i>		
Hospice Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime 	\$20,000	
Hospice Services: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%

	IN-NETWORK	OUT-OF-NETWORK
Bereavement Counseling: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Respite Care: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Hospital Services: Pre-admission Testing: <ul style="list-style-type: none"> • Paid By Plan After Deductible Inpatient Services / Inpatient Physician Charges Room And Board Subject To The Payment Of Semi-private Room Rate Or Negotiated Room Rate: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Services / Outpatient Physician Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Lab And X-ray Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Surgery / Surgeon Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Imaging Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Infertility Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	70%	\$15,000 50%
Maternity: <ul style="list-style-type: none"> • Maximum Benefit Per Pregnancy • Paid By Plan After Deductible 	70%	1 Routine Ultrasound 50%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: Inpatient Or Partial Hospitalization: <ul style="list-style-type: none"> • Maximum Days Per Lifetime • Paid By Plan After Deductible <i>Note: That 1 Day Of Partial Hospitalization Will Reduce The Inpatient Maximum By One Day.</i> Outpatient Or Partial Hospitalization Services And Physician Charges: <ul style="list-style-type: none"> • Maximum Visits Per Lifetime • Paid By Plan After Deductible Office Visit: Included In Maximum <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	70%	30 Days 50%
	70%	30 Visits 50%
	\$20 100% (Deductible Waived)	Not Applicable 50%

	IN-NETWORK	OUT-OF-NETWORK	
Morbid Obesity Treatment: <ul style="list-style-type: none"> Maximum Benefit For Non-Surgical Procedures Per Lifetime Paid By Plan After Deductible 		\$4,000	
Physician Office Services: <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan <p>Specialist Provider Office Services:</p> <ul style="list-style-type: none"> Paid By Plan After Deductible <p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p> <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> Paid By Plan <p>Specialist Office Services:</p> <ul style="list-style-type: none"> Paid By Plan After Deductible <p><i>Note: Radiology, Pathology, Independent Lab And X-ray When Referred By A Primary Care Physician At 100% Deductible Waived And When Referred By A Specialist Provider Paid At 70%. If No Referral Is Received The Claim Will Be Held For 5 Days Before Being Paid At The Specialist Benefit.</i></p>	<p>\$20 100% (Deductible Waived)</p> <p>70%</p> <p>100% (Deductible Waived)</p> <p>70%</p>	<p>Not Applicable 50%</p> <p>50%</p> <p>50%</p> <p>50%</p>	
<p>Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include:</p> <p>From Age 18</p> <ul style="list-style-type: none"> Maximum Benefit Per Calendar Year <p>Preventive / Routine Physical Exams:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible <p>Immunizations:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible <p>Intranasal Flu Vaccine:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible 		<p>\$500</p> <p>\$20 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p> <p>Not Applicable 50%</p> <p>Not Applicable 50%</p>

	IN-NETWORK	OUT-OF-NETWORK
<p>Preventive / Routine Diagnostic Tests, Lab And X-rays: Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	<p>\$20 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p>
<p>Preventive / Routine Mammograms And Breast Exams: Included In Maximum From Age 35</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p>
<p>Preventive / Routine Mammograms And Breast Exams (For Family History Of Breast Cancer): To Age 35</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>70%</p>	<p>50%</p>
<p>Note: This Benefit Applies To Anyone Under Age 35 With Family History Of Breast Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>		
<p>Preventive / Routine Pelvic Exams And Pap Test: Included In Maximum</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p>
<p>Preventive / Routine Fecal Blood Culture: Included In Maximum From Age 50</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p>
<p>Preventive / Routine PSA Test And Prostate Exams: Included In Maximum From Age 40</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 50%</p>

	IN-NETWORK	OUT-OF-NETWORK
<p>Preventive / Routine PSA Test And Prostate Exams (For Family History Of Prostate Cancer): To Age 40</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: This Benefit Applies To Anyone Under Age 40 With Family History Of Prostate Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</i></p>	70%	50%
<p>Preventive / Routine Colonoscopy, Sigmoidoscopy And Similar Routine Surgical Procedures Done For Preventive Reasons: From Age 50</p> <ul style="list-style-type: none"> • Maximum Colonoscopy Exams Per Ten Years • Maximum Sigmoidoscopy Exams Per Five Years • Paid By Plan After Deductible 	70%	1 Exam 1 Exam 50%
<p>Preventive / Routine Colonoscopy (For Family History of Colon Cancer): To Age 50</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: This Benefit Applies To Anyone Under Age 50 With Family History Of Colon Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</i></p>	70%	50%
<p>Preventive / Routine Care Benefits For Children Include: To Age 18</p> <p>Preventive / Routine Physical Exams:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Immunizations:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Intranasal Flu Vaccine:</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Diagnostic Tests, Lab And X-rays:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Preventive / Routine Hearing Exam:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Preventive / Routine Vision Eye Charts:</p> <ul style="list-style-type: none"> • Paid By Plan 	<p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p>	<p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>Not Applicable 50%</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p>

	IN-NETWORK	OUT-OF-NETWORK
Temporomandibular Joint Disorder Benefits: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%
Therapy Services: <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: Medical Necessity Will Be Reviewed After 25 Visits For Occupational / Physical Therapy And Speech Therapy.</i></p>	70%	50%
All Other Covered Expenses: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	70%	50%

MEDICAL SCHEDULE OF BENEFITS

Benefit Plan(s) 026 – Select Indemnity Plan – Retiree And Spouse Both 65 Or Over

All health benefits shown on this Schedule of Benefits are subject to the following: Annual maximums, Deductibles, Co-pays, Plan Participation rates, and out-of-pocket maximums, if any. Refer to the Out-of-Pocket Expenses section of this SPD for more details.

Benefits are subject to all provisions of this Plan including any benefit determination based on an evaluation of medical facts and covered benefits. Refer to the Covered Medical Benefits and General Exclusions sections of this SPD for more details.

Important: Pre-Authorization may be required before benefits will be considered for payment. Failure to obtain Pre-Authorization may result in a penalty or increased out-of-pocket costs. Refer to the Care Management section of this SPD for a description of these services and Pre-Authorization procedures.

	TRADITIONAL
Individual Lifetime Maximum Benefit	\$1,500,000
Annual Deductible Per Calendar Year Benefit:	
• Per Person	\$500
• Per Family	\$1,000
Plan Participation Rate, Unless Otherwise Stated Below:	
• Paid By Plan After Satisfaction Of Deductible	80%
Annual Out-Of-Pocket Maximum:	
• Per Person	\$2,000
• Per Family	\$4,000
Ambulance Transportation:	
• Paid By Plan After Deductible	80%
Breast Reductions:	
• Paid By Plan After Deductible	50%
Chiropractic Services:	
• Paid By Plan After Deductible	80%
<i>Note: Medical Necessity Will Be Reviewed After 25 Visits.</i>	
Dental Services - Refer To The Covered Benefits Section For Details:	
• Paid By Plan After Deductible	80%
Accident:	
To Age 15	
• Paid By Plan After Deductible	80%
Diabetes Treatment:	
• Maximum Benefit Per Lifetime For Self-Management Training	1 Session To A Maximum Of \$75
• Paid By Plan After Deductible	80%
Diabetic Education:	
• Maximum Benefit Per Calendar Year	1 Session
• Paid By Plan	100% (Deductible Waived)
Durable Medical Equipment:	
• Paid By Plan After Deductible	80%

	TRADITIONAL
Emergency Services / Treatment: Urgent Care: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan 	\$20 100% (Deductible Waived)
Emergency Room / Emergency Physicians: <ul style="list-style-type: none"> • Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hours) • Paid By Plan After Deductible 	\$100 80%
Extended Care Facility Benefits Such As Skilled Nursing, Convalescent Or Subacute Facility: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Hearing Services: Exams, Tests: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Implantable Hearing Devices And Auditory Brain Stem Implant: From Age 12 <ul style="list-style-type: none"> • Maximum Cochlear Implant Benefit Per Lifetime • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$30,000 1 Brain Stem Implant 80%
Home Health Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan After Deductible <p><i>Note: A Home Health Care Visit Will Be Considered A Periodic Visit By Either A Nurse Or Therapist, As The Case May Be, Or Up To Four (4) Hours of Home Health Care Services.</i></p>	\$10,000 80%
Hospice Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime 	\$20,000
Hospice Services: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Bereavement Counseling: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Respite Care: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Hospital Services: Pre-admission Testing: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Inpatient Services / Inpatient Physician Charges Room And Board Subject To The Payment Of Semi-private Room Rate Or Negotiated Room Rate: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%

	TRADITIONAL
Outpatient Services/ Outpatient Physician Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Outpatient Lab And X-ray Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Outpatient Surgery / Surgeon Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Outpatient Imaging Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Infertility Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$15,000 80%
Maternity: <ul style="list-style-type: none"> • Maximum Benefit Per Pregnancy • Paid By Plan After Deductible 	1 Routine Ultrasound 80%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: <p>Inpatient Or Partial Hospitalization:</p> <ul style="list-style-type: none"> • Maximum Days Per Lifetime • Paid By Plan After Deductible <p><i>Note: That 1 Day Of Partial Hospitalization Will Reduce The Inpatient Maximum By One Day.</i></p> <p>Outpatient Or Partial Hospitalization Services And Physician Charges:</p> <ul style="list-style-type: none"> • Maximum Visits Per Lifetime • Paid By Plan After Deductible <p>Office Visit:</p> <ul style="list-style-type: none"> • Included In Maximum • Co-pay Per Visit • Paid By Plan 	30 Days 80%
<p>Outpatient Or Partial Hospitalization Services And Physician Charges:</p> <ul style="list-style-type: none"> • Maximum Visits Per Lifetime • Paid By Plan After Deductible <p>Office Visit:</p> <ul style="list-style-type: none"> • Included In Maximum • Co-pay Per Visit • Paid By Plan 	30 Visits 80%
<p>Office Visit:</p> <ul style="list-style-type: none"> • Included In Maximum • Co-pay Per Visit • Paid By Plan 	\$20 100% (Deductible Waived)
Morbid Obesity Treatment: <ul style="list-style-type: none"> • Maximum Benefit For Non-Surgical Procedures Per Lifetime • Paid By Plan After Deductible 	\$4,000 80%
Physician Office Services: <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Specialist Provider Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p> <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan 	\$20 100% (Deductible Waived)
<p>Specialist Provider Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p> <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan 	80%
<p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p> <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)

	TRADITIONAL
<p>Specialist Office Services:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Note: Radiology, Pathology, Independent Lab And X-ray When Referred By A Primary Care Physician At 100% Deductible Waived And When Referred By A Specialist Provider Paid At 80%. If No Referral Is Received The Claim Will Be Held For 5 Days Before Being Paid At The Specialist Benefit.</p>	80%
<p>Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include:</p> <p>From Age 18</p> <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year <p>Preventive / Routine Physical Exams:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Immunizations:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Intranasal Flu Vaccine:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Diagnostic Tests, Lab And X-rays:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Mammograms And Breast Exams:</p> <p>Included In Maximum From Age 35</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Mammograms And Breast Exams (For Family History Of Breast Cancer):</p> <p>To Age 35</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p>Note: This Benefit Applies To Anyone Under Age 35 With Family History Of Breast Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	<p>\$500</p> <p>\$20 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>1 Exam \$20 100% (Deductible Waived)</p> <p>80%</p>

	TRADITIONAL
<p>Preventive / Routine Pelvic Exams And Pap Test: Included In Maximum</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine Fecal Blood Culture: Included In Maximum From Age 50</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine PSA Test And Prostate Exams: Included In Maximum From Age 40</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan 	<p>1 Exam \$20 100% (Deductible Waived)</p>
<p>Preventive / Routine PSA Test And Prostate Exams (For Family History Of Prostate Cancer): To Age 40</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>80%</p>
<p>Note: This Benefit Applies To Anyone Under Age 40 With Family History Of Prostate Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	
<p>Preventive / Routine Colonoscopy, Sigmoidoscopy And Similar Routine Surgical Procedures Done For Preventive Reasons: From Age 50</p> <ul style="list-style-type: none"> • Maximum Colonoscopy Exams Per Ten Years • Maximum Sigmoidoscopy Exams Per Five Years • Paid By Plan After Deductible 	<p>1 Exam 1 Exam 80%</p>
<p>Preventive / Routine Colonoscopy (For Family History of Colon Cancer): To Age 50</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>80%</p>
<p>Note: This Benefit Applies To Anyone Under Age 50 With Family History Of Colon Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>	
<p>Preventive / Routine Care Benefits For Children Include: To Age 18</p>	
<p>Preventive / Routine Physical Exams:</p> <ul style="list-style-type: none"> • Paid By Plan 	<p>100% (Deductible Waived)</p>

	TRADITIONAL
Immunizations: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Intranasal Flu Vaccine: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan 	\$15 100% (Deductible Waived)
Preventive / Routine Diagnostic Tests, Lab And X-rays: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Preventive / Routine Hearing Exam: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Preventive / Routine Vision Eye Charts: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)
Temporomandibular Joint Disorder Benefits: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%
Therapy Services: <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: Medical Necessity Will Be Reviewed After 25 Visits For Occupational / Physical Therapy And Speech Therapy.</i></p>	80%
All Other Covered Expenses: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%

MEDICAL SCHEDULE OF BENEFITS

Benefit Plan(s) 027 – Select PPO Plan – Retiree 65 Or Over And Spouse Under 65 028 – Select PPO Plan – Retiree Under 65 And Spouse 65 Or Over 029 – Select PPO Plan – Retiree And Spouse Both Under 65

All health benefits shown on this Schedule of Benefits are subject to the following: Annual maximums, Deductibles, Co-pays, Plan Participation rates, and out-of-pocket maximums, if any. Refer to the Out-of-Pocket Expenses section of this SPD for more details.

Benefits are subject to all provisions of this Plan including any benefit determination based on an evaluation of medical facts and covered benefits. Refer to the Covered Medical Benefits and General Exclusions sections of this SPD for more details.

Important: Pre-Authorization may be required before benefits will be considered for payment. Failure to obtain Pre-Authorization may result in a penalty or increased out-of-pocket costs. Refer to the Care Management section of this SPD for a description of these services and Pre-Authorization procedures.

Notes: Refer to the Provider Network section for clarifications and possible exceptions to the In-Network or Out-of-Network classifications.

If a benefit maximum is listed in the middle of a column on the Schedule of Benefits, that means that it is a combined Maximum Benefit for services that the Covered Person receives from all In-Network and Out-of-Network providers and facilities.

	IN-NETWORK	OUT-OF-NETWORK
Individual Lifetime Maximum Benefit	\$1,500,000	
Annual Deductible Per Calendar Year:		
• Per Person	\$500	\$750
• Per Family	\$1,000	\$1,250
Plan Participation Rate, Unless Otherwise Stated Below:		
• Paid By Plan After Satisfaction Of Deductible	80%	60%
Annual Out-Of-Pocket Maximum:		
• Per Person	\$2,000	\$4,000
• Per Family	\$4,000	\$8,000
Ambulance Transportation:		
True Ground Ambulance:		
• Paid By Plan After Deductible	80%	80%
Non-True Ground Ambulance:		
• Paid By Plan After In-Network Deductible	80%	60%
True Air Ambulance:		
• Paid By Plan After Deductible	80%	80%
Non-True Air Ambulance:		
• Paid By Plan After In-Network Deductible	80%	60%
Breast Reductions:		
• Paid By Plan After Deductible	50%	50%
Chiropractic Services:		
• Paid By Plan After Deductible	80%	60%
Note: Medical Necessity Will Be Reviewed After 25 Visits.		

	IN-NETWORK	OUT-OF-NETWORK
Dental Services - Refer To The Covered Benefits Section For Details: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Accident: To Age 15 <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Diabetes Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime For Self-Management Training • Paid By Plan After Deductible 	1 Session To A Maximum Of \$75 80%	60%
Diabetic Education: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan 	1 Session 100% (Deductible Waived)	100% (Deductible Waived)
Durable Medical Equipment: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Emergency Services / Treatment:		
Urgent Care: <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	\$20 100% (Deductible Waived)	Not Applicable 60%
Emergency Room / Emergency Physicians: <ul style="list-style-type: none"> • Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hours) • Paid By Plan After In-Network Deductible 	\$100 80%	\$100 80%
Extended Care Facility Benefits Such As Skilled Nursing, Convalescent Or Subacute Facility: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Hearing Services:		
Exams, Tests: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Implantable Hearing Devices And Auditory Brain Stem Implant: From Age 12 <ul style="list-style-type: none"> • Maximum Cochlear Implant Benefit Per Lifetime • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	\$30,000 1 Brain Stem Implant 80%	60%
Home Health Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Calendar Year • Paid By Plan After Deductible 	\$10,000 80%	60%
Note: A Home Health Care Visit Will Be Considered A Periodic Visit By Either A Nurse Or Therapist, As The Case May Be, Or Up To Four (4) Hours of Home Health Care Services.		
Hospice Care Benefits: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime 	\$20,000	
Hospice Services: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%

	IN-NETWORK	OUT-OF-NETWORK
Bereavement Counseling: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Respite Care: Included In Maximum <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Hospital Services: Pre-admission Testing: <ul style="list-style-type: none"> • Paid By Plan After Deductible Inpatient Services / Inpatient Physician Charges Room And Board Subject To The Payment Of Semi-private Room Rate Or Negotiated Room Rate: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Services / Outpatient Physician Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Lab And X-ray Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Surgery / Surgeon Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible Outpatient Imaging Charges: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Infertility Treatment: <ul style="list-style-type: none"> • Maximum Benefit Per Lifetime • Paid By Plan After Deductible 	80%	\$15,000 60%
Maternity: <ul style="list-style-type: none"> • Maximum Benefit Per Pregnancy • Paid By Plan After Deductible 	80%	1 Routine Ultrasound 60%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: Inpatient Or Partial Hospitalization: <ul style="list-style-type: none"> • Maximum Days Per Lifetime • Paid By Plan After Deductible <p>Note: That 1 Day Of Partial Hospitalization Will Reduce The Inpatient Maximum By One Day.</p> Outpatient Or Partial Hospitalization Services And Physician Charges: <ul style="list-style-type: none"> • Maximum Visits Per Lifetime • Paid By Plan After Deductible Office Visit: Included In Maximum <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	80%	30 Days 60%
	\$20 100% (Deductible Waived)	Not Applicable 60%

	IN-NETWORK	OUT-OF-NETWORK
Morbid Obesity Treatment: <ul style="list-style-type: none"> Maximum Benefit For Non-Surgical Procedures Per Lifetime Paid By Plan After Deductible 		\$4,000
	80%	60%
Physician Office Services: <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible <p>Specialist Provider Office Services:</p> <ul style="list-style-type: none"> Paid By Plan After Deductible <p>Diabetic Supplies, Needles, Syringes Administered In An Office Visit Setting:</p> <p>Primary Care Physician Office Services:</p> <ul style="list-style-type: none"> Paid By Plan After Deductible <p>Specialist Office Services:</p> <ul style="list-style-type: none"> Paid By Plan <p><i>Note: Radiology, Pathology, Independent Lab And X-ray When Referred By A Primary Care Physician At 100% Deductible Waived And When Referred By A Specialist Provider Paid At 80%. If No Referral Is Received The Claim Will Be Held For 5 Days Before Being Paid At The Specialist Benefit.</i></p>	<p>\$20 100% (Deductible Waived)</p> <p>80%</p> <p>100% (Deductible Waived)</p> <p>80%</p>	<p>Not Applicable 60%</p> <p>60%</p> <p>60%</p> <p>60%</p>
Preventive / Routine Care Benefits. See Glossary Of Terms For Definition. Benefits Include: <p>From Age 18</p> <ul style="list-style-type: none"> Maximum Benefit Per Calendar Year <p>Preventive / Routine Physical Exams:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible <p>Immunizations:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible <p>Intranasal Flu Vaccine:</p> <p>Included In Maximum</p> <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan 		\$500
	<p>\$20 100% (Deductible Waived)</p> <p>\$20 100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p> <p>Not Applicable 60%</p> <p>Not Applicable 60%</p>

	IN-NETWORK	OUT-OF-NETWORK
<p>Preventive / Routine Diagnostic Tests, Lab And X-rays: Included In Maximum</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan After Deductible 	<p>\$20 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p>
<p>Preventive / Routine Mammograms And Breast Exams: Included In Maximum From Age 35</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p>
<p>Preventive / Routine Mammograms And Breast Exams (For Family History Of Breast Cancer): To Age 35</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible 	<p>80%</p>	<p>60%</p>
<p>Note: This Benefit Applies To Anyone Under Age 35 With Family History Of Breast Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</p>		
<p>Preventive / Routine Pelvic Exams And Pap Test: Included In Maximum</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p>
<p>Preventive / Routine Fecal Blood Culture: Included In Maximum From Age 50</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p>
<p>Preventive / Routine PSA Test And Prostate Exams: Included In Maximum From Age 40</p> <ul style="list-style-type: none"> • Maximum Exams Per Calendar Year • Co-pay Per Visit • Paid By Plan After Deductible 	<p>1 Exam \$20 100% (Deductible Waived)</p>	<p>Not Applicable 60%</p>

	IN-NETWORK	OUT-OF-NETWORK
<p>Preventive / Routine PSA Test And Prostate Exams (For Family History Of Prostate Cancer): To Age 40</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: This Benefit Applies To Anyone Under Age 40 With Family History Of Prostate Cancer. For Physician Fees And Specialist Charges Deductible And Coinsurance Apply.</i></p>	80%	60%
<p>Preventive / Routine Colonoscopy, Sigmoidoscopy And Similar Routine Surgical Procedures Done For Preventive Reasons: From Age 50</p> <ul style="list-style-type: none"> • Maximum Colonoscopy Exams Per Ten Years • Maximum Sigmoidoscopy Exams Per Five Years • Paid By Plan After Deductible 	80%	1 Exam 1 Exam 60%
<p>Preventive / Routine Colonoscopy (For Family History of Colon Cancer): To Age 50</p> <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: This Benefit Applies To Anyone Under Age 50 With Family History Of Colon Cancer. For In-Network Physician Fees, Specialist Charges Will Apply Co-pay And Coinsurance.</i></p>	80%	60%
<p>Preventive / Routine Care Benefits For Children Include: To Age 18</p> <p>Preventive / Routine Physical Exams:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Immunizations:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Intranasal Flu Vaccine:</p> <ul style="list-style-type: none"> • Co-pay Per Visit • Paid By Plan <p>Preventive / Routine Diagnostic Tests, Lab And X-rays:</p> <ul style="list-style-type: none"> • Paid By Plan <p>Preventive / Routine Hearing Exam:</p> <ul style="list-style-type: none"> • Paid By Plan 	<p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>\$15 100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p>	<p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>Not Applicable 100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p> <p>100% (Deductible Waived)</p>

	IN-NETWORK	OUT-OF-NETWORK
Preventive / Routine Vision Eye Charts: <ul style="list-style-type: none"> • Paid By Plan 	100% (Deductible Waived)	100% (Deductible Waived)
Temporomandibular Joint Disorder Benefits: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%
Therapy Services: <ul style="list-style-type: none"> • Paid By Plan After Deductible <p><i>Note: Medical Necessity Will Be Reviewed After 25 Visits For Occupational / Physical Therapy And Speech Therapy.</i></p>	80%	60%
All Other Covered Expenses: <ul style="list-style-type: none"> • Paid By Plan After Deductible 	80%	60%

TRANSPLANT SCHEDULE OF BENEFITS

Benefit Plan(s) 018, 019, 020, 021

Transplant Services At A Designated Transplant Facility:	
Transplant Services: <ul style="list-style-type: none">• Paid By Plan After Deductible	70%
Travel And Housing: <ul style="list-style-type: none">• Maximum Benefit Per Transplant• Paid By Plan After Deductible	\$10,000 70%
Travel And Housing At Designated Transplant Facility At Contract Effective Date/Pre-Transplant Evaluation and Up To One Year From Date Of Transplant.	

TRANSPLANT SCHEDULE OF BENEFITS

Benefit Plan(s) 026, 027, 028, 029

Transplant Services At A Designated Transplant Facility:	
Transplant Services: <ul style="list-style-type: none">• Paid By Plan After Deductible	80%
Travel And Housing: <ul style="list-style-type: none">• Maximum Benefit Per Transplant• Paid By Plan After Deductible	\$10,000 80%
Travel And Housing At Designated Transplant Facility At Contract Effective Date/Pre-Transplant Evaluation and Up To One Year From Date Of Transplant.	

