



DIOCESE *of* LA CROSSE

**PRIEST GROUP MEDICAL BENEFIT PLAN**

**GROUP NUMBER: 8236**

**Effective Date: January 1, 2021**

**Original Effective Date: January 1, 1992**

Administrative Service Manager:  
Benefit Plan Administrators  
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## **GRANDFATHERED HEALTH PLAN NOTICE**

This Diocese of La Crosse Priest Group Medical Benefit Plan believes this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to Other Plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of Lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at St. Ambrose Financial Services, Inc. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at (866) 444-3272 or <https://www.dol.gov/agencies/ebsa>. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

## **IMPORTANT MESSAGE**

It is important that ANY CHANGE OF ELIGIBILITY for You be reported to Your Employer, as soon as possible.

Changes of eligibility include:

- Total Disability
- Retirement
- Change of address
- Medicare eligibility

For specific details regarding eligibility/enrollment, termination and continuation of coverage, refer to SECTION 3 - ELIGIBILITY of this Summary Plan Description.

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**SECTION 1**

**MEDICAL BENEFITS**

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## **IMPORTANT UPDATES REGARDING COVID-19 RELIEF – TOLLING OF CERTAIN PLAN DEADLINES**

In accordance with 85 FR 26351, “Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak,” notwithstanding any existing Plan language to the contrary, the Plan will disregard the period from March 1, 2020 until sixty (60) days after (1) the end of the National Emergency relating to COVID-19 and declared pursuant to 42 U.S.C. § 5121 *et seq.* or (2) such other date announced by the Departments of Treasury and/or Labor, for purposes of determining the following periods and dates:

- 1) The 30-day period (or 60-day period, if applicable) to request special enrollment under applicable law, ERISA section 701(f) and Internal Revenue Code section 9801(f);
- 2) The 60-day election period for continuation coverage under applicable law, ERISA section 605 and Internal Revenue Code section 4980B(f)(5);
- 3) The date for making continuation coverage premium payments pursuant to applicable law, ERISA section 602(2)(C) and (3) and Internal Revenue Code section 4980B(f)(2)(B)(iii) and (C);
- 4) The date for individuals to notify the Plan of a qualifying event or determination of disability under applicable law, ERISA section 606(a)(3) and Internal Revenue Code section 4980B(f)(6)(C);
- 5) The date within which individuals may file a benefit claim under the Plan's claims procedure pursuant to 29 CFR 2560.503-1;
- 6) The date within which Claimants may file an appeal of an Adverse Benefit Determination under the Plan's claims procedure pursuant to 29 CFR 2560.503-1(h);

This period may also be disregarded in determining the applicable date for the Plan's duty to provide a continuation coverage election notice under applicable law, ERISA section 606(c) and Internal Revenue Code section 4980B(f)(6)(D), however, note that the Plan intends to continue follow all established continuation coverage parameters.

Note: Throughout this Summary Plan Description, BPA means Benefit Plan Administrators., the Plan's Administrative Service Manager.

## **PREFERRED PROVIDER ORGANIZATION PROVISIONS**

### **WHAT IS A PREFERRED PROVIDER ORGANIZATION?**

Preferred Provider Organizations (PPO) are Networks of Hospitals, Qualified Treatment Facilities, Qualified Practitioners and other providers ("PPO Providers") that are contracted to furnish, at negotiated fees, medical services for Employees of participating Employers. In return, the PPO Providers receive a higher volume of patients due to the Plan's incentives to use PPO Providers. Using PPO Providers will, in most cases, reduce Your costs.

### **REASONS TO USE A PPO PROVIDER**

1. The PPO negotiates fees for medical services resulting in lower costs for You when You use Hospitals, Qualified Treatment Facilities, Qualified Practitioners and other providers in the PPO network.
2. In addition, You may receive a better benefit and Your out-of-pocket expenses will be minimized.
3. You will have a wide variety of selected Hospitals, Qualified Treatment Facilities, Qualified Practitioners and other providers in the PPO network to help You with Your medical care needs.

The highest level of benefits under this Plan is available for services through PPO Providers; however You may choose any provider You wish for Your care.

Any provider who is not a member of the PPO Network at the time You received care or treatment is a Non-PPO Network Provider ("Non-PPO Provider").

### **FREE CHOICE OF PROVIDER**

Any Participant may select any provider of service for care, treatment, services or supplies he wishes. This Plan does not dictate the choice of provider nor will it interfere in the provider/patient relationship or the course of treatment. The benefits available under this Plan will be provided, however, only to those providers and services defined and listed for coverage in the Summary Plan Description.

### **HOW TO SELECT A PROVIDER**

Your Plan Administrator may contract one or more PPO's to provide services to this Plan in the areas where it has Participants. The PPO network that is applicable to You is shown on Your medical ID card. A directory of the participating Hospitals, Qualified Treatment Facilities, Qualified Practitioners and other providers in Your PPO network will be given to You at no cost when Your coverage becomes effective. The provider directory is a separate document from this Plan and is subject to change. To confirm that Your Hospital, Qualified Treatment Facility, Qualified Practitioner and other provider is a current participant in Your PPO Network, You must call the number listed on the back of Your medical ID card.

### **TRAVEL/COMPLIMENTARY/WRAP PPO NETWORK**

This network is available for you when you travel outside your primary network area. This does not include charges incurred if You traveled to such location for the purpose of obtaining medical services, drugs or supplies. The Complimentary/travel network identifier is on the back of your ID card. If you access a provider within this network, your benefits will be paid at the PPO level of benefits. For providers within the Multiplan Complimentary network, contact Multiplan, Inc. at (800) 546-3887 or via their website at [www.Multiplan.com](http://www.Multiplan.com).

If you are traveling or need Emergency care and are unable to access care from your PPO Provider or the travel/complimentary/wrap network, benefits will be paid at the non-Preferred Provider level unless otherwise specified in the Schedule of Benefits.

All providers contracted with the PPO Preferred Provider Network as identified on your health benefits identification card or directly with the Plan through BPA/Valenz (including dialysis) will be considered “Preferred Providers”. Covered expenses incurred by “Preferred Providers” (Hospital or Physician) will be covered at a higher rate than “non-Preferred Providers”.

Additional Preferred Provider Organizations or negotiation services (before or after services are rendered) may be utilized in order to optimize coverage and preserve Plan assets. When this occurs, the covered charges may be paid at the “Preferred Provider” rate. Please note that providers’ status may change between Preferred and non-Preferred at any time.

**DIOCESE OF LA CROSSE – PRIEST GROUP  
EMPLOYEE MEDICAL BENEFIT PLAN**

**SCHEDULE OF BENEFITS**

<b>BENEFIT DESCRIPTION</b> (All benefits are subject to the Maximum Allowable Charge)	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>ANNUAL MAXIMUM BENEFIT</b>	Unlimited	
<b>LIFETIME MAXIMUM BENEFIT</b>	Unlimited	
<b><u>CALENDAR YEAR DEDUCTIBLE</u></b>	\$0.00	\$0.00
<b><u>MAXIMUM OUT-OF-POCKET LIMIT PER CALENDAR YEAR</u></b>	\$900	\$1,300
<p>After the deductible has been satisfied, allowable charges will be paid at 90% or 80% until the maximum out-of-pocket limit expense amount is met. Allowable charges from Preferred Providers will be paid at 90%. Allowable charges from all other qualified providers will be paid at 80%.</p> <p>Once the maximum out-of-pocket expense amount is met, the Plan will then pay 100% of all allowable charges.</p>		
<p><b>The following charges are excluded from the major medical deductible or maximum out-of-pocket expense and are never paid at 100%:</b></p> <ul style="list-style-type: none"> <li>• Pre-Certification penalties</li> <li>• Ineligible Charges</li> <li>• Charges in excess of the Plan maximums/limitations</li> <li>• Charges over the Maximum Allowable Charge</li> <li>• Copays</li> <li>• Prescription Ancillary Charges</li> <li>• Manufacturer Copay Assistance coinsurance charges that exceed the Plan specialty drug Copay</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><b>1. Maximum out-of-pocket includes the major medical deductible.</b></li> <li><b>2. Deductible and/or maximum out-of-pocket amounts are combined for Preferred Provider and non-Preferred Provider expenses and accumulate towards each other.</b></li> </ol>		

Pre-admission certification is required on Inpatient confinements and certain Outpatient services. See section **“Utilization Review Program”** for details. If the Inpatient pre-admission and Outpatient pre-certification requirements are not followed, penalties will apply.

<b>BENEFIT DESCRIPTION</b> (All benefits are subject to the Maximum Allowable Charge)	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>2019 Novel Coronavirus (COVID-19) - Diagnostic Tests &amp; Preventive Services</b>	100% Deductible waived	
<b>Ambulance Services</b>	90% after Deductible	80% after Deductible
<b>BPA Direct Contracts</b>	Covered services will be processed at the Preferred Provider level of benefits and subject to all Plan provisions, limitations and exclusions.	
Should a Participant self-pay these services, claims must be submitted by the Participant to the Claims Administrator for consideration at the Preferred Provider level of benefits. Only approved contracted services between BPA and the direct contract providers are allowed under this benefit. All other services are considered based on the network and non-network affiliations of the provider with the Plan.		
<b>Chiropractic/Spinal Manipulation</b> Includes office visit, x-rays, manipulations and supportive care.  Routine/Maintenance Care is <b>not</b> covered by the Plan.	90% after Deductible	80% after Deductible
<b>Custom-Molded Orthotics</b>	90% after Deductible	80% after Deductible
<b>Durable Medical Equipment</b>	90% after Deductible	80% after Deductible
<b>Emergency Room Services</b> Includes facility charge, Physician fee and miscellaneous Hospital expenses.  (Copay waived if admitted on Inpatient basis within 24 hours for same condition.)	\$200 Copay, then 90% after PPO Deductible	
If you are confined in a non-Preferred Provider facility as a result of an Emergency, you will be eligible for Preferred Provider benefits until your attending Physician agrees it is safe to transfer you to a Preferred Provider facility.		
<b>Hair Pieces and Wigs</b> For those undergoing Chemotherapy	90% after Deductible	80% after Deductible
Lifetime maximum benefit	\$400	
<b>Home Health Care</b>	90% after Deductible	80% after Deductible
Calendar Year maximum benefit	40 visits	
<b>Hospice</b>	90% after Deductible	80% after Deductible
<b>Hospital Services</b> Inpatient/Outpatient	90% after Deductible	80% after Deductible
<b>Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine</b>	90% after Deductible	80% after Deductible

Pre-admission certification is required on Inpatient confinements and certain Outpatient services. See section **“Utilization Review Program”** for details. If the Inpatient pre-admission and Outpatient pre-certification requirements are not followed, penalties will apply.

<b>BENEFIT DESCRIPTION</b> (All benefits are subject to the Maximum Allowable Charge)	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>Mental/Nervous Conditions and/or Substance Abuse</b> Inpatient Treatment Including Qualified Treatment Facility services  Intensive Outpatient Services and Partial Hospitalization  Outpatient Treatment	90% after Deductible  90% after Deductible  \$25 Copay, then 100% Deductible waived	80% after Deductible  80% after Deductible  80% after Deductible
<b>Oral Surgery, Temporomandibular Joint Disorder Services and other Dental Services</b> Refer to Covered Expenses section for list of eligible services.	90% after Deductible	80% after Deductible
<b>Physician/Qualified Practitioner/Clinic Office Visit other than for Preventive Care</b> Includes office visit charge only.	\$25 Copay, then 100% Deductible waived	80% after Deductible
<b>Physician/Qualified Practitioner Fees for Surgical and Medical Services</b>	90% after Deductible	80% after Deductible
<b>Pre-Admission Testing</b>	100% Deductible waived	
<b>Preventive Care Services</b> Routine x-ray and laboratory tests, prostate exams, colonoscopies, immunizations (including immunizations for the purpose of travel) and vision (including refraction) and hearing exams.  <i>Preventive services are outlined in the Medical Covered Expenses section in their entirety.</i>	100% Deductible waived up to \$700 maximum benefit per Calendar Year, then 90% after Deductible	80% after Deductible up to \$700 maximum benefit per Calendar Year
Screenings and other services are generally covered as Preventive Care for adults with no current symptoms or prior history of a medical condition associated with that screening or service. Participants who have current symptoms or have been diagnosed with a medical condition are not considered to be receiving Preventive Care for that condition.		
<b>Renal Dialysis - Outpatient</b>	90% after Deductible	80% after Deductible
Dialysis is a covered service only up to 150% of the regional Medicare allowable amount, adjusted for the geographic wage index. Charges that exceed this amount are not a covered service and are not eligible for reimbursement under the Plan. Covered Expenses will be payable, as shown in the Schedule of Benefits.		
<b>Skilled Nursing Home</b>	90% after Deductible	80% after Deductible
Maximum benefit per confinement	30 days	

Pre-admission certification is required on Inpatient confinements and certain Outpatient services. See section **“Utilization Review Program”** for details. If the Inpatient pre-admission and Outpatient pre-certification requirements are not followed, penalties will apply.

<b>BENEFIT DESCRIPTION</b> (All benefits are subject to the Maximum Allowable Charge)	<b>PREFERRED PROVIDER</b>	<b>NON-PREFERRED PROVIDER</b>
<b>Therapy Services</b> Physical, Speech and Occupational Therapy	90% after Deductible	80% after Deductible
<b>Transplants</b>	90% after Deductible	80% after Deductible
<b>Urgent Care</b>	90% after Deductible	80% after Deductible
<b>Virtual Care</b>	\$25 Copay, then 100% Deductible waived	
<b>E-Visit</b>	\$25 Copay, then 100% Deductible waived	
<b>Telehealth/Telemedicine</b>	See specific service as outlined in the schedule of benefits <i>(For example: Physician/Qualified Practitioner/Clinic Office Visit or Mental/Nervous Disorder Outpatient Treatment)</i>	See specific service as outlined in the schedule of benefits <i>(For example: Physician/Qualified Practitioner/Clinic Office Visit or Mental/Nervous Disorder Outpatient Treatment)</i>
<b>X-ray, Laboratory and Pathology Services other than for Preventive Care</b>	90% after Deductible	80% after Deductible
<b>All Other Covered Expenses</b>	90% after Deductible	80% after Deductible

## PRESCRIPTION DRUG BENEFIT

Prescription Drugs are not subject to Deductible	Drug Card – Retail (Copay per 34-day supply, maximum 90-day supply)	Mail Service (Copay per 90-day supply)
<b>Immunizations</b>	<b>\$0 Copay</b>	<b>Not Covered</b>
<b>Generic</b>	<b>\$10 Copay</b>	<b>\$20 Copay</b>
<b>Brand Name</b>	<b>\$25 Copay</b>	<b>\$50 Copay</b>
<b>Specialty</b>	Per applicable Copay. Maximum 34-day supply	
<b>Specialty (IPC Copay Assistance Program)</b>	30% Copay per prescription Maximum 30-day supply	
<p>For those prescriptions in the Specialty IPC Copay Program, the manufacturer assistance program will cover most if not all of the Copay amount. Any actual out of pocket costs at the point of sale or Manufacturer Copay Assistance coinsurance charges that exceed the Plan Copay does not apply towards the major medical deductible requirement or maximum out-of-pocket expense.</p>		
<p>If You are without Your ID card or use a non-participating pharmacy, You must pay for the prescription and submit a claim to the Prescription Drug Card service. A completed claim form and the paid receipt must be submitted as proof of claim. If the prescription drug is covered under the plan, reimbursement will be based on the contracted rate minus the Copay.</p>		



## **IPC COPAY ASSISTANCE PROGRAM FOR SPECIALTY MEDICATIONS**

The Plan has partnered with PillarRx Consulting to provide a prescription drug benefit for certain specialty medications called the IPC Copay Assistance Program.

Copay Assistance is a program where drug manufacturers will assist in paying most or all of the copay applied to a specialty medication. In the past, some pharmacies may have made Copay Assistance available to some patients, but Participants were on their own to work with the pharmacy to obtain the assistance. The IPC Copay Assistance Program ensures all Participants can participate in the program.

If a Participant is utilizing a medication that is eligible for the IPC Copay Assistance Program a 30% Copay as applicable will apply to this medication. These are specialty high-cost medications with limited treatment options. Under the IPC Copay Assistance Program, the amount you currently pay out-of-pocket for the medication will not change and may even be less, and the savings experienced by the Plan are expected to be substantial.

Should you have any questions, please contact our PillarRx Consulting at 636-614-1344.

## HOW TO FILE A MEDICAL CLAIM

You will receive a Plan identification (ID) card showing Your name, Your group number and Your effective date of coverage.

Show Your ID card to the Hospital, clinic or Qualified Practitioner's office at the time medical services are rendered. Claims should be directed to the address shown on Your ID card by or You or Your provider. BPA does not require special claim forms. In the event that the service provider does not file the claim, You may submit the claim directly to BPA at the address shown below. Claims filed with BPA must be in writing and delivered by mail (postage prepaid), by fax or by e-mail.

Claims should be submitted to BPA at the address indicated below or to the address listed on the Participant's ID card, if different, in order for the claim to be deemed submitted.

Attention: Claim Department  
Benefit Plan Administrators  
402 Graham Avenue – 4<sup>th</sup> Floor  
Eau Claire, WI 54701

Phone: (715) 832-5535 or (800) 236-7789  
Fax: (715) 838-8507

Claims submissions must be in a format acceptable to BPA and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable Federal law respecting privacy of protected health information and/or electronic claims standards will not be accepted by the Plan.

Post-Service Claims must be complete. They must contain, at a minimum:

1. The date of service;
2. The name, address, telephone number and tax identification number of the provider of the services or supplies;
3. The place where the services were rendered;
4. The diagnosis and procedure codes;
5. The amount of charges, which reflect any applicable PPO repricing;
6. The name of the Plan;
7. The name of the Covered Employee; and
8. The name of the patient.

Presentation of a prescription to a pharmacy does not constitute a claim. If a Participant pays the cost of a covered prescription Drug, however, a claim may be submitted to BPA for that purchase. A call from a provider who wants to know if an individual is covered under the Plan or if a certain procedure is covered by the Plan, prior to providing treatment, is not a "claim," since an actual Claim for Benefits is not being filed with the Plan. These are simply requests for information, and any response is not a guarantee of benefits. Payment of benefits is subject to all Plan provisions, limitations and exclusions. Once treatment is rendered, a claim must be filed with the Plan (which will be a "Post-Service Claim"). At that time, a determination will be made as to what benefits are payable, if any, under the Plan.

Each Participant claiming benefits under the Plan will be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses were Incurred or that the benefit is covered under the Plan. If the Plan Administrator in its sole discretion determines that the Participant has not Incurred a Covered Expense or coverage is not available under the Plan, or if the Participant fails to furnish such proof as is requested, no benefits shall be payable under the Plan.

## **PAYMENT OF CLAIMS**

All claims and questions regarding health claims should be directed to BPA. The Plan Administrator shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the provisions of the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the Participant is entitled to them. The responsibility to process claims in accordance with the Plan Document may be delegated to BPA; provided, however, that BPA is not a fiduciary of the Plan and does not have the authority to make decisions involving the use of discretion.

## **CLAIM FILING LIMIT**

You must provide the plan with written proof of Your claim. Proof should be provided within 90 days after the claim was Incurred. Your claim will not be denied if it was not reasonably possible to give such proof within 90 days, however, except in the case of legal incapacity, written notice must be given no later than 12 months after the date the claim was Incurred.

If the Plan is terminated, written proof of loss for any claims Incurred prior to the termination must be filed with the Plan Administrator within 90 days of the termination. Any claim received by the Plan Administrator more than 90 days after this Plan is terminated will not be a Covered Expense.

## **PRESCRIPTION DRUG CHARGES**

### **Retail Pharmacy**

If you are without Your ID card or use a non-participating pharmacy, You must pay for the prescription and submit a claim to the Prescription Drug Card service. A completed claim form and the paid receipt must be submitted as proof of claim. If the prescription drug is covered under the plan, reimbursement will be based on the contracted rate less the applicable deductible/coinsurance/Copay.

For more information regarding Your benefits or to check for a participating pharmacy, please contact your Prescription Benefit Manager at the number shown on your ID card.

### **Mail Order**

The mail service program provides Participants with an easy and convenient way to obtain Your maintenance prescriptions. An order form, which explains the mail service program in greater detail, is available. Please contact Your Human Resource Department or your Prescription Benefit Manager at the number shown on your ID card if You have any questions regarding this program.

## **RIGHT TO CONSIDER SUBSTITUTION FOR COVERED CHARGES**

The Claims Administrator shall have the right to consider alternate charges incurred for treatment, services or supplies not specifically listed as covered charges for payment of benefits under this Plan. The charges will be considered at the Plan Administrator's sole option and:

1. Must have the knowledge and consent of the Participant;
2. Must be prescribed and approved by the Physician and be generally accepted and approved by the medical profession;
3. Must offer a medical therapeutic value equal to the treatment or service that would otherwise be performed or given; and
4. Must be Medically Necessary.

The Plan Administrator may cease to pay benefits for these substitute treatments, services or supplies at any time with written notification to the Participant.

## **BALANCE BILLING**

In the event that a claim submitted by a Preferred or non-Preferred Provider is subject to a medical bill review or medical chart audit and that some or all of the charges in connection with such claim are repriced because of billing errors and/or overcharges, it is the Plan's position that the Participant should not be responsible for payment of any charges denied as a result of the medical bill review or medical chart audit and should not be balance billed for the difference between the billed charges and the amount determined to be payable by the Plan Administrator. However, balance billing is legal in many situations, and the Plan has no control over non-Preferred Providers that engage in balance billing practices.

In addition, with respect to services rendered by a Preferred Provider being paid in accordance with a discounted rate, it is the Plan's position that the Participant should not be responsible for the difference between the amount charged by the Preferred Provider and the amount determined to be payable by the Plan Administrator and should not be balance billed for such difference. Again, the Plan has no control over any Preferred Provider that engages in balance billing practices, except to the extent that such practices are contrary to the contract governing the relationship between the Plan and the Preferred Provider.

The Participant is responsible for any applicable payment of coinsurances, deductibles and out-of-pocket maximums and may be billed for any or all of these.

## **MEDICAL BENEFITS**

### **DEDUCTIBLE AND COINSURANCE INFORMATION**

Covered Expenses are payable, after satisfaction of the Deductible, at the coinsurance percentages, up to the Maximum benefits, shown on the Schedule of Benefits and contained in the “Medical Covered Expenses” section.

#### **Deductible**

This is the amount of Covered Expense You must pay before the Plan will reimburse Covered Expenses in excess of the Deductible amount. There may be a different maximum for PPO Provider Deductible expenses and Non-PPO Provider Deductible expenses; however, the total You pay for both PPO Provider Deductibles and Non-PPO Provider Deductibles will not exceed the maximum for Non-PPO Provider Deductible expense. The Deductibles apply to each Participant, each Calendar Year. The amount of each Deductible is shown on the Schedule of Benefits.

#### **Coinsurance**

Covered Expenses in excess of any required Deductibles will be reimbursed at the coinsurance percentages shown in the Schedule of Benefits. There is a coinsurance percentage that will be applied to PPO Provider Covered Expenses, and a different coinsurance percentage that will be applied to Non-PPO Provider Covered Expenses.

#### **Out-of-Pocket Limit**

Except as noted below, when the combined Covered Expenses You must pay for Yourself to satisfy the Plan’s Deductible and coinsurance provisions equals the amount shown in the Schedule of Benefits, the Plan will reimburse additional Covered Expenses Incurred during the remainder of the Contact Year at 100%. There are different limits for maximum out-of-pocket that applies to Covered Expenses for PPO Providers and for Non-PPO Providers. The total You pay for both PPO Provider Out-of-Pockets and Non-PPO Provider Out-of-Pockets will not exceed the maximum for Non-PPO Provider Deductible expense. The out-of-pocket limits are shown in the Schedule of Benefits.

The following charges are excluded from the major medical deductible or maximum out-of-pocket expense and are never paid at 100%:

1. Pre-Certification penalties
2. Ineligible Charges
3. Charges in excess of the Plan maximums/limitations
4. Charges over the Maximum Allowable Charge
5. Copays
6. Prescription Ancillary Charges
7. Manufacturer Copay Assistance coinsurance charges that exceed the Plan specialty drug Copay

## UTILIZATION REVIEW PROGRAM

Utilization review is the process of evaluating if services, supplies or treatment are Medically Necessary and appropriate to help ensure cost-effective care. Utilization review can eliminate unnecessary services, hospitalizations and shorten confinements while improving quality of care and reducing costs to the Participant and the Plan.

Contact the utilization review organization by **CALLING THE 800-NUMBER LISTED ON YOUR HEALTH BENEFITS IDENTIFICATION CARD FOR CERTIFICATION.**

The following services REQUIRE pre-certification:

### All Inpatient Admissions

- Hospital
- Skilled Nursing Facilities
- Mental/Nervous Disorders and/or Substance Abuse services (inpatient)

### Outpatient

- Chemotherapy/Radiation Therapy at a facility or Physician's office
- Dialysis

**IMPORTANT: PRE-CERTIFICATION DOES NOT VERIFY OR GUARANTEE COVERAGE. BENEFITS ARE SUBJECT TO ALL PLAN PROVISIONS, LIMITATIONS AND EXCLUSIONS.**

## HOW THE PROGRAM WORKS

- A. "ELECTIVE ADMISSIONS" or non-Emergency Hospital treatment is medical care that is scheduled several days in advance, usually at a time convenient for both you and your Physician.

When your Physician is scheduling an elective Hospital admission, **CALL THE 800-NUMBER LISTED ON YOUR HEALTH BENEFITS IDENTIFICATION CARD FOR ADMISSION CERTIFICATION** at least one week before the Hospital admission.

You, your Physician, the Physician's staff or even a family member may call for admission certification.

**REMEMBER:** Notification of admission must be obtained within the required time frame to assure maximum benefits coverage.

- B. "EMERGENCY or URGENT CARE ADMISSIONS" or hospitalizations for potentially life-threatening causes are exempt from the pre-admission certification requirement. However, following an Emergency or Urgent care admission, certification must be obtained within 48 hours following the admission or on the first business day following weekend or holiday admission.

- C. **“OUTPATIENT SERVICES”** Certain Outpatient services, as listed above, must be pre-certified in advance of the proposed procedure in order for full Plan benefits to be payable. The Participant or their representative should call the utilization review organization at least three (3) business days prior to the performance of the procedure
- D. After admission to the Hospital, the utilization review organization will continue to evaluate the Participant’s progress through concurrent review to monitor the length of confinement and Medical Necessity of treatment. If the utilization review organization disagrees with the length of confinement recommended by the Physician, the Participant and the Physician will be advised. If the utilization review organization determines that continued confinement is no longer necessary, additional days will not be certified. Benefits payable for days not certified as Medically Necessary by the utilization review organization shall be denied.

### **PRE-CERTIFICATION PENALTY**

The program requires the support and cooperation of each Participant. If a Participant follows the instructions and procedures, he or she will receive the normal Plan benefits for the services. However, if a Participant fails to pre-certify the required services as identified above, **will result in an additional \$100.00 non-compliance penalty per occurrence.** This penalty does not apply to the deductible or maximum out-of-pocket expenses. The Participant will be responsible for payment of the part of the charge that is not paid by the Plan.

## **MEDICAL COVERED EXPENSES**

Please remember that, although a Qualified Practitioner may prescribe, recommend or approve certain treatment, services or supplies, a Qualified Practitioner's recommendation does not necessarily mean that such treatment, services or supplies satisfy the Plan's criteria for coverage or make the expense a Covered Expense under the Plan.

### **HOSPITAL BENEFITS**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services by a Qualified Treatment Facility or Hospital.

#### **Room and Board**

Average daily semi-private, ward, intensive care, isolation or coronary care room charges and general nursing services for each day of Confinement. Benefits for a private or single-bed room are limited to the charge for a semi-private room in the Hospital where You are confined. If the Hospital in which You are confined has private rooms only, the private room rate will be covered.

#### **Hospital Miscellaneous Charges**

Charges made by the Hospital on its own behalf for services and supplies furnished for Your treatment during Confinement, including the following charges made by a Qualified Practitioner, whether billed directly or separately by the Hospital:

1. Professional services of a radiologist or pathologist for diagnostic x-ray and laboratory tests;
2. Professional services of an anesthesiologist.

### **PRE-ADMISSION TESTING**

Covered Expenses will be reimbursed as shown in the Schedule of Benefits for Pre-Admission Testing. Benefits are payable at 100% when Pre-Admission Testing is performed in a Qualified Practitioner's office or the Outpatient department of a Hospital, within seven days of a covered Inpatient Confinement and accepted by the Inpatient facility in lieu of like tests performed after Your admission.

### **QUALIFIED PRACTITIONER BENEFITS**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services by a Qualified Practitioner:

1. Home and office calls;
2. Administration of Anesthesia;
3. A surgical procedure, including post-operative care;
4. Multiple or bilateral surgical procedures including post-operative care.

The Plan will follow CMS Physician Fee Schedule and NCCI guidelines in determining procedures subject to multiple surgical procedure reductions. This includes

- a. If bilateral or multiple surgical procedures are performed by one surgeon, benefits will be determined based on the Maximum Allowable Charge that is allowed for the primary procedures; Each additional procedure performed through the same incision will be allowed based on the CMS Physician Fee Schedule and NCCI guidelines. Any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered "incidental" and no benefits will be provided for such procedures;
  - b. If multiple unrelated surgical procedures are performed by two (2) or more surgeons on separate operative fields, benefits will be based on the Maximum Allowable Charge for each surgeon's primary procedure. If two (2) or more surgeons perform a procedure that is normally performed by one surgeon, benefits for all surgeons will not exceed the Maximum Allowable Charge allowed for that procedure; and
  - c. If an assistant surgeon is required, the assistant surgeon's covered charge will be allowed based on the CMS Physician Fee Schedule and NCCI guidelines.
5. Second surgical opinions.



## **ORAL SURGERY**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services by a Qualified Practitioner for oral surgery:

1. Surgical removal of unerupted teeth;
2. Excision of tumors and cysts of the jaw, cheeks, lips, tongue, roof and floor of the mouth;
3. Surgical and non-surgical treatment of any jaw joint problem, including but not limited to appliances and therapy. Jaw Joint problems include: temporomandibular joint (TMJ); craniomaxillary or craniomandibular disorders (CMD), or other conditions of the joint linking the jaw bone and skull; treatment of the facial muscles used in expression or mastication functions; or symptoms thereof including headaches. These Covered Expenses do not include orthodontic treatment or services.
4. Repair of or initial replacement of natural teeth damage due to Injury. Damage resulting from biting or chewing will not be considered an Injury; and
5. X-rays and Anesthesia in connection with the covered procedure.