OUT-OF-POCKET EXPENSES AND MAXIMUMS

Applies to Benefit Plan(s) 019, 020, 021, 027, 028, 029

CO-PAYS

A Co-pay is the amount that the Covered Person must pay to the provider each time certain services are received. Co-pays do not apply toward satisfaction of Deductibles or out-of-pocket maximums. The Co-pay and out-of-pocket maximum are shown on the Schedule of Benefits.

DEDUCTIBLES

Deductible refers to an amount of money paid once a Plan Year by the Covered Person before any Covered Expenses are paid by this Plan. A Deductible applies to each Covered Person up to a family Deductible limit. When a new Plan Year begins, a new Deductible must be satisfied.

Deductible amounts are shown on the Schedule of Benefits.

Pharmacy expenses do not count toward meeting the Deductible of this Plan. The Deductible amounts that the Covered Person incurs for Covered Expenses will be used to satisfy the Deductible(s) shown on the Schedule of Benefits.

The Deductible amounts that the Covered Person incurs at all benefit levels (whether Incurred at an in-network or out-of-network provider) will be used to satisfy the applicable benefit level's total individual and family Deductible.

If You have family coverage, any combination of covered family members (2 or more) can help meet the maximum family Deductible, up to each person's individual Deductible amount.

PLAN PARTICIPATION

Plan Participation means that, after the Covered Person satisfies the Deductible, the Covered Person and the Plan each pay a percentage of the Covered Expenses until the Covered Person's (or family's, if applicable) annual out-of-pocket maximum is reached. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan's maximum fee schedule, Negotiated Rate, or Usual and Customary amounts as applicable. Once the annual out-of-pocket maximum has been satisfied, the Plan will pay 100% of the Covered Expense for the remainder of the Plan Year.

Any payment for an expense that is not covered under this Plan will be the Covered Person's responsibility.

ANNUAL OUT-OF-POCKET MAXIMUMS

The annual out-of-pocket maximum is shown on the Schedule of Benefits. Amounts the Covered Person incurs for Covered Expenses, such as the Deductible and any Plan Participation expense, will be used to satisfy the Covered Person's (or family's, if applicable) annual out-of-pocket maximum(s). Pharmacy expenses that the Covered Person incurs do not apply toward the out-of-pocket maximum of this Plan.

The following will not be used to meet the out-of-pocket maximums:

- Co-pays.
- Penalties, legal fees and interest charged by a provider.
- Expenses for excluded services.
- Any charges above the limits specified elsewhere in this document.
- Co-pays and Participation amounts for Prescription products.
- Any amounts over the Usual and Customary amount, Negotiated Rate or established fee schedule that this Plan pays.

The eligible out-of-pocket expenses that the Covered Person Incurs at an in-network provider will apply to the in-network total out-of-pocket maximum. The eligible out-of-pocket expenses that the Covered Person Incurs at an out-of-network provider will apply to the out-of-network total out-of-pocket maximum.

INDIVIDUAL LIFETIME MAXIMUM BENEFIT ON NON-ESSENTIAL HEALTH BENEFITS

All benefit options under the Plan are integrated and Non-Essential Health Benefits Incurred under one benefit option will be applied against all benefit options. Covered Persons will not receive a new Lifetime Maximum Benefit if they change benefit options.

All Non-Essential Health Benefits will count toward the Covered Person's individual medical Lifetime Maximum Benefit on Non-Essential Health Benefits that is shown on the Schedule of Benefits.

The Schedule of Benefits contains separate Maximum Benefit limitations for specified conditions. All separate Maximum Benefits are part of, and not in addition to, the Lifetime Maximum Benefit.

For Covered Persons who were terminated from the Plan and are later reinstated after a lapse in coverage (for example, a Covered Person ends employment and later is re-hired and re-enrolls in this Plan), the Lifetime Maximum Benefit on Non-Essential Health Benefits will not start over. The Lifetime Maximum Benefit on Non-Essential Health Benefits will continue to accumulate from the level satisfied at the time of Covered Person's termination.

NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles, Co-pays or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any "fee forgiveness", "not out-of-pocket" or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

OUT-OF-POCKET EXPENSES AND MAXIMUMS

Applies to Benefit Plan(s) 018, 026

CO-PAYS

A Co-pay is the amount that the Covered Person must pay to the provider each time certain services are received. Co-pays do not apply toward satisfaction of Deductibles or out-of-pocket maximums. The Co-pay and out-of-pocket maximum are shown on the Schedule of Benefits.

DEDUCTIBLES

Deductible refers to an amount of money paid once a Plan Year by the Covered Person before any Covered Expenses are paid by this Plan. A Deductible applies to each Covered Person up to a family Deductible limit. When a new Plan Year begins, a new Deductible must be satisfied.

Deductible amounts are shown on the Schedule of Benefits.

Pharmacy expenses do not count toward meeting the Deductible of this Plan. The Deductible amounts that the Covered Person incurs for Covered Expenses will be used to satisfy the Deductible(s) shown on the Schedule of Benefits.

If You have family coverage, any combination of covered family members (2 or more) can help meet the maximum family Deductible, up to each person's individual Deductible amount.

All Covered Expenses which are Incurred during the last three months of a Plan Year and applied toward satisfaction of the individual and family Deductible for that year, will also be applied toward the individual and family Deductible requirement for the next Plan Year.

PLAN PARTICIPATION

Plan Participation means that, after the Covered Person satisfies the Deductible, the Covered Person and the Plan each pay a percentage of the Covered Expenses until the Covered Person's (or family's, if applicable) annual out-of-pocket maximum is reached. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan's maximum fee schedule, Negotiated Rate, or Usual and Customary amounts as applicable. Once the annual out-of-pocket maximum has been satisfied, the Plan will pay 100% of the Covered Expense for the remainder of the Plan Year.

Any payment for an expense that is not covered under this Plan will be the Covered Person's responsibility.

ANNUAL OUT-OF-POCKET MAXIMUMS

The annual out-of-pocket maximum is shown on the Schedule of Benefits. Amounts the Covered Person incurs for Covered Expenses, such as the Deductible and any Plan Participation expense, will be used to satisfy the Covered Person's (or family's, if applicable) annual out-of-pocket maximum(s). Pharmacy expenses that the Covered Person incurs do not apply toward the out-of-pocket maximum of this Plan.

The following will not be used to meet the out-of-pocket maximums:

- Co-pays.
- Penalties, legal fees and interest charged by a provider.
- Expenses for excluded services.
- Any charges above the limits specified elsewhere in this document.
- Co-pays and Participation amounts for Prescription products.
- Any amounts over the Usual and Customary amount, Negotiated Rate or established fee schedule that this Plan pays.

INDIVIDUAL LIFETIME MAXIMUM BENEFIT ON NON-ESSENTIAL HEALTH BENEFITS

All benefit options under the Plan are integrated and Non-Essential Health Benefits Incurred under one benefit option will be applied against all benefit options. Covered Persons will not receive a new Lifetime Maximum Benefit if they change benefit options.

All Non-Essential Health Benefits will count toward the Covered Person's individual medical Lifetime Maximum Benefit on Non-Essential Health Benefits that is shown on the Schedule of Benefits.

The Schedule of Benefits contains separate Maximum Benefit limitations for specified conditions. All separate Maximum Benefits are part of, and not in addition to, the Lifetime Maximum Benefit.

For Covered Persons who were terminated from the Plan and are later reinstated after a lapse in coverage (for example, a Covered Person ends employment and later is re-hired and re-enrolls in this Plan), the Lifetime Maximum Benefit on Non-Essential Health Benefits will not start over. The Lifetime Maximum Benefit on Non-Essential Health Benefits will continue to accumulate from the level satisfied at the time of Covered Person's termination.

NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles, Co-pays or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any "fee forgiveness", "not out-of-pocket" or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

ELIGIBILITY AND ENROLLMENT

ELIGIBILITY AND ENROLLMENT PROCEDURES

You are responsible for enrolling in the manner and form prescribed by Your employer. The Plan's eligibility and enrollment procedures include administrative safeguards and processes designed to ensure and verify that eligibility and enrollment determinations are made in accordance with the Plan. The Plan may request documentation from You or Your Dependents in order to make these determinations. The coverage choices that will be offered to You will be the same choices offered to other similarly situated Retirees.

WAITING PERIOD

If eligible, You must complete a Waiting Period before coverage becomes effective for You and Your Dependents. A Waiting Period is a period of time that must pass before an Retiree or Dependent becomes eligible for coverage under the terms of this Plan.

The Waiting Period for an eligible person is:

You are eligible for coverage on the first day of the month following the date of termination/retirement.

The start of Your Waiting Period is the first full day of employment for the job that made You eligible for coverage under this Plan.

ELIGIBILITY REQUIREMENTS

An **eligible Retiree** is a person who was classified as an eligible Employee on the date of termination/retirement from employment.

For purposes of this Plan, eligibility requirements are used only to determine a person's initial eligibility for coverage under this Plan. The employer's classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person's status, for any reason, by a third-party, whether by a court, governmental agency or otherwise, without regard to whether or not the employer agrees to such reclassification, shall change a person's eligibility for benefits.

An **eligible Dependent** includes:

- Your spouse (the lawful female wife of an eligible male Employee or the lawful male husband of an eligible female Employee) who is not legally separately or divorced from You. This includes Your common-law spouse only if common-law status is recognized in Your state of legal residency, and You meet the common-law requirements at the time You enroll the Dependent in coverage.
- Your unmarried Children* under age 19.
- Your unmarried Children* under age 23 who are full-time students at a college, university, or vocational school and who have not provided for more than one-half of their support for the calendar year. (Students enrolled in college for 12 semester hours as undergraduate students or 9 semester hours as graduate students, or students enrolled at a vocational school attending classes four hours per day are considered full-time.)
- Your unmarried children* over age 19 who are incapable of self-support because of a disability and were covered under the Plan prior to reaching the limiting age of 19 may be able to continue coverage subject to annual recertification. For additional information, please contact the Benefits Center.

- *Children include the following persons who have not provided more than one-half of their own support in the calendar year:
 - Your biological Children;
 - Any of the following persons who live with You in a parent-child relationship:
 - Your step Children;
 - Your adopted Children;
 - Your legal ward or foster child; or
 - Children lawfully placed with You for adoption, and
 - A grandchild only if Your unmarried Child (who is the parent and is an eligible family member) and Your grandchild lives are both dependent on **You** for support and live with You;

In order for Your child to be an eligible Dependent, You must have claimed here/him on Your most recent income tax return, or You must have a court order ordering You (the Retiree) to provide medical coverage.

Additional Rules:

Your spouse or Child will not be eligible for Dependent coverage if they have their own coverage under this Plan.

If both the Retiree and spouse are covered as Retirees, their eligible Children may be covered as Dependents of only one parent.

- A Dependent does not include the following:
 - A foster Child unless a Legal Ward of the Retiree;
 - Any other relative or individual unless explicitly covered by this Plan.

Eligibility Criteria: To be an eligible Dependent Child, the following conditions must all be met:

- A Dependent Child will not be covered if the Child is covered as a Dependent of another Retiree or Employee at this company.
- Grandchildren are eligible only if Your Child (who is the parent and is an eligible Dependent) is enrolled in the Plan and Your grandchild lives with You and is dependent on You for support (the parent of the Child or Your grandchild must be listed as a Dependent on Your federal tax return).
- A Retirees Dependent Child, ages 19–23 must meet the Full-Time Student requirements, be unmarried and cannot provide more than one-half of their support for the calendar year.

NON-DUPLICATION OF COVERAGE: Any person who is covered as an eligible Retiree shall not also be considered an eligible Dependent under this Plan.

RIGHT TO CHECK A DEPENDENT'S ELIGIBILITY STATUS: The Plan reserves the right to check the eligibility status of a Dependent at any time throughout the year. You and Your Dependent have a notice obligation to notify the Plan should the Dependent's eligibility status change throughout the Plan year. Please notify Your Human Resources Department regarding status changes.

EXTENDED COVERAGE FOR DEPENDENT CHILDREN (Applies To Dependent Children Of Retirees)

A Dependent Child may be eligible for extended Dependent coverage under this Plan under the following circumstances:

- The Dependent Child was covered by this Plan on the day before the Child's 19th birthday; or
- The Dependent Child is a Dependent of an Retiree newly eligible for the Plan; or
- The Dependent Child is eligible due to a Special Enrollment event or a Qualifying Status Change event such as:
 - Birth or adoption; or
 - A new Legal Guardianship situation.

and the Dependent Child fits either of the following two categories:

- A covered Dependent Child who is attending high school, a licensed trade school, or an Accredited Institution of Higher Education as a Full-Time Student will continue to be eligible until the Child turns age 23 or until the Dependent Child no longer attends school as a Full-Time Student, whichever is earlier. (See below for more information on Loss of Full-Time Student Status due to medical necessity) The Plan may require proof of the Dependent Child's Full-Time Student enrollment on an as-needed basis. A Full-Time Student who finishes the spring term shall be deemed a Full-Time Student throughout the summer if the Student has enrolled as a Full-Time Student for the following fall term, regardless of whether or not such Student enrolls for the summer term.

Once the Dependent Child terminates from the Plan, the Dependent can not re-enroll.

or

- If You have a Dependent Child covered under this Plan who is under the age of 19 and Totally Disabled, either mentally or physically, that Child's health coverage may continue beyond the day the Child would cease to be a Dependent under the terms of this Plan. You must submit written proof that the Child is Totally Disabled within 31 calendar days after the day coverage for the Dependent would normally end. The Plan may, for two years, ask for additional proof at any time, after which the Plan can ask for proof not more than once a year. Coverage can continue until the Dependent turns age 23 subject to the following minimum requirements:
 - The Dependent must not be able to hold a self-sustaining job due to the disability; and
 - Proof of the disability must be submitted as required (Notice of Award of Social Security Income is acceptable); and
 - The Retiree must still be covered under this Plan.

A Totally Disabled Dependent Child older than 23 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

Loss of Full-Time Status Due to Medical Necessity (Applies To Dependent Children Of Retirees)

Dependents who are enrolled in a licensed trade school or an Accredited Institution of Higher Education on the day before the first day of a medically necessary leave of absence or reduction in full-time status will be entitled to up to twelve months of coverage continuation. To qualify:

- The Plan received written certification from the Dependent's treating Physician stating that the Child is suffering from a serious Illness or Injury and that a leave or reduction in enrollment is medically necessary.
- The leave must begin while the Dependent is suffering from a serious Illness or Injury and be medically necessary.

Coverage during a medically necessary leave of absence will be the same as if the Child remained a Full-Time Student and will continue for up to one year from the date the medically necessary leave began or until the Dependent would otherwise lose eligibility under the Plan, whichever is sooner. In addition, if any changes are made to the Plan during the medically necessary leave, the Dependent Child remains eligible for the changed coverage in the same manner as would have applied if the changed coverage had been the previous coverage, so long as Dependent Children are still covered by the Plan.

IMPORTANT: It is Your responsibility to notify the Plan Sponsor within 60 days if Your Dependent no longer meets the criteria listed in the loss of Full-Time Student status due to the Medical Necessity in this section. If, at any time, the Dependent fails to attend school as a Full-Time Student for reasons other than minor, short-term Illness or Injury or medical necessity (as described above), or the Dependent does not meet the qualifications of Totally Disabled, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Section in this document.

Retirees have the right to choose which eligible Dependents are covered under the Plan.

EFFECTIVE DATE OF RETIREE'S COVERAGE

Your coverage will begin on the later of:

- The first of the month following Your date of termination/retirement from active employment. You must enroll with 31 days from their employment termination date. **(Applies to Retirees).**

EFFECTIVE DATE OF COVERAGE FOR YOUR DEPENDENTS

Your Dependent's coverage will be effective on the later of:

- The date Your coverage with the Plan begins if You enroll the Dependent at that time; or
- The date You acquire Your Dependent if application is made within 31 days of acquiring the Dependent; or
- The date You and Your eligible Dependents must enroll with 31 days from their employment termination date. **(Applies to Retirees and Retiree Dependents)**

A contribution will be charged from the first day of coverage for the Dependent, if additional contribution is required. In no event will Your Dependent be covered prior to the day Your coverage begins.

ANNUAL OPEN ENROLLMENT PERIOD

During the annual open enrollment period, covered Retirees will be able to make a change in coverage for themselves and their eligible Dependents. However, once a Retiree cancels coverage (voluntarily or due to non-payment of premiums) for him or herself or for his or her Dependents, the Retiree or Dependent may not re-enroll in the Plan at any time.

Coverage Waiting Periods are waived during the annual open enrollment period for covered Retirees and covered Dependents changing from one Plan to another Plan or changing coverage levels within the Plan.

If You and/or Your Dependent become covered under this Plan as a result of electing coverage during the annual open enrollment period, the following shall apply:

- The employer will give eligible Retirees written notice prior to the start of an annual open enrollment period; and
- This Plan does not apply to charges for services performed or treatment received prior to the Effective Date of the Covered Person's coverage; and
- The Effective Date of coverage shall be January 1 following the annual open enrollment period.

SPECIAL ENROLLMENT PROVISION

Under the Health Insurance Portability and Accountability Act

This Plan gives eligible persons special enrollment rights under this Plan if there is a loss of other health coverage or a change in family status as explained below.

Note: Retirees are not eligible for special enrollment due to loss of other coverage. Similarly, Retirees who are not currently participating in the Plan will not be eligible to enroll upon acquisition of a new Dependent.

CHANGE IN FAMILY STATUS

Retirees who are Covered Persons have a special opportunity to enroll newly acquired Dependents for coverage under this Plan if there is a change in family status.

If a person becomes Your eligible Dependent through marriage, birth, adoption or Placement for Adoption, spouse and newly acquired Dependent(s) who are not already enrolled, may enroll for health coverage under this Plan during a special enrollment period. You must request and apply for coverage within 31 calendar days of marriage, birth, adoption or Placement for Adoption.

SIGNIFICANT CHANGES IN COST OR COVERAGE

If You are enrolled in the Plan and there is a significant increase in the cost (as determined by the Plan Administrator) during the period of coverage, You may elect coverage under another Plan option available in Your geographic location that provides similar coverage. If no other Plan option is available, You may terminate Your coverage prospectively.

If You are enrolled in the Plan and there is a significant reduction in the Plan coverage (as determined by the Plan Administrator) during the period of coverage or if the Plan ends during the period of coverage, You may elect coverage under another Plan option available in Your geographic location that provides similar coverage.

If there is a Plan option added or significantly improved or eliminated during the period of coverage, You may elect the newly added option (or elect another option if an option has been eliminated).

EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION

Note: *The Plan has the right to ask for certain documents to determine eligibility.*

If an eligible person properly applies for coverage during this special enrollment period, the coverage will become effective:

- In the case of birth of a Child/adoption/Placement of a Child for Adoption, this event allows You to add only Your new Child to Your coverage (if applicable) effective on the date of the event. In order for Your Child to be eligible to enroll in coverage, You (the Retiree) must already be enrolled in the Plan; or
- In the case of a Retiree rehire, who is enrolled in the Retiree Plan at the time of rehire, refer to the Reinstatement of Coverage section within this Plan; or
- In the case of a acquiring a legal ward or Guardianship, this event allows You to add only Your newly acquired legal ward to Your medical (if applicable) effective on the date of the event. In order for the Child to be eligible to enroll in coverage, You (the Retiree) must already be enrolled in the Plan.

RELATION TO SECTION 125 CAFETERIA PLAN

This Plan may also allow additional changes to enrollment due to change in status events under the employer's Section 125 Cafeteria Plan. Refer to the employer's Section 125 Cafeteria Plan for more information.

TERMINATION

For information about continuing coverage, refer to the COBRA section of this SPD.

RETIREE'S COVERAGE

Your coverage under this Plan will end on the earliest of:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution towards the cost of coverage when due; or
- The date this Plan is canceled; or
- The date coverage for Your benefit class is canceled; or
- The last day of the month in which You tell the Plan to cancel Your coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment, or at annual open enrollment periods; or
- The date in which You reach Your individual Lifetime Maximum Benefit under This Plan; or
- The date You submit a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

YOUR DEPENDENT'S COVERAGE

Coverage for Your Dependent will end on the earliest of the following:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution toward the cost of Your Dependent's coverage when due; or
- The day of the month in which Your coverage ends; or
- The effective date of death on which Your deceased spouse or Child will be removed from Your medical and Prescription Drug (if applicable); or
- The last day of the month in which Your Dependent is no longer Your legal spouse or does not meet the definition of Common Law Marriage spouse due to legal separation or divorce, as determined by the law of the state where the Retiree resides; or
- The last day of the month in which Your Dependent Child attains the limiting age listed under the Eligibility section, or
- If Your Dependent Child qualifies for Extended Dependent Coverage as Totally Disabled, the last day of the month in which Your Dependent Child is no longer deemed Totally Disabled under the terms of the Plan or until the Dependent turns age 23, whichever is earlier; or **(Applies To Dependent Children Of Retirees)**
- The last day of the month in which Your Dependent Child no longer satisfies a required eligibility criteria listed in the Eligibility and Enrollment section; or
- The date Dependent coverage is no longer offered under this Plan; or

- The last day of the month in which You tell the Plan to cancel Your Dependent's coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment, or at annual open enrollment periods; or
- The day prior to the effective date in which the Dependent becomes covered as an Retiree under this Plan; or
- The date in which You reach Your individual Lifetime Maximum Benefit under This Plan; or
- The date You or Your Dependent submits a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

REINSTATEMENT OF COVERAGE

If a Retiree is rehired (and is currently on one of the Retiree Plans) he or she has 31 days to enroll in active Employee coverage. Retiree coverage will cease on the last date of the month of rehire. Active Employee coverage will begin on the first of the month following rehire.

COBRA CONTINUATION OF COVERAGE

Important. Read this entire provision to understand a Covered Person's COBRA rights and obligations.

The following is a summary of the federal continuation requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. This summary generally explains COBRA continuation coverage, when it may become available to You and Your family, and what You and Your Dependents need to do to protect the right to receive it. When You become eligible for COBRA, You may also become eligible for other coverage options that may cost less than COBRA continuation coverage. This summary provides a general notice of a Covered Person's rights under COBRA, but is not intended to satisfy all of the requirements of federal law. Your employer or the COBRA Administrator will provide additional information to You or Your Dependents as required.

You may have other options available to You when You lose group health coverage. For example, You may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in the coverage through the Marketplace, You may qualify for lower costs on Your monthly premiums and lower out-of-pocket costs. Additionally, You may qualify for a 30-day special enrollment period for another group health plan for which You are eligible (such as a spouse's plan), even if that plan generally doesn't accept Late Enrollees.

The COBRA Administrator for this Plan is: EMPLOYEE BENEFIT SPECIALISTS, INC.

INTRODUCTION

Federal law gives certain persons, known as Qualified Beneficiaries (defined below), the right to continue their health care benefits beyond the date that they might otherwise terminate. The Qualified Beneficiary must pay the entire cost of the COBRA continuation coverage, plus an administrative fee. In general, a Qualified Beneficiary has the same rights and obligations under the Plan as an active participant.

A Qualified Beneficiary may elect to continue coverage under this Plan if such person's coverage would terminate because of a life event known as a Qualifying Event, outlined below. When a Qualifying Event causes (or will cause) a Loss of Coverage, then the Plan must offer COBRA continuation coverage. Loss of Coverage means more than losing coverage entirely. It means that a person ceases to be covered under the same terms and conditions that are in effect immediately before the Qualifying Event. In short, a Qualifying Event plus a Loss of Coverage allows a Qualified Beneficiary the right to elect coverage under COBRA.

Generally, You, Your covered spouse, and Your Dependent Children may be Qualified Beneficiaries and eligible to elect COBRA continuation coverage even if the person is already covered under another employer-sponsored group health plan or is enrolled in Medicare at the time of the COBRA election.

COBRA CONTINUATION COVERAGE FOR QUALIFIED BENEFICIARIES

The length of COBRA continuation coverage that is offered varies based on who the Qualified Beneficiary is and what **Qualifying Event** is experienced as outlined below.

(There are two ways in which this 18-month period of COBRA continuation coverage can be extended. See the section below entitled "The Right to Extend Coverage" for more information.)