## **PREVENTIVE CARE BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services for Participants.

Check-ups or routine examinations include the office visit and related charges for:

1. Routine x-ray and laboratory tests, including routine prostate exams;
2. Screening Colonoscopy
  - a. One colonoscopy every 3 years age 50 and over including all related surgical and pathology services furnished in the same clinical encounter of the colorectal cancer screening should the screening (diagnostic) procedure be converted to a therapeutic procedure.
  - b. For those at increased risk due to family history or personal history there are no minimum age restrictions
3. Routine immunizations;
4. Immunizations for the purpose of travel; and
5. Routine vision including refraction and hearing exams limited to one per Calendar Year.

You must not be confined in a Hospital or Qualified Treatment Facility and such expenses must not be for the diagnosis or treatment of a specific Injury or Sickness.

No benefits are payable under this provision for:

1. Medical examinations for Injury or Sickness; or
2. Any dental examinations.

## **PRESCRIPTION DRUG BENEFIT**

Definitions apply to this benefit only:

**Ancillary Charge:** an additional charge will be required when the Participant chooses a brand medication for which a generic alternative is available. The Ancillary Charge is calculated as the difference between the brand medication and generic medication reimbursement rate for the Network Pharmacy.

**Non-Participating Pharmacy:** any retail or mail order pharmacy that is not contracted by the Pharmacy Benefits Administrator to be included in a network of pharmacies at a contracted amount.

Prescription Legend Drug: any medicine if the Federal Food, Drug and Cosmetic Act requires its label to say, "Caution: Federal Law prohibits dispensing without prescription."

Prescription Order: the request a licensed Physician, dentist, or registered podiatrist, makes for medicine for a patient.

Provider: a pharmacy, Physician or other entity with a legal license or registration to dispense drugs participating in the prescription drug program.

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

### **Drugs Covered**

1. Legend drugs. Exceptions: See Exclusion list below;
2. Amphetamines;
3. Anabolic steroids;
4. Insulin;
5. Disposable insulin needles/syringes;
6. Insulin injection devices, disposable blood/urine glucose/acetone testing agents (e.g., Chemstrips, Acetest tablets, Clinitest tablets, Diastix Strips and Test-Tape);
7. Lancets;
8. Antivirals, specifically indicated for the treatment of HIV/AIDS;
9. Growth hormones (requiring prior authorization);
10. Tretinoin Topical (e.g., Retin-A) for individuals through the age of 25 years;
11. Erectile dysfunction drugs, all dosage forms;
12. Female sexual dysfunction drugs, all dosage forms;
13. Legend hematinics;
14. OTC and Legend Meclizine tablets;
15. Immunizations;
16. Compounded medication of which at least one ingredient is a legend drug;
17. Any other drug which under the applicable state law may only be dispensed upon the written prescription of a Physician or other lawful prescriber

### **Dispensing Limitations**

The amount normally prescribed by a Physician but not to exceed a 90-day for retail or mail order. Specialty drugs will not exceed a 34-day supply regardless of whether they are retail or mail order.

### **Additional Charges**

Your drug benefit program is designed to help restore your health by helping you receive the most effective, affordable medications to treat your medical condition or disease state. This Plan encourages you to utilize generic drugs. Generic drugs provide the same effectiveness and safety as your brand name counterparts, but save you a substantial amount of money. If you request a brand name medication when there is a generic available, you will be required to pay the difference in cost between the generic and the brand medication (Ancillary Charge) in addition to the applicable Copay.

### **Serve You Rx Specialty Rx Program**

Specialty drugs require special dosing or administration; are typically prescribed by a specialist for complex medical conditions such as cancer, hepatitis C, multiple sclerosis, and rheumatoid arthritis; require specialized patient training or care coordination and are more expensive than most medications. The Serve You DirectRx Pharmacy, the mail order specialty pharmacy, may fill specialty drug prescriptions for up to a 34-day supply, subject to plan exclusions and the applicable Copay shown in the Schedule of Benefits. The specialty drug list can be accessed at <http://www.serve-you-rx.com>.

### **Prior Authorization Program**

Typically, a prescription is filled immediately when a patient drops it off at the pharmacy. However, a limited number of medications require a clinical review and approval before coverage of the medication is authorized. This process is called “prior authorization.” The goal of the prior authorization process is to help ensure medications are used in the most appropriate cases and dosages as recommended by the U.S. Food and Drug Administration (FDA). The Medical Necessity of using specific medications is confirmed before benefit coverage is approved.

When a medication requires prior authorization, the pharmacy computer will receive an electronic message that lets the pharmacist know the prescription claim is being rejected because prior authorization is required. Additional customer health information is needed for review. This information is supplied by the prescribing Physician and is forwarded to Serve You Rx for an expedited review by the clinical pharmacy staff.

#### Steps in the Prior Authorization Process

- If the information provided meets approval criteria as set forth by FDA-approved dosing and indication guidelines, drug policy criteria, and Plan language the prescription claim is approved and the pharmacist is informed that the prescription can be filled.
- If more information is needed, Serve You Rx may contact the Physician directly. Once the relevant information is received from the Physician, and the approval criteria are met, prior authorization is approved and the prescription can be filled.
- If the medical review concludes that the criteria for coverage have not been satisfied for plan coverage, this is communicated back to the Physician so that alternative arrangements can be made, if applicable. You may also receive an Adverse Benefit Determination letter in the mail.

Should you have further questions about prior authorization, please contact Serve You Rx Customer Service at **800-759-3203**.

### **Specialty Split Fill Program**

The Specialty Drug Split-Fill Program provides an additional level of oversight for highly potent and toxic anti-cancer drugs. A significant adherence risk exists with oral anti-cancer drugs, particularly in the first month of therapy. In addition, some oral anti-cancer agents cause frequent and significant toxicities, which must be closely monitored. If you are started on one of the medications in this program, you will initially be able to receive up to a 15-day supply. If you tolerate the therapy and your prescription remains unchanged, the remainder of your prescription will be available for refill. Your copay for the full amount of medication will be divided evenly between these two fills. All subsequent refills conform to the standard specialty drug 34-day supply limit.

### **Opioid Risk Management Monitoring**

Although opioids and other controlled substances represent an essential and necessary part of the prescription drug regimen for many patients, these medications come with an increased potential to adversely affect both patients and plan sponsors. Inappropriate use of controlled substances has the potential to compromise patient safety, increase potential for addiction and diminished quality of life, increase the risk of workplace injuries, and increase the chance for diversion. These effects may result in poor health outcomes, an increased risk of complications, and a negative impact from a cost and mortality perspective. The Serve You Rx utilization management program incorporates multiple layers of opioid and controlled substance oversight, including prospective drug utilization review messaging and edits, prior authorization, step therapy, quantity limits, and retrospective analyses to identify at-risk Participants, provide healthcare providers with comprehensive information to enable the appropriate medical intervention(s), and to increase awareness and education.

### **Serve You Quantity Limits**

A Quantity Limit is a restriction on the amount or quantity of medication that is covered by your plan during a specific period of time. Most often, a Quantity Limit is set as a maximum quantity of tablets, capsules, milliliters of liquid or other units that can be received as a covered benefit within a certain time limit, usually on a monthly basis for prescriptions obtained at a retail pharmacy or on a 90-day basis for medications obtained at the mail order pharmacy.

When your Physician prescribes a medication for you that exceeds the Quantity Limit established by the Plan, your pharmacist will receive an electronic message sent to their computer stating that the quantity of medication as written exceeds normal limits and is not covered without Prior Authorization. At this point, the pharmacist must contact your Physician to change the prescription or the Physician may choose to submit a Quantity Limit Exceeded Override Form if they believe the prescription as written is Medically Necessary.

The Quantity Limit program is part of modern plan benefit management intended to promote safe, appropriate use of medications. Overuse of medications can lead to poor health outcomes and may unnecessarily drive up the cost of healthcare. Quantity Limits are a sensible solution where coverage is based on current FDA and manufacturer dosing guidelines and current medical best practices. If you have any questions about your pharmacy benefit, please call Serve You Rx Customer Service at **800-759-3203**.

### **Exclusions**

1. Anorectics (any drug used for the purpose of weight loss);
2. Anti-wrinkle agents (e.g., Renova) regardless of intended use;
3. Dermatologicals, hair growth stimulants;
4. Dietary supplements;
5. Contraceptives, oral or other, whether medication or device;
6. Immunization agents, blood or blood plasma, except specifically listed above in covered drugs;
7. Infertility medications (e.g., Clomid, Metrodin, Perfonal, Profasi);
8. Fluoride (topical fluoride dental products);
9. Non-legend drugs other than those listed above;
10. Tretinoin Topical (e.g., Retin-A) for individuals 26 years of age or older;
11. Vitamins, singly or in combination except specifically listed above in covered drugs;
12. Smoking deterrent medications containing nicotine or any other smoking cessation aids,
13. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medicinal substances, regardless of intended use, other than those listed above;
14. Any medication, legend or not, which is taken or administered at the place where it is dispensed;
15. Charges for the administration of or injection of any drug, other than those included as a part of a covered immunization;
16. Drugs labeled "Caution – Limited by Federal law to Investigational use" or Experimental drugs, even though a charge is made to the individual;
17. Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a licensed Hospital, rest home, sanitarium, extended care facility, convalescent Hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals;
18. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one year from the Physician's original order.

### **OUTPATIENT HOSPITAL BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following Outpatient services by a Qualified Treatment Facility:

1. Hospital miscellaneous charges for services and supplies of a Hospital provided on an Outpatient basis.
2. Regularly scheduled treatments, such as Physical Therapy, kidney dialysis, chemotherapy, inhalation therapy and radiation therapy, when ordered by Your attending Qualified Practitioner and rendered on an Outpatient basis.

### **EMERGENCY ROOM MEDICAL CARE**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services by a Qualified Treatment Facility emergency room:

1. Emergency Accident treatment provided within 48 hours of the Accident;
2. A surgical procedure; or
3. Treatment of a Sickness which is a medical Emergency.

## **AMBULATORY SURGICAL CENTER**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for charges made by an Ambulatory Surgical Center, on its own behalf, for services and supplies in connection with covered surgical procedures.

## **X-RAY AND LABORATORY TESTS**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for diagnostic x-ray and laboratory tests when performed by a Qualified Practitioner and not covered under the Hospital benefits provision of this Plan. These Covered Expenses do not include dental x-rays, unless related to a covered Injury.

## **AMBULANCE SERVICE BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for local professional ground ambulance service. If Your Injury or Sickness requires special treatment not available in a local Hospital, appropriate transportation to the nearest Hospital equipped to provide the necessary treatment is covered. A return trip to Your local Hospital, via ambulance, is eligible if determined to be Medically Necessary.

## **SKILLED NURSING HOME BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following services by a Skilled Nursing Home which:

1. Begins within 14 days after discharge from an Inpatient Hospital Confinement of at least three consecutive days, prior Skilled Nursing Home Confinement of at least three consecutive days or Outpatient observation (in lieu of Inpatient admission). If the Participant is Medicare eligible, the Confinement must meet Medicare guidelines;
2. Is necessary for care or treatment of the same Injury or Sickness which caused the prior Confinement or Outpatient observation; and
3. Occurs while You are under the regular care of the Qualified Practitioner who certified the required Skilled Nursing Home Confinement.

Covered Expenses will include semi-private daily Room and Board, including general nursing services and necessary miscellaneous services and supplies. Benefits are limited to 30 days per confinement. If Medicare is the primary payer, then the 30 days per Confinement begins on day 21 of Confinement and the total maximum benefit will be 50 days.

## **HOME HEALTH CARE BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for Home Health Care, as described below:

The Maximum weekly benefit for such coverage will not exceed the Maximum Allowable Charge for weekly care in a Skilled Nursing Home facility.

Each visit by a person providing services under a home health care plan, or evaluating the need for, or developing a plan of home health care will be considered as one home health care visit.

Up to four consecutive hours of home health aide service in a 24-hour period is considered one home health care visit. A home health aide visit of four hours or more is considered one visit for every four hours or part thereof. Benefits are limited to 40 visits per Contact Year.

Home Health Care will not be reimbursed unless the Qualified Practitioner certifies that:

1. Hospitalization or Confinement in a Skilled Nursing Home would be required if home care was not provided;

2. Necessary care and treatment are not available from members of Your immediate family or other persons residing with You, without causing undue hardship;

Immediate family, for purposes of this section, means Your parents, grandparents, brothers and sisters and their spouses.

3. The home health care services will be provided or coordinated by a state-licensed or Medicare-certified Home Health Care Agency or certified rehabilitation agency.

If You were hospitalized immediately prior to the commencement of home health care, the home health care plan must also be initially recommended by the Qualified Practitioner who was the primary provider of services during Your hospitalization.

The home health care plan may consist of:

1. Part-time or intermittent home nursing care by or under the supervision of a Registered Nurse (R.N.);
2. Part-time or intermittent home health aide services which are necessary as part of the home health care plan, provided under the supervision of a Registered Nurse (R.N.) or medical Social Worker, and which consist solely of caring for the patient;
3. Physical, respiratory, occupational or Speech Therapy;
4. Medical supplies, Drugs and medications prescribed by a Qualified Practitioner and laboratory services by or on behalf of a Hospital, when necessary under the home care plan and to the extent such items would be covered under the Plan if You had been hospitalized.
5. Nutritional counseling provided under the supervision of a registered dietician, when such services are necessary as part of the home care plan; and
6. The evaluation of the need for and the development of a plan of home health care by a Registered Nurse (R.N.), nurse practitioner, physician assistant or medical Social Worker, when home health care is recommended or requested by Your attending Qualified Practitioner.

Specifically excluded from coverage under this benefit are the following:

1. Services and supplies not included in the home health care plan; and
2. Transportation services.

## **HOSPICE CARE BENEFIT**

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for Hospice care when it is furnished in a Hospice Facility or by a Hospice Care Agency in Your home. A Qualified Practitioner must certify that You are terminally ill with a life expectancy of six months or less.

For Hospice care only, Your immediate family is considered to be Your parent.

When Hospice Care is in lieu of a covered Confinement in a Hospital or Skilled Nursing Home, Covered Expenses may include:

1. Room and Board and Other Services and Supplies;
2. Part-time nursing care by or supervised by a Registered Nurse (R.N.);
3. Counseling services by a licensed clinical Social Worker or pastoral counselor for the Hospice patient and immediate family;

4. Medical social services provided to You or Your immediate family under the direction of a Qualified Practitioner. Services include:
  - a. assessment of social, emotional and medical needs, and the home and family situation,
  - b. identification of the community resources available and assisting in obtaining those resources;
5. Dietary counseling;
6. Consultation and case management services by a Qualified Practitioner;
7. Physical or Occupational Therapy;
8. Part-time home health aide service; and
9. Medical supplies, Drugs and medicines prescribed by a Qualified Practitioner.

#### **Special Limitations on Hospice Care Benefits**

Covered Expenses for Hospice Care do not include private or special nursing services, a Confinement not required for pain control or other acute chronic symptom management, funeral arrangements, or financial or legal counseling, including estate planning or drafting of a will.