The spouse of an Retiree will become a Qualified Beneficiary if coverage is lost under the Plan because any of the following Qualifying Events happen:

Qualifying Event	Length of Continuation
• The spouse-Retiree dies	up to 36 months
• The spouse-Retiree becomes entitled to Medicare benefits (under Part A, Part B, or both)	up to 36 months
• You become divorced or legally separated from Your spouse	up to 36 months

The Dependent Children of an Retiree become Qualified Beneficiaries if coverage is lost under the Plan because any of the following Qualifying Events happen:

Qualifying Event	Length of Continuation
• The parent-Retiree's dies	up to 36 months
• The parent-Retiree's becomes entitled to Medicare benefits (Part A, Part B, or both)	up to 36 months
• The parents become divorced or legally separated	up to 36 months
• The Child stops being eligible for coverage under the Plan as a Dependent	up to 36 months

COBRA continuation coverage for Retirees and their Dependents is described below:

Qualifying Event	Length of Continuation
• If You are a Retiree and Your coverage is reduced or terminated due to Your Medicare entitlement, and as a result Your Dependent's coverage is also terminated, Your spouse and Dependent Children may also become Qualified Beneficiaries.	up to 36 months
• If You are a Retiree and Your employer files bankruptcy under Title 11 of the United States Code this may be a Qualifying Event. If the bankruptcy results in Loss of Coverage under this Plan, then the Retiree is a Qualified Beneficiary. The Retiree's spouse, surviving spouse and Dependent Children will also be Qualified Beneficiaries if bankruptcy results in their Loss of Coverage under this Plan.	
➤ Retiree	Lifetime
➤ Dependents	36 months

Note: A spouse or Dependent Child newly acquired (newborn or adopted) during a period of continuation coverage is eligible to be enrolled as a Dependent. The standard enrollment provision of the Plan applies to enrollees during continuation coverage. A Dependent, other than a newborn or newly adopted Child, acquired and enrolled after the original Qualifying Event, is not eligible as a Qualified Beneficiary if a subsequent Qualifying Event occurs.

COBRA NOTICE PROCEDURES

THE NOTICE(S) A COVERED PERSON MUST PROVIDE UNDER THIS SUMMARY PLAN DESCRIPTION

To be eligible to receive COBRA continuation coverage, covered Retirees and their Dependents have certain obligations with respect to certain Qualifying Events (including divorce or legal separation of the Retiree and spouse or a Dependent Child's loss of eligibility for coverage as a Dependent) to provide written notices to the administrator. Follow the rules described in this procedure when providing notice to the administrators, either Your employer or the COBRA Administrator.

A Qualified Beneficiary's written notice must include all of the following information:

- The Qualified Beneficiary's name, their current address and complete phone number,
- Name of the employer that the Retiree was with,
- Description of the Qualifying Event (i.e., the life event experienced), and
- The date that the Qualifying Event occurred or will occur.
- Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information within 30 calendar days.

Send all notices or other information required to be provided by this Summary Plan Description in writing to:

**EMPLOYEE BENEFIT SPECIALISTS INC
P.O. BOX 11657
PLEASANTON CA 94588
PHONE (888) 392-7597**

For purposes of the deadlines described in this Summary Plan Description, the notice must be postmarked by the deadline. In order to protect Your family's rights, the Plan Administrator should be informed of any changes in the addresses of family members. Keep a copy of any notices sent to the Plan Administrator or COBRA Administrator.

COBRA NOTICE REQUIREMENTS AND ELECTION PROCESS

EMPLOYER OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

Your employer will give notice to the COBRA Administrator when coverage terminates due to these Qualifying Events: Employee's termination of employment or reduction in hours; death of the Employee; or the Retiree becoming entitled to Medicare benefits due to age or disability (Part A, Part B, or both). Your employer will notify the COBRA Administrator within 30 calendar days when these events occur.

RETIREE OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

The Covered Person must give notice to the Plan Administrator in the case of other Qualifying Events of divorce or legal separation of the Retiree and a spouse, a Dependent Child ceasing to be eligible for coverage under the Plan, or a second Qualifying Event. The covered Retiree or Qualified Beneficiary must provide written notice to the Plan Administrator in order to ensure rights to COBRA continuation coverage. The Covered Person must provide this notice within the 60-calendar day period that begins on the latest of:

- The date of the Qualifying Event; or
- The date on which there is a Loss of Coverage (or would be a Loss of Coverage) due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of this notice requirement by receiving this Summary Plan Description or the General COBRA Notice.

The Plan Administrator will notify the COBRA Administrator within 30 calendar days from the date that notice of the Qualifying Event has been provided.

The COBRA Administrator will, in turn, provide an election notice to each Qualified Beneficiary within 14 calendar days of receiving notice of a Qualifying Event from the employer, covered Retiree or the Qualified Beneficiary.

MAKING AN ELECTION TO CONTINUE GROUP HEALTH COVERAGE

Each Qualified Beneficiary has the independent right to elect COBRA continuation coverage. A Qualified Beneficiary will receive a COBRA election form that must be completed to elect to continue group health coverage under this Plan. A Qualified Beneficiary may elect COBRA coverage at any time within the 60-day election period. The election period ends 60 calendar days after the later of:

- The date Plan coverage terminates due to a Qualifying Event; or
- The date the Plan Administrator provides the Qualified Beneficiary with an election notice.

A Qualified Beneficiary must notify the COBRA Administrator of their election in writing to continue group health coverage and must make the required payments when due in order to remain covered. If the Qualified Beneficiary does not choose COBRA continuation coverage within the 60-day election period, group health coverage will end on the day of the Qualifying Event or on the last day of the month in which the Qualifying Event occurred.

PAYMENT OF CLAIMS AND DATE COVERAGE BEGINS

No claims will be paid under this Plan for services the Qualified Beneficiary receives on or after the date coverage is lost due to a Qualifying Event. If, however, the Qualified Beneficiary has not completed a waiver and decides to elect COBRA continuation coverage within the 60-day election period, group health coverage will be reinstated back to the date coverage was lost, provided that the Qualified Beneficiary makes the required payment when due. Any claims that were denied during the initial COBRA election period will be reprocessed once the COBRA Administrator receives the completed COBRA election form and required payment.

If a Qualified Beneficiary previously waived COBRA coverage but revokes that waiver within the 60-day election period, coverage will not be retroactive to the date of the Qualifying Event but instead will be effective on the date the waiver is revoked.

PAYMENT FOR CONTINUATION COVERAGE

Qualified Beneficiaries are required to pay the entire cost of continuation coverage, which includes both the employer and Retiree contribution. This may also include a 2% additional fee to cover administrative expenses (or in the case of the 11-month extension due to disability, a 50% additional fee). Fees are subject to change at least once a year.

If Your employer offers annual open enrollment opportunities for active Retirees, each Qualified Beneficiary will have the same options under COBRA (for example, the right to add or eliminate coverage for Dependents). The cost of continuation coverage will be adjusted accordingly.

The **initial payment** is due no later than 45 calendar days after the Qualified Beneficiary elects COBRA as evidenced by the postmark date on the envelope. This first payment must cover the cost of continuation coverage from the time coverage under the Plan would have otherwise terminated, up to the time the first payment is made. If the initial payment is not made within the 45-day period, then coverage will remain terminated without the possibility of reinstatement. There is no grace period for the initial payment.

After You make Your initial premium payment, You will be required to pay for Continuation Coverage for each subsequent month of coverage. These periodic payments are due on the first day of each month.

Additional information regarding due dates will be provided when the Qualified Beneficiary becomes eligible for and elects COBRA Continuation Coverage.

EBS policy is that Qualified Beneficiaries are given ten (10) days or until the end of the grace period, whichever comes later, to replace incomplete payments.

Note: Payment will not be considered made if a check is returned for non-sufficient funds, issued on a closed account or if payment is stopped by the payor.

A QUALIFIED BENEFICIARY'S NOTICE OBLIGATIONS WHILE ON COBRA

Always keep the COBRA Administrator informed of the current addresses of all Covered Persons who are or who may become Qualified Beneficiaries. Failure to provide this information to the COBRA Administrator may cause You or Your Dependents to lose important rights under COBRA.

In addition, after any of the following events occur, written notice to the COBRA Administrator is required within 30 calendar days of:

- The date any Qualified Beneficiary marries. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.
- The date a Child is born to, adopted by, or Placed for Adoption by a Qualified Beneficiary. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.
- The date of a final determination by the Social Security Administration that a disabled Qualified Beneficiary is no longer disabled.
- The date any Qualified Beneficiary becomes covered by another group health plan or enrolls in Medicare Part A or Part B.
- Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information within 30 calendar days.

LENGTH OF CONTINUATION COVERAGE

COBRA coverage is available up to the maximum periods described below, subject to all COBRA regulations and the conditions of this Summary Plan Description:

- For Dependents only. 36 months from the Qualifying Event if coverage is lost due to one of the following events:
 - Retiree's death.
 - Retiree's divorce or legal separation.
 - Former Retiree becomes enrolled in Medicare.
 - A Dependent Child no longer being a Dependent as defined in the Plan.
- For Retirees and Dependents of Retirees only. If bankruptcy of the employer is the Qualifying Event that causes Loss of Coverage, the Qualified Beneficiaries can continue COBRA continuation coverage for the following maximum period, subject to all COBRA regulations. The covered Retired Retiree can continue COBRA coverage for the rest of his or her life. The covered spouse, surviving spouse or Dependent Child of the covered Retiree can continue coverage until the earlier of:
 - The date the Qualified Beneficiary dies; or
 - The date that is 36 months after the death of the covered Retiree.

THE RIGHT TO EXTEND THE LENGTH OF COBRA CONTINUATION COVERAGE

While on COBRA continuation coverage, certain Qualified Beneficiaries may have the right to extend continuation coverage provided that written notice to the COBRA Administrator is given as soon as possible but no later than the **required** timeframes stated below.

Social Security Disability Determination (For Employees and Dependents): A Qualified Beneficiary may be granted an 11-month extension to the initial 18-month COBRA continuation period, for a total maximum of 29 months of COBRA, in the event that the Social Security Administration determines the Qualified Beneficiary to be disabled either before becoming eligible for, or within the first 60 days of being covered by, COBRA continuation coverage. This extension will not apply if the original COBRA continuation was for 36 months.

If the Qualified Beneficiary has non-disabled family members who are also Qualifying Beneficiaries, those non-disabled family members are also entitled to the disability extension.

The Qualified Beneficiary must give the COBRA Administrator a copy of the Social Security Administration letter of disability determination before the end of the 18-month period and within 60 days of the later of:

- The date of the SSA disability determination;
- The date the Qualifying Event occurs;
- The date the Qualified Beneficiary loses (or would lose) coverage due to the original Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the disability by receiving this Summary Plan Description or the General COBRA Notice.

Note: Premiums may be higher after the initial 18-month period for persons exercising this disability extension provision available under COBRA.

If the Social Security Administration determines the Qualified Beneficiary is no longer disabled, the Qualified Beneficiary must notify the Plan of that fact within 30 days after the Social Security Administration's determination.

Second Qualifying Events: (Dependents Only) If Your family experiences another Qualifying Event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in Your family who are Qualified Beneficiaries can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second event is provided to the COBRA Administrator. This additional coverage may be available to the spouse or Dependent Children who are Qualified Beneficiaries if the Employee or former Employee dies, becomes entitled to Medicare (part A, part B or both) or is divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent. This extension is available only if the Qualified Beneficiaries were covered under the Plan prior to the original Qualifying Event or in case of a newborn Child being added as a result of a HIPAA Special Enrollment right. A Dependent acquired during COBRA continuation (other than newborns and newly adopted Children) is not eligible to continue coverage as the result of a subsequent Qualifying Event. These events will only lead to the extension when the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

You or Your Dependents must provide the notice of a second Qualifying Event to the COBRA Administrator within a 60-day period that begins to run on the latest of:

- The date of the second Qualifying Event; or
- The date the Qualified Beneficiary loses (or would lose) coverage due to the second Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the second Qualifying Event by receiving this Summary Plan Description or the General COBRA Notice.

COVERAGE OPTIONS OTHER THAN COBRA CONTINUATION COVERAGE

There may be other coverage options for You and Your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

EARLY TERMINATION OF COBRA CONTINUATION

COBRA continuation coverage may terminate before the end of the above maximum coverage periods for any of the following reasons:

- The employer ceases to maintain a group health plan for any Retirees. (Note that if the employer terminates the group health plan that the Qualified Beneficiary is under, but still maintains another group health plan for other similarly-situated Retirees, the Qualified Beneficiary will be offered COBRA continuation coverage under the remaining group health plan, although benefits and costs may not be the same).
- The required contribution for the Qualified Beneficiary's coverage is not paid within the timeframe expressed in the COBRA regulations.
- After electing COBRA continuation coverage, the Qualified Beneficiary becomes entitled to and enrolled with Medicare.
- After electing COBRA continuation coverage, the Qualified Beneficiary becomes covered under another group health plan.
- The Qualified Beneficiary is found not to be disabled during the disability extension. The Plan will terminate the Qualified Beneficiary's COBRA continuation coverage one month after the Social Security Administration makes a determination that the Qualified Beneficiary is no longer disabled.
- Termination for cause, such as submitting fraudulent claims.

SPECIAL NOTICE (Read This If Thinking Of Declining COBRA Continuation Coverage)

At the time of a COBRA Qualifying Event, a Qualified Beneficiary has two primary options. The first is to waive his or her right to COBRA and make an election for coverage, whether group health coverage or insurance coverage through the individual market or the exchanges, in accordance with his or her HIPAA special enrollment rights. Please refer to the Special Enrollment section for further details. The second option is to elect COBRA continuation coverage. If COBRA continuation coverage is elected, the continuation coverage must be maintained (by paying the cost of the coverage) for the duration of the COBRA continuation period. If the continuation coverage is not exhausted and maintained for the duration of the COBRA continuation period, the Qualified Beneficiary will lose his or her special enrollment rights. It is important to note that losing HIPAA special enrollment rights may have adverse effects for the Qualified Beneficiary as it will make it difficult to obtain coverage, whether group health coverage or insurance coverage through the individual market or the exchange. After COBRA continuation coverage is exhausted, the Qualified Beneficiary will have the option of electing other group health coverage or insurance coverage through the individual market or the exchange, in accordance with his or her HIPAA special enrollment rights.

DEFINITIONS

Qualified Beneficiary means a person covered by this group health Plan immediately before the Qualifying Event who is the Retiree, the spouse of a covered Retiree or the Dependent Child of a covered Retiree. This includes a Child who is born to or Placed for Adoption with a covered Retiree during the Retiree's COBRA coverage period if the Child is enrolled within the Plan's Special Enrollment Provision for newborns and adopted Children. This also includes a Child who was receiving benefits under this Plan pursuant to a Qualified Medical Child Support Order (QMCSO) immediately before the Qualifying Event.

Qualifying Event means Loss of Coverage due to one of the following:

- The death of the covered Retiree.
- Divorce or legal separation of the covered Retiree from the Retiree's spouse. (Also, if an Retiree terminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation may be considered a Qualifying Event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the Plan or the COBRA Administrator in writing within 60 calendar days after the divorce or legal separation and can establish that the coverage was originally eliminated in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation).
- The covered former Retiree becomes enrolled in Medicare.
- A Dependent Child no longer being a Dependent as defined by the Plan.

Loss of Coverage means any change in the terms or conditions of coverage in effect immediately before the Qualifying Event. Loss of Coverage includes change in coverage terms, change in plans, termination of coverage, partial Loss of Coverage, increase in Retiree cost, as well as other changes that affect terms or conditions of coverage. Loss of Coverage does not always occur immediately after the Qualifying Event, but it must always occur within the applicable 18- or 36-month coverage period. A Loss of Coverage that is not caused by a Qualifying Event may not trigger COBRA.

IF YOU HAVE QUESTIONS

Questions concerning Your Plan or Your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about Your rights under ERISA, including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

The Plan Administrator is:
WINDSTREAM SERVICES, LLC
4001 RODNEY PARHAM RD
LITTLE ROCK AR 72212

The COBRA Administrator is:
EMPLOYEE BENEFIT SPECIALISTS INC
P.O. BOX 11657
PLEASANTON CA 94588

PROVIDER NETWORK

Applies to Benefit Plan(s) 019, 020, 021, 027, 028, 029

The word "**Network**" means an outside organization that has contracted with various providers to provide health care services to Covered Persons at a Negotiated Rate. Providers who participate in a Network have agreed to accept the negotiated fees as payment in full, including any portion of the fees that the Covered Person must pay due to the Deductible, Participation amounts or other out-of-pocket expenses. The allowable charges used in the calculation of the payable benefit to participating providers will be determined by the Negotiated Rates in the network contract. A provider who does not participate in a Network may bill Covered Persons for additional fees over and above what the Plan pays.

Knowing which Network a provider belongs to will help a Covered Person to determine how much he or she will need to pay for certain services. To obtain the highest level of benefits under this Plan, Covered Persons need to see an In-Network provider, however this Plan does not limit a Covered Person's right to choose his or her own provider of medical care at his or her own expense if a medical expense is not a Covered Expense under this Plan, or is subject to a limitation or exclusion.

To find out which Network a provider belongs to, please refer to the Provider Directory, or call the toll-free number that is listed on the back of the Plan's identification card. The participation status of providers may change from time to time.

- If a provider belongs to one of the following Networks, claims for Covered Expenses will normally be processed in accordance with the **In-Network** benefit levels that are listed on the Schedule of Benefits:

OL – United Healthcare Choice Plus

- If a provider belongs to one of the following Networks, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits, but the providers have agreed to discount their fees. This means that the Covered Person may pay a little less for a particular claim than they would for an Out-of-Network claim.

XZ – First Health Shared Savings

- For services received from any other provider, claims for Covered Expenses will normally be processed in accordance with the **Out-of-Network** benefit levels that are listed on the Schedule of Benefits. These providers charge their normal rates for services, so Covered Persons may need to pay more. The Covered Person is responsible for paying the balance of these claims after the Plan pays its portion, if any.

Reimbursement for Covered Expenses received from Non-Network Physicians or health care facilities are determined based on one of the following:

- Fee(s) that are negotiated with the Physician or facility;
- If fees have not been negotiated:
 - 140 percent of the published rates allowed by Centers for Medicare and Medicaid Services (CMS) for the same or similar service within the geographic market; or
 - A gap methodology may be utilized when CMS does not have rates published for certain procedural codes. In such instances, a rate methodology derived by OptumInsight will be utilized.

- For Pharmaceutical Products, we use gap methodologies that are similar to the pricing methodology used by CMS and produce fees based on published acquisition costs or average wholesale price for the pharmaceuticals. These methodologies are currently created by *RJ Health Systems*, *Thomson Reuters* (published in its *Red Book*), or *UnitedHealth Care* based on an internally developed pharmaceutical pricing resource; or
- 50 percent of the provider's billed charges when unable to obtain a rate published by CMS and/or gap methodology does not apply.

The specific reimbursement formula used will vary depending upon the Physician or facility providing the service(s) and the type of service(s) received.

- **The program for Transplant Services at Designated Transplant Facilities is:**

OptumHealth

EXCEPTIONS TO THE PROVIDER NETWORK RATES

Some benefits may be processed at In-Network benefit levels when provided by an Out-of-Network provider. When Non-Network charges are covered in accordance with Network benefits, the charges are still subject to the Usual and Customary charge limitations. The following exceptions may apply:

- Covered Services provided by a Physician during an Inpatient stay will be payable at the In-Network level of benefits when provided at an In-Network Hospital.
- If there is not an In-Network provider, or no In-Network provider is willing or able to provide the necessary service(s) to the Covered Person within a 50 mile radius of the Covered Person's residence, then the Out-of-Network charges will be processed as In-Network charges so long as the Covered Person provides appropriate documentation.
- If services are provided and there is no In-Network provider accessible, the services will be payable at the In-Network level of benefits. Even if the In-Network level is paid, the provider can still bill You the balance.
- The In-Network level of benefits may be applied when an Out-of-Network provider is used during a true Emergency, provided the Out-of-Network provider is the closest medically-appropriate provider and a transfer to an In-Network provider occurs as soon as medically appropriate.

TRANSITIONAL CARE

Certain eligible expenses that would have been considered at the PPO benefit level by the prior claims administrator but which are not considered at the PPO benefit level by the current claims administrator may be paid at the applicable PPO benefit level if the Covered Person is currently under a treatment plan by a Physician who was a member of this Plan's previous PPO but who is not a member of the Plan's current PPO in the Retiree or Dependent's network area. In order to ensure continuity of care for certain medical conditions already under treatment, the PPO medical plan benefit level may continue for 90 days for conditions approved as transitional care. Examples of medical conditions appropriate for consideration for transitional care include, but are not limited to:

- Cancer if under active treatment with chemotherapy and/or radiation therapy.
- Organ transplant patients if under active treatment (seeing a Physician on a regular basis, on a transplant waiting list, ready at any time for transplant).
- If the Covered Person is Inpatient in a Hospital on the effective date.
- Post acute Injury or Surgery within the past three months.
- Pregnancy in the second or third trimester and up to eight weeks postpartum.
- Behavioral Health – any previous treatment.

You or Your Dependent must call UMR within 30 days prior to the effective date or within 45 days after the effective date to see if You or Your Dependent are eligible for this benefit.

Routine procedures, treatment for stable chronic conditions, minor illnesses and elective surgical procedures will not be covered by transitional level benefits.

PROVIDER NETWORK

Applies to Benefit Plan(s) 018, 026

This coverage provides for the use of a provider organization. Benefits are paid at the same level, however PHCS HD providers have agreed to provide certain discounts on covered services which reduce the Covered Person's out-of-pocket expenses.

Reimbursement for Covered Expenses received from Non-Network Physicians or health care facilities are determined based on one of the following:

- Fee(s) that are negotiated with the Physician or facility;
- If fees have not been negotiated:
 - 140 percent of the published rates allowed by Centers for Medicare and Medicaid Services (CMS) for the same or similar service within the geographic market; or
 - A gap methodology may be utilized when CMS does not have rates published for certain procedural codes. In such instances, a rate methodology derived by OptumInsight will be utilized.
 - For Pharmaceutical Products, we use gap methodologies that are similar to the pricing methodology used by CMS and produce fees based on published acquisition costs or average wholesale price for the pharmaceuticals. These methodologies are currently created by *RJ Health Systems*, *Thomson Reuters* (published in its *Red Book*), or *UnitedHealth Care* based on an internally developed pharmaceutical pricing resource; or
 - 50 percent of the provider's billed charges when unable to obtain a rate published by CMS and/or gap methodology does not apply.

The specific reimbursement formula used will vary depending upon the Physician or facility providing the service(s) and the type of service(s) received.

The Plan does not limit a Covered Person's right to choose his or her own medical care at his or her own expense if a medical expense is not a Covered Expense under this Plan or is subject to a limitation or exclusion.

To get more information on PHCS HD providers, call the number on the back of the Plan's identification card.

- **The program for Transplant Services at Designated Transplant Facilities is:**

OptumHealth

COVERED MEDICAL BENEFITS

This Plan provides coverage for the following covered benefits if services are authorized by a Physician and are necessary for the treatment of an Illness or Injury, subject to any limits, maximums, exclusions or other Plan provisions shown in this SPD. The Plan does not provide coverage for services if medical evidence shows that treatment is not expected to resolve, improve, or stabilize the Covered Person's condition, or if a plateau has been reached in terms of improvement from such services.

In addition, any diagnosis change for a covered benefit after a payment denial will not be considered for benefits unless the Plan is provided with all pertinent records along with the request for change that justifies the revised diagnosis. Such records must include the history and initial assessment and must reflect the criteria listed in the most recent Diagnostic and Statistical Manual (DSM) for the new diagnosis, or, if in a foreign country, must meet diagnostic criteria established and commonly recognized by the medical community in that region.

1. **Abortions (Elective):** If a Physician states in writing that the mother's life would be in danger if the fetus were to be carried to term or the pregnancy is the result of rape or incest.
2. **Allergy Treatment** including: injections, testing and serum.
3. **Ambulance Transportation:** Medically Necessary ground and air transportation by a vehicle designed, equipped and used only to transport the sick and injured to the nearest medically appropriate Hospital.
4. **Anesthetics and their Administration.**
5. **Aquatic Therapy.** (See Therapy Services below)
6. **Autism Spectrum Disorders (ASD)** treatment, when Medical Necessity is met.

(ASD includes Autistic disorder, Asperger's Syndrome, Childhood Disintegrative Disorder, Rett syndrome and Pervasive Developmental Disorders).

ASD Treatment may include any of the following services: Diagnosis and Assessment; Psychological, Psychiatric, and Pharmaceutical (medication management) care; Speech Therapy, Occupational Therapy, and Physical Therapy; or Applied Behavioral Analysis (ABA) Therapy.

Treatment is prescribed and provided by a licensed healthcare professional practicing within the scope of their license (if ABA therapy, preferably a Board Certified Behavior Analyst, BCBA).

If ABA Therapy meets Medical Necessity, frequency and duration will be subject to current UMR guidelines, for example ABA treatment up to 25 hours per week for 3-6 months. Treatment plans specific to ABA Therapy with goals-progress and updates are required at least every 6 months for review of ongoing therapy to evaluate continued Medical Necessity.