Covered Expenses for Hospice Care do not include homemaker or caretaker services including a sitter or companion services, house cleaning or household maintenance, services of a Social Worker, other than a licensed clinical Social Worker, services by volunteers or persons who do not regularly charge for their services, or services by a licensed pastoral counselor to a member of his congregation.

#### **MENTAL OR NERVOUS DISORDERS AND SUBSTANCE ABUSE BENEFIT**

Benefits are available for Inpatient or Outpatient care for Mental or Nervous Disorders and Substance Abuse conditions, including individual and group psychotherapy, psychiatric tests, and expenses related to the diagnosis when rendered by any of the following:

- Doctor of Medicine (MD).
- Licensed Clinical Psychologist (PhD).
- Licensed Clinical Psychiatric Social Worker (LCSW).
- Licensed Professional Counselor (LPC).
- Registered Nurse Clinical Specialist (RNCS).

Benefits are available for Residential Treatment Facility, Partial Hospitalization, Intensive Outpatient Services and prescribed drugs (refer to prescription drug benefit).

#### **Special Limitations on Mental or Nervous Disorders and Substance Abuse**

Covered Expenses for Nervous Conditions, Substance Abuse and alcoholism do not include treatment for nicotine habit or addiction. The Copay for Covered Expenses for Outpatient treatment is not applied towards the Deductible, coinsurance or out-of-pocket limits shown on the Schedule of Benefits.

## OTHER COVERED EXPENSES

Covered Expenses will be reimbursed, as shown in the Schedule of Benefits, for the following:

1. Services of a Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N) for nursing care ordered by Your attending Qualified Practitioner while You are not Confined.
2. Blood and/or blood plasma that is not replaced by donation and administration of blood and blood products including blood extracts or derivatives.
3. Prosthetic appliances for the replacement of the loss of natural limbs and eyes. Replacement appliances will only be covered when necessary due to a pathological change. Repair and maintenance expenses are not a Covered Expense under this Plan.
4. Special supplies when prescribed by Your attending Qualified Practitioner, including:
  - a. Casts, splints, surgical dressings, trusses, braces and crutches,
  - b. Oxygen and other gases, and rental of equipment for their administration,
  - c. Catheters,
  - d. Colostomy bags, belts and rings,
  - e. Ureterostomy bags,
  - f. Flotation pads,
  - g. Needles and syringes,
  - h. Custom molded orthotics (with an exclusion on treating diagnosed flat feet), or
  - i. Initial contact lenses or eyeglasses following cataract surgery.
5. Rental up to the total purchase price or, when approved by the Plan, purchase of a wheelchair, Hospital bed, respirator or other Durable Medical Equipment. Repair and maintenance expenses are not a Covered Expense under this Plan.
6. Installation and use of an insulin infusion pump, other equipment and supplies used in the treatment of diabetes, and diabetic self-management education programs. Coverage for an insulin infusion pump is limited to the purchase of one pump per year. The pump must be in use for 30 days before purchase.
7. Mechanical medical devices implanted in a body cavity to aid the function of an internal body organ.
8. Chiropractic Care for the treatment of an Injury or Sickness. Routine or maintenance Chiropractic Care is not a Covered Expense.
9. Treatment by a licensed physical, speech or occupational therapist to restore loss or to correct impairment due to an Injury or Sickness. Charges for pool therapy, aquatic therapy and hydrotherapy are also recognized as Physical Therapy when performed by a Physical Therapist or other recognized licensed provider for Physical Therapy modalities, administered in a pool, which requires direct one-on-one patient contact. The therapist must be providing the therapy under the direction of a Physician for a condition that is Medically Necessary, reasonable and appropriate for Physical Therapy treatment. Therapy will end when:
  - a. treatment goals have been reached; or
  - b. no substantive change is seen by the patient's condition after a reasonable period; or
  - c. maximum medical improvement has been reached.
10. Radiation therapy and chemotherapy.
11. Acupuncture and acupressure.
12. Services and supplies in connection with Medically Necessary non-Experimental transplant procedures, subject to the following conditions:
  - a. a concurring opinion must be obtained prior to undergoing any transplant procedure. This mandatory opinion must concur with the attending Physician's findings regarding the Medical Necessity of such procedure. The Physician rendering this concurring opinion must be qualified to render such a service either through experience, specialist training, education, or such similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery;



- b. if the donor is covered under this Plan, eligible medical expenses Incurred by the donor will be considered eligible. If the donor is not covered under this Plan, reference provision (5);
- c. if the recipient is covered under this Plan, eligible medical expenses Incurred by the recipient will be considered eligible;
- d. if both the donor and the recipient are covered under this Plan, eligible medical expenses Incurred by each person will be treated separately for each person;
- e. the Maximum Allowable Charge of securing an organ from the designated live donor, a cadaver or tissue bank, including the surgeon's fees, anesthesiology, radiology and pathology fees for the removal of the organ, and a Hospital's charge for storage or transportation of the organ will be considered eligible.

Transplant coverage is limited to those transplants that are medically recognized and are non-Experimental/Investigational in nature.

- 13. Treatment of kidney disease, including charges for renal dialysis services. Dialysis is a covered service only up to 150% of the regional Medicare allowable amount, adjusted for the geographic wage index. Charges that exceed this amount are not a covered service and are not eligible for reimbursement under the Plan. Covered Expenses will be payable, as shown in the Schedule of Benefits.
- 14. Covered Expenses incurred outside the United States, provided an itemized statement is submitted which includes a description of the services rendered, the diagnosis and the cost of each service. The cost of the services must be provided in U.S. currency, and any payments will be sent directly to the Employee.
- 15. Hair pieces and wigs for those who are undergoing chemotherapy and limited to a \$400.00 Lifetime Maximum benefit.
- 16. Charges for Virtual Care including E-visits and Telehealth/Telemedicine.
- 17. Sales tax, if any, on Medically Necessary services.
- 18. 2019 Novel Coronavirus (COVID-19). Covered Expenses associated with testing for COVID-19 include the following:
  - 1. Diagnostic Tests. The following items are covered at 100%, deductible waived, as provided in the Families First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and notwithstanding any otherwise-applicable Medical Necessity or Experimental and/or Investigational requirements, and do not require Pre-Certification. These items are paid at the negotiated rate, if one exists. If no negotiated rate exists, the Plan will pay the cash price publicly posted on the Provider's website, or such other amount as may be negotiated by the Provider and Plan.
    - a. In vitro diagnostic products for the detection of SARS-CoV-2 or the diagnosis of the virus that causes COVID-19 (including all costs relating to the administration of such in vitro diagnostic products) which satisfy **one** of the following conditions:
      - that are approved, cleared, or authorized by the FDA;
      - for which the developer has requested or intends to request emergency use authorization under Section 564 of the Federal Food, Drug, and Cosmetic Act, unless and until such emergency use authorization request has been denied or the developer does not submit a request within a reasonable timeframe;
      - that are developed in and authorized by a State that has notified the Secretary of Health and Human Services of its intention to review tests intended to diagnose COVID-19; or
      - that are deemed appropriate by the Secretary of Health and Human Services.
    - b. Items and services furnished during an office visit (including both in-person and telehealth), urgent care visit, or emergency room visit which results in an order for or administration of an in vitro diagnostic product described above. Such items and services must relate to the furnishing of such diagnostic product or evaluation of the individual for purposes of determining the need for such product.
  - 2. COVID-19 Vaccine.

This provision will terminate upon the expiration of the public health emergency relating to COVID-19 and declared pursuant to 42 U.S.C. § 247d.

**The above benefits are specific to Diagnosis and treatment of COVID-19. Participants who have been diagnosed with COVID-19 will continue to receive all other benefits covered by the Plan, in accordance with the Plan's guidelines.**

## LIMITATIONS AND EXCLUSIONS

This Plan does not provide benefits for:

1. Services or supplies:
  - a. Furnished while You are not under the regular care of a Qualified Practitioner,
  - b. Not authorized or prescribed by a Qualified Practitioner,
  - c. That are provided to You for which the Provider of a service customarily makes no direct charge, or for which the Participant is not legally obligated to pay, or for which no charges would be made in the absence of this coverage, including but not limited to fees, care, supplies, or services for which a person, company or any other entity except the Participant or this benefit plan, **may be liable** for necessitating the fees, care, supplies, or services.
  - d. From providers who waive Copay, Deductible and coinsurance payments by the Participant, except in cases of undue financial hardship,
  - e. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid), or
  - f. Furnished in the treatment of any Uniformed Service-related Injury or Sickness (past or present) while You are confined in a Hospital or institution owned or operated by the United States Government or any of its agencies.
2. Vision therapy (orthoptics), radial keratotomy or keratoplasty to correct refractive disorders, cochlear implants, eyeglasses, contact lenses (including for the treatment of keratoconus), hearing aids or the fitting or repair of any hearing aid or eyeglasses, except as specified by the Plan. The initial purchase of eyeglasses or contact lenses following cataract surgery is a Covered Expense.
3. Prophylactic procedures to prevent a Sickness that has not yet occurred.
4. Exams directed or requested by a court of law; routine physical exams for occupation, sports participants, employment or the purchase of insurance. This does not include court-ordered exams for mental-health services.
5. Any condition, Sickness, Injury or complication thereof arising out of or in the course of employment, including self-employment, or an activity for wage or profit: In most cases workers' compensation insurance will cover your costs, but if you do not have such coverage you may end up with no coverage at all.
6. Plastic or Cosmetic Surgery, including any services or supplies related to, resulting from complications of, or for reversal of Cosmetic Surgery, unless for reconstructive surgery due to Injury, infection or other disease of the involved part.
7. Dental care or treatment except as specifically described.
8. Any loss to a Participant who is not a member of the armed forces which was caused or contributed to by:
  - a. War or any act of war, whether declared or not, or
  - b. Any act of international armed conflict, or any conflict involving armed forces or any international authority.
9. Any drug or medicine which is not approved for marketing by United States Food and Drug Administration, by issuance of a New Drug Application or other form of formal approval; or any approved drug which is not used for the specific indication which led to its approval by the United States Food and Drug Administration. This does not include investigational new drugs which have reached a Phase 3 clinical investigation for the treatment of HIV infection.
10. Services that are Experimental or Investigational.
11. Services provided by a person who ordinarily resides in Your home or who is a Family Member.
12. Custodial Care.
13. Charges in excess of the Maximum Allowable Charge for the service or supply.

14. Any medical Expense Incurred prior to Your effective date or after the date Your coverage under the Plan terminates, except as specifically described.
15. Expenses incurred for which You are entitled to receive benefit during any extension of Your previous medical plan.
16. An Injury or Sickness which is Incurred while taking part or attempting to take part in an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction results. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This exclusion does not apply if the injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions).
17. Services not Medically Necessary for diagnosis and treatment of an Injury or Sickness.
18. Private duty nursing while confined in a Hospital or other Qualified Treatment Facility.
19. Any charges that would have been paid by Your primary plan, as determined by the Coordination of Benefit rules of this Plan, if You had complied with all of the requirements of that plan, including any penalties for failure to pre-certify the services.
20. Dental implantology techniques, including prosthetic devices related to such techniques.
21. Charges incurred outside the United States, if You traveled to such location for the purpose of obtaining medical services, drugs or supplies.
22. Recreational and educational therapy; learning disabilities; behavior modification therapy; any form of non-medical self-care or self-help training, including any related diagnostic testing; music therapy; health club memberships will not be considered eligible. This exclusion will not apply to diabetic self-management education programs or expenses related to the diagnosis, testing and treatment of ADD or ADHD.
23. Any charges for treatment, services and supplies in connection with obesity, weight loss or dietary control, unless related to Morbid Obesity (which is the lesser of 100 pounds over normal weight or twice normal weight). Specifically excluded, even if related to Morbid Obesity, are charges for bariatric surgery, including but not limited to gastric bypass, stapling, and intestinal bypass and lap banding surgery, including reversals.
24. Chelation (metallic ion therapy), except in the treatment of heavy metal poisoning.
25. Treatment programs, services or supplies having to do with the cessation of tobacco usage or nicotine addiction.
26. Phone consultations, completion of claim forms or forms necessary for Your return to work or school, or for an appointment You did not attend.
27. Any charge for holistic medicine or other programs with an objective to provide complete personal fulfillment.
28. Homeopathic medicines and/or supplies.
29. Charges for a standby surgical team, unless surgery is actually performed.
30. Any charge for rolfing, colon therapy, homeopathy, reiki or visualization sessions.
31. Genetic testing or counseling.
32. Medical supplies and equipment for personal comfort, personal hygiene or convenience, including, but not limited to: air conditioners; air cleaners; humidifiers; physical fitness equipment; physician's equipment; disposable supplies, other than colostomy supplies; or self-help devices not medical in nature.
33. Charges for services and supplies that are to treat Injuries for which a Participant is reimbursed or may be entitled to be reimbursed by another party or insurer; however, the Plan may make payment on these claims if the terms of the Plan's Subrogation Provision have been satisfied.

34. Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician.
35. Services, treatments or supplies that are not specified as covered under this Plan.
36. Any treatment, service or supplies due to complications of a non-covered expense.
37. Charges for routine, palliative or cosmetic foot care, including, but not limited to, treatment of weak unstable, flat, strained or unbalanced feet, unless an open-cutting operation is performed; subluxations of the foot; treatment of corns or calluses; non-surgical care of toenails unless the treatment is medically necessary. Medically Necessary pedicures provided by a qualified Health Care Professional are considered a Covered Expense.
38. Charges for wigs, artificial hair pieces, artificial hair transplants, or any drug, prescription or otherwise, used to eliminate baldness, unless specifically provided in the Plan.
39. Services that are not "reasonable" in nature or charge (see definition of Maximum Allowable Charge) or are required to treat Sickness or Injuries arising from and due to a Provider's error, wherein such Sickness, Injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from circumstances that, in the opinion of the Plan Administrator in its sole discretion, gave rise to the expense and that are not generally foreseeable or expected amongst professionals practicing the same or similar type(s) of medicine as the treating Provider whose error caused the loss(es).
40. Expenses actually Incurred by other persons.
41. Services that are not accepted as standard practice by the American Medical Association (AMA), American Dental Association (ADA) or the Food and Drug Administration (FDA).
42. Services not actually rendered.
43. Services to the extent that payment under this Plan is prohibited by law.
44. Required as a result of unreasonable provider error.
45. Incremental nursing charges which are in addition to the Hospital's standard charge for Room and Board. This exclusion will not apply in the event that Room and Board charges are appropriately modified when billed with documented extraordinary or non-routine nursing care services, also known as incremental nursing charges.
46. Initial Friday, Saturday and Sunday Room and Board charges Incurred for Hospital confinement which begins on Friday, Saturday or Sunday. This exclusion does not apply to Emergency admissions or scheduled surgery within the 24-hour period immediately following Hospital admission.
47. Services of a Social Worker including a psychological or psychiatric Social Worker, other than for which there is a benefit available under Home Health Care Services, Hospice Care Services or the Outpatient treatment of a Mental or Nervous Disorder or Substance Abuse.
48. Hospice care services by volunteers or individuals who do not regularly charge for their services. Hospice care services by a licensed pastoral counselor to a member of his or her congregation. These are the services in the course of duties to which he or she is called as a pastor or minister.
49. Vitamins, appetite suppressants, nutritional supplements, tobacco dependency products, contraceptives and over-the-counter drugs and prescription drugs with exact over-the-counter equivalents, except as specifically provided in the Plan.
50. Any loss directly or indirectly caused by or contributed to or arising from:
  - a. ionizing radiation, pollution or contamination by radioactivity from nuclear waste from the combustion of nuclear fuel; and
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, as covered under the U.S. Atomic Energy Pool.