Treatment is subject to all other plan provisions as applicable (such as Prescription benefit coverage, Behavioral/Mental Health coverage and/or coverage of Therapy services).

Does not include services or treatment identified elsewhere in the plan as noncovered or excluded (such as Investigational/Experimental or Unproven, Custodial, Nutrition-Diet supplements, Educational or services that should be provided through the school district).

7. **Breast Reductions** if Medically Necessary.
8. **Cardiac Pulmonary Rehabilitation** when Medically Necessary for Activities of Daily Living (See Glossary of Terms) as well as a result of an Illness or Injury.
9. **Cardiac Rehabilitation** programs are covered if referred by a Physician, for patients who have:
 - had a heart attack in the last 12 months; or
 - had coronary bypass surgery; or
 - a stable angina pectoris.

Services covered include:

- Phase I, while the Covered Person is an Inpatient.
 - Phase II, while the Covered Person is in a Physician supervised Outpatient monitored low-intensity exercise program. Services generally will be in a Hospital rehabilitation facility and include monitoring of the Covered Person's heart rate and rhythm, blood pressure and symptoms by a health professional. Phase II generally begins within 30 days after discharge from the Hospital.
10. **Cataract or Aphakia Surgery** as well as protective lenses following such procedure.
 11. **Chiropractic Treatment** by a Qualified chiropractor. Services for diagnosis by physical examination and plain film radiography, and when Medically Necessary for treatments for musculoskeletal conditions. Refer to Maintenance Therapy under the General Exclusions section of this SPD.
 12. **Circumcision** and related expenses when care and treatment meet the definition of Medically Necessary. Circumcision of newborn males is also covered as stated under nursery and newborn medical benefits.
 13. **Cleft Palate and Cleft Lip:** Benefits will be provided for the treatment of cleft palate or cleft lip. Such coverage includes Medically Necessary oral surgery and pre-graft palatal expander.
 14. **Congenital Heart Disease:** If a Covered Person is being treated for congenital heart disease, and chooses to obtain the treatment at an OptumHealth facility, the Plan will provide the same housing and travel benefits that are outlined in the Transplant Benefits section and on the Transplant Schedule of Benefits.
 15. **Contraceptives:** This Plan provides benefits for Prescription contraceptives, regardless of purpose. Prescription contraceptives that a Covered Person self-administers will be processed under the Prescription Benefits section of this document (oral tablets, patches, and self-insertable vaginal devices containing contraceptive hormones). Prescription contraceptives that require a Physician to administer a hormone shot or insert a device will be processed under the Covered Medical Benefits in this SPD.
 16. **Cornea Transplants** are payable at the percentage listed under All Other Covered Expenses on the Schedule of Benefits.
 17. **Dental Services** include:
 - The care and treatment of natural teeth and gums if an Injury is sustained in an Accident (other than one occurring while eating or chewing), excluding implants. Orthodontic services are limited to the stabilization and re-alignment of the accident-involved teeth to their pre-accident position. Reimbursement for this service will be based on a per tooth allowance. Treatment must be completed 12 months of the Injury except when medical and/or dental conditions preclude completion of treatment within this time period. If the Covered Person is under age 15, reimbursement for dental care services provided after such 12 month period will be provided if:
 - Such reimbursement is requested within such 12 month period;
 - The request for reimbursement is accompanied by a plan of treatment;

- In the opinion of the Plan, under standard dental practices the treatment could not have been provided within such 12 months period; and
- Coverage for the injured Covered Person is in force when the treatment is rendered.
- Inpatient or Outpatient Hospital charges including professional services for x-ray, lab, and anesthesia while in the Hospital if Medically Necessary.
- Removal of all teeth at an Inpatient or Outpatient Hospital or dentist's office if removal of the teeth is part of standard medical treatment that is required before the Covered Person can undergo radiation therapy for a covered medical condition.

18. **Diabetes Treatment:** Charges Incurred for the treatment of diabetes and diabetic self-management education programs.

19. **Dialysis:** Charges for dialysis treatment of acute renal failure or chronic irreversible renal insufficiency for the removal of waste materials from the body, including hemodialysis and peritoneal dialysis. This also includes use of equipment or supplies, unless covered through the Prescription Benefits section. Charges are paid the same as any other illness.

20. **Durable Medical Equipment** subject to all of the following:

- The equipment must meet the definition of Durable Medical Equipment as defined in the Glossary of Terms. Examples include, but are not limited to crutches, wheelchairs, hospital-type beds and oxygen equipment.
- The equipment must be prescribed by a Physician.
- The equipment is subject to review under the Care Management Provision of this SPD, if applicable.
- The equipment will be provided on a rental basis when available; however, such equipment may be purchased at the Plan's option. Any amount paid to rent the equipment will be applied towards the purchase price. In no case will the rental cost of Durable Medical Equipment exceed the purchase price of the item.
- The Plan will pay benefits for only ONE of the following: a manual wheelchair, motorized wheelchair or motorized scooter, unless necessary due to growth of the person or changes to the person's medical condition require a different product, as determined by the Plan.
- If the equipment is purchased, benefits may be payable for subsequent repairs including batteries or replacement only if required:
 - due to the growth or development of a Dependent Child;
 - when necessary because of a change in the Covered Person's physical condition; or
 - because of deterioration caused from normal wear and tear.
 The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered and replacement is subject to prior approval by the Plan.
- This Plan covers taxes, shipping and handling charges for Durable Medical Equipment.
- Diabetic supplies, needles and syringes are covered if billed by a Durable Medical vendor.

21. **Emergency Room Hospital and Physician Services** including Emergency room services for stabilization or initiation of treatment of a medical Emergency condition provided on an Outpatient basis at a Hospital, as shown in the Schedule of Benefits.

22. **Extended Care Facility Services** for both mental and physical health diagnosis. Charges will be paid under the applicable diagnostic code. Covered Person must obtain Pre-Authorization for services in advance. (Refer to the Care Management section of this SPD). The following benefits are covered:

- Room and board.
- Miscellaneous services, supplies and treatments provided by an Extended Care Facility, including Inpatient rehabilitation.

23. **Foot Care (Podiatry)** that is recommended by a Physician as a result of infection. The following charges for foot care will also be covered:

- Treatment of any condition resulting from weak, strained, flat, unstable or unbalanced feet, when surgery is performed.
- Treatment of corns, calluses and toenails, when at least part of the nail root is removed or when needed to treat a metabolic or peripheral vascular disease.
- Physician office visit for diagnosis of bunions. Treatment of bunions when an open cutting operation or arthroscopy is performed.

24. **Genetic Counseling** based on Medical Necessity.

25. **Genetic Testing** when Medically Necessary (see below).

Genetic Testing MUST meet the following requirements:

The test is not considered experimental or investigational. The test is performed by a CLIA-certified laboratory. The test result will directly impact/influence the disease treatment of the covered member. In some cases, testing is accompanied by pretest and posttest counseling.

The products of an amniocentesis are covered, to determine the presence of a disease or congenital anomaly in the fetus, or genetic testing of a Covered Person's tissue to determine if the person has a specific disease (not to determine if the person is a carrier of a genetic abnormality, subject to established coverage policy).

And must meet at least one of the following:

- The patient has current signs and/or symptoms (i.e., the test is being used for diagnostic purposes).
- Conventional diagnostic procedures are inconclusive.
- The patient has risk factors and a particular family history that indicate a genetic cause.
- The patient meets defined criteria that place them at high genetic risk for the condition.

Generally, genetic testing is not covered for:

- Population screening without a personal or family history, with the exception of preconception or prenatal carrier screening for certain conditions, such as cystic fibrosis, Tay-Sachs disease, sickle cell disease, and other hemoglobinopathies
- Informational purposes alone (i.e., testing of minors for adult-onset conditions, and self-referrals or home testing)
- Test is considered Experimental or Investigational.

26. **Hearing Services** include:

- Exams, tests, services and supplies to diagnose and treat a medical condition.
- Implantable hearing devices and auditory brain stem implant for an individual 12 years of age and older with a diagnosis of Neurofibromatosis Type II (NF2) who has undergone or is undergoing removal of bilateral acoustic tumors.

27. **Home Health Care Services:** (Refer to Home Health Care section of this SPD).

28. **Hospice Care Services:** Treatment given at a Hospice Care facility must be in place of a stay in a Hospital or Extended Care Facility, and can include:

- **Assessment** includes an assessment of the medical and social needs of the Terminally Ill person, and a description of the care to meet those needs.
- **Inpatient Care** in a facility when needed for pain control and other acute and chronic symptom management, psychological and dietary counseling, physical or occupational therapy and part-time Home Health Care services.
- **Outpatient Care** provides or arranges for other services as related to the Terminal Illness which include services of a Physician; physical or occupational therapy; nutrition counseling provided by or under the supervision of a registered dietitian.
- **Bereavement Counseling** benefits are payable for bereavement counseling services which are received by a Covered Person's Close Relative when directly connected to the Covered Person's death and bundled with other hospice charges. Counseling services must be given by a licensed social worker, licensed pastoral counselor, psychologist or psychiatrist. The services must be furnished within six months of death.
- **Respite Care:** to provide temporary relief for 24 hours to the family or other caregivers in the case of an emergency or to provide temporary relief from the daily demands of caring for a terminally ill person.

The Covered Person must be Terminally Ill with an anticipated life expectancy of about six months. Services, however, are not limited to a maximum of six months if continued Hospice Care is deemed appropriate by the Physician, up to the maximum hospice benefits available under the Plan.

29. **Hospital Services (Includes Inpatient Services, Surgical Centers and Inpatient Birthing Centers).** The following benefits are covered:

- Semi-private room and board. For network charges, this rate is based on network repricing. For non-network charges, any charge over a semi-private room charge will be a Covered Expense only if determined by the Plan to be Medically Necessary. If the Hospital has no semi-private rooms, the Plan will allow the private room rate subject to Usual and Customary charges or the Negotiated Rate, whichever is applicable.
- Intensive care unit room and board.
- Miscellaneous and Ancillary Services.
- Blood, blood plasma and plasma expanders, when not available without charge.

30. **Hospital Services (Outpatient).**

31. **Infant Formula** administered through a tube as the sole source of nutrition for the Covered Person.

32. **Infertility Treatment:** Care, supplies and services for the diagnosis and treatment of infertility provided:

Prior to 2-year duration of infertility:

- The patient is the Employee or is a covered spouse of the Employee; and
- Diagnostic testing is Medically Necessary to determine underlying causes of infertility.

An Employee or covered spouse may undergo a diagnostic evaluation for infertility prior to 2 years (duration of infertility) but not receive In vitro fertilization until after 2 years (duration of infertility)

After 2-year duration of infertility:

- The patient is the Retiree or is a covered spouse of the Retiree; and
- It has been medically documented that the patient and the patient's spouse have a history of unexplained infertility of at least two years duration or the infertility is associated with one or more of the following medical conditions:
 - Endometriosis;
 - Ovulatory dysfunction;
 - Diminished Ovarian Reserve;
 - Exposure in utero to Diethylstilbestrol (DES);
 - Blockage of or removal of one or both fallopian tubes not a result of voluntary sterilization;
 - Abnormal male factors contributing to such infertility not a result of voluntary sterilization.
- The patient's oocytes must be fertilized with the sperm of the patient's spouse when any fertilization procedures are performed.
- In vitro fertilization procedures must be performed by a licensed Physician, or if such licensed clinic is unavailable, in a clinic elsewhere which is approved by the claims administrator.
- The lifetime maximum benefits available under this Plan for all approved infertility charges, including in vitro fertilization, all drug therapy, and any other services related to infertility shall not exceed the amount shown in the Schedule of Benefits. No infertility related benefits or in vitro fertilization benefits are available to either the husband or the wife, whether covered under this Plan or not, when either one of the spouses has been previously undergone a voluntary sterilization.
- Services related to the reversal of any sterilization procedure regardless of the reason for the sterilization are not covered.

Covered Infertility Treatment includes Genetic Testing to diagnose infertility.

33. **Laboratory or Pathology Tests and Interpretation Charges** for covered benefits.
34. **Learning Disability:** Special education, remedial reading, school system testing and other rehabilitation treatment for a Learning Disability except for services that should be legally provided by a school.
35. **Manipulations:** Treatments for musculoskeletal conditions when Medically Necessary. Also refer to Maintenance Therapy under the General Exclusions section of this SPD.
36. **Massage Therapy.** (See Therapy Services below)
37. **Maternity Benefits** for Covered Persons include:
 - Prenatal and postnatal care.
 - Hospital or Birthing Center room and board.
 - Obstetrical fees for routine prenatal care.
 - Vaginal delivery or Cesarean section.
 - Medically Necessary diagnostic testing.
 - Abdominal operation for intrauterine pregnancy or miscarriage.
 - Outpatient Birthing Centers.
 - Home births.
 - Midwives associated with a Physician.

38. **Medical Foods and Low Protein Modified:** Coverage is provided for medical foods and low protein modified food products for treatment of a Covered Person diagnosed with phenylketonuria, galactosemia, organic acidemias, fatty acid and oxidative disorders, and disorders of amino acid metabolism if:

- The medical foods and low protein modified food products are administered under the order of a licensed Physician; and
- The medical foods and low protein food modified products are prescribed in accordance with coverage policy for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias, fatty acid and oxidative disorders, and disorders of amino acid metabolism; and
- Any services or supplies provided for dietary and nutritional services when such services or supplies are the sole source of nutrition for the Covered Person.

39. **Mental Health Treatment** (Refer to Mental Health section of this SPD).

40. **Modifiers or Reducing Modifiers** if Medically Necessary, apply to services and procedures performed on the same day and may be applied to surgical, radiology and other diagnostic procedures. For providers participating with a primary or secondary network, claims will be paid according to the network contract. For providers who are not participating with a network, where no discount is applied, the industry guidelines are to allow the full Usual and Customary fee allowance for the primary procedure and a percentage (%) of the Usual and Customary fee allowance for all secondary procedures. These allowances are then processed according to Plan provisions. A global package includes the services that are a necessary part of the procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

41. **Morbid Obesity Treatment** includes only the following treatments if those treatments are determined to be Medically Necessary and appropriate for an individual's Morbid Obesity condition. Refer to the Glossary of Terms for a definition of Morbid Obesity.

- Bariatric surgery, including, but not limited to:
 - Gastric or intestinal bypasses (Roux-en-Y; biliopancreatic bypass; biliopancreatic diversion with duodenal switch).
 - Stomach stapling (vertical banded gastroplasty, gastric banding, gastric stapling).
 - Lap band (laparoscopic adjustable gastric banding).
 - Gastric sleeve procedure (laparoscopic vertical gastrectomy, laparoscopic sleeve gastrectomy).
- Physician supervised weight loss programs at a medical facility.
- Charges for diagnostic services.

This Plan does not cover diet supplements, exercise equipment, reversal of surgical procedures or any other items listed in the General Exclusions of this SPD.

42. **Nursery and Newborn Expenses Including Circumcision** are covered for the following Children of the covered Retiree or covered spouse: natural (biological) Children and newborn Children who are adopted or Placed for Adoption at the time of birth.

Expenses for the covered newborn will be processed under the mother's benefits until the mother is discharged from the Hospital following the delivery. If the covered newborn needs to stay in the Hospital longer than the mother following the delivery, those charges will be processed under the newborn's benefits subject to the Deductible and other Plan provisions, including HIPAA Special Enrollment.

43. **Nutritional Supplements, Vitamins and Electrolytes** which are prescribed by a Physician and administered through enteral feedings, provided they are the sole source of nutrition. This includes supplies related to enteral feedings (for example, feeding tubes, pumps, and other materials used to administer enteral feedings) provided the feedings are prescribed by a Physician, and are the sole source of nutrition

44. **Occupational Therapy.** (See Therapy Services below)

45. **Oral Surgery** includes:

- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examinations.
- Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
- Reduction of fractures and dislocations of the jaw.
- External incision and drainage of cellulitis.
- Incision of accessory sinuses, salivary glands or ducts.
- Excision of exostosis of jaws and hard palate.

46. **Orthotic Appliances, Devices and Casts**, including the exam for required Prescription and fitting, when prescribed to aid in healing, provide support to an extremity, or limit motion to the musculoskeletal system after Injury. These devices can be used for acute Injury or to prevent Injury. Orthotic Appliances and Devices include supports, trusses, elastic compression stockings, braces and foot orthotics when required for prevention of complications associated with diabetes mellitus.

47. **Oxygen and Its Administration.**

48. **Pharmacological Medical Case Management** (Medication management and lab charges).

49. **Physical Therapy.** (See Therapy Services below)

50. **Physician Services** for covered benefits.

51. **Pre-Admission Testing:** The testing must be necessary and consistent with the diagnosis and treatment of the condition for which the Covered Person is being admitted to the Hospital.

52. **Prescription Medications** excluding injectables dispensed at a medical facility that are covered under the Specialty Injectable Program. This does not include paper (script) claims obtained at a retail pharmacy, which are covered under the Prescription benefit. See the Prescription Benefits section of this SPD for more details.

53. **Preventive / Routine Care** as listed under the Schedule of Benefits.

The Plan pays benefits for Preventive Care services provided on an Outpatient basis at a Physician's office, an Alternate Facility or a Hospital that encompass medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes.

54. **Private Duty Nursing Services:** Charges are covered only when care is Medically Necessary and not custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit. Outpatient private duty nursing care on a 24-hour shift basis is not covered.

55. **Prosthetic Devices.** The initial purchase, fitting, repair and replacement of fitted prosthetic devices (artificial body parts, including limbs, eyes and larynx) which replace body parts. Benefits may be payable for subsequent repairs or replacement only if required:

- Due to the growth or development of a Dependent Child; or
- When necessary because of a change in the Covered Person's physical condition; or
- Because of deterioration caused from normal wear and tear.

The repair or replacement must also be recommended by the attending Physician. In all cases, repairs or replacement due to abuse or misuse, as determined by the Plan, are not covered and replacement is subject to prior approval by the Plan.

56. **Radiation Therapy and Chemotherapy.**

57. **Radiology and Interpretation Charges.**

58. **Reconstructive Surgery** is provided for the following reconstructive surgery procedures when prescribed or ordered by a Physician:

- Treatment provided for the correction of defects Incurred in an Accidental Injury sustained by the Covered Person.
- Surgery performed on a Child for the correction of a cleft palate or cleft lip, removal of a port-wine stain or hemangioma (only on the face), or correction of a congenital abnormality. In order to be covered, such corrective surgery for a congenital defect must be performed when the Child is 12 years of age or younger, unless it is determined that due to the complexity of the procedure, such surgery could not be performed prior the Child's 12th birthday. Dental care to correct congenital defects is not a covered benefit.
- Treatment provided when it is incidental to disease or for reconstructive surgery following neoplastic (cancer) surgery.
- Following a mastectomy (Women's Health and Cancer Rights Act) the Covered Person must be receiving benefits in connection with a mastectomy in order to receive benefits for reconstructive treatments. Covered Expenses are reconstructive treatments which include all stages of reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and complications of mastectomies, including lymphedemas

59. **Respiratory Therapy.** (See Therapy Services below)

60. **Second And Third Surgical Opinion** must be given by a board-certified Specialist in the medical field relating to the surgical procedure being proposed. The Physician providing the second and third opinion must not be affiliated in any way with the Physician who rendered the first opinion.

61. **Sleep Disorders** if Medically Necessary.

62. **Sleep Studies.**

63. **Speech Therapy.** (See Therapy Services below)

64. **Sterilizations (Voluntary).**

65. **Substance Use Disorder Services** (Refer to Substance Use Disorder section of this SPD)

66. **Surgery and Assistant Surgeon Services** (See Modifiers or Reducing Modifiers above).

67. **Taxes:** Sales taxes, shipping and handling unless covered elsewhere in this SPD.

68. **Temporomandibular Joint Disorder (TMJ) Services** includes:

- Diagnostic services.
- Surgical treatment.
- Non-surgical treatment (includes intraoral devices or any other non-surgical method to alter the occlusion and/or vertical dimension).

This does not cover orthodontic services.

69. **Therapy Services:** Therapy must be ordered by a Physician and provided as part of the Covered Person's treatment plan. Services include:

- **Occupational therapy** by a Qualified occupational therapist.
- **Physical therapy** by a Qualified physical therapist.
- **Respiratory therapy** by a Qualified respiratory therapist.
- **Aquatic therapy** by a Qualified physical therapist.
- **Massage therapy** by a Qualified chiropractor or physical therapist.
- **Speech therapy** by a Qualified speech therapist including therapy for stuttering due to a neurological disorder.

The Plan allows coverage for occupational, physical, or speech therapy for Developmental Delays due to an Accident or Illness such as Bell's palsy, CVA (stroke), apraxia, cleft palate/lip, recurrent/chronic otitis media, vocal cord nodules, Down's syndrome and cerebral palsy.

70. **Transplant Services** (Refer to Transplant Benefits section of this SPD).

71. **Urgent Care Facility** as shown in the Schedule of Benefits of this SPD.

72. **X-ray Services** for covered benefits.

HOME HEALTH CARE BENEFITS

Home Health Care services are provided for patients when Medically Necessary as determined by the Utilization Review Organization.

Pre-Authorization may be required before receiving services. Please refer to the Care Management section of this SPD for more details. Covered services can include:

- Home visits instead of visits to the provider's office that do not exceed the Usual and Customary charge to perform the same service in a provider's office.
- Intermittent nurse services. Benefits are paid for only one nurse at any one time, not to exceed four hours per 24-hour period.
- Nutrition counseling provided by or under the supervision of a registered dietician.
- Physical, occupational, respiratory and speech therapy provided by or under the supervision of a licensed therapist.
- Medical supplies, drugs, or medication prescribed by a Physician, and laboratory services to the extent that the Plan would have covered them under this Plan if the Covered Person had been in a Hospital.

A Home Health Care Visit is defined as: A visit by a nurse providing intermittent nurse services (each visit includes up to a four-hour consecutive visit in a 24-hour period if Medically Necessary) or a single visit by a therapist or a registered dietician.

EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

- Homemaker or housekeeping services.
- Supportive environment materials such as handrails, ramps, air conditioners and telephones.
- Services performed by family members or volunteer workers.
- "Meals on Wheels" or similar food service.
- Separate charges for records, reports or transportation.
- Expenses for the normal necessities of living such as food, clothing and household supplies.
- Legal and financial counseling services, unless otherwise covered under this Plan.

TRANSPLANT BENEFITS

Refer to the Care Management section of this SPD for Pre-Authorization requirements

DEFINITIONS

The following terms are used for the purpose of the Transplant Benefits section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

Approved Transplant Services means services and supplies for certified transplants when ordered by a Physician. Such services include, but are not limited to, Hospital charges, Physician charges, organ and tissue procurement, tissue typing and Ancillary Services.

Designated Transplant Facility means a facility which has agreed to provide Approved Transplant Services to Covered Persons pursuant to an agreement with a transplant provider network or rental network with which the Plan has a contract.

Organ and Tissue Acquisition / Procurement means the harvesting, preparation, transportation and the storage of human organ and tissue which is transplanted to a Covered Person. This includes related medical expenses of a living donor.

Stem Cell Transplant includes autologous, allogeneic and syngeneic transplant of bone marrow, peripheral and cord blood stem cells.

BENEFITS

The Plan will pay for Covered Expenses Incurred by a Covered Person at a Designated Transplant Facility for an Illness or Injury, subject to any Deductibles, Plan Participation amounts, maximums or limits shown on the Schedule of Benefits. Benefits are based on the Usual and Customary charge or the Plan's Negotiated Rate.

It will be the Covered Person's responsibility to obtain Pre-Authorization for all transplant related services. If Pre-Authorization is not obtained, benefits may not be payable for such services. Benefits may also be subject to reduced levels as outlined in individual Plan provisions. The approved transplant and medical criteria for such transplant must be Medically Necessary for the medical condition for which the transplant is recommended. The medical condition must not be included on individual Plan exclusions.

COVERED EXPENSES

The Plan will pay for Approved Transplant Services at a Designated Transplant Facility for Organ and Tissue Acquisition / Procurement and transplantation, if a Covered Person is the recipient.

If a Covered Person requires a transplant, including bone marrow or Stem Cell Transplant, the cost of Organ and Tissue Acquisition / Procurement from a living human or cadaver will be included as part of the Covered Person's Covered Expenses when the donor's own plan does not provide coverage for Organ and Tissue Acquisition / Procurement. This includes the cost of donor testing, blood typing and evaluation to determine if the donor is a suitable match.

The Plan will provide donor services for donor related complications during the transplant period, as per the transplant contract, if the recipient is a Covered Person under this Plan.