51. Pool therapy, aquatic therapy and hydrotherapy, except as specifically provided in the Plan. Charges for aquatic exercise programs or separate charges for the use of a pool will not be considered eligible.
52. Charges related to a sex assignment/sex reassignment surgery.
53. Charges for any care, supplies, treatment and/or service that are required to treat Injuries that are sustained or a Sickness that is contracted, including infections and complications, while the Participant was under, and due to, the care of a provider wherein such Sickness, Injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense.
54. Charges for marijuana or marijuana-derived substances or compounds (like THC/CBD oil), even if the Participant has a prescription and marijuana is legal under the laws of the state in which he or she lives.
55. Total parenteral nutrition, dietary medical treatment of phenylketonuria (PKU), and amino acid-based elemental formulas.

**With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being a victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this plan to provide particular benefits other than those provided under the terms of the Plan.**

Remember that the foregoing list of Limitations and Exclusions is not exhaustive. Please contact the Plan's Administrative Service Manager if You have any questions regarding the Plan's coverage of a particular expense.

**SECTION 2**  
**DEFINITIONS**

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## DEFINITIONS

Certain words and phrases used in this Summary Plan Description are defined below as an explanation of how the terms are used. These definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan; please refer to the appropriate sections of this Summary Plan Description for that information.

### **Accident:**

Accident means a happening, definite as to time and place, by chance and without intention or design, which is unforeseen and unexpected.

### **Active:**

Active means all non-Retirement Status priests incardinated in the Diocese unless otherwise determined by the Bishop, or all non-incardinated priests assigned in the Diocese by the Bishop unless otherwise determined by the Bishop.

### **ADA:**

ADA means the American Dental Association.

### **Administrative Service Manager:**

Administrative Service Manager is the person or firm employed by the Plan Administrator to provide certain services in connection with the operation of the Plan including the processing of claims. In the event that no Administrative Service Manager is employed by the Plan Administrator at any particular point in time, Administrative Service Manager will mean the Employer.

### **Adverse Benefit Determination:**

Adverse Benefit Determination means any of the following:

1. A denial in benefits;
2. A reduction in benefits;
3. A termination of benefits;
4. A rescission of coverage, even if the rescission does not impact a current claim for benefits;
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in the Plan.
6. A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review; or
7. A failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

### **AHA:**

AHA means the American Hospital Association.

### **Allowable Expense(s):**

Allowable Expenses means the Maximum Allowable Charge for any Medically Necessary, eligible item of expense, at least a portion of which is covered under this Plan. When some Other Plan pays first in accordance with the Application to Benefit Determinations provision in the Coordination of Benefits section, this Plan's Allowable Expenses shall in no event exceed the Other Plan's Allowable Expenses

When some "Other Plan" provides benefits in the form of services (rather than cash payments), the Plan Administrator shall assess the value of said benefit(s) and determine the reasonable cash value of the service or services rendered, by determining the amount that would be payable in accordance with the terms of the Plan. Benefits payable under any Other Plan include the benefits that would have been payable had the claim been duly made therefore, whether or not it is actually made.

**AMA:**

AMA means the American Medical Association.

**Ambulatory Surgical Center:**

Ambulatory Surgical Center means any public or private state licensed and approved (whenever required by law) establishment with an organized medical staff of Qualified Practitioners, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Qualified Practitioner services and registered professional nursing service whenever a patient is in the facility, and which does not provide service or other accommodations for patients to stay overnight.

**Amendment:**

Amendment means a formal document, duly authorized by the person or persons designated by the Plan Administrator that changes the Plan provisions of the Plan.

**Anesthesia:**

Local Anesthesia means the condition produced by the administration of specific agents to achieve the loss of conscious pain response in a specific location or area of the body. General Anesthesia means the condition produced by the administration of specific agents to render the patient completely unconscious and completely without conscious pain response.

**Authorized Representative:**

Authorized Representative means a Claimant may authorize a representative to act on their behalf in pursuing a benefit claim or appeal of an Adverse Benefit Determination. The Claimant must authorize the representative in writing, and this written authorization must be provided to the Plan. The Plan will recognize this Authorized Representative when the Plan receives the written authorization. In the case of a claim involving urgent care, a Health Care Professional with knowledge of the Claimant's medical condition is also permitted to act as the Claimant's Authorized Representative.

**Calendar Year:**

Calendar Year means a period from January 1 through the following December 31, both dates inclusive.

**Chiropractic Care:**

Chiropractic Care means office visits, x-rays, manipulations, supplies, heat treatment and cold treatment.

**Claim for Benefits:**

Claim for Benefits means a request for a Plan benefit or benefits made by a Participant in accordance with a Plan's reasonable procedure for filing benefit claims. A Claim for Benefits includes any Pre-Service and Post-Service Claims. A request for benefits includes a request for coverage determination, for preauthorization or approval of a Plan benefit, or for a utilization review determination in accordance with the terms of the Plan.

**Clean Claim:**

Clean claim is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity or other coverage criteria, or fees under review for application of the Maximum Allowable Charge, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

*Filing a Clean Claim.* A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Participant has failed to submit required forms or additional information to the Plan as well.

**Concurrent Care:**

Concurrent Care means ongoing care or course of treatment.

**Confinement:**

Confinement means being admitted to a Hospital, Skilled Nursing Home or other Qualified Treatment Facility for treatment where charges are made for Room and Board to the Participant as a result of such treatment. Confinement does not include observational care.

**Copay:**

Copay means the charge a Participant pays for certain services under the Plan. The Participant pays the Copay directly to the provider of the health care.

**Cosmetic Surgery or Cosmetic:**

Cosmetic Surgery or Cosmetic means any Surgery, service, drug or supply designed to improve the appearance of an individual by alteration of a physical characteristic which is within the broad range of normal but which may be considered unpleasing or unsightly, except when necessitated by an Injury.

**Covered Expense(s):**

Covered Expense means a service or supply provided in accordance with the terms of this document, whose applicable charge amount does not exceed the Maximum Allowable Charge for an eligible Medically Necessary service, treatment or supply, meant to improve a condition or Participant's health, which is eligible for coverage in accordance with this Plan. When more than one treatment option is available and one option is no more effective than another, the Covered Expense is the least costly option that is no less effective than any other option.

All treatment is subject to benefit payment maximums shown in the Schedule of Benefits and as determined elsewhere in this document.

**Custodial Care:**

Custodial Care means care or Confinement provided primarily for the maintenance of the Participant, essentially designed to assist the Participant, whether or not Totally Disabled, in the activities of daily living, which could be rendered at home or by persons without professional skills or training. This care is not reasonably expected to improve the underlying medical condition, even though it may relieve symptoms or pain. Such care includes, but is not limited to, bathing, dressing, feeding, preparation of special diets, assistance in walking or getting in and out of bed, supervision over medication which can normally be self-administered and all domestic activities.

**Deductible:**

Deductible means the amount of Covered Expenses which must be paid by a Participant before the Plan will begin reimbursement of additional Covered Expenses.

**Diagnostic Service:**

Diagnostic Service means a test or procedure performed for specified symptoms to detect or to monitor a Sickness or condition. It must be ordered by a Qualified Practitioner.

**Disability or Totally Disabled:**

Disability or Totally Disabled means:

1. that an Employee is prevented from engaging in any and every business or occupation and performing any and all work for compensation or profit;
2. that any other Participant is prevented from engaging in all normal pursuits of other people of the same age and sex and in good health because of Injury or Sickness.

**Disability Status:**

Disability Status means being unable to perform normal duties of an Active priest with an expectation that the priest will return to Active status. A Disability Status priest will remain eligible for benefits under the Plan. If it is determined that the Disability is permanent, the priest may be granted Retirement Status by the Bishop.

**Drug:**

Drug means insulin and prescription legend drugs. A prescription legend Drug is a Federal legend Drug (any medicinal substance which bears the legend: "Caution: Federal law prohibits dispensing without a prescription") or a state restricted Drug (any medicinal substance which may be dispensed only by prescription, according to state law) and which, in either case, is legally obtained from a licensed Drug dispenser only upon a prescription of a currently licensed Physician.

**Durable Medical Equipment:**

Durable Medical Equipment means equipment which:

1. Can withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Generally is not useful to a person in the absence of an Sickness or Injury; and
4. Is appropriate for use in the home.

**E-Visit:**

E-Visit means Participant initiated limited online evaluation and management health care service provided by a Physician or other qualified Health Care Professional using the internet or similar secure communications network to communicate with an established Participant patient.

**Emergency:**

Emergency means a situation where necessary treatment is required as the result of a sudden and severe medical event or acute condition. An Emergency includes poisoning, shock, and hemorrhage. Other emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, that an Emergency did exist. The Plan Administrator may, in its discretion, request satisfactory proof that an Emergency or acute condition did exist.

**Emergency Medical Condition:**

Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)). In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious dysfunction of any bodily organ or part.

**Emergency Services:**

Emergency Services mean, with respect to an Emergency Medical Condition:

1. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the Emergency department of a Hospital, including ancillary services routinely available to the Emergency department to evaluate such Emergency Medical Condition; and
2. Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to stabilize the patient.

**Employee:**

Employee means:

1. All non-Retirement Status priests Incardinated in the Diocese unless otherwise determined by the Bishop;
2. All non-Incardinated priests assigned in the Diocese by the Bishop unless otherwise determined by the Bishop;
3. All Retirement Status priests incardinated in the Diocese unless otherwise determined by the Bishop; or
4. All Disability Status priests or as otherwise determined by the Bishop.

**Employer:**

Employer means Diocese of La Crosse, the sponsor of this Plan.

**Enrollment Date:**

Enrollment Date means the first day of coverage (or, if there is a Waiting Period, the first day of the Waiting Period).

**Essential Health Benefits:**

“Essential Health Benefits” shall mean, under section 1302(b) of the Affordable Care Act (ACA), those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and Substance Abuse 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.

**Experimental or Investigational:**

Experimental or Investigational means services or treatments that are not widely used or accepted by most practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered; or
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA’s Council on Medical Specialty Societies.

All phases of clinical trials shall be considered Experimental.

A Drug, device, or medical treatment or procedure is Experimental:

1. If the Drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;

2. If reliable evidence shows that the Drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials or under study to determine its:
  - a. maximum tolerated dose;
  - b. toxicity;
  - c. safety;
  - d. efficacy; and
  - e. efficacy as compared with the standard means of treatment or diagnosis; or
3. If reliable evidence shows that the consensus among experts regarding the Drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
  - a. maximum tolerated dose;
  - b. toxicity;
  - c. safety;
  - d. efficacy; and
  - e. efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative medical and scientific literature;
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same Drug, device, or medical treatment or procedure.

The Plan Administrator retains maximum legal authority and discretion to determine what is Experimental.

**Family Member:**

Family Member means Your parent, grandparent, brother or sister.

**Family and Medical Leave Act of 1993:**

All previous provisions including coverage under this Plan, effective date of coverage and termination of coverage are intended to be in compliance with the Family and Medical Leave Act of 1993 (FMLA), as amended. To the extent the FMLA applies to the Employer, group health benefits may be maintained during certain leaves of absence at the level and under the conditions that would have been present as if employment had not been interrupted. Employee eligibility requirements, the obligations of the Employer and Employee concerning conditions of leave, notification and reporting requirements are specified in the FMLA. Any plan provisions which conflict with the FMLA are superseded by the FMLA to the extent such provisions conflict with the FMLA.

**FMLA:**

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

**FMLA Leave:**

FMLA Leave means a Leave of Absence, which the Company is required to extend to an Employee under the provisions of the FMLA.

**GINA:**

GINA means the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

**Genetic Information:**

Genetic Information means and includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history).

**Health Care Professional:**

Health Care Professional means a Physician or other Health Care Professional licensed, accredited, or certified to perform specified health services consistent with State law.

**HIPAA:**

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

**Home Health Care Agency:**

Home Health Care Agency means an agency or organization which provides a program of home health care and which fully meets one of the following three tests:

1. it is approved under Medicare;
2. it is established and operated in accordance with the applicable licensing and other laws;
3. it meets all of the following tests:
  - a. it has the primary purpose of providing a home health care delivery system bringing supportive services to the home;
  - b. it has a full-time administrator;
  - c. it maintains written records of services provided to the patient;
  - d. its staff includes at least one Registered Nurse (R.N.) or it has nursing care by a Registered Nurse (R.N.) available;
  - e. its Employees are bonded and it provides malpractice insurance.

**Hospice:**

Hospice means a health care program providing a coordinated set of services rendered at home, in Outpatient settings or in institutional settings for Participants suffering from a condition that has a terminal prognosis. A Hospice must have an interdisciplinary group of personnel which includes at least one Physician and one Registered Nurse, and it must maintain central clinical records on all patients. A Hospice must meet the standards of the National Hospice Organization (NHO) and applicable state licensing requirements.

**Hospice Care Agency:**

Hospice Care Agency means an agency which has the primary purpose of providing Hospice services to Hospice patients. It must be licensed and operated according to the laws of the state in which it is located and meet all of the following requirements: has obtained any required certificate of need; provides 24-hour-a-day, seven days a week service, supervised by a Qualified Practitioner; has a full-time coordinator; keeps written records of services provided to each patient; has a nurse coordinator who is a Registered Nurse (R.N.) with four years of full-time clinical experience, of which at least two years involved caring for terminally ill patients; and has a licensed social service coordinator.

A Hospice Care Agency will establish policies for the provision of Hospice care, assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program, permit area medical personnel to use its services for their patients and use volunteers trained in care of and services for non-medical needs.

**Hospice Care Program:**

Hospice Care Program means a written plan of Hospice care which is established and reviewed by the Qualified Practitioner attending the person and the Hospice Care Agency, and provides palliative and supportive care to Hospice patients. It offers supportive care to the families of the Hospice patients, an assessment of the Hospice patient's medical and social needs, and a description of the care necessary to meet those needs.

**Hospice Facility:**

A Hospice Facility means a licensed facility, or part of a facility, which principally provides Hospice care, has 24-hour-a-day nursing services provided under the direction of a Registered Nurse (R.N.), has a full-time administrator, keeps medical records of each patient, has an ongoing quality assurance program, and has a Qualified Practitioner on call at all times.

**Hospital:**

Hospital means an institution accredited by the Joint Commission on Accreditation of Hospitals (sponsored by the AMA and the AHA), under the supervision of a staff of Physicians that maintains diagnostic and therapeutic facilities on premises, for the provision of medical (including surgical facilities for all institutions other than those specializing in the care and treatment of mentally ill patients, provided such institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA), diagnosis, treatment, and care to Injured or sick persons on an Inpatient basis with 24-hour a day nursing service by Registered Nurses.

To be deemed a "Hospital," the facility must be duly licensed, if it is not a State tax supported institution, and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training institution; or an institution which is supported in whole or in part by a Federal government fund.

Institutions and/or facilities not deemed to be a "Hospital" in accordance with Medicare shall not be deemed to be Hospitals for this Plan's purposes.

**Incardinated:**

Incardinated means ordained for and belonging to the presbyterate of the Diocese of La Crosse.