Benefits are payable for the following transplants:

- Kidney.
- Kidney/Pancreas.
- Pancreas, which meets the criteria as determined by the Care Management.

- Liver.
- Heart.
- Heart/Lung.
- Lung.
- Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions.
- Small Bowel.

SECOND OPINION

The Plan will notify the Covered Person if a second opinion is required at any time during the determination of benefits period. If a Covered Person is denied a transplant procedure by the transplant facility, the Plan will allow them to go to a second Designated Transplant Facility for evaluation. If the second facility determines, for any reason, that the Covered Person is an unacceptable candidate for the transplant procedure, benefits will not be paid for further transplant related services and supplies, even if a third Designated Transplant Facility accepts the Covered Person for the procedure.

ADDITIONAL PROVISIONS (Applies to Designated Transplant Facility Only)

TRAVEL EXPENSES (Applies to a Covered Person who is a recipient or to a covered or non-covered donor if the recipient is a Covered Person under this Plan)

If the Covered Person or non-covered living donor lives more than 50 miles from the transplant facility, the Plan will pay for the travel and housing, up to the maximum listed on the Schedule of Benefits. Expenses will be paid for the Covered Person and:

- One or two parents of the Covered Person (if the Covered Person is a Dependent Child, as defined in this Plan); or
- An adult to accompany the Covered Person.

Covered travel and housing expenses include the following:

- Transportation to and from the transplant facility including:
 - Airfare.
 - Tolls and parking fees.
 - Gas/Mileage.
- Lodging at or near the transplant facility including:
 - Apartment rental.
 - Hotel rental.
 - Applicable tax.

Lodging for purposes of this Plan does not include private residences.

Lodging reimbursement that is greater than \$50 per person per day, may be subject to IRS codes for taxable income.

Benefits shall be payable for up to one year from the date of the transplant while the Covered Person is receiving services at the transplant facility.

Note: This Plan will only pay travel and housing benefits for a non-covered living donor after any other coverage that the living donor has is exhausted.

TRANSPLANT EXCLUSIONS

In addition to the items listed in the General Exclusions section of this SPD, benefits will NOT be provided for any of the following:

- Expenses if a Covered Person donates an organ and/or tissue and the recipient is not a Covered Person under this Plan.
- Expenses for Organ and Tissue Acquisition / Procurement and storage of cord blood, stem cells or bone marrow, unless the Covered Person has been diagnosed with a condition for which there would be Approved Transplant Services.
- Expenses for any post-transplant complications of the donor, if the donor is not a Covered Person under this Plan.
- Transplants considered Experimental, Investigational or Unproven.
- Transplants not listed as covered by Medicare.
- Solid organ transplant in patients with carcinoma unless the carcinoma is in complete remission for five (5) years or considered cured. Exceptions, which will require additional review for Medical Necessity, include: diagnoses of squamous cell and basal cell carcinoma of the skin and hepatocellular carcinoma.
- Solid organ transplantation, autologous transplant (bone marrow or peripheral stem cell) or allogeneic transplant (bone marrow or peripheral stem cell), for conditions that are not considered to be Medically Necessary and/or are not appropriate, based on the NCCN compendium.
- Expenses related to, or for, the purchase of any organ.

PRESCRIPTION BENEFITS

Administered by **Express Scripts**

NOTE: UMR (the claims administrator) does not administer the benefits within this provision. Please contact the Pharmacy Benefit Manager or Your employer with any questions related to this coverage.

Note: The Medicare Prescription Drug Improvement and Modernization Act of 2003 provides all Medicare eligible individuals the opportunity to obtain Prescription Drug coverage through Medicare. Medicare eligible individuals generally must pay an additional monthly premium for this coverage. In addition, electing Medicare Part D may affect Your ability to get prescription coverage under this Plan. Individuals may be able to postpone enrollment in the Medicare Prescription Drug coverage if their current drug coverage is at least as good as Medicare Prescription Drug coverage. If individuals decline Medicare Prescription Drug coverage and do not have coverage at least as good as Medicare Prescription Drug coverage, they may have to pay an additional monthly penalty if they change their mind and sign up later. Medicare eligible individuals should have received a Notice informing them whether their current Prescription Drug coverage provides benefits that are at least as good as benefits provided by the Medicare Prescription Drug coverage and explaining whether election of Medicare Part D will affect coverage available under this Plan. For a copy of this notice, please contact the Plan Administrator.

DEFINITIONS

Generic Drug means a Prescription Drug that has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic Drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

Pharmacy means a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

Pharmacy Benefits Administrator is an organization that manages payment for Prescriptions and services under the Plan.

Prescription Drug means any drug that under Federal Drug Administration (FDA) or state law requires a written Prescription by a Physician. Drugs that are available without a Prescription are considered non-legend drugs.

Drugs and medicines prescribed by a licensed Physician and dispensed by a licensed pharmacist are covered by the Plan, except as otherwise provided by the Plan. Outpatient Prescription Drugs will be covered subject to the applicable Co-pay amounts and any limitations as stated in the Schedule of Benefits.

A Covered drug must be approved for use by the Food and Drug Administration for the purpose for which it is prescribed and dispensed by a licensed pharmacist or Physician.

Note: FDA approval of a drug does not guarantee inclusion as a covered item under the Prescription Drug program. Newly approved drugs may be subject to review by the Plan Sponsor before being covered or may be excluded altogether. In addition, the level of coverage for some Prescriptions may vary depending on the medication's therapeutic classification. As a result, some medications (including, but not limited to, newly approved Prescriptions) may be subject to quantity limits or may require Pre-Authorization before being dispensed.

For a specific up-to-date list of covered and/or excluded Prescription Drugs, contact Express Scripts.

The following are **excluded** through the Prescription Drug program (this list is **not** all-inclusive):

- Applicable exclusions listed under General Exclusions section of this SPD.
- Prescription products if a Pre-Authorization was necessary but not received or denied.
- Prescription products that are available over-the-counter.
- Prescription products that do not have Food and Drug Administration (FDA) approval for the purpose for which prescribed.
- All illegal drugs or supplies, even if prescribed by a duly licensed individual.
- Prescriptions that are in excess of the number of refills specified or dispensed more than one year after the order was written.
- Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation law, or any municipal, state or Federal program.

The Covered Person has a right to purchase an excluded product at his or her own cost if the product is excluded under this Plan.

This Plan does not coordinate Prescription benefits.

For any Prescription Drug questions, please contact Express Scripts at the following:

EXPRESS SCRIPTS
6625 WEST 78TH STREET
BLOOMINGTON, MN 55439
Phone: 1-866-804-7613

HEARING AID BENEFITS

This Plan includes a benefit that will allow Covered Persons to access discounted hearing aids and related testing and fitting. This benefit is being offered under the Plan by EPIC Hearing Healthcare.

This benefit may be accessed under the Plan by calling EPIC on its toll-free number: 1 (866) 956-5400. Once contacted, one of EPIC's hearing professionals will coordinate the Covered Person's care and direct him or her to the nearest appropriate provider.

The hearing aid benefit being provided through EPIC consists of discounted hearing aids and related testing and fitting. EPIC discounts may be as much as 50% below manufacturer's suggested retail prices and up to 35% lower than most discount offers. EPIC will require that the Covered Person pay for his or her hearing aids and other services not covered under the Plan out-of-pocket prior to the delivery of services.

In the event that You have questions or complaints about the hearing aid products or services offered under the Plan, contact EPIC directly at its toll-free number or write to: EPIC Hearing Services, 3191 W. Temple Ave. Ste. 200, Pomona, CA 91768.

MENTAL HEALTH BENEFITS

The Plan will pay the following Covered Expenses for services authorized by a Physician and deemed to be Medically Necessary for the treatment of a Mental Health Disorder, subject to any Deductibles, Co-pays if applicable, Participation amounts, maximum or limits shown on the Schedule of Benefits of this SPD. Benefits are based on the Usual and Customary amount, maximum fee schedule or the Negotiated Rate.

COVERED BENEFITS

Inpatient Services means services provided at a Hospital or facility accredited by a recognized accrediting body or licensed by the state as an acute care psychiatric, chemical dependency, or dual-diagnosis facility for the treatment of Mental Health Disorders. If outside the United States, the Hospital or facility must be licensed or approved by the foreign government or an accreditation of the licensing body working in that foreign country.

Residential Treatment means a sub-acute facility-based program that is licensed to provide “residential” treatment and delivers 24-hour-per-day, 7-day-per-week assessment and diagnostic services, as well as active behavioral health treatment for mental health conditions or substance-related disorders. (Coverage does not include services provided in a community-based residential facility or group home.)

Day Treatment (Partial Hospitalization) means a day treatment program that offers intensive, multidisciplinary services not otherwise offered in an Outpatient setting. The treatment program is generally a minimum of 20 hours of scheduled programming extended over a minimum of five days per week. The program is designed to treat patients with serious mental or nervous disorders and offers major diagnostic, psychosocial and prevocational modalities. Such programs must be a less restrictive alternative to Inpatient treatment.

Outpatient Therapy Services are payable subject to all of the following:

- Must be in person at a therapeutic medical facility; and
- Include measurable goals and continued progress toward functional behavior and termination of treatment. Continued coverage may be denied when positive response to treatment is not evident; and
- The services must be provided by a Qualified Provider. If outside the United States, Outpatient Services must be provided by an individual who has received a diploma from a medical school recognized by the government agency in the country in which the medical school is located. The attending Physician must meet the requirements, if any, set out by the foreign government or regionally recognized licensing body for treatment of Mental Health Disorders.

ADDITIONAL PROVISIONS AND BENEFITS

- A medication evaluation by a psychiatrist may be required before a Physician can prescribe medication for psychiatric conditions. Periodic evaluations may be requested by the Plan.
- Any diagnosis change after a payment denial will not be considered for benefits unless the Plan is provided with all pertinent records along with the request for change that justifies the revised diagnosis. Such records must include the history and initial assessment and must reflect the criteria listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) for the new diagnosis, or, if in a foreign country, must meet diagnostic criteria established and commonly recognized by the medical community in that region.

MENTAL HEALTH EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

- Inpatient charges for the period of time when full, active Medically Necessary treatment for the Covered Person's condition is not being provided.
- Bereavement counseling, unless specifically listed as a covered benefit elsewhere in this SPD.
- Services provided for conflict between the Covered Person and society which is solely related to criminal activity.
- Conditions listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) or the International Classification of Diseases - Clinical Modification manual (most recent revision) (ICD-CM) in the following categories:
 - Personality disorders; or
 - Sexual/gender identity disorders; or
 - Behavior and impulse control disorders; or
 - "V" codes (including marriage counseling).
- Services for biofeedback.

SUBSTANCE USE DISORDER AND CHEMICAL DEPENDENCY BENEFITS

The Plan will pay the following Covered Expenses for a Covered Person subject to any Deductibles, Co-pays if applicable, Participation amounts, maximum or limits shown on the Schedule of Benefits. Benefits are based on the maximum fee schedule, Usual and Customary amount or the Negotiated Rate as applicable.

COVERED BENEFITS

Inpatient Services means services provided at a Hospital or facility accredited by a recognized accrediting body or licensed by the state as an acute care psychiatric, chemical dependency, or dual-diagnosis facility for the treatment of substance use disorders. If outside the United States, the Hospital or facility must be licensed or approved by the foreign government or an accreditation of the licensing body working in that foreign country.

Residential Treatment means a sub-acute facility-based program that is licensed to provide "residential" treatment and delivers 24-hour-per-day, 7-day-per-week assessment and diagnostic services, as well as active behavioral health treatment for mental health conditions or substance-related disorders. (Coverage does not include services provided in a community-based residential facility or group home.)

Day Treatment (Partial Hospitalization) means a day treatment program that offers intensive, multidisciplinary services not otherwise offered in an Outpatient setting. The treatment program is generally a minimum of 20 hours of scheduled programming extended over a minimum of five days per week. Such programs must be a less restrictive alternative to Inpatient treatment.

Outpatient Therapy Services are payable subject to all of the following:

- Must be in person at a therapeutic medical facility; and
- Include measurable goals and continued progress toward functional behavior and termination of treatment. Continued coverage may be denied when positive response to treatment is not evident; and
- The services must be provided by a Qualified Provider. If outside the United States, Outpatient Services must be provided by an individual who has received a diploma from a medical school recognized by the government agency in the country in which the medical school is located, or a therapist with a Ph.D., or master's degree that denotes a specialty in psychiatry. The attending Physician, psychiatrist, or a counselor must meet the requirements, if any, set out by the foreign government or regionally recognized licensing body for treatment of substance use disorder and chemical dependency disorders.

ADDITIONAL PROVISIONS AND BENEFITS

- Any claim re-submitted on the basis of a change in diagnosis after a benefit denial will not be considered for benefits unless the Plan is provided with all records along with the request for change. Such records must include: the history, initial assessment and all counseling or therapy notes, and must reflect the criteria listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) for the new diagnosis.

SUBSTANCE USE DISORDER EXCLUSIONS

In addition to the items listed in the General Exclusions section, benefits will NOT be provided for any of the following:

The Plan will not pay for:

- Treatment or care considered inappropriate or substandard as determined by the Plan.
- Inpatient charges for the period of time when full, active Medically Necessary treatment for the Covered Person's condition is not being provided.

CARE MANAGEMENT

Utilization Management

Utilization Management is the process of evaluating whether services, supplies or treatment is Medically Necessary and appropriate to help ensure cost-effective care. Utilization Management can determine Medical Necessity, shorten Hospital stays, improve the quality of care, and reduce costs to the Covered Person and the Plan. The Utilization Management procedures include certain Pre-Authorization requirements.

The benefit amounts payable under the Schedule of Benefits of this SPD may be affected if the requirements described for Utilization Management are not satisfied. Covered Persons should call the phone number on the back of the Plan identification card to request Pre-Authorization at least two weeks prior to a scheduled procedure in order to allow for fact-gathering and independent medical review, if necessary.

Special Notes: The Covered Person will not be penalized for failure to obtain Pre-Authorization if a Prudent Layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention would jeopardize the life or long-term health of the individual. However, Covered Persons who have received care on this basis must contact the Utilization Review Organization (see below) as soon as possible within 24 hours of the first business day after receiving care or after Hospital admittance. The Utilization Review Organization will then review services provided within 48 hours of being contacted.

This Plan complies with the Newborns and Mothers Health Protection Act. Pre-Authorization is not required to certify Medical Necessity for a Hospital or Birthing Center stay of 48 hours or less following a normal vaginal delivery or 96 hours or less following a Cesarean section. Pre-Authorization may be required for a stay beyond 48 hours following a vaginal delivery or 96 hours following a Cesarean section.

UTILIZATION REVIEW ORGANIZATION

The Utilization Review Organization is: **UMR CARE MANAGEMENT**

DEFINITIONS

The following terms are used for the purpose of the Care Management section of this SPD. Refer to the Glossary of Terms section of this SPD for additional definitions.

Pre-Authorization is the process of determining benefit coverage prior to a service being rendered to an individual member. A determination is made based on Medical Necessity criteria for services, tests or procedures that are appropriate and cost-effective for the member. This member-centric review evaluates the clinical appropriateness of requested services in terms of the type, frequency, extent and duration of stay.

Utilization Management means an assessment of the facility in which the treatment is being provided. It also includes a formal assessment of the Medical Necessity, effectiveness and appropriateness of health care services and treatment plans. Such assessment may be conducted on a prospective basis (prior to treatment), concurrent basis (during treatment), or retrospective basis (following treatment).

SERVICES REQUIRING PRE-AUTHORIZATION

Call the Utilization Review Organization **before** receiving services for the following:

- Inpatient Admissions;
- Skilled Nursing Facility Admissions;
- Outpatient surgeries;
- MRI/MRA and PET scans;
- Oncology care and services (chemotherapy and radiation therapy);
- Dialysis;
- Occupational, physical and speech therapy after 25 visits;
- Organ and tissue transplants;
- Home Health Care;
- Hospice;
- Durable Medical Equipment purchases, rentals and prosthetics over \$500;
- Myocardial Perfusion Scan.
- Clinical trials.

PENALTIES FOR NOT OBTAINING PRE-AUTHORIZATION

A non-Pre-Authorization penalty is the amount that must be paid by a Covered Person who does not call for Pre-Authorization prior to receiving certain services. A penalty of \$250 will be applied to applicable claims if a Covered Person receives services but does not obtain the required Pre-Authorization for:

- Non-emergency room, non-emergent inpatient admissions and all surgeries whether inpatient or outpatient that are not Pre-Authorized by Quantum UMR/Health

Note: Emergency Services do not require precertification. When this plan is secondary UMR will require notification.

The fact that a Covered Person receives Pre-Authorization from the Utilization Review Organization, that does not guarantee that this Plan will pay for the medical care. The Covered Person must be eligible for coverage on the date services are provided. Coverage is also subject to all provisions described in this SPD.

Note that if a Covered Person receives Pre-Authorization for one facility, but then is transferred to another facility, Pre-Authorization is also needed before going to the new facility, except in the case of an Emergency (see Special Notes above).

The phone number to call for Pre-Authorization is listed on the back of the Plan identification card.

The fact that a Covered Person receives Pre-Authorization from the Utilization Review Organization does not guarantee that this Plan will pay for the medical care. The Covered Person must be eligible for coverage on the date services are provided. Coverage is also subject to all provisions described in this SPD.

Medical Director Oversight. A UMR Care Management medical director oversees the concurrent review process. Should a case have unique circumstances that raise questions for the Utilization Management specialist handling the case, the medical director will review the case to determine Medical Necessity using evidence-based clinical criteria.

Case Management Referrals. During the Pre-Authorization review process, cases are analyzed for a number of criteria used to trigger case to case management for review. Case management opportunities are identified by using a system-integrated, automated diagnosis-based trigger list during the Pre-Authorization review process. Other case management trigger points including the following criteria: length of stay, level of care, readmission and utilization, as well as employer or self-referrals. Information is easily passed from Utilization Management to case management through our fully-integrated care management software system.

All Pre-Authorization requests are used to identify the member's needs. Our goal is to intervene in the process as early as possible to determine the resources necessary to deliver clinical care in the most appropriate care setting.

Retrospective Review. Retrospective review is conducted upon request and a determination will be issued within 30 calendar days of the receipt of request within Care Management, unless an extension is approved. Retrospective reviews are performed according to our standard Pre-Authorization policies and procedures.

COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies whenever a Covered Person has health coverage under more than one Plan, as defined below. **It does not however, apply to Prescription benefits.** The purpose of coordinating benefits is to help Covered Persons pay for Covered Expenses, but not to result in total benefits that are greater than the Covered Expenses Incurred.

The order of benefit determination rules determine which plan will pay first (Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the Covered Expenses Incurred. Up to 100% of charges Incurred may be paid between both plans.

The Plan will coordinate benefits with the following types of medical or dental plans:

- Group health plans, whether insured or self-insured.
- Hospital indemnity benefits in excess of \$200 per day.
- Specified disease policies.
- Foreign health care coverage.
- Medical care components of group long-term care contracts such as skilled nursing care.
- Medical benefits under group or individual motor vehicle policies. See order of benefit determination rules (below) for details.
- Medical benefits under homeowner's insurance policies.
- Medicare or other governmental benefits, as permitted by law. See below. This does not include Medicaid.
- This Plan does not, however, coordinate benefits with individual health or dental plans.

Each contract for coverage is considered a separate plan. If a plan has two parts and COB rules apply to only one of the two parts, each of the parts is treated as a separate plan. If a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be considered an allowable expense and a benefit paid.

When this Plan is secondary, and when not in conflict with a network contract requiring otherwise, covered charges shall not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Covered Person for the difference between the provider's contracted amount and the provider's regular billed charge.

ORDER OF BENEFIT DETERMINATION RULES

The first of the following rules that apply to a Covered Person's situation is the rule to use:

- The plan that has no coordination of benefits provision is considered primary.
- When medical payments are available under motor vehicle insurance (including no-fault policies), this Plan shall always be considered secondary regardless of the individual's election under PIP (Personal Injury Protection) coverage with the auto carrier.
- Where an individual is covered under one plan as a Dependent and another plan as an Retiree, member or subscriber, the plan that covers the person as an Retiree, member or subscriber (that is, other than as a Dependent) is considered primary. The Primary Plan must pay benefits without regard to the possibility that another plan may cover some expenses. This Plan will deem any Retiree plan beneficiary to be eligible for primary benefits from their employer's benefit plan.

- The plan that covers a person as a Dependent (or beneficiary under ERISA) is generally secondary. The plan that covers a person as a Dependent is primary only when both plans agree that COBRA or state continuation coverage should always pay secondary when the person who elected COBRA is covered by another plan as a Dependent (see continuation coverage below). (Also see the section on Medicare, below, for exceptions).
- When an individual is covered under a spouse's Plan and also under his or her parent's plan, the Primary Plan is the plan of the individual's spouse. The plan of the individual's parent(s) is the Secondary Plan.
- If one or more plans cover the same person as a Dependent Child:
 - The Primary Plan is the plan of the parent whose birthday is earlier in the year if:
 - The parents are married; or
 - The parents are not separated (whether or not they have been married); or
 - A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.
 - If both parents have the same birthday, the plan that covered either of the parents longer is primary.
 - If the specific terms of a court decree state that one of the parents is responsible for the Child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods or plan years starting after the plan is given notice of the court decree.
 - If the parents are not married and reside separately, or are divorced or legally separated, the order of benefits is:
 - The plan of the custodial parent;
 - The plan of the spouse of the custodial parent;
 - The plan of the non-custodial parent; and then
 - The plan of the spouse of the non-custodial parent.
- Active or Inactive Retiree: If an individual is covered under one plan as an active Retiree (or Dependent of an active Retiree), and is also covered under another plan as a retired or laid off Retiree (or Dependent of a retired or laid off Retiree), the plan that covers the person as an active Retiree (or Dependent of an active Retiree) will be primary. This rule does not apply if the rule in paragraph 3 (above) can determine the order of benefits. If the other plan does not have this rule, this rule is ignored.
- Continuation coverage under COBRA or state law: If a person has elected continuation of coverage under COBRA or state law and also has coverage under another plan, the continuation coverage is secondary. This is true even if the person is enrolled in another plan as a Dependent. If the two plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if one of the first four bullets above applies. (See exception in the Medicare section)
- Longer or Shorter Length of Coverage: The plan that covered the person as an Retiree, member, subscriber or retiree longer is primary.
- If an active employee is on leave due to active duty in the military in excess of 30 days, the plan that covers the person as an active employee, member, or subscriber is considered primary.
- If the above rules do not determine the Primary Plan, the Covered Expenses can be shared equally between the plans. This Plan will not pay more than it would have paid, had it been primary.

MEDICARE

If You or Your covered spouse or Dependent is also receiving benefits under Medicare, including Medicare Prescription drug coverage, federal law may require this Plan to be primary over Medicare. When this Plan is not primary, the Plan will coordinate benefits with Medicare.

The order of benefit determination rules determine which plan will pay first (Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the Covered Expenses Incurred. Up to 100% of charges Incurred may be paid between both plans.

When this Plan is not Primary and a Covered Person is receiving Part A Medicare but has chosen not to elect Part B, this Plan will reduce its payments on Part B services as though Part B Medicare was actually in effect.

ORDER OF BENEFIT DETERMINATION RULES FOR MEDICARE

This Plan complies with the Medicare Secondary Payer regulations. Examples of these regulations are as follows:

- This Plan generally pays first under the following circumstances:
 - You continue to be actively employed by the employer and You or Your covered spouse becomes eligible for and enrolls in Medicare because of age or disability.
 - You continue to be actively employed by the employer, Your covered spouse becomes eligible for and enrolls in Medicare, and is also covered under a retiree plan through Your spouse's former employer. In this case, this Plan will be primary for You and Your covered spouse, Medicare pays second, and the retiree plan would pay last.
 - For a Covered Person with End-Stage Renal Disease (ESRD), this Plan usually has primary responsibility for the claims of a Covered Person for 30 months from the date of Medicare eligibility based on ESRD. The 30-month period can also include COBRA continuation coverage or another source of coverage. At the end of the 30 months, Medicare becomes the primary payer.
- Medicare generally pays first under the following circumstances:
 - You are no longer actively employed by an employer; and
 - You or Your spouse has Medicare coverage due to age, plus You or Your spouse also have COBRA continuation coverage through the Plan; or
 - You or a covered family member has Medicare coverage based on a disability, plus You also have COBRA continuation coverage through the Plan. Medicare normally pays first, however an exception is that COBRA may pay first for Covered Persons with ESRD until the end of the 30-month period; or
 - You or Your covered spouse have retiree coverage plus Medicare coverage; or
 - Upon completion of 30 months of Medicare eligibility for an individual with ESRD, Medicare becomes the primary payer. (Note that if a person with ESRD was eligible for Medicare based on age or other disability **before** being diagnosed with ESRD and Medicare was previously paying primary, then the person can continue to receive Medicare benefits on a primary basis).