**Incurred:**

Incurred means that a Covered Expense is Incurred on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps of phases of treatment, Covered Expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

**Injury:**

Injury means physical damage to the body caused by an external force and due directly and independently of all other causes to an Accident which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit. Muscle tiredness or soreness resulting from overexertion in an athletic or physical activity is considered a Sickness under the Plan.

**Inpatient:**

Inpatient means the classification of a Participant when that person is admitted to a Hospital, Hospice, Specialized Treatment Facility or Skilled Nursing Facility for treatment and charges are made for Room and Board to the Participant as a result of such treatment.

**Intensive Care or Special Care Unit:**

Intensive Care or Special Care Unit means a unit exclusively reserved for critically and seriously ill or injured patients requiring constant audiovisual observation as prescribed by the attending Physician which provides Room and Board, trained and qualified personnel whose duties are primarily confined to such unit and special equipment or supplies immediately available on a standby basis segregated from the rest of the Hospital's facilities.

**Intensive Outpatient Services:**

Intensive Outpatient Services means programs that have the capacity for planned, structured, service provision of at least two hours per day and three days per week. The range of services offered could include group, individual, family or multi-family group psychotherapy, psychoeducational services, and medical monitoring. These services would include multiple or extended treatment/rehabilitation/counseling visits or professional supervision and support. Program models include structured "crisis intervention programs," "psychiatric or psychosocial rehabilitation," and some "day treatment."

**Late Enrollee:**

Late Enrollee means an individual who is enrolled for coverage after the expiration of the initial eligibility date described in Section 3. Note, however, a Special Enrollee shall not be considered a Late Enrollee.

**Leave of Absence:**

Leave of Absence means a period of time during which the Employee must be away from his or her primary job with the Employer, while maintaining the status of Employee during said time away from work, generally requested by an Employee and having been approved by his or her Employer, and as provided for in the Employer's rules, policies, procedures and practices where applicable.



**Legally Employed:**

Legally Employed means the Employee has presented valid documentation to the Employer showing evidence of his or her authorization to work in the United States.

**Licensed Practical Nurse (L.P.N.):**

Licensed Practical Nurse (L.P.N.) means an individual who has received specialized nursing training, performs practical nursing services and is licensed by the state or regulatory agency responsible for such licensing in the state in which that individual performs such services.

**Lifetime:**

When used in reference to benefit Maximums and limitations, Lifetime means the time a Participant is covered under this Plan. In no circumstances does Lifetime mean a Participant's life span.

**Maximum Allowable Charge:**

Maximum Allowable Charge means the benefit payable for a specific coverage item or benefit under this Plan. The Maximum Allowable Charge will be a negotiated Rate, if one exists.

If and only if there is no negotiated Rate for a given claim, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by providers in the area for similar services, or average wholesale price (AWP) or manufacturer's retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

**Medical Care Necessity/Medically Necessary/Medical Necessity:**

Medical Care Necessity/Medically Necessary/Medical Necessity means health care services ordered by a Physician exercising prudent clinical judgment provided to a Participant for the purposes of evaluation, diagnosis or treatment of that Participant's Sickness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Participant's Sickness or Injury. The Medically Necessary setting and level of service is that setting and level of service which considering the Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be not more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Participant's Sickness or Injury without adversely affecting the Participant's medical condition.

1.

1. Its purpose must be to restore health.
2. It must not be primarily custodial in nature.
3. It is ordered by a Physician for the diagnosis and treatment of a Sickness or Injury.
4. It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare).
5. The Plan reserves the right to incorporate the Centers for Medicare and Medicaid Services CMS guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician does not necessarily mean that it is "Medically Necessary." In addition, the fact that certain services are specifically excluded from coverage under this Plan because they are not "Medically Necessary" does not mean that all other services are "Medically Necessary."

To be Medically Necessary, all of the above criteria must be met. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary based on recommendations of the Plan Administrator's own medical advisors, the findings of the American Medical Association or similar organization, or any other sources that the Plan Administrator deems appropriate.

**Medical Record Review:**

Medical Record Review is the process by which the Plan, based upon a Medical Record Review and audit, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the **Maximum Allowable Charge** according to the Medical Record Review and audit results.

**Medicare:**

Medicare means the program of health care for the aged established by Title XVIII of the Social Security Act of 1965, as amended.

**Mental or Nervous Disorder:**

Mental or Nervous Disorder means any disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of *International Classification of Diseases*, published by the U.S. Department of Health and Human Services; or is listed in the current edition of *Diagnostic and Statistical Manual of Mental Disorders*, published by the American Psychiatric Association or other relevant State guideline or applicable sources. The fact that a disorder is listed in any of these sources does not mean that treatment of the disorder is covered by the Plan.

**Morbid Obesity:**

1. The Participant weighs more than 100 pounds over standard weight for height, sex and age; or
2. The Participant weighs more than 2 times the standard weight for height, sex and age; whichever is less. For a Participant who is less than 19 years of age, Morbid Obesity means that the Participant's weight is 50% greater than ideal body weight.

**Network or PPO Network:**

Network or PPO Network means the medical provider network ("PPO") allowing discounted fees for services to Participants. The PPO will be identified on the Participant's identification card.

**Nurse Practitioner:**

Nurse Practitioner means an individual who is licensed as a Registered Nurse under Chapter 441, Wisconsin Statutes or the laws of another state and who satisfies any of the following:

1. is certified as a primary care Nurse Practitioner or clinical nurse specialist by the American Nurses' Association or by the National Board of Pediatric Nurse Practitioners and Associates;
2. holds a master's degree in nursing from an accredited school of nursing;
3. prior to March 31, 1990, has successfully completed a formal one-year academic program that prepares Registered Nurses to perform an expanded role in the delivery of primary care, included at least four months of classroom instruction and a component of supervised clinical practice and awards a degree, diploma or certificate to individuals who successfully complete the program; or
4. has successfully completed a formal education program that is intended to prepare Registered Nurses to perform an expanded role in the delivery of primary care but that does not meet the requirements of (3) above, and has performed an expanded role in the delivery of primary care for a total of 12 months during the 18-month period immediately before July 1, 1978.

**Occupational Therapy:**

Occupational Therapy means a program of care which focuses on the physical, cognitive and perceptual disabilities that influence the patient's ability to use his fingers and hands, (fine motor skills), perceptual skills, cognitive functioning and eye-hand coordination. Therapy sessions may also involve physical movement exercises. Functional tasks also may be used. The therapist may also perform splinting of the patient's arms or hands and may provide the patient with special equipment. Therapy which is intended to address primarily vocational rehabilitation issues (i.e., return to work skills) will not be considered covered services under this Plan.

**Other Plan:**

Other Plan shall include, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or guarantor of a responsible party;
6. Any policy of insurance from any insurance company or guarantor of a third party;
7. Workers' compensation or other liability insurance company; or
8. Any other source, including but not limited to crime victim restitution funds, and medical Disability or other benefit payments, and school insurance coverage.

**Other Services and Supplies:**

Other Services and Supplies means services and supplies furnished to the individual and required for treatment, other than the professional services of any Physician and any private duty or special nursing services (including intensive nursing care by whatever name called).

**Outpatient:**

Outpatient means the classification of a Participant when that Participant receives medical care, treatment, services or supplies at a clinic, a Physician's office, a Hospital if not a registered bed patient at that Hospital or Outpatient Specialized Treatment Facility.

**Partial Hospitalization:**

Partial Hospitalization means medically directed intensive, or intermediate short-term mental health and Substance Abuse treatment, for a period of less than twenty-four (24) hours but more than four (4) hours in a day in a licensed or certified facility or program.

**Participant:**

Participant means any Employee or individual that is covered under the Plan through Employee continuation, who has been enrolled and approved for coverage under the Plan.

**Physician Assistant:**

Physician Assistant means a Health Care Professional who diagnoses Sickness, develops and manages treatment plans, and prescribes medications in collaboration with or under the supervision of a Physician, dependent on state law.

**Physical Therapy:**

Physical Therapy means a plan of care provided to return a patient to the highest level of motor functioning possible. The physical therapist extensively evaluates the patient's muscle tone, movement, balance, endurance, ability to ambulate, ability to plan motor movements, strength and coordination. If the patient requires special equipment (such as a wheelchair, walker or splint) the therapist evaluates the patient's ability to use the equipment and determines the correct size and type of equipment for the specific patient. The therapist constructs a program of exercises and movements to maximize the patient's motor skills.

**Physician:**

Physician means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Psychologist (Ph.D.), psychiatrist or midwife.

**Plan:**

Plan means this Plan of benefits, established by the Plan Sponsor and administered by the Plan Administrator, including any schedules, attachments and Amendments to the Plan. The Plan is a legal entity. This Summary Plan Description provides a description of the Plan.

**Plan Administrator:**

Plan Administrator means St. Ambrose Financial Services, Inc., who is responsible for the day-to-day functions and engagement of the Plan. The Plan Administrator may employ other persons or firms to process claims and perform Other Plan connected services.

**Plan Sponsor/Named Fiduciary:**

Plan Sponsor/Named Fiduciary means Diocese of La Crosse, which has the authority to control and manage the operation of the Plan.

**Plan Year:**

Plan Year means a period commencing on the Effective Date or any anniversary of the adoption of this Plan and continuing until the next succeeding anniversary.

**Post-Service Claim:**

Post-Service Claim means all claims that are not Pre-Service Claims.

**PPO (Preferred Provider Organization):**

PPO means the medical provider network (“PPO Network”) allowing discounted fees for services to Participants. The PPO will be identified on the Participant’s identification card.

**Pre-Admission Tests/Testing:**

Pre-Admission Tests/Testing means tests performed on You in a Hospital before confinement as a resident Inpatient provided they meet all of the following requirements:

1. the tests are related to the performance of scheduled surgery;
2. the tests have been ordered by a Physician after a condition requiring surgery has been diagnosed and Hospital admission for surgery has been requested by the Physician and confirmed by the Hospital;
3. You are subsequently admitted to the Hospital or the confinement is canceled or postponed because a Hospital bed is unavailable or because there is a change in Your condition which precludes the surgery.

**Pre-Service Claim:**

Pre-Service Claim means any request for approval of a benefit with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

**Preferred Provider:**

Preferred Provider means a Physician, Hospital or other provider that is currently a participating member of a network of providers who have agreed with the Plan to provide services to eligible Participants at a negotiated rate. For prescription drugs available through the prescription Drug and/or specialty Drug program (as applicable), Preferred Provider means the prescription Drug card program or specialty Drug program and does not include any other network of providers with which the Plan contracts.

**Prior to Effective Date or After Termination Date:**

Prior to Effective Date or After Termination Date are dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminated, unless Extension of Benefits applies.

**Psychiatric Hospital:**

Psychiatric Hospital means a Qualified Treatment Facility constituted, licensed, and operated as set forth in the laws that apply to Hospitals, which meets all of the following requirements:

1. It is primarily engaged in providing psychiatric services for the diagnosis and treatment of mentally ill persons either by, or under the supervision of, a Physician;
2. It maintains clinical records on all patients and keeps records as needed to determine the degree and intensity of treatment provided;
3. It is licensed as a psychiatric hospital;

4. It requires that every patient be under the care of a Physician; and
5. It provides 24-hour-a-day nursing service.

The term Psychiatric Hospital does not include a Qualified Treatment Facility, or that part of a Qualified Treatment Facility, used mainly for nursing care, rest care, skilled care, care of the aged, Custodial Care or educational care.

**Psychiatric (Mental/Nervous) Treatment Facility:**

Psychiatric (Mental/Nervous) Treatment Facility means an administratively distinct governmental, public, private or independent unit or part of such unit that provides psychiatric services and care; such facility is at all times supervised by a staff of Physicians; provides at all times skilled nursing care by licensed nurses who are directed by a full-time Registered Nurse (R.N.); prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs which is supervised by a Physician and meets appropriate licensing standards.

**Psychologist:**

Psychologist means such person:

1. who is so licensed; or
2. who is so certified; or
3. who is listed in the National Register of Health Service Providers; or
4. who is a diplomat in clinical psychology through the American Board of Professional Psychologists.

**Qualified Practitioner:**

Qualified Practitioner means a Physician, a licensed speech or occupational therapist, licensed professional physical therapist, physiotherapist, audiologist, speech language pathologist, licensed professional counselor, certified Nurse Practitioner, certified psychiatric/mental health clinical nurse, or other practitioner or facility defined or listed herein, or approved by the Plan Administrator.

**Qualified Treatment Facility:**

Qualified Treatment Facility means a facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to individuals, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, community mental health center, residential treatment facility, Psychiatric Treatment Facility, Substance Abuse Treatment Center, alternative Birthing Center, Home Health Care Center, or any other such facility that the Plan approves.

**Registered Nurse (R.N.):**

Registered Nurse (R.N.) means an individual who has received specialized nursing training and is authorized to use the designation "R.N." and who is duly licensed by the state or regulatory agency responsible for such licensing in the state in which the individual performs such nursing services.

**Rescission or Rescind:**

Rescission or Rescind is a cancellation of coverage or discontinuance of coverage under the Plan that has retroactive effect, unless attributable to:

1. Failure to timely pay the cost of coverage; or
2. Fraud or intentional misrepresentation of material fact, as those circumstances are described under Health Care Reform and regulatory guidance.

**Residential Treatment Facility:**

Residential Treatment Facility means a facility licensed or certified as such by the jurisdiction in which it is located to operate a program for the treatment and care of Participants diagnosed with alcohol, drug or Substance Abuse disorders or mental Sickness.

**Retirement Status:**

Retirement Status means the priest has been granted retiree status by the Bishop. A Retirement Status priest may not return to an Active status.

**Room and Board:**

Room and Board means room, board, general duty nursing, intensive nursing care by whatever name called and any other services regularly furnished by the Hospital as a condition of occupancy of the class of accommodations occupied, but not including professional services of Physicians nor special nursing services rendered outside of an Intensive Care Unit by whatever name called.

**Sickness:**

Sickness means any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any workers' compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as a Sickness.

**Skilled Nursing Home:**

A Skilled Nursing Home is an institution, or distinct part thereof, which is lawfully run in the jurisdiction where it is located and maintains and provides:

1. Permanent and full-time bed care facilities for resident patients;
2. A Qualified Practitioner's services available at all times;
3. A Registered Nurse (R.N.) or Qualified Practitioner in charge and on full-time duty and one or more Registered Nurses (R.N.'s) or licensed vocational or practical nurses on full-time duty;
4. A daily record for each patient; and
5. Continuous skilled nursing care for persons during their convalescence from Sickness or Injury.

A Skilled Nursing Home is not, except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of drug addicts or alcoholics.

Skilled Nursing Home also includes any institution referring to itself as a skilled nursing facility or extended care facility.

**Social Worker:**

Social Worker means only a person who specializes in clinical social work and is licensed or certified as a Social Worker by the appropriate authority.

**Special Enrollee:**

A Special Enrollee is an eligible Employee who is entitled to and who requests Special Enrollment (as described in Section 3) within 31 days of losing other health coverage.

**Speech Therapy/Pathology:**

Speech Therapy/Pathology means a program of care which evaluates the patient's motor-speech skills, expressive and receptive language skills, writing and reading skills and determines if the patient requires an extensive hearing evaluation by an audiologist. The therapist also evaluates the patient's cognitive functioning, as well as his social interaction skills such as the ability to maintain eye contact and initiate conversation. Therapy may also involve developing the patient's speech, listening and conversational skills and higher-level cognitive skills such as understanding abstract thought, making decisions, sequencing, etc. Therapy may be considered medically appropriate even for patients who do not have apparent speech problems, but who have deficits in higher level language functioning as a result of trauma or identifiable organic disease process.

**Substance Abuse and/or Substance Use Disorder:**

Substance Abuse and/or Substance Use Disorder means any disease or condition that is classified as a Substance Use Disorder as listed in the current edition of the International Classification of Diseases, published by the U.S. Department of Health and Human Services, as listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, or other relevant State guideline or applicable sources.

The fact that a disorder is listed in any of the above publications does not mean that treatment of the disorder is covered by the Plan.

**Substance Abuse Treatment Center:**

Substance Abuse Treatment Center means a Qualified Treatment Facility which provides a program for the treatment of Substance Abuse by means of a written treatment plan approved and monitored by a Physician. The Qualified Treatment Facility must be:

1. Affiliated with a Hospital under a contractual agreement with an established system for patient referral;
2. Accredited as such a facility by the Joint Commission on Accreditation of Hospitals; or
3. Licensed, certified or approved as an alcohol or Substance Abuse treatment program or center by a state agency having legal authority to do so.

**Telehealth/Telemedicine:**

Telemedicine means professional evaluation and medical management services provided to patients through the use of digital tools such as remote physiologic monitoring, remote evaluation of images and/or video, virtual check in, interprofessional telephone/internet consultations, and interactive audio and video communications.

**Total Disability or Totally Disabled:**

For an Employee covered under this Plan, Total Disability means that, during the first 12 months of Disability, the Employee is prevented by Injury or Sickness from performing each and every material duty of his job or occupation.

After the first 12 months Disability, Total Disability or Totally Disabled means that the Employee is at all times prevented by Injury or Sickness from engaging in any job or occupation for wage or profit for which he is reasonably qualified by education, training, or experience.

**Uniformed Services:**

Uniformed Services means the Armed Forces, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or Emergency.

**Urgent Care Claim:**

Urgent Care Claim means any Pre-Service Claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health of the Claimant or the ability of the Claimant to regain maximum function, or in the opinion of a Physician with knowledge of the Claimant's medical condition, would subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. A Post-Service Claim is never an Urgent Care Claim.

**USERRA:**

USERRA means the Uniformed Services Employment and Reemployment Rights Act under which Employees will be eligible for coverage on the date they return to work, provided the Employee returns to work with the Employer within the specified time period in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Coverage for a reservist will be on the same basis it is for active employees and dependents. Eligibility Waiting Periods will be imposed only to the extent they are applicable prior to the period of uniformed services.

**Virtual Care:**

Virtual Care means professional evaluation and medical management services provided to patients through e-mail, telephone or webcam to communicate in real-time. Virtual Care is used to address non-urgent medical symptoms for patients describing new or ongoing symptoms to which Physicians respond with substantive medical advice. It does not include communication for reporting normal laboratory or test results or calling in or sending a prescription to a pharmacy.

**Waiting Period:**

Waiting Period means the period of Active Employment before an eligible Employee may become covered under this Plan.

**You and Your:**

You and Your refers to an eligible covered Employee, where appropriate in context and unless otherwise indicated.

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**SECTION 3**  
**ELIGIBILITY**

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**PLEASE NOTE THAT SECTIONS 3 AND 4 OF THIS DOCUMENT PROVIDE REQUIRED LANGUAGE DUE TO FEDERAL LAWS AND REGULATIONS AND THIS LANGUAGE HAS BEEN INCLUDED IN ITS ENTIRETY.**

## **ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE**

These provisions apply to Employees who become eligible on or after the effective date of this Plan.

Employees who were eligible and covered under any plan that this Plan replaces will be eligible on the Effective Date of this Plan. Any Waiting Period or portion thereof satisfied under the prior plan will be applied toward satisfaction of the Waiting Period of this Plan.

### **EMPLOYEE COVERAGE**

#### **Employee Eligibility**

You are eligible for coverage under the Plan if You are an Employee of the Employer and You are Legally Employed.

Your eligibility date is the date You satisfy the above conditions.

#### **Employee Effective Date**

Your effective date will be Your eligibility date. Your coverage under this Plan will commence on Your effective date provided that You have enrolled on forms furnished and accepted by the Plan Administrator within 31 days of Your effective date, and You are making any required contributions.

If Your completed enrollment forms are received by the Plan Administrator **more than 31 days after** Your effective date, You will be a **Late Enrollee**.

An eligible Employee must begin Active work with the Employer before coverage will be effective under the Plan. Employee coverage will begin at 12:01 AM on the Employee's effective date of coverage under the Plan.

### **SPECIAL AND LATE ENROLLMENT**

#### **SPECIAL ENROLLMENT**

If You have a special enrollment event, the Plan will provide a new Enrollment Date for You to enter the Plan as shown below. At that time, You will be able to enroll in the Plan without being subject to the Late Enrollee provisions of the Plan. If the Plan has more than one benefit option, You will be able to select from all options for which You are eligible.

#### **Special Enrollment for Individuals Losing Coverage**

You are entitled to enroll in the Plan during a Special Enrollment Period if You meet all of the following requirements:

1. You are eligible for coverage under the Plan but are not currently covered under the Plan;
2. You previously declined to enroll in the Plan and signed a written waiver of coverage, stating as the reason the existence of alternative group or other health coverage (including COBRA); and
3. You were covered under such alternative group or other health coverage at the time You signed the waiver, and such coverage is no longer available, for any of the reasons set forth below.

A loss of coverage occurs if the other coverage ends:

1. Due to Your exhaustion of the maximum COBRA period;

2. Due to Your loss of eligibility. "Loss of Eligibility" means loss of coverage resulting from termination of employment, a reduction in the number of hours of employment, or any loss of eligibility after a period that is measured based on any of those events.

Loss of Eligibility shall not mean loss of coverage resulting from an individual's failure to pay premiums on a timely basis or any termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of fact in connection with such coverage) or

3. Due to termination of employer contributions towards the cost of the other coverage.

A special enrollment event occurs when one of the above takes place. You **must** provide proof that the other coverage was lost due to one of the above shown reasons. At that time, an Employee may be enrolled in this Plan.

### **Special Enrollment Period (Time Frames for Enrollment)**

"Special Enrollment Period" shall mean, with respect to "Special Enrollment for Individuals Losing Coverage," the period which ends 31 days after:

1. The date on which the coverage is exhausted, if the coverage was COBRA continuation coverage; or
2. The date on which the coverage terminated because of Loss of Eligibility or termination of employer contributions toward the cost of such coverage, for other individual or group health coverage.

### **Late Enrollment**

An enrollment is "late" if it is not made on a "timely basis" or during a special enrollment period.

If an individual loses eligibility for coverage as a result of terminating employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a Late Enrollee.

The Enrollment Date for a Late Enrollee is the first day of coverage. Thus, the time between the date a Late Enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period.

### **Effective Date of Coverage; Conditions**

All conditions for effectiveness of coverage under the Plan which are set forth in "Employee Coverage" will apply to persons enrolling during a Special Enrollment Period. Coverage for Employees enrolling during a Special Enrollment Period will become effective at 12:01 AM on the date following the loss of coverage or the first day of the month following the receipt by the Plan of the required enrollment forms. Enrollment must be in writing in a form furnished and accepted by the Plan Administrator, and must be received by the Plan Administrator within 31 days of the eligibility date under "Special Enrollment Period". If You enroll for coverage more than 31 days after the date of qualifying event under the Special Enrollment Period, You will be considered a Late Enrollee under the Plan.

## **GINA**

“GINA” prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term “genetic information” means, with respect to any individual, information about:

1. Such individual’s genetic tests;
2. The genetic tests of family members of such individual; and
3. The manifestation of a disease or disorder in family members of such individual.

The term “genetic information” includes participating in clinical research involving genetic services. Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations, or chromosomal changes. Genetic information is a form of Protected Health Information (PHI) as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to applicable Privacy and Security Standards.

Family members as it relates to GINA include dependents, plus all relatives to the fourth degree, without regard to whether they are related by blood, marriage, or adoption. Underwriting as it relates to GINA includes any rules for determining eligibility, computing premiums or contributions, and applying preexisting condition limitations. Offering reduced premiums or other rewards for providing genetic information would be impermissible underwriting.

GINA will not prohibit a health care Provider who is treating an individual from requesting that the patient undergo genetic testing. The rules permit the Plan to obtain genetic test results and use them to make claims payment determinations when it is necessary to do so to determine whether the treatment provided to the patient was medically advisable and/or necessary.

The Plan may request, but not require, genetic testing in certain very limited circumstances involving research, so long as the results are not used for underwriting, and then only with written notice to the individual that participation is voluntary and will not affect eligibility for benefits, premiums or contributions. In addition, the Plan will notify and describe its activity to the Health and Human Services secretary of its activities falling within this exception.

While the Plan may collect genetic information after initial enrollment, it may not do so in connection with any annual renewal process where the collection of information affects subsequent enrollment. The Plan will not adjust premiums or increase group contributions based upon genetic information, request or require genetic testing or collect genetic information either prior to or in connection with enrollment or for underwriting purposes.

## **REINSTATEMENT OF COVERAGE**

An Employee who is terminated and rehired will be treated as a new Employee upon rehire and be subject to all new Employee eligibility and Waiting Period requirements only if the Employee was not credited with an hour of service with the Employer for a period of at least one year immediately preceding the date of rehire.

Upon return, coverage will be effective on the first of the month following the day You return to work, so long as all other eligibility criteria are satisfied.

Employees returning from an approved Leave of Absence or temporary layoff of less than one year and who did not continue coverage will be effective on the first of the month following the date of return, so long as all other eligibility criteria are satisfied (any applicable Waiting Period is waived). Employees returning from an approved Leave of Absence or temporary layoff exceeding one year and who did not continue coverage will be subject to all new Employee eligibility and Waiting Period requirements.

## **TERMINATION OF COVERAGE**

Coverage under this Plan for any Participant will terminate at 12:01 AM on the earliest of the following:

1. The date of termination of the Plan;
2. The last day of the month in, or with respect to which, he requests that such coverage be terminated, provided such request is made on or before such date;
3. The date of the expiration of the last period for which the Employee has made a contribution, in the event of his failure to make, when due, any contribution for coverage for himself to which he has agreed in writing;
4. The last day of the month in which he ceases to be eligible for such coverage under the Plan;
5. The last day of the month in which the termination of employment occurs; or
6. Immediately after an Employee submits, or has knowledge of the submission of, a fraudulent claim or any fraudulent information to the Plan, including enrollment information.
7. The date You die.

## **RETIREE CONTINUATION**

Retirement Status priests over 65 must elect Medicare Parts A & B, and coverage will continue with Medicare as the primary payer. Retirement Status priests are those priests who have been granted Retirement Status by the Diocesan Bishop.

## **IMPORTANT NOTICE FOR ACTIVE EMPLOYEES AGE 65 AND OVER**

If You are an active Employee age 65 and over and are eligible for Medicare, You have the option of either:

1. Continuing coverage under this Plan, in which case Medicare benefits would be secondary to this Plan; or
2. Electing Medicare coverage as primary, in which case **no benefits** would be payable under this Plan.

Contact Your Plan Administrator for further information.

## **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) is a Federal law, effective October 13, 1994, which provides that You may elect to continue coverage under the Plan for Yourself and Your dependents, where:

1. They were Participants in the Plan immediately prior to the Employee’s Leave of Absence for Uniformed Service; and
2. The reason for the Employee’s Leave of Absence is service in the Uniformed Service of coverage during military leave.

The law requires that an Employer continue to provide coverage under this Plan during a military leave that is covered by the Act for You and Your dependents which is identical to coverage provided under the Employer’s Plan to similarly situated, Employees and dependents. This means that if the coverage for similarly situated Employees and dependents is modified, coverage for the individual on USERRA leave will be modified. The cost of such coverage will be:

1. For leaves of 30 days or less, the same as the Employee contribution required for similarly situated Employees;
2. For leaves of 31 days or more, up to 102% of the full Plan contribution.

Continuation applies to medical, prescription Drug, vision and other health coverages as provided under this Plan. Short and long term Disability and life insurance coverage will not be included in this continuation.

For Employers subject to COBRA, continued coverage provided under this provision will reduce the allowed maximum period of continuation provided under COBRA.

### **Maximum Period of Coverage during USERRA Leave**

Continued coverage under this provision will terminate on the earlier of the following events:

1. The date You fail to return to Employment with the Employer following completion of Your leave. Employees must return to employment within:
  - a. The first full business day of completing Uniformed Service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such Uniformed Service,
  - b. 14 days of completing Uniformed Service, for leaves of 31 to 180 days,
  - c. 90 days of completing Uniformed Service, for leaves of more than 180 days; or
2. 24 months from the date Your leave began.

### **REINSTATEMENT OF COVERAGE FOLLOWING MILITARY LEAVE**

The law also requires, regardless of whether continuation as stated above was elected, that Your coverage and Your dependents’ coverage be reinstated immediately upon Your honorable discharge from Uniformed Service and return to employment, if You return within:

1. The first full business day of completing Your Uniformed Service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such Uniformed Service;
2. 14 days of completing Uniformed Service, for leaves of 31 to 180 days;
3. 90 days of completing Uniformed Service, for leaves of more than 180 days;

If, due to a Sickness or Injury caused or aggravated by Your Uniformed Service, You cannot return to work within the times stated above, You may take up to a period of two years, or as soon as reasonably possible if for reasons beyond Your control You cannot return within two years, to recover from such Sickness or Injury and return to employment within the times stated above.

Continued coverage through USERRA will not include coverage for any Sickness or Injury caused or aggravated by Your military service, as determined by the Secretary of Veteran Affairs.

NOTE: For complete information regarding Your rights under the Uniformed Services Employment and Reemployment Rights Act, contact Your Employer.

## CONTINUATION OF COVERAGE

### EMPLOYEE CONTINUATION

#### Benefits Affected by Employee Continuation

Any Employee option may include the benefits for which the person eligible for Employee Continuation was covered just prior to the “qualifying event” (the event which qualifies a person for continued coverage under Employee Continuation).

#### Employee Rights to Continuation

An Employee that is covered by this Plan has a right to elect continuation if coverage is lost or cost increases due to:

1. A reduction in the Employee's hour of work; or
2. The termination of the Employee's working hours. This will not apply if termination is due to gross misconduct on the Employee's part.
3. Loss of Eligibility as defined under this Plan.

#### Maximum Time Periods

Continuation will be available for a qualified beneficiary up to the maximum time period shown in items 1 or 2 below. Multiple qualifying events which may be combined under Employee Continuation will not continue a beneficiary's coverage for more than 29 months beyond the date of the original qualifying event. The continuation period is measured from the loss of coverage date.

1. Up to 18 months for an Employee when coverage terminates due to reduction of hours worked, or termination of employment for reasons other than gross misconduct. Note: an individual who is disabled on the date of the qualifying event may have Employee Continuation coverage extended (and an extra fee may be charged) from 18 months to 29 months provided that:
  - a. The individual is determined as being disabled for Social Security purposes before or during the first 60 days of Employee Continuation coverage; and
  - b. The individual notifies the Plan Administrator within 60 days of the Social Security Administration's determination of Disability and within the original 18-month Employee Continuation period which applies to the person.
2. Under Employee Continuation's special bankruptcy rules for retirees who are Participants, continuation coverage following the qualifying event of the Employer's filing for reorganization under the Bankruptcy Code must extend until the date of death of the retired Employee.