- Medicare is the secondary payer when no-fault insurance, worker's compensation, or liability insurance is available as primary payer.

Note: If a Covered Person is eligible for Medicare as the primary plan, all benefits from this Plan will be reduced by the amount Medicare would pay, regardless of whether the Covered Person is enrolled in Medicare.

TRICARE

In all instances where an eligible Retiree is also a TRICARE beneficiary, TRICARE will pay secondary to this employer-provided Plan.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan may obtain the information it needs from or provide such information to other organizations or persons for the purpose of applying those rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. The Plan need not tell, or obtain the consent of, any person to do this. However, if the Plan needs assistance in obtaining the necessary information, each person claiming benefits under this Plan must provide the Plan any information it needs to apply those rules and determine benefits payable.

REIMBURSEMENT TO THIRD PARTY ORGANIZATION

A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Plan may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this Plan. The Plan will not have to pay that amount again.

RIGHT OF RECOVERY

If the amount of the payments made by the Plan is more than it should have paid under this COB provision, the Plan may recover the excess from one or more of the persons it paid or for whom the Plan has paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Person.

RIGHT OF SUBROGATION, REIMBURSEMENT, AND OFFSET

The Plan has a right to subrogation and reimbursement.

Subrogation applies when the Plan has paid Covered Expenses on Your behalf for an Illness or Injury for which a third party is considered responsible. The right to subrogation means that the Plan is substituted to and will succeed to any and all legal claims that You may be entitled to pursue against any third party for the Covered Expenses that the Plan has paid that are related to the Illness or Injury for which a third party is considered responsible.

The right to reimbursement means that if it is alleged that a third party caused or is responsible for an Illness or Injury for which You receive a settlement, judgment, or other recovery from any third party, You must use those proceeds to fully return to the Plan 100% of any covered benefit You received for that Illness or Injury.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused You to suffer an Illness, Injury, or damages, or who is legally responsible for the Illness, Injury, or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Illness, Injury, or damages.
- The Plan Sponsor in a Workers' Compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide benefits or payments to You, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners', or otherwise), Workers' Compensation coverage, other insurance carriers, or third party administrators.
- Any person or entity that is liable for payment to You on any equitable or legal liability theory.

You agree as follows:

- You will cooperate with the Plan in protecting the Plan's legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
 - Notifying the Plan, in writing, of any potential legal claim(s) You may have against any third party for acts that caused Covered Expenses to be paid or become payable.
 - Providing any relevant information requested by the Plan.
 - Signing and/or delivering such documents as the Plan or our agents reasonably request to secure the subrogation and reimbursement claim.
 - Responding to requests for information about any accident or Injuries.
 - Making court appearances.
 - Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
 - Complying with the terms of this section.

Your failure to cooperate with the Plan is considered a breach of contract. As such, the Plan has the right to terminate Your covered benefits, deny future covered benefits, take legal action against You, and/or set off from any future covered benefits the value of covered benefits we have paid relating to any Illness or Injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to You or Your representative not cooperating with the Plan. If the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by You or Your representative, the Plan has the right to recover those fees and costs from You. You will also be required to pay interest on any amounts You hold that should have been returned to the Plan.

- The Plan has a first priority right to receive payment on any claim against a third party before You receive payment from that third party. Further, our first priority right to payment is superior to any and all claims, debts, or liens asserted by any medical providers, including, but not limited to, Hospitals or Emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible third party and/or insurance carrier.
- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to You or Your representative, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, and punitive damages. The Plan is not required to help You to pursue Your claim for damages or personal Injuries and no amount of associated costs, including attorneys' fees, will be deducted from our recovery without the Plan's express written consent. No so-called "fund doctrine" or "common-fund doctrine" or "attorney's fund doctrine" will defeat this right. You are responsible for all attorneys' fees after the Plan has been reimbursed to the fullest extent from the overall settlement or judgment funds.
- Regardless of whether You have been fully compensated or made whole, the Plan may collect from You the proceeds of any full or partial recovery that You or Your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "made-whole doctrine" or "make-whole doctrine," claim of unjust enrichment, nor any other equitable limitation will limit our subrogation and reimbursement rights.
- Benefits paid by the Plan may also be considered to be benefits advanced.
- If You receive any payment from any party as a result of Illness or Injury, and the Plan alleges some or all of those funds are due and owed to the Plan, You will hold those funds in trust, either in a separate bank account in Your name or in Your attorney's trust account. You agree that You will serve as a trustee over those funds to the extent of the benefits the Plan has paid.
- The Plan's rights to recovery will not be reduced due to Your own negligence.
- Upon our request, You will assign to us all rights of recovery against third parties, to the extent of the Covered Expenses the Plan has paid for the Illness or Injury.
- The Plan may, at its option, take necessary and appropriate action to preserve the Plan's rights under these provisions, including, but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative, or other third party; filing a lawsuit to recover the full amount of medical benefits paid on Your behalf out of any settlement, judgment, or other recovery from any third party considered responsible; and filing suit in Your name, which does not obligate the Plan in any way to pay You part of any recovery the Plan might obtain. Any ERISA reimbursement lawsuit stemming from a refusal to refund benefits as required under the terms of the Plan is governed by a six-year statute of limitations.
- You may not accept any settlement that does not fully reimburse the Plan, without its written approval.

- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.
- In the case of Your wrongful death or survival claim, the provisions of this section apply to Your estate, the personal representative of Your estate, and Your heirs or beneficiaries.
- No allocation of damages, settlement funds, or any other recovery, by You, Your estate, the personal representative of Your estate, Your heirs, Your beneficiaries, or any other person or party will be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.
- The provisions of this section apply to the parents, guardian, or other representative of a Dependent Child who incurs an Illness or Injury caused by a third party. If a parent or guardian may bring a claim for damages arising out of a minor's Illness or Injury, the terms of this subrogation and reimbursement clause will apply to that claim.
- If a third party causes or is alleged to have caused You to suffer an Illness or Injury while You are covered under this Plan, the provisions of this section continue to apply, even after You are no longer covered.
- The Plan and all administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

GENERAL EXCLUSIONS

Exclusions, including complications from excluded items are not considered covered benefits under this Plan and will not be considered for payment as determined by the Plan.

The Plan does not pay for Expenses Incurred for the following, unless otherwise stated below. The Plan does not apply exclusions based upon the source of the Injury to treatment listed in the Covered Medical Benefits section when the Plan has information that the Injury is due to a medical condition (including both physical and mental health conditions) or domestic violence.

1. **Abortions (Elective):** Unless a Physician states in writing that the mother's life would be in danger if the fetus were to be carried to term or the pregnancy is the result of rape or incest.
2. **Acts of War:** Injury or Illness caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.
3. **Acupuncture Treatment, including all services performed by an acupuncturist.**
4. **Alternative / Complementary Treatment** includes: Treatment, services or supplies for holistic or homeopathic medicine, hypnosis, or other alternate treatment that is not accepted medical practice as determined by the Plan.
5. **Appointments Missed:** An appointment the Covered Person did not attend.
6. **Assistance With Activities of Daily Living.**
7. **Assistant Surgeon Services,** unless determined Medically Necessary by the Plan.
8. **Automobile Limitations:** When medical payments are available under vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan Deductibles. This Plan shall always be considered the secondary carrier regardless of the individual's election under PIP (personal Injury protection) coverage with the auto carrier.
9. **Before Enrollment and After Termination:** Services, supplies or treatment rendered before coverage begins under this Plan, or after coverage ends, are not covered.
10. **Blood:** Blood donor expenses.
11. **Blood Pressure Cuffs / Monitors.**
12. **Cardiac Rehabilitation** beyond Phase II including self-regulated physical activity that the Covered Person performs to maintain health that is not considered to be a treatment program.
13. **Chelation Therapy,** except in the treatment of conditions considered Medically Necessary, medically appropriate and not Experimental or Investigational for the medical condition for which the treatment is recognized.
14. **Chemical Ecology:** Diagnostic studies and treatment of multiple chemical sensitivities, environmental illness, environmental hypersensitivity disorder, total allergy syndrome or chemical ecology.

15. **Claims** received later than 12 months from the date of service.
16. **Contraceptive Products** (including injectables) unless covered elsewhere in this document.
17. **Cosmetic Treatment, Cosmetic Surgery**, or any portion thereof, unless the procedure is otherwise listed as a covered benefit.
18. **Court-Ordered:** Any treatment or therapy which is court-ordered, ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally covered by this Plan. This Plan does not cover the cost of classes ordered after a driving while intoxicated conviction or other classes ordered by the court.
19. **Criminal Activity:** Illness or Injury resulting from taking part in the commission of an assault or battery (or a similar crime against a person) or a felony. The Plan shall enforce this exclusion based upon reasonable information showing that this criminal activity took place.
20. **Custodial Care** as defined in the Glossary of Terms of this SPD.
21. **Custom-Molded Shoe Inserts**, including the exam for required Prescription and fitting.
22. **Dental Services:**
 - The care and treatment of teeth, gums or alveolar process or for dentures, appliances or supplies used in such care or treatment, or drugs prescribed in connection with dental care. This exclusion does not apply to Hospital charges including professional charges for x-ray, lab and anesthesia, or for charges for treatment of injuries to natural teeth, including replacement of such teeth with dentures, or for setting of a jaw which was fractured or dislocated in an Accident.
 - Injuries or damage to teeth, natural or otherwise, as a result of or caused by the chewing of food or similar substances.
 - Dental implants including preparation for implants.
23. **Duplicate Services and Charges or Inappropriate Billing** including the preparation of medical reports and itemized bills.
24. **Education:** Charges for education, special education, job training, music therapy and recreational therapy, whether or not given in a facility providing medical or psychiatric care. This exclusion does not apply to self-management education programs for diabetics.
25. **Environmental Devices:** Environmental items such as but not limited to, air conditioners, air purifiers, humidifiers, dehumidifiers, furnace filters, heaters, vaporizers, or vacuum devices.
26. **Examinations:** Examinations for employment, insurance, licensing or litigation purposes.
27. **Excess Charges:** Charges or the portion thereof which are in excess of the Usual and Customary charge, the Negotiated Rate or fee schedule.
28. **Experimental, Investigational or Unproven:** Services, supplies, medicines, treatment, facilities or equipment which the Plan determines are Experimental, Investigational or Unproven, including administrative services associated with Experimental, Investigational or Unproven treatment.
29. **Extended Care:** Any Extended Care Facility Services which exceed the appropriate level of skill required for treatment as determined by the Plan.
30. **Family Planning:** Consultation for family planning.
31. **Financial Counseling.**

32. **Fitness Programs:** General fitness programs, exercise programs, exercise equipment and health club memberships, or other utilization of services, supplies, equipment or facilities in connection with weight control or body building.
33. **Genetic Counseling** other than based on Medical Necessity unless covered elsewhere in this SPD.
34. **Genetic Testing** unless covered elsewhere in this SPD.
35. **Group Therapy.**
36. **Growth Hormones.**
37. **Hearing Services:**
 - Purchase or fitting of hearing aids.
38. **High Frequency Chest Wall Oscillators:** Charges associated with high frequency chest wall oscillators.
39. **Hippo Therapy:** Charges associated with Hippo Therapy.
40. **Home Modifications:** Modifications to Your home or property such as but not limited to, escalator(s), elevators, saunas, steambaths, pools, hot tubs, whirlpools, or tanning equipment, wheelchair lifts, stair lifts or ramps.
41. **Infant Formula** not administered through a tube as the sole source of nutrition for the Covered Person.
42. **Infertility Treatment:**
 - Surgical reversal of a sterilized state which was a result of a previous surgery.

This exclusion does not apply to services required to treat or correct underlying causes of infertility where such services cure the condition, slow the harm to, alleviate the symptoms, or maintain the current health status of the Covered Person.
43. **Intoxication:** Injury that occurs while the Covered Person is driving under the influence of an intoxicant or has a blood alcohol level that would meet or exceed the definition of intoxication as set forth in the state where the Illness, Injury or Accident occurred. The Plan shall enforce this exclusion based upon available reasonable information.
44. **Lamaze Classes** or other Child birth classes.
45. **Liposuction** regardless of purpose.
46. **Low Vision Enhancement System (LVES):** Charges associated with LVES.
47. **Maintenance Therapy:** Such services are excluded if, based on medical evidence, treatment or continued treatment could not be expected to resolve or improve the condition, or that clinical evidence indicates that a plateau has been reached in terms of improvement from such services.
48. **Mammoplasty or Breast Augmentation** unless covered elsewhere in this SPD.
49. **Marriage Counseling.**
50. **Maximum Benefit.** Charges in excess of the Maximum Benefit allowed by the Plan.

51. **Military:** A military related Illness or Injury to a Covered Person on active military duty, unless payment is legally required.
52. **Nocturnal Enuresis Alarm** (Bed wetting).
53. **Non-Custom-Molded Shoe Inserts.**
54. **Non-Professional Care:** Medical or surgical care that is not performed according to generally accepted professional standards, or that is provided by a provider acting outside the scope of his or her license.
55. **Not Medically Necessary:** Services, supplies, treatment, facilities or equipment which the Plan determines are not Medically Necessary. Furthermore, this Plan excludes services, supplies, treatment, facilities or equipment which reliable scientific evidence has shown does not cure the condition, slow the degeneration/deterioration or harm attributable to the condition, alleviate the symptoms of the condition, or maintain the current health status of the Covered Person. See also Maintenance Therapy, above.
56. **Nutrition Counseling** unless covered elsewhere in this SPD.
57. **Nutritional Supplements, Vitamins and Electrolytes** except as listed under the Covered Benefits.
58. **Orthognathic, Prognathic and Maxillofacial Surgery** except as covered under Temporomandibular Joint Dysfunction.
59. **Over-The-Counter Medication, Products, Supplies or Devices** unless covered elsewhere in this SPD.
60. **Palliative Foot Care.**
61. **Panniculectomy / Abdominoplasty** unless determined by the Plan to be Medically Necessary.
62. **Personal Comfort:** Services or supplies for personal comfort or convenience, such as but not limited to private room, television, telephone and guest trays.
63. **Pharmacy Consultations.** Charges for or relating to consultative information provided by a pharmacist regarding a prescription order, including but not limited to information relating to dosage instruction, drug interactions, side effects, and the like.
64. **Prescription Medication** which is administered or dispensed as take home drugs as part of treatment while in the Hospital or at a medical facility and that require a Physician's Prescription.

(Covered Persons with a written Physician's Prescription who obtain medication from a pharmacy should refer to the Prescription Benefits section of this SPD for coverage).
65. **Reconstructive Surgery** when performed only to achieve a normal or nearly normal appearance and not to correct an underlying medical condition or impairment, as determined by the Plan, unless covered elsewhere in this SPD.
66. **Recreational Therapy** services or supplies provided by a recreational therapist.
67. **Return to Work / School:** Telephone or Internet consultations or completion of claim forms or forms necessary for the return to work or school.

68. **Reversal of Sterilization:** Procedures or treatments to reverse prior voluntary sterilization.
69. **Room and Board Fees** when surgery is performed other than at a Hospital or Surgical Center.
70. **Seasonal Affective Disorder.**
71. **Self-Administered Services** or procedures that can be done by the Covered Person without the presence of medical supervision.
72. **Self-Inflicted** unless due to a medical condition (physical or mental) or domestic violence.
73. **Services at no Charge or Cost:** Services which the Covered Person would not be obligated to pay in the absence of this Plan or which are available to the Covered Person at no cost, or which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense Code, or as required by law.
74. **Services** that should legally be provided by a school.
75. **Services Provided by a Close Relative.** See Glossary of Terms of this SPD for definition of Close Relative.
76. **Sex Therapy.**
77. **Sex Transformation:** Treatment, drugs, medicines, services and supplies for, or leading to, sex transformation surgery.
78. **Sexual Function:** Diagnostic Services, non-surgical and surgical procedures and Prescription drugs (unless covered under the Prescription Benefits Section in this SPD) in connection with treatment for male or female impotence.
79. **Standby Surgeon Charges.**
80. **Subrogation.** Charges for Illness or Injuries suffered by a Covered Person due to the action or inaction of any third party if the Covered Person fails to provide information as specified in the Subrogation section. See the Subrogation section for more information.
81. **Surrogate Parenting and Gestational Carrier Services.** Any services or supplies provided in connection with a surrogate parent, including pregnancy and maternity charges Incurred by a Covered Person acting as a surrogate parent.
82. **Telemedicine - Telephone or Internet Consultations.**
83. **Tobacco Addiction:** Diagnoses, services, treatment or supplies related to addiction to or dependency on nicotine unless covered elsewhere in this SPD.
84. **Transportation:** Transportation services which are solely for the convenience of the Covered Person, the Covered Person's Close Relative, or the Covered Person's Physician.
85. **Travel:** Travel costs, whether or not recommended or prescribed by a Physician, unless authorized in advance by the Plan.
86. **Treatment of speech, language, voice, communication and auditory processing disorder in a group setting.**
87. **Vision Care** unless covered elsewhere in this SPD.

88. **Vitamins, Minerals and Supplements**, even if prescribed by a Physician, except for Vitamin B-12 injections and IV iron therapy that are prescribed by a Physician for Medically Necessary purposes.
89. **Vocational Services:** Vocational and educational services rendered primarily for training or education purposes. This Plan also excludes work hardening, work conditioning and industrial rehabilitation services rendered for Injury prevention education or return-to-work programs.
90. **Weekend Admissions** to Hospital confinement (admission taking place after 3:00 p.m. on Friday or before noon on Sunday) are not eligible for reimbursement under the Plan, unless the admission is deemed an Emergency, or for care related to pregnancy that is expected to result in childbirth.
91. **Weight Control:** Treatment, services or surgery for weight control, whether or not prescribed by a Physician or associated with an Illness, except as specifically stated for preventive counseling. This does not include specific services for Morbid Obesity as listed in the Covered Medical Benefits section of this SPD.
92. **Wigs, Toupees, Hairpieces, Hair Implants or Transplants or Hair Weaving**, or any similar item for replacement of hair regardless of the cause of hair loss unless covered elsewhere in this SPD.
93. **Worker's Compensation:** An Illness or Injury arising out of or in the course of any employment for wage or profit, not including self-employment, for which the Covered Person was or could have been entitled to benefits under any Worker's Compensation, U.S. Longshoremen and Harbor Worker's or other occupational disease legislation, policy or contract, whether or not such policy or contract is actually in force.
94. **Wrong Surgeries:** Additional costs and/or care related to wrong surgeries. Wrong surgeries include, but are not limited to, surgery performed on the wrong body part, surgery performed on the wrong person, objects left in patients after surgery, etc.

The Plan does not limit a Covered Person's right to choose his or her own medical care. If a medical expense is not a covered benefit, or is subject to a limitation or exclusion, a Covered Person still has the right and privilege to receive such medical service or supply at the Covered Person's own personal expense.

CLAIMS AND APPEAL PROCEDURES

REASONABLE AND CONSISTENT CLAIMS PROCEDURES

The Plan's claims procedures are designed to ensure and verify that claim determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

Pre-Determination

A Pre-Determination is a determination of benefits by the Claims Administrator, on behalf of the Plan, prior to services being provided. Although not required by the Plan, a Covered Person or provider may voluntarily request a Pre-Determination. A Pre-Determination informs individuals whether, and under which circumstances, a procedure or service is generally a covered benefit under the Plan. Covered Persons or providers may wish to request a Pre-Determination before incurring medical expenses. A Pre-Determination is not a claim and therefore cannot be appealed. A Pre-Determination that a procedure or service may be covered under the Plan does not guarantee the Plan will ultimately pay the claim. All Plan terms and conditions will still be applied when determining whether a claim is payable under the Plan.

TYPE OF CLAIMS AND DEFINITIONS

- **Pre-Service Claim needing Pre-Authorization as required by the Plan and stated in this SPD.** This is a claim for a benefit where the Covered Person is required to get approval from the Plan **before** obtaining the medical care such as in the case of Pre-Authorization of health care items or service that the Plan requires. If a Covered Person or provider calls the Plan just to find out if a claim will be covered, that is not a Pre-Service Claim, unless the Plan and this SPD specifically require the person to call for Pre-Authorization (See Pre-Determination above). Giving Pre-Authorization does not guarantee that the Plan will ultimately pay the claim.

Note that this Plan does not require Pre-Authorization for urgent or Emergency care claims, however Covered Persons may be required to notify the Plan following stabilization. Please refer to the Care Management section of this SPD for more details. A condition is considered to be an urgent or Emergency care situation when a sudden and serious condition such that a Prudent Layperson could expect the patient's life would be jeopardized, the patient would suffer severe pain, or serious impairment of his or her bodily functions would result unless immediate medical care is rendered. Examples of an urgent or Emergency care situation may include, but are not limited to: chest pain; hemorrhaging; syncope; fever equal to or greater than 103° F; presence of a foreign body in the throat, eye, or internal cavity; or a severe allergic reaction.

- **Post-Service Claim** means a claim that involves payment for the cost of health care that has already been provided.
- **Concurrent Care Claim** means that an ongoing course of treatment to be provided over a period of time or for a specified number of treatments has been approved by the Plan.

PERSONAL REPRESENTATIVE

Personal Representative means a person (or provider) who can contact the Plan on the Covered Person's behalf to help with claims, appeals or other benefit issues. Minor Dependents must have the signature of a parent or Legal Guardian in order to appoint a third party as a Personal Representative.

If a Covered Person chooses to use a Personal Representative, the Covered Person must submit proper documentation to the Plan stating the following: The name of the Personal Representative, the date and duration of the appointment and any other pertinent information. In addition, the Covered Person must agree to grant their Personal Representative access to their Protected Health Information. The Covered Person should contact the Claim Administrator to obtain the proper forms. All forms must be signed by the Covered Person in order to be considered official.

PROCEDURES FOR SUBMITTING CLAIMS

Most providers will accept assignment and coordinate payment directly with the Plan on the Covered Person's behalf. If the provider will not accept assignment or coordinate payment directly with the Plan, then the Covered Person will need to send the claim to the Plan within the timelines discussed below in order to receive reimbursement. The address for submitting medical claims is on the back of the group health identification card.

Covered Persons who receive services in a country other than the United States are responsible for ensuring the provider is paid. If the provider will not coordinate payment directly with the Plan, the Covered Person will need to pay the claim up front and then submit the claim to the Plan for reimbursement. The Plan will reimburse Covered Persons for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Covered Person paid the claim, or on the date of service if paid date is not known.

A complete claim must be submitted in writing and should include the following information:

- Covered Person/patient ID number, name, sex, date of birth, Social Security number, address, and relationship to Retiree
- Authorized signature from the Covered Person
- Diagnosis
- Date of service
- Place of service
- Procedures, services or supplies (narrative description)
- Charges for each listed service
- Number of days or units
- Patient account number (if applicable)
- Total billed charges
- Provider billing name, address, telephone number
- Provider Taxpayer Identification Number (TIN)
- Signature of provider
- Billing provider
- Any information on other insurance (if applicable)
- Whether the patient's condition is related to employment, auto accident, or other accident (if applicable)
- Assignment of benefits (if applicable)

TIMELY FILING

Covered Persons are responsible for ensuring that complete claims are submitted to the Third Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. Where Medicare or Medicaid paid as primary in error, the timely filing requirement may be increased to three years from the date of service. A Veteran's Administration Hospital has six years from the date of service to submit the claim. A complete claim means that the Plan has all information that is necessary to process the claim. Claims received after the timely filing period will not be allowed.

INCORRECTLY FILED CLAIMS (Applies to Pre-Service Claims only)

If a Covered Person or Personal Representative attempts to, but does not properly follow the Plan's procedures for requesting Pre-Authorization, the Plan will notify the person to explain proper procedures within five calendar days following receipt of a Pre-Service claim request. The notice will usually be oral, unless written notice is requested by the Covered Person or Personal Representative.

HOW HEALTH BENEFITS ARE CALCULATED

When UMR receives a claim for services that have been provided to a Covered Person, it will determine if the service is a covered benefit under this group health Plan. If it is not a covered benefit, the claim will be denied and the Covered Person will be responsible for paying the provider for these costs. If it is a covered benefit, UMR will establish the allowable payment amount for that service, in accordance with the provisions of this SPD.

Claims for covered benefits are paid according to an established fee schedule, a Negotiated Rate for certain services, or as a percentage of the Usual and Customary fees.

Fee Schedule: Generally, providers are paid the lesser of the billed amount or the maximum fee schedule for the particular covered service, minus any Deductible, Plan Participation rate, Co-pay or penalties that the Covered Person is responsible for paying. Where a network contract is in place, the network contract determines the Plan's allowable charge used in the calculation of the payable benefit.

Negotiated Rate: On occasion, UMR will negotiate a payment rate with a provider for a particular covered service such as transplant services, Durable Medical Equipment, Extended Care Facility treatment or other services. The Negotiated Rate is what the Plan will pay to the provider, minus any Co-pay, Deductible, Plan Participation rate or penalties that the Covered Person is responsible for paying. Where a network contract is in place, the network contract determines the Plan's Negotiated Rate.

Usual and Customary (U&C) is the amount that is usually charged by health care providers in the same geographical area (or greater area, if necessary) for the same services, treatment or materials. An industry fee file is used to determine U&C fee allowances. Refer to the U&C level being allowed by the Centers for Medicare and Medicaid Services on the Provider Network provision, see surgery and assistant surgeon under the Covered Benefits for exceptions related to multiple procedures. As it relates to charges made by a network provider, the term Usual and Customary means the Negotiated Rate as contractually agreed to by the provider and network (see above). A global package includes the services that are a necessary part of a procedure. For individual services that are part of a global package, it is customary for the individual services not to be billed separately. A separate charge will not be allowed under the Plan.

NOTIFICATION OF BENEFIT DETERMINATION

If a claim is submitted by a Covered Person or a provider on behalf of a Covered Person and the Plan does not completely cover the charges, the Covered Person will receive an Explanation of Benefits (EOB) form that will explain how much the Plan paid toward the claim, and how much of the claim is the Covered Person's responsibility due to cost-sharing obligations, non-covered benefits, penalties or other Plan provisions. Please check the information on each EOB form to make sure the services charged were actually received from the provider and that the information appears correct. For any questions or concerns about the EOB form, call the Plan at the number listed on the EOB or on the back of the group health identification card. The provider will receive a similar form on each claim that is submitted.

TIMELINES FOR INITIAL BENEFIT DETERMINATION

UMR will process claims within the following timelines, although the Covered Person may voluntarily extend these timelines:

- **Pre-Service Claim:** A decision will be made within 15 calendar days following receipt of a claim request, but the Plan can have an extra 15-day extension, when necessary for reasons beyond the control of the Plan, if written notice is given to the Covered Person within the original 15-day period.
- **Post-Service Claims:** Claims will be processed within 30 calendar days, but the Plan can have an additional 15-day extension, when necessary for reasons beyond the control of the Plan, if written notice is provided to the Covered Person within the original 30-day period.
- **Concurrent Care Claims:** If the Plan is reducing or terminating benefits before the end of the previously approved course of treatment, the Plan will notify the Covered Person prior to the treatment authorization ending or being reduced.
- **Emergency and/or Urgent Care Claim:** The Plan will notify a Covered Person or provider of a benefit determination (whether adverse or not) with respect to a claim involving Emergency or Urgent Care as soon as possible, taking into account the medical necessity, but not later than 72 hours after the receipt of the claim by the Plan.

A claim is considered to be filed when the claim for benefits has been submitted to UMR for formal consideration under the terms of this Plan.

CIRCUMSTANCES CAUSING LOSS OR DENIAL OF PLAN BENEFITS

Claims can be denied for any of the following reasons:

- Termination of Your employment.
- Covered Person is no longer eligible for coverage under the health Plan.
- Charges Incurred prior to the Covered Person's Effective Date or following termination of coverage.
- Covered Person reached the Maximum Benefit under this Plan.
- Amendment of group health Plan.
- Termination of the group health Plan.
- Retiree, Dependent or provider did not respond to a request for additional information needed to process the claim or appeal.
- Application of Coordination of Benefits.
- Enforcement of subrogation.
- Services are not a covered benefit under this Plan.
- Services are not considered Medically Necessary.
- Failure to comply with Pre-Authorization requirements before receiving services.
- Misuse of the Plan identification card or other fraud.
- Failure to pay premiums if required.
- Retiree or Dependent is responsible for charges due to Deductible, Plan Participation obligations or penalties.
- Application of the Usual and Customary fee limits, fee schedule or Negotiated Rates.
- Incomplete or inaccurate claim submission.
- Application of utilization review.
- Experimental or Investigational procedure.
- Other reasons as stated elsewhere in this SPD.

ADVERSE BENEFIT DETERMINATION (DENIED CLAIMS)

Adverse Benefit Determination means a denial, reduction or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

If a claim is being denied in whole or in part, and the Covered Person will owe any amount to the provider, the Covered Person will receive an initial claim denial notice, usually referred to as an Explanation of Benefits (EOB) form, within the timelines described above. The EOB form will:

- Explain the specific reasons for the denial.
- Provide a specific reference to pertinent Plan provisions on which the denial was based.
- Provide a description of any material or information that is necessary for the Covered Person to perfect the claim, along with an explanation of why such material or information is necessary, if applicable.
- Provide appropriate information as to the steps the Covered Person can take to submit the claim for appeal (review).
- If an internal rule or guideline was relied upon, or if the denial was based on Medical Necessity or Experimental treatment, the Plan will notify the Covered Person of that fact. The Covered Person has the right to request a copy of the rule/guideline or clinical criteria that was relied upon, and such information will be provided free of charge.

APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS

If a Covered Person disagrees with the denial of a claim or a rescission of coverage determination, the Covered Person or his/her Personal Representative can request that the Plan review its initial determination by submitting a written request to the Plan as described below. An appeal filed by a provider on the Covered Person's behalf is not considered an appeal under the Plan unless the provider is a Personal Representative.

First Level of Appeal: This is a **mandatory** appeal level. The Covered Person must exhaust the following internal procedures before any outside action is taken.

- The Covered Person must file the appeal within 180 days of the date he or she received the EOB form from the Plan showing that the claim was denied. The Plan will assume the Covered Person received the EOB form seven days after the Plan mailed the EOB form.
- Covered Persons or their Personal Representative will be allowed reasonable access to review or copy pertinent documents, at no charge.
- Covered Persons may submit written comments, documents, records and other information relating to the claim to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The review will take into account all comments, documents, records and other information submitted that relates to the claim. This would include comments, documents, records and other information that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision and are not under the supervision of the person who originally denied the claim.
- If the benefit denial was based in whole or in part on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision, nor be supervised by the health care professional who was involved. If the Plan has obtained medical or vocational experts in connection with the claim, they will be identified upon the Covered Person's request, regardless of whether the Plan relies on their advice in making any benefit determinations.

- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to the Covered Person. The notification will provide the Covered Person with the information outlined under the “Adverse Benefit Determination” section above. It will also notify the Covered Person of his or her right to file suit under ERISA after he or she has completed all mandatory appeal levels described in this SPD.

Second Level of Appeal: This is a **voluntary** appeal level. The Covered Person is not required to follow this internal procedure before taking outside legal action.

- Covered Persons who are not satisfied with the decision following the first appeal have the right to appeal the denial a second time.
- The Covered Person or his or her Personal Representative must submit a written request for a second review within 60 calendar days following the date he or she received the Plan’s decision regarding the first appeal. The Plan will assume that the Covered Person received the determination letter regarding the first appeal seven days after the Plan sent the determination letter.
- Covered Persons may submit written comments, documents, records and other pertinent information to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a second review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The second review will take into account all comments, documents, records and other information submitted that relates to the claim that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision or the first appeal, and are not under the supervision of those individuals.
- If the benefit denial was based in whole or in part on a medical judgment, the Plan will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved in the original denial decision or first appeal, nor be supervised by the health care professional who was involved. If the Plan has obtained medical or vocational experts in connection with the claim, they will be identified upon the Covered Person’s request, regardless of whether the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, the Covered Person will receive written notification letting him or her know if the claim is being approved or denied. In the event of new or additional evidence, or any new rationale relied upon during the appeal process in connection with a claim that is being appealed, the Plan will automatically provide the relevant information to the Covered Person. The notification will provide the Covered Person with the information outlined under the “Adverse Benefit Determination” section above. It will also notify the Covered Person of his or her right to file suit under ERISA after he or she has completed all mandatory appeal levels described in this SPD.

Regarding the above voluntary appeal level, the Plan agrees that any statutory limitations that are applicable to pursuing the claim in court will be put on hold during the period of this voluntary appeal process. The voluntary appeal process is available only after the Covered Person has followed the mandatory appeal level as required above. This Plan also agrees that it will not charge the Covered Person a fee for going through the voluntary appeal process, and it will not assert a failure to exhaust administrative remedies if a Covered Person elects to pursue a claim in court before following this voluntary appeal process. A Covered Person’s decision about whether to submit a benefit dispute through this voluntary appeal level will have no effect on their rights to any other benefits under the Plan. For any questions regarding the voluntary level of appeal including applicable rules, a Covered Person’s right to representation (Personal Representative) or other details, please contact the Plan. Refer to the ERISA Statement of Rights section of this SPD for details on a Covered Person’s additional rights to challenge the benefit decision under section 502(a) of ERISA.

Appeals should be sent within the prescribed time period as stated above to the following address(es):

This Plan contracts with various companies to administer different parts of this Plan. Covered Persons who want to appeal a decision or a claim determination that one of these companies made, should send appeals directly to the company that made the decision being appealed. The names and addresses of the companies that the Plan contracts include:

Send Post-Service Claim Medical appeals to:
UMR
CLAIMS APPEAL UNIT
PO BOX 30546
SALT LAKE CITY UT 84130-0546

Send Pre-Service Claim Medical appeals to:
UHC APPEALS - UMR
PO BOX 400046
SAN ANTONIO TX 78229

Send Vision appeals to:
SPECTERA, INC. CLAIMS DEPARTMENT
PO BOX 30978
SALT LAKE CITY UT 84130

Appeals regarding ANY Medical Management decisions or Referral Appeals should be sent to:
CLAIM APPEALS
COORDINATED HEALTH/CARE
1215 POLARIS PKWY STE 229
COLUMBUS OH 43240-2037

Send Pharmacy appeals to:
EXPRESS SCRIPTS
ATTN: PHARMACY APPEALS
6625 WEST 78TH STREET
MAIL ROUTE BL0390
BLOOMINGTON, MN 55439
PHONE: 1-888-804-7613

TIME PERIODS FOR MAKING DECISION ON APPEALS

After reviewing a claim that has been appealed, the Plan will notify the Covered Person of its decision within the following timeframes, although Covered Persons may voluntarily extend these timelines. In addition, if any new or additional evidence is relied upon or generated during the determination of the appeal, the Plan will provide it to You free of charge and sufficiently in advance of the due date of the response to the Adverse Benefit Determination.

The timelines below will only apply to the mandatory appeal level. The voluntary appeal level will not be subject to specific timelines.

- Pre-Service Claim: Within a reasonable period of time appropriate to the medical circumstances but no later than 30 calendar days after the Plan receives the request for review.
- Post-Service Claim: Within a reasonable period of time but no later than 60 calendar days after the Plan receives the request for review.
- Concurrent Care Claims: Before treatment ends or is reduced.

LEGAL ACTIONS FOLLOWING APPEALS

After completing all mandatory appeal levels through this Plan, Covered Persons have the right to further appeal Adverse Benefit Determinations by bringing a civil action under the Employee Retirement Income Security Act (ERISA). Please refer to the ERISA Statement of Rights section of this SPD for more details. **No such action may be filed against the Plan after three years from the date the Plan gives the Covered Person a final determination on their appeal.**

PHYSICAL EXAMINATION AND AUTOPSY

The Plan may require that a Covered Person have a physical examination, at the Plan's expense, as often as is necessary to settle a claim. In the case of death, the Plan may require an autopsy unless forbidden by law.

RIGHT TO REQUEST OVERPAYMENTS

The Plan reserves the right to recover any payments made by the Plan that were:

- Made in error; or
- Made after the date the person should have been terminated under this Plan; or
- Made to any Covered Person or any party on a Covered Person's behalf where the Plan Sponsor determines the payment to the Covered Person or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against Covered Persons if the Plan has paid them or any other party on their behalf.

FRAUD

Fraud is a crime that can be prosecuted. Any Covered Person who willfully and knowingly engages in an activity intended to defraud the Plan is guilty of fraud. The Plan will utilize all means necessary to support fraud detection and investigation. It is a crime for a Covered Person to file a claim containing any false, incomplete or misleading information with intent to injure, defraud or deceive the Plan. In addition, it is a fraudulent act when a Covered Person willfully and knowingly fails to notify the Plan regarding an event that effects eligibility for a Covered Person. Notification requirements are outlined in this SPD and other Plan materials. Please read them carefully and refer to all Plan materials that You receive (i.e., COBRA notices). A few examples of events that require Plan notification would be divorce, Dependent aging out of the Plan, and enrollment in other group health coverage while on COBRA (please note that the examples listed are not all inclusive).

These actions will result in denial of the Covered Person's claim or termination from the Plan, and are subject to prosecution and punishment to the full extent under state and/or federal law.

Covered Persons must:

- File accurate claims. If someone else - such as Your spouse or another family member - files claims on the Covered Person's behalf, the Covered Person should review the form before signing it;
- Review the Explanation of Benefits (EOB) form. Make certain that benefits have been paid correctly based on your knowledge of the expenses Incurred and the services rendered;
- Never allow another person to seek medical treatment under your identity. If your Plan identification card is lost, report the loss to the Plan immediately; and
- Provide complete and accurate information on claim forms and any other forms. Answer all questions to the best of your knowledge.
- Notify the Plan when an event occurs that affects a Covered Person's eligibility.

To maintain the integrity of this Plan, Covered Persons are encouraged to notify the Plan whenever a provider:

- Bills for services or treatment that have never been received; or
- Asks a Covered Person to sign a blank claim form; or
- Asks a Covered Person to undergo tests that the Covered Person feels are not needed.

Covered Persons concerned about any of the charges that appear on a bill or EOB form, or who know of or suspect any illegal activity, should call the toll-free hotline 1-800-356-5803. All calls are strictly confidential.

OTHER FEDERAL PROVISIONS

This group health Plan also complies with the provisions of the:

- Mental Health Parity Act.
- The Americans with Disabilities Act, as amended.
- Women's Health and Cancer Rights Act of 1998 regarding breast reconstruction following a mastectomy.
- Pediatric Vaccines regulation, whereby an employer will not reduce its coverage for pediatric vaccines below the coverage it provided as of May 1, 1993.
- Coverage of Dependent Children in cases of adoption or Placement for Adoption as required by ERISA.
- Medicare Secondary Payer regulations, as amended.
- TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.
- The Genetic Information Non-discrimination Act (GINA).

HIPAA ADMINISTRATIVE SIMPLIFICATION MEDICAL PRIVACY AND SECURITY PROVISION

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION UNDER HIPAA PRIVACY AND SECURITY REGULATIONS

This Plan will Use a Covered Person's Protected Health Information (PHI) to the extent of and in accordance with the Uses and Disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, this Plan will Use and Disclose a Covered Person's PHI for purposes related to health care Treatment, Payment for health care and Health Care Operations. Additionally, this Plan will Use and Disclose a Covered Person's PHI as required by law and as permitted by authorization. This section establishes the terms under which the Plan may share a Covered Person's PHI with the Plan Sponsor, and limits the Uses and Disclosures that the Plan Sponsor may make of a Covered Person's PHI.

This Plan shall Disclose a Covered Person's PHI to the Plan Sponsor only to the extent necessary for the purposes of the administrative functions of Treatment, Payment for health care or Health Care Operations.

The Plan Sponsor shall Use and/or Disclose a Covered Person's PHI only to the extent necessary for the administrative functions of Treatment, Payment for health care or Health Care Operations which it performs on behalf of this Plan.

This Plan agrees that it will only Disclose a Covered Person's PHI to the Plan Sponsor upon receipt of a certification from the Plan Sponsor that the terms of this section have been adopted and that the Plan Sponsor agrees to abide by these terms.

The Plan Sponsor is subject to all of the following restrictions that apply to the Use and Disclosure of a Covered Person's PHI:

- The Plan Sponsor will only Use and Disclose a Covered Person's PHI (including Electronic PHI) for Plan Administrative Functions, as required by law or as permitted under the HIPAA regulations. This Plan's Notice of Privacy Practices also contains more information about permitted Uses and Disclosures of PHI under HIPAA;
- The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide a Covered Person's PHI to agree to the same restrictions and conditions imposed on the Plan Sponsor with regard to a Covered Person's PHI;
- The Plan Sponsor will ensure that each of its subcontractors or agents to whom the Plan Sponsor may provide Electronic PHI to agree to implement reasonable and appropriate security measures to protect Electronic PHI;
- The Plan Sponsor will not Use or Disclose PHI for employment-related actions and decisions or in connection with any other of the Plan Sponsor's benefits or Retiree benefit plans;
- The Plan Sponsor will promptly report to this Plan any breach or impermissible or improper Use or Disclosure of PHI not authorized by the Plan documents;
- The Plan Sponsor will report to the Plan any breach or security incident with respect to Electronic PHI of which Plan Sponsor becomes aware;

- The Plan Sponsor and the Plan will not use genetic information for underwriting purposes. For example, underwriting purposes shall include determining eligibility, coverage, or payment under the Plan, with the exception of determining medical appropriateness of a treatment.
- The Plan Sponsor will allow a Covered Person or this Plan to inspect and copy any PHI about the Covered Person contained in the Designated Record Set that is in the Plan Sponsor's custody or control. The HIPAA Privacy Regulations set forth the rules that the Covered Person and the Plan must follow and also sets forth exceptions;
- The Plan Sponsor will amend or correct, or make available to the Plan to amend or correct, any portion of the Covered Person's PHI contained in the Designated Record Set to the extent permitted or required under the HIPAA Privacy Regulations;
- The Plan Sponsor will keep a Disclosure log for certain types of Disclosures set forth in the HIPAA Regulations. Covered Persons have a right to see the Disclosure log. The Plan Sponsor does not have to maintain a log if Disclosures are for certain Plan-related purposes such as Payment of benefits or Health Care Operations;
- The Plan Sponsor will make its internal practices, books and records relating to the Use and Disclosure of a Covered Person's PHI available to this Plan and to the Department of Health and Human Services or its designee for the purpose of determining this Plan's compliance with HIPAA;
- The Plan Sponsor must, if feasible, return to this Plan or destroy all of a Covered Person's PHI that the Plan Sponsor received from or on behalf of this Plan when the Plan Sponsor no longer needs the Covered Person's PHI to administer this Plan. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further Uses and Disclosures to the purposes that make the return or destruction infeasible;
- The Plan Sponsor will provide that adequate separation exists between this Plan and the Plan Sponsor so that a Covered Person's PHI (including Electronic PHI) will be used only for the purpose of plan administration; and
- The Plan Sponsor will use reasonable efforts to request only the minimum necessary type and amount of a Covered Person's PHI to carry out functions for which the information is requested.

The following Retirees, classes of Retirees or other workforce members under the control of the Plan Sponsor may be given access to a Covered Person's PHI for Plan Administrative Functions that the Plan Sponsor performs on behalf of the Plan as set forth in this section:

Vice President of Human Resources, Benefit Manager, Benefit Specialist, Human Resources Counsel, Director of Benefits, Members of the Benefits Committee

This list includes every Retiree, class of Retirees or other workforce members under the control of the Plan Sponsor who may receive a Covered Person's PHI. If any of these Retirees or workforce members Use or Disclose a Covered Person's PHI in violation of the terms set forth in this section, the Retirees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Sponsor becomes aware of any such violations, the Plan Sponsor will promptly report the violation to this Plan and will cooperate with the Plan to correct the violation, to impose the appropriate sanctions and to mitigate any harmful effects to the Covered Person.

DEFINITIONS

Administrative Simplification is the section of the law that addresses electronic transactions, privacy and security. The goals are to:

- Improve efficiency and effectiveness of the health care system;
- Standardize electronic data interchange of certain administrative transactions;
- Safeguard security and privacy of Protected Health Information;
- Improve efficiency to compile/analyze data, audit, and detect fraud; and
- Improve the Medicare and Medicaid programs.

Business Associate (BA) in relationship to a Covered Entity (CE) means a BA is a person to whom the CE discloses Protected Health Information (PHI) so that a person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the CE. This includes contractors or other persons who receive PHI from the CE (or from another business partner of the CE) for the purposes described in the previous sentence, including lawyers, auditors, consultants, Third Party Administrators, health care clearinghouses, data processing firms, billing firms and other Covered Entities. This excludes persons who are within the CE's workforce.

Covered Entity (CE) is one of the following: a health plan, a health care clearinghouse or a health care provider who transmits any health information in connection with a transaction covered by this law.

Designated Record Set means a set of records maintained by or for a Covered Entity that includes a Covered Persons' PHI. This includes medical records, billing records, enrollment, Payment, claims adjudication and case management record systems maintained by or for this Plan. This also includes records used to make decisions about Covered Persons. This record set must be maintained for a minimum of 6 years.

Disclose or Disclosure is the release or divulgence of information by an entity to persons or organizations outside that entity.

Electronic Protected Health Information (Electronic PHI) is Individually Identifiable Health Information that is transmitted by electronic media or maintained in electronic media. It is a subset of Protected Health Information.

Health Care Operations are general administrative and business functions necessary for the CE to remain a viable business. These activities include:

- Conducting quality assessment and improvement activities;
- Reviewing the competence or qualifications and accrediting/licensing of health care professional plans;
- Evaluating health care professional and health plan performance;
- Training future health care professionals;
- Insurance activities relating to the renewal of a contract for insurance;
- Conducting or arranging for medical review and auditing services;
- Compiling and analyzing information in anticipation of or for use in a civil or criminal legal proceeding;
- Population-based activities related to improving health or reducing health care costs, protocol development, case management and care coordination;
- Contacting of health care providers and patients with information about Treatment alternatives and related functions that do not entail direct patient care; and
- Activities related to the creation, renewal or replacement of a contract for health insurance or health benefits, as well as ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss and excess of loss insurance).

Individually Identifiable Health Information is information that is a subset of health information, including demographic information collected from a Covered Person, and that:

- Is created by or received from a Covered Entity;
- Relates to the past, present or future physical or mental health or condition of a Covered Person, the provision of health care or the past, present or future Payment for the provision of health care; and
- Identifies the Covered Person or with respect to which there is reasonable basis to believe the information can be used to identify the Covered Person.

Payment means the activities of the health plan or a Business Associate, including the actual Payment under the policy or contract; and a health care provider or its Business Associate that obtains reimbursement for the provision of health care.

Plan Sponsor means Your employer.

Plan Administrative Functions means administrative functions of Payment or Health Care Operations performed by the Plan Sponsor on behalf of the Plan including quality assurance, claims processing, auditing and monitoring.

Privacy Official is the individual who provides oversight of compliance with all policies and procedures related to the protection of PHI and federal and state regulations related to a Covered Person's privacy.

Protected Health Information (PHI) is Individually Identifiable Health Information transmitted or maintained by a Covered Entity in written, electronic or oral form. PHI includes Electronic PHI.

Treatment is the provision of health care by, or the coordination of health care (including health care management of the individual through risk assessment, case management and disease management) among, health care providers; the referral of a patient from one provider to another; or the coordination of health care or other services among health care providers and third parties authorized by the health plan or the individual.

Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

STATEMENT OF ERISA RIGHTS

Under the Employee Retirement Income Security Act of 1974 (ERISA), all Covered Persons shall have the right to:

RECEIVE INFORMATION ABOUT PLAN AND BENEFITS

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as at work sites) all documents governing the Plan, including insurance contracts, collective bargaining agreements if applicable, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. No charge will be made for examining the documents at the Plan Administrator's principal office.
- Obtain, upon written request to the Plan Administrator, copies of documents that govern the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

CONTINUE GROUP HEALTH COVERAGE

Covered Persons have the right to continue health care coverage if there is a loss of coverage under the Plan as a result of a COBRA qualifying event. You or Your Dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing COBRA continuation coverage rights.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Covered Persons, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate this Plan, called "Fiduciaries" of this Plan, have a duty to do so prudently and in the interest of all Plan participants.

NO DISCRIMINATION

No one may terminate Your employment or otherwise discriminate against You or Your covered Dependents in any way to prevent You or Your Dependents from obtaining a benefit or exercising rights provided to Covered Persons under ERISA.

ENFORCING COVERED PERSON'S RIGHTS

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

Under ERISA, there are steps an Retiree can take to enforce the above rights. For instance, if a Covered Person requests a copy of the Plan documents or the latest annual report from the Plan and does not receive them within thirty (30) days, the Covered Person may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Covered Person up to \$110 a day until the materials are received, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If a claim for benefits is denied or ignored, in whole or in part, the Covered Person may file suit in a state or federal court. In addition, if a Covered Person disagrees with the Plan's decision or lack thereof concerning the qualified status of a medical Child support order, the Covered Person may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if a Covered Person is discriminated against for asserting his or her rights, the Covered Person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Covered Person is successful, the court may order the person sued to pay these costs and fees. If the Covered Person loses, the court may order the Covered Person to pay these costs and fees (for example, if it finds the claim to be frivolous).

ASSISTANCE WITH QUESTIONS

If there are any questions about this Plan, contact the Plan Administrator. For any questions about this statement or about a Covered Person's rights under ERISA, or for assistance in obtaining documents from the Plan Administrator, Covered Persons should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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. Covered Persons may also obtain certain publications about their rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

PLAN AMENDMENT AND TERMINATION INFORMATION

The Plan Sponsor fully intends to maintain this Plan indefinitely; however, the employer reserves the right to terminate, suspend or amend this Plan at any time, in whole or in part, including making modifications to the benefits under this Plan. No person or entity has any authority to make any oral change or amendments to this Plan. No agent or representative of this Plan will have the authority to legally change the Plan terms or SPD or waive any of its provisions, either purposefully or inadvertently. If a misstatement affects the existence of coverage, the true facts will be used in determining whether coverage is in force under the terms of this Plan and in what amount. The Plan Administrator will provide written notice to Covered Persons within 60 days following the adopted formal action that makes material reduction of benefits to the Plan, or may, in the alternative, furnish such notification through communications maintained by the Plan Sponsor or Plan Administrator at regular intervals no greater than 90 days.

COVERED PERSON'S RIGHTS IF PLAN IS AMENDED OR TERMINATED

If this Plan is amended, a Covered Person's rights are limited to Plan benefits in force at the time expenses are Incurred, whether or not the Covered Person has received written notification from the Plan Administrator that the Plan has been amended.

If this Plan is terminated, the rights of a Covered Person are limited to Covered Expenses Incurred before the Covered Person receives notice of termination. All claims Incurred prior to termination, but not submitted to either the Plan Sponsor or Third Party Administrator within 75 days of the Effective Date of termination of this Plan due to bankruptcy will be excluded from any benefit consideration.

The Plan will assume that the Covered Person received the written amendment or termination letter from the Plan Administrator five days after the letter is mailed.

No person will become entitled to any vested rights under this Plan.

DISTRIBUTION OF ASSETS UPON TERMINATION OF PLAN

Post tax contributions paid by COBRA beneficiaries and/or Retirees, if applicable, will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not inure to the benefit of the employer.

NO CONTRACT OF EMPLOYMENT

This Plan is not intended to be, and may not be construed as a contract of employment between any Covered Person and the employer.

GLOSSARY OF TERMS

Accident means an unexpected, unforeseen and unintended event that causes bodily harm or damage to the body.

Accredited Institution of Higher Education means, for the purposes of this Plan, a two-year or four-year degree-granting college or university or licensed trade school and which is accredited in the current publication of Accredited Institution of Higher Education.

Activities of Daily Living (ADL) means the following, with or without assistance: Bathing, dressing, toileting and associated personal hygiene; transferring (which is to move in and out of a bed, chair, wheelchair, tub or shower); mobility, eating (which is getting nourishment into the body by any means other than intravenous), and continence (which is voluntarily maintaining control of bowel and/or bladder function; in the event of incontinence, maintaining a reasonable level of personal hygiene).

Acupuncture means a technique used to deliver anesthesia or analgesia, or for treating condition of the body (when clinical efficacy has been established for treatment of such conditions) by passing long, thin needles through the skin.

Adverse Benefit Determination means a denial, reduction or termination of a benefit or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

Alternate Facility means a health care facility that is not a Hospital and that provides one or more of the following services on an Outpatient basis, as permitted by law:

- Surgical services;
- Emergency services; or
- Rehabilitative, laboratory, diagnostic or therapeutic services.

Ambulance Transportation means professional ground or air Ambulance Transportation in an Emergency situation or when deemed Medically Necessary, which is:

- To the closest facility most able to provide the specialized treatment required; and
- The most appropriate mode of transportation consistent with the well being of You or Your Dependent.

Ancillary Services means services rendered in connection with Inpatient or Outpatient care in a Hospital or in connection with a medical Emergency including the following: ambulance, anesthesiology, assistant surgeon, pathology and radiology. This term also includes services of the attending Physician or primary surgeon in the event of a medical Emergency.

Birth Center means a legally operating institution or facility which is licensed and equipped to provide immediate prenatal care, delivery and postpartum care to the pregnant individual under the direction and supervision of one or more Physicians specializing in obstetrics or gynecology or a certified nurse midwife. It must provide for 24 hour nursing care provided by registered nurses or certified nurse midwives.

Child (Children) means any of the following individuals with respect to a Retiree: a biological Children; Your stepchildren; Your adopted Children; Your legal ward; Children lawfully placed with You for adoption, a grandchild or a Child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the Child does not meet the definition of "Dependent").

Close Relative means a member of the immediate family. Immediate family includes You, Your spouse, mother, father, grandmother, grandfather, step parents, step grandparents, siblings, step siblings, half siblings, Children, step Children and grandchildren.

Co-pay is the amount a Covered Person must pay each time certain covered services are provided, as outlined on the Schedule of Benefits if applicable.

COBRA means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations. This law gives Covered Persons the right, under certain circumstances, to elect continuation coverage under the Plan when active coverage ends due to a Qualifying Event.

Common-Law Marriage is a partnership whereby two adult individuals are considered married because they have lived together for a certain period of time and who hold themselves to be married even without a license and a formal ceremony, and meet other applicable requirements of the state in which the Common-Law Marriage was established.

Cosmetic Treatment means medical or surgical procedures which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons.

Covered Expenses means any expense, or portion thereof, which is Incurred as a result of receiving a covered benefit under this Plan.

Covered Person means a Retiree or Dependent who is enrolled under this Plan.

Custodial Care means nonmedical care given to a Covered Person to administer medication and to assist with personal hygiene or other Activities of Daily Living rather than providing therapeutic treatment and services. Custodial Care services can be safely and adequately provided by persons who do not have the technical skills of a covered healthcare provider. Custodial Care also includes care when active medical treatment cannot be reasonably expected to reduce the disability or condition.

Deductible is the amount of Covered Expenses which must be paid by the Covered Person or the covered family before benefits are payable. The Schedule of Benefits shows the amount of the applicable Deductible (if any) and the health care benefits to which it applies.

Dependent – see Eligibility and Enrollment section of this SPD.

Developmental Delays are characterized by impairment in various areas of development such as social interaction skills, adaptive behavior and communication skills. Developmental Delays may not always have a history of birth trauma or other illness that could be causing the impairment such as a hearing problem, mental illness or other neurological symptoms or illness.

Durable Medical Equipment means equipment which meets all of the following criteria:

- Can withstand repeated use.
- Is primarily used to serve a medical purpose with respect to an illness or injury.
- Generally is not useful to a person in the absence of an illness or injury.
- Is appropriate for use in the Covered Person's home.

Effective Date means the first day of coverage under this Plan as defined in this SPD. The Covered Person's Effective Date may or may not be the same as their Enrollment Date, as Enrollment Date is defined in the Plan.

Emergency means a serious medical condition, with acute symptoms that require immediate care and treatment in order to avoid jeopardy to the life and health of the person.

Enrollment Date means:

- For anyone who applies for coverage when first eligible, the first day of the Waiting Period, whichever is earlier.
- For anyone who enrolls under the Special Enrollment Provision, or for Late Enrollees, the Enrollment Date is the first day coverage begins.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time and the applicable regulations.

Essential Health Benefits means any medical expense that falls under the following categories, as defined under the Patient Protection and Affordable Care Act; ambulatory patient services; Emergency services; Hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and Pediatric Services, including oral and vision care, if applicable.

Experimental, Investigational or Unproven means any drug, service, supply, care and/or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);
- Items that do not have strong research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (have not yet shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong research-based evidence is identified as peer-reviewed published data derived from multiple, large, human randomized controlled clinical trials OR at least one or more large controlled national multi-center population-based studies;
- Items based on anecdotal and Unproven evidence (literature consists only of case studies or uncontrolled trials), i.e., lacks scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;
- Items which have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care and/or treatment is accepted medical practice, however, lack of such approval will be a consideration in determining whether a drug, service, supply, care and/or treatment is considered Experimental, Investigational or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™ or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

Extended Care Facility includes, but is not limited to a skilled nursing, rehabilitation, convalescent or subacute facility. It is an institution or a designated part of one that is operating pursuant to the law for such an institution and is under the full time supervision of a Physician or registered nurse. In addition, the Plan requires that the facility: Provide 24 hour-a-day service to include skilled nursing care and Medically Necessary therapies for the recovery of health or physical strength; is not a place primarily for Custodial Care; requires compensation from its patients; admits patients only upon Physician orders; has an agreement to have a Physician's services available when needed; maintains adequate medical records for all patients; has a written transfer agreement with at least one Hospital and is licensed by the state in which it operates and provides the services under which the licensure applies.

FMLA means the Family and Medical Leave Act of 1993, as amended.

Full-Time Student or Student means a Student attending high school or an Accredited Institution of Higher Education. To be considered Full-Time Students, Dependents must attend at least 12 credits per semester or 9 credits per semester for graduate studies, or equivalent if the school operates on an alternative term basis. Alternatively, the Student must meet the accredited college or university's definition of Full-Time Student. Students attending a combination of accredited institutions and whose total combined attendance meets the requirements listed in this paragraph also will qualify as Full-Time Students. With respect to a licensed trade school, attendance requires enrollment in a 6 month or longer training program for at least 4 hours or more per day that awards a formal certification upon graduation and the school must be accredited by a national governing body.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the applicable regulations. This law gives special enrollment rights, prohibits discrimination, and protects privacy of protected health information among other things.

Home Health Care means a formal program of care and intermittent treatment that is: Performed in the home; and prescribed by a Physician; and intermittent care and treatment for the recovery of health or physical strength under an established plan of care; and prescribed in place of a Hospital or an Extended Care Facility or results in a shorter Hospital or Extended Care Facility stay; and organized, administered, and supervised by a Hospital or Qualified licensed providers under the medical direction of a Physician; and appropriate when it is not reasonable to expect the Covered Person to obtain medically indicated services or supplies outside the home.

For purposes of Home Health Care, nurse services means intermittent home nursing care by professional registered nurses or by licensed practical nurses. Intermittent means occasional or segmented care, i.e., care that is not provided on a continuous, non-interrupted basis.

Home Health Care Plan means a formal, written plan made by the Covered Person's attending Physician which is evaluated on a regular basis. It must state the diagnosis, certify that the Home Health Care is in place of Hospital confinement, and specify the type and extent of Home Health Care required for the treatment of the Covered Person.

Hospice Care means a health care program providing a coordinated set of services rendered at home, in Outpatient settings, or in Inpatient settings for Covered Persons suffering from a condition that has a terminal prognosis. Non-curative supportive care is provided through an interdisciplinary group of personnel. A hospice must meet the standards of the National Hospice Organization and applicable state licensing.

Hospice Care Provider means an agency or organization that has Hospice Care available 24 hours a day, seven days a week; is certified by Medicare as a Hospice Care Agency, and, if required, is licensed as such by the jurisdiction in which it is located. The provider may offer skilled nursing services; medical social worker services; psychological and dietary counseling; services of a Physician; physical or occupational therapist; home health aide services; pharmacy services; and Durable Medical Equipment.

Hospital means:

- A facility that is a licensed institution authorized to operate as a Hospital by the state in which it is operating; and
- Provides diagnostic and therapeutic facilities for the surgical or medical diagnosis, treatment, and care of injured and sick persons at the patient's expense; and
- Has a staff of licensed Physicians available at all times; and
- It is accredited by a recognized Credentialing Entity approved by CMS and/or a state or federal agency or, if outside of the United States, is licensed or approved by the foreign government or an accreditation or licensing body working in that foreign country; and
- It continuously provides on-premises, 24-hour nursing service by or under the supervision of a registered nurse; and
- Is not a place primarily for maintenance or Custodial Care.

For purposes of this Plan, Hospital also includes Surgical Centers and Birthing Centers licensed by the state in which it operates. Hospital does not include services provided in facilities operating as residential treatment centers.

Illness means a bodily disorder, disease, physical or mental sickness, functional nervous disorder, pregnancy or complication of pregnancy. The term "Illness" when used in connection with a newborn Child includes, but is not limited to, congenital defects and birth abnormalities, including premature birth.

Incurred means the date the service or treatment is given, the supply is received or the facility is used, without regard to when the service, treatment, supply or facility is billed, charged or paid.

Independent Contractor means someone who signs an agreement with the employer as an Independent Contractor or an entity or individual who performs services to or on behalf of the employer who is not an Employee or an officer of the employer and who retains control over how the work gets done. The employer who hires the Independent Contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an Independent Contractor shall be made consistent with Section § 530 of the Internal Revenue Code.

Infertility Treatment means a member is considered infertile if he or she is unable to conceive or produce conception after 1 year of frequent, unprotected heterosexual sexual intercourse, or 6 months of frequent, unprotected heterosexual sexual intercourse if the female partner is over age 35 years.

Injury means a physical harm or disability to the body which is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. Injury does not include Illness or infection of a cut or wound.

Inpatient means a registered bed patient using and being charged for room and board at the Hospital or in a Hospital for 24 hours or more. A person is not an Inpatient on any day on which he or she is on leave or otherwise gone from the Hospital, whether or not a room and board charge is made.

Late Enrollee means a person who enrolls under this Plan other than on:

- The earliest date on which coverage can become effective under the terms of this Plan; or
- A special Enrollment Date for the person as defined by HIPAA.

Learning Disability means a group of disorders that results in significant difficulties in one or more of seven areas including: Basic reading skills, reading comprehension, oral expression, listening comprehension, written expression, mathematical calculation and mathematical reasoning. Specific learning disabilities are diagnosed when the individual's achievement on standardized tests in a given area is substantially below that expected for age, schooling and level of intelligence.

Legal Guardianship / Guardian means the individual is recognized by a court of law as having the duty of taking care of a person and managing the individual's property and rights.

Life-Threatening Disease or Condition means a condition that is likely to cause death within one year of the request for treatment.

Manipulation means the act, process, or instance of manipulating a body part by manual examination and treatment such as in the reduction of faulty structural relationships by manual means and/or the reduction of fractures or dislocations or the breaking down of adhesions.

Maximum Benefit means the maximum amount or the maximum number of days or treatments that are considered a Covered Expense by the Plan.

Medically Necessary / Medical Necessity means health care services provided for the purpose of preventing, evaluating, diagnosing or treating an Illness, Injury, mental illness, substance use disorder, condition, disease or its symptoms, that are all of the following as determined by us or our designee, within our sole discretion:

- In accordance with *Generally Accepted Standards of Medical Practice*; and
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for Your Illness, Injury, mental illness, substance use disorder, disease or its symptoms; and
- Not mainly for Your convenience or that of Your doctor or other health care provider; and
- Not more costly than an alternative drug, service(s) or supply that is at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of Your Illness, Injury, disease or symptoms.

The fact that a Physician has performed, prescribed, recommended, ordered, or approved a service, treatment plan, supply, medicine, equipment or facility, or that it is the only available procedure or treatment for a condition, does not, in itself, make the utilization of the service, treatment plan, supply, medicine, equipment or facility Medically Necessary.

Generally Accepted Standards of Medical Practice are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. We reserve the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within our sole discretion.

UnitedHealthcare Clinical Services develops and maintains clinical policies that describe the Generally Accepted Standards of Medical Practice scientific evidence, prevailing medical standards and clinical guidelines supporting our determinations regarding specific services. These clinical policies (as developed by UnitedHealthcare Clinical Services and revised from time to time), are available to Covered Persons by calling UMR at the telephone number on Your ID card, and to Physicians and other health care professionals on UnitedHealthcareOnline.com.

Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act as amended.

Mental Health Disorder means a disorder that is a clinically significant psychological syndrome associated with distress, dysfunction or Illness. The syndrome must represent a dysfunctional response to a situation or event that exposes the Covered Person to an increased risk of pain, suffering, conflict, Illness, or death.

Morbid Obesity means a Body Mass Index (BMI) that is greater than or equal to 40 kg/m². If there are serious (life-threatening) medical condition(s) exacerbated by, or caused by obesity not controlled despite maximum medical therapy and patient compliance with medical treatment plan, a BMI greater than or equal to 35 kg/m² is applied. Morbid Obesity for a Covered Person who is less than 19 years of age means a BMI that falls above the 95th percentile on the growth chart.

Multiple Surgical Procedures means when more than one surgical procedure is performed during the same period of anesthesia.

Negotiated Rate means the amount that providers have contracted to accept a payment in full for Covered Expenses of the Plan.

Non-Essential Health Benefits means any medical benefit that is not an Essential Health Benefit. Please refer to the Essential Health Benefits definition.

Orthognathic Condition means a skeletal mismatch of the jaw (such as when one jaw is too large or too small, too far forward or too far back). An Orthognathic Condition may cause overbite, underbite, or open bite. Orthognathic surgery may be performed to correct skeletal mismatches of the jaw.

Orthotic Appliances means braces, splints, casts and other appliances used to support or restrain a weak or deformed part of the body and is designed for repeated use, intended to treat or stabilize a Covered Person's Illness or Injury or improve function; and generally is not useful to a person in the absence of an Illness or Injury.

Outpatient means medical care, treatment, services or supplies in a facility in which a patient is not registered as a bed patient and room and board charges are not Incurred.

Palliative Foot Care means the cutting or removal of corns or calluses unless at least part of the nail root is removed or unless needed to treat a metabolic or peripheral vascular disease; the trimming of nails; other hygienic and preventative maintenance care or debridement, such as cleaning and soaking of the feet, and the use of skin creams to maintain the skin tone of both ambulatory and non-ambulatory Covered Persons; and any services performed in the absence of localized Illness, Injury, or symptoms involving the foot.

Physician means any of the following licensed practitioners, acting within the scope of his or her license in the state in which he or she practices, who performs services payable under this Plan: doctor of medicine (MD); doctor of medical dentistry including an oral surgeon (DMD); doctor of osteopathy (DO), doctor of podiatric medicine (DPM), doctor of dental surgery (DDS), doctor of chiropractic (DC), doctor of optometry (OPT). Subject to the limitations below, the term Physician shall also include the following practitioner types: physician assistant (PA); nurse practitioner (NP); certified nurse midwife (CNM); certified registered nurse anesthetist (CRNA), or advanced practice registered nurses (APRN) when, and only when, the practitioner is duly licensed, registered, and/or certified by the state in which he or she practices, the services being provided are within his or her scope of practice, and the services are payable under this Plan.

Placed or Placement for Adoption means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child. The Child's placement with the person terminates upon the termination of such legal obligation.

Plan means WINDSTREAM MEDICAL PLAN Group Health Benefit Plan.

Plan Participation means that the Covered Person and the Plan each pay a percentage of the Covered Expenses as listed on the Schedule of Benefits, after the Covered Person pays the Deductible(s).

Plan Sponsor means an employer who sponsors a group health plan.

Prescription means any order authorized by a medical professional for a Prescription or non-prescription drug, that could be a medication or supply for the person for whom prescribed. The Prescription must be compliant with applicable laws and regulations and identify the name of the medical professional and the name of the person for whom prescribed. It must also identify the name, strength, quantity and the directions for use of the medication or supply prescribed.

Preventive / Routine Care means a prescribed standard procedure that is ordered by a Physician to evaluate or assess the Covered Person's health and well being, screen for possible detection of unrevealed Illness or Injury, improve the Covered Person's health, or extend the Covered Person's life expectancy. Generally, a procedure is routine if there is no personal history of the Illness or Injury for which the Covered Person is being screened, except as required by applicable law. Benefits included as Preventive / Routine Care are listed in the Schedule of Benefits and will be paid subject to any listed limits or maximums. Whether an immunization is considered Preventative / Routine is based upon the recommendation of the Centers for Disease Control and Prevention. Preventive / Routine Care does not include benefits specifically excluded by this Plan, or treatment after the diagnosis of an Illness or Injury, except as required by applicable law.

Primary Care Physician means a Physician engaged in family practice, general practice, non-specialized internal medicine (i.e., one who works out of a family practice clinic), pediatrics, obstetrics/gynecology, or treatment of mental health/substance use disorder providers. Generally, they provide a broad range of services. For instance, family practitioners treat a wide variety of conditions for all family members; general practitioners provide routine medical care; internists treat routine and complex conditions in adults; and pediatric practitioners treat Children. **(Applies to Benefit Plan(s) 027, 028, 029)**

Prudent Layperson means a person with average knowledge of health and medicine who is not formally educated or specialized in the field of medicine.

QMCSO means a Qualified Medical Child Support Order in accordance with applicable law.

Qualified means licensed, registered and/or in accordance with the applicable state law, and the particular service or treatment being provided is within the scope of the license, registration, and/or certification.

Reconstructive Surgery means surgical procedures performed on abnormal structures of the body caused by congenital Illness or anomaly, Accident, or Illness. The fact that physical appearance may change or improve as a result of Reconstructive Surgery does not classify surgery as Cosmetic when a physical impairment exists and the surgery restores or improves function.

Retiree – see Eligibility and Enrollment section of this SPD.

Retiree means a person who was employed full time by the employer who is no longer regularly at work and who is now retired under the employer's formal retirement program.

Specialist means a Physician, or other Qualified Provider, if applicable, who treats specific medical conditions. For instance, a neurologist treats nervous disorders, a gastroenterologist treats digestive problems, and an oncologist treats cancer patients. Physicians that are not considered Specialists include, but are not limited to, family practitioners, non-specializing internists, pediatricians, obstetricians/gynecologists, and mental health/substance use disorder providers. **(Applies to Benefit Plan(s) 027, 028, 029)**

Surgical Center means a licensed facility that is under the direction of an organized medical staff of Physicians; has facilities that are equipped and operated primarily for the purpose of performing surgical procedures; has continuous Physician services and registered professional nursing services available whenever a patient is in the facility; generally does not provide Inpatient services or other accommodations; and offers the following services whenever the patient is in the center:

- Provides drug services as needed for medical operations and procedures performed;
- Provides for the physical and emotional well being of the patients;
- Provides Emergency services;
- Has organized administration structure and maintains statistical and medical records.

Telemedicine means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data and education using interactive audio, video, or data communications.

Temporomandibular Joint Disorder (TMJ) shall mean a disorder of the jaw joint(s) and/or associated parts resulting in pain or inability of the jaw to function properly.

Terminal Illness or Terminally Ill means a life expectancy of about six months.

Third Party Administrator (TPA) is a service provider hired by the Plan to process claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this Plan.

Totally Disabled is determined by the Plan in its sole discretion and generally means:

- That an Retiree is prevented from engaging in any job or occupation for wage or profit for which the Retiree is Qualified by education, training or experience; or
- That a covered Dependent has been diagnosed with a physical, psychiatric, or developmental disorder, or some combination thereof, and as a result cannot engage in Activities of Daily Living and/or substantial gainful activities that a person of like age and sex in good health can perform, preventing an individual from attaining self-sufficiency.
- Diagnosis of one or more of the following conditions is not considered proof of Total Disability. Conditions are listed in the most recent American Psychiatric Association Diagnostic and Statistical Manual (DSM) or the International Classification of Diseases - Clinical Modification manual (most recent revision) (ICD-CM) in the following categories:
 - Personality disorders, or
 - Sexual/gender identity disorders, or
 - Behavior and impulse control disorders, or
 - "V" codes.

Urgent Care is the delivery of ambulatory care in a facility dedicated to the delivery of care outside of a Hospital Emergency department, usually on an unscheduled, walk-in basis. Urgent Care centers are primarily used to treat patients who have an Injury or Illness that requires immediate care but is not serious enough to warrant a visit to an Emergency room. Often Urgent Care centers are not open on a continuous basis, unlike a Hospital Emergency room that would be open at all times.

Usual and Customary means the amount the Plan determines to be the reasonable charge for comparable services, treatment, or materials in a Geographical Area. In determining whether charges are Usual and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. **Geographical Area** means a zip code area, or a greater area if the Plan determines it is needed to find an appropriate cross section of accurate data.

Waiting Period means the period of time that must pass before coverage can become effective for an Retiree or Dependent who is otherwise eligible to enroll under the terms of this Plan.

You, Your means the Retiree.