For this item 3, coverage does not terminate when the person becomes entitled to Medicare.

#### Continued coverage may also cease before the end of the maximum period on the earliest to occur of the following dates:

1. The date that the Employer ceases to provide a group health plan to any Employee;
2. The date on which coverage ceases by reason of the qualified beneficiary's failure to make timely payment of any required premium. This is retroactive to the last day for which payment was received;
3. The date that the qualified beneficiary first becomes, after the date of election, covered under any other group health plan (as an employee or otherwise), or entitled to either Medicare Part A or Part B (whichever comes first), except as stated in item 3 above); or
4. The first day of the month that begins more than 30 days after the date of the Social Security Administration's determination that the qualified beneficiary is no longer disabled, but in no event before the end of the maximum coverage period that applied without taking into consideration the Disability extension.



**Electing Employee Continuation**

Each person covered by this Plan has an independent right to elect Employee Continuation.

If coverage has been terminated in anticipation of a qualifying event, the right to Employee Continuation will still apply at the time of the event. In this case, Employee Continuation will be effective on the date of the event even though it is after the date coverage is lost or cost increased.

**Notice and Election Requirements**

When coverage terminates due to an Employee's death, termination or reduction of hours, entitlement to Medicare, bankruptcy or failure to return from FMLA Leave, the Employer has 30 days from the date of such event in which to notify the Plan Administrator or Administrative Services Manager of the qualifying event.

Complete instructions on how to elect continuation coverage will be provided by the Plan Administrator or Administrative Services Manager within 14 days of receiving notice of the qualifying event. Qualified beneficiaries then have 60 days in which to elect continuation. The 60-day period is measured from the later of the date coverage terminates and the date of the notice containing instructions. If You elect Employee Continuation within the 60-day period, Employee Continuation will be effective on the date that You would lose coverage. If You do not elect Employee Continuation within this 60-day period, Employee Continuation will not be available. Your coverage under the Plan will terminate.

**Premium Requirements**

Once coverage is elected, payment for the cost of the initial period of coverage must be made within 45 days. Thereafter, payments are due on the first day of each month to continue coverage for that month. If a payment is not received within 30 days of the due date, coverage will be canceled and will not be reinstated. If the initial or subsequent premium payments are not made, coverage will be retroactively terminated back the last day for which payment was received.

The Plan may add a 2% administration charge to the premium cost. The Plan may charge an additional 50% during the 11-month extension for total Disability if the disabled individual is covered.

**Disability Extension of 18-Month Period of Continuation Coverage**

If you are determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you may be entitled to receive up to an additional 11 months of Employee Continuation coverage, for a total maximum of 29 months. The Disability would have to have started at some time before the 60th day of Employee Continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must provide notice to the Human Resource department of your employer of the Disability within 60 days after the latest of: 1) The date of the SSA Disability determination; 2) The date on which the qualifying event occurs; 3) The date on which the qualified beneficiary loses coverage; or 4) The date on which the qualified beneficiary is informed of the obligation to provide the Disability notice.

**Procedures for Providing Notice to the Plan**

In order to maintain Your rights under Employee Continuation, You are required to provide the Plan with notice of certain events, as described above. The Plan will consider Your obligation to provide notice satisfied if you provide written notice to the Plan Administrator that includes:

1. The Employee's name and social security number or identification number;
2. The name of the individual to whom the notice applies;
3. The reason for which notice is being provided; and
4. The address and phone number where You can be contacted.

Notice should be addressed to the Human Resources Department, Attn: Employee Continuation Administration. Notice should be mailed to the Plan Administrator's address shown in this Plan. Your notice will not satisfy Your obligation if it is not provided within the time frame stated above for that notice.

**Other Information**

The Plan Administrator will answer any questions You may have on Employee Continuation.

To protect Your rights under Employee Continuation, You should notify the Plan Administrator of any changes that affect Your coverage. Such changes include a change for You in address or other insurance coverage. When providing any notice to the Plan, a copy should be maintained for Your own records.

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## **SECTION 4**

### **GENERAL PLAN INFORMATION**

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**PLEASE NOTE THAT SECTIONS 3 AND 4 OF THIS DOCUMENT PROVIDE REQUIRED LANGUAGE DUE TO FEDERAL LAWS AND REGULATIONS AND THIS LANGUAGE HAS BEEN INCLUDED IN ITS ENTIRETY.**

### **ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION**

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION, made by Diocese of La Crosse the “Plan Sponsor” as of January 1, 2021 hereby amends and restates the Diocese of La Crosse Priest Group Health Benefit Plan (the “Plan”), which was originally adopted by the Company, effective January 1, 1992.

#### **Effective Date**

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, or on such other date as specified in an applicable collective bargaining agreement (if any) with respect to the Employees covered by such agreement (the “Effective Date”).

#### **Adoption of the Plan Document**

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

## PLAN DESCRIPTION INFORMATION

### INTRODUCTION AND PURPOSE

The Plan Sponsor has established the Plan for the benefit of eligible Employees, on the terms and conditions described herein. Plan benefits are self-funded through a benefit fund or a trust established by the Plan Sponsor and self-funded with contributions from Participants and/or the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits.

The Plan Sponsor's purpose in establishing the Plan is to help to offset, for eligible Employees, the economic effects arising from a non-occupational Injury or Sickness. To accomplish this purpose, the Plan Sponsor must be cognizant of the necessity of containing health care costs through effective plan design, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to the maximum feasible extent.

The purpose of this Plan Document and Summary Plan Description is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for eligible benefits. The Plan Document is maintained by the Plan Sponsor and may be inspected at any time during normal working hours by any Participant.

<b>PLAN NAME</b>	Diocese of La Crosse Priest Group Medical Benefit Plan
<b>TYPE OF PLAN</b>	A self-funded welfare benefit plan providing certain medical benefits to covered Employees.  This Plan is not financed or administered by an insurance company. The Plan's benefits are not guaranteed by a contract of insurance.
<b>PLAN EFFECTIVE DATE</b>	July 1, 2020 & January 1, 2021
<b>GROUP NUMBER</b>	8236
<b>PLAN YEAR FOR GOVERNMENT REPORTING</b>	January 1 to December 31
<b>PLAN ADMINISTRATOR</b>	St. Ambrose Financial Services, Inc. 3710 East Avenue South P.O. Box 4004 La Crosse, WI 54602-4004 (608) 791-2669
<b>PLAN SPONSOR</b>	Diocese of La Crosse 3710 East Avenue South P.O. Box 4004 La Crosse, WI 54602-4004 (608) 788-7700
<b>PLAN NUMBER</b>	501
<b>PLAN SPONSOR IDENTIFICATION NUMBER</b>	39-0807229
<b>ADMINISTRATIVE SERVICE MANAGER</b>	Benefit Plan Administrators 402 Graham Avenue – 4 <sup>th</sup> Floor Eau Claire, WI 54701 (715) 832-5535 (800) 236-7789

**AGENT FOR SERVICE OF LEGAL  
PROCESS**

Mr. Dennis Herricks  
St. Ambrose Financial Services, Inc.  
3710 East Avenue South  
P.O. Box 4004  
La Crosse, WI 54602-4004  
(608) 791-2669

This Plan is a legal entity. Service for legal process may be filed with the Agent for Service of Legal Process.

## **PLAN ADMINISTRATION**

### **Plan Administrator**

The Plan is administered by the Plan Administrator. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator has retained the services of the Administrative Service Manager to provide certain claims processing and other technical services.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of what services, supplies, care and treatments are Experimental), to decide disputes which may arise relative to a Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator as to the facts related to any Claim for Benefits and the meaning and intent of any provision of the Plan, or its application to any claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator decides, in its discretion, that the Participant is entitled to them.

### **Duties of the Plan Administrator**

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Participant's rights;
6. To prescribe procedures for filing a Claim for Benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials;
7. To keep and maintain the Plan documents and all other records pertaining to the Plan;
8. To appoint and supervise a Claims Administrator to pay claims;
9. To establish and communicate procedures to determine whether a medical child support order is a Qualified Medical Child Support Order QMCSO;
10. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
11. To perform each and every function necessary for or related to the Plan's administration.



## **COORDINATION OF BENEFITS**

### **Benefits Subject to This Provision**

This provision shall apply to all benefits provided under any section of this Plan with the following exception: Coordination does not apply to prescription Drug benefits available under a prescription Drug card.

### **Excess Insurance**

If at the time of Injury, Sickness, disease or Disability there is available, or potentially available, any other source of Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

The Plan's benefits will be excess to, whenever possible:

1. any primary payer besides the Plan;
2. any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
3. any policy of insurance from any insurance company or guarantor of a third party;
4. workers' compensation or other liability insurance company; or
5. any other source, including but not limited to crime victim restitution funds, any medical, Disability or other benefit payments, and school insurance coverage.

### **Vehicle Limitation**

When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies. This applies to all forms of medical payments under vehicle plans and/or policies regardless of its name, title or classification.

### **Allowable Expenses**

"Allowable Expenses" shall mean the Maximum Allowable Charge for any Medically Necessary, eligible item of expense, at least a portion of which is covered under this Plan. When some Other Plan pays first in accordance with the Application to Benefit Determinations provision in the Coordination of Benefits section, this Plan's Allowable Expenses shall in no event exceed the Other Plan's Allowable Expenses.

When some "Other Plan" provides benefits in the form of services (rather than cash payments), the Plan Administrator shall assess the value of said benefit(s) and determine the reasonable cash value of the service or services rendered, by determining the amount that would be payable in accordance with the terms of the Plan. Benefits payable under any Other Plan include the benefits that would have been payable had the claim been duly made therefore, whether or not it is actually made.

### **Claim Determination Period**

"Claim Determination Period" shall mean each Calendar Year.

### **Effect on Benefits:**

#### **Application to Benefit Determinations**

The Plan that pays first according to the rules in the section entitled "Order of Benefit Determination" will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Allowable Expenses. When there is a conflict in the rules, this Plan will never pay more than 50% of Allowable Expenses when paying secondary. Benefits will be coordinated on the basis of a Claim Determination Period.

When medical payments are available under automobile insurance, this Plan will pay excess benefits only, without reimbursement for automobile plan deductibles. This Plan will always be considered the secondary carrier regardless of the individual's election under personal injury protection (PIP) coverage with the automobile insurance carrier.

In certain instances, the benefits of the Other Plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when:

1. The Other Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined; and
2. The rules to the section entitled "Order of Benefit Determination" would require this Plan to determine its benefits before the Other Plan.

### **Order of Benefit Determination**

For the purposes of the section entitled "Application to Benefit Determinations," the rules establishing the order of benefits determination are:

1. A plan without a coordinating provision will always be the primary plan;
2. the benefits of a plan which covers the person on whose expenses claim is based, other than as a dependent, shall be determined before the benefits of a plan which covers such person as a dependent;
3. If the person for whom claim is made is a dependent child covered under both parents' plans, the plan covering the parent whose birthday (month and day of birth, not year falls earlier in the year will be primary, except:
  - a. When the parents were never married, are separated or are divorced, and the parent with the custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody; or
  - b. When the parents are divorced and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent, and the benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan; which covers that child as a dependent of the parent without custody.

**Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the child's health care expenses, the benefits of the plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any Other Plan which covers the child as a depend child; and**

4. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expense claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person the shorter period of time;
5. To the extent required by Federal and State regulations, this Plan will pay before any Medicare, Tricare, Medicaid, State child health benefits or other applicable State health benefits program.

### **Right to Receive and Release Necessary Information**

For the purpose of determining the applicability of the implementing the terms of this provision or any provision of similar purpose of any Other Plan, this Plan may, without the consent of or notice to any person, release to or obtain from any insurance company, or other organization or individual, any information with respect to any person, which the Plan deems to be necessary for such purposes. Any person claiming benefits under this Plan shall burnish to the Plan such information as may be necessary to implement this provision.

### **Facility of Payment**

Whenever payment which should have been made under this Plan in accordance with this provision have been made under any Other Plans, the Plan Administrator may, in its sole discretion, pay any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under this Plan and, to the extent of such payments, this Plan shall be fully discharged from liability.

### **Right of Recovery**

Whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this section, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Participant or his or her dependents.

### **Provision for Coordination of Benefits with Medicare**

#### **Definitions**

1. "Medicare" means that portion of Title 18 of the United States Social Security Act of 1965, as then constituted or as amended in the future.
2. "Fully Covered Person" means any person who is both eligible for and enrolled in ("entitled") Medicare coverage.
3. "Full Medicare Coverage" means coverage for all of the benefits provided under Medicare with the exception of Medicare Part D, including any benefits provided on an optional basis.

#### **Effects on Benefits**

Coordination of benefits does not apply to Medicare Part D.

The benefits payable under this Plan for expenses incurred (as determined by the Covered Expenses section of this Plan) by a Fully Covered Person shall be reduced by the amount such Fully Covered Person is eligible for benefits under Full Medicare Coverage. Any benefits received from Full Medicare Coverage not covered by this Plan shall not reduce benefits payable under this Plan.

Except that:

For active Employees age 65 and older who continue to participate in this Plan, this Plan will provide its full regular benefits first and Medicare coverage may provide supplemental benefits for those expenses not paid by this Plan. If any Participant is eligible for Medicare benefits because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of Medicare entitlement unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law. This provision intends to comply with the TEFRA Act of 1982.

The Participant has the right to voluntarily enroll in Medicare due to an ESRD diagnosis and has the right not to be requested or encouraged to disenroll from this Plan, except in circumstances specified in federal law. The Plan will not reduce benefits where federal law requires that benefits are determined without regard to benefits available under Medicare.

## **THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT**

### **Payment Condition**

The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Sickness, disease or Disability is caused in whole or in part by, or results from the acts or omissions of Participants, and/or their dependents, beneficiaries, estate, heirs, guardian, personal representative or assigns (collectively referred to hereinafter in this section as "Participant(s)") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance and/or guarantor(s) of a third party (collectively "coverage").

Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Participant(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Participant(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Participant shall be a trustee over those Plan assets.

In the event a Participant(s) settles, recovers or is reimbursed by any coverage, the Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Participant(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Participant(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.

If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Participant(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the Plan may seek reimbursement.

### **Subrogation**

As a condition to participating in and receiving benefits under this Plan, the Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any coverage to which the Participant(s) is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Participant(s) fails to so pursue said rights and/or action.

If a Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Participant(s) may have against any coverage and/or party causing the Sickness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Participant is obligated to notify the Plan or its Authorized Representative of any settlement prior to finalization of the settlement, execution of a release or receipt of applicable funds. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

The Plan may, at its discretion, in its own name or in the name of the Participant(s) commence a proceeding or pursue a claim against any party or coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.

If the Participant(s) fails to file a claim or pursue damages against:

1. The responsible party, its insurer or any other source on behalf of that party.

2. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a third party.
4. Workers' compensation or other liability insurance company.
5. Any other source, including but not limited to crime victim restitution funds; any medical, Disability or other benefit payments; and school insurance coverage.

The Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Participant's//Participants' and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

### **Right of Reimbursement**

The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Participant(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, make whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Participant(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, Disability or other expenses and extends until the date upon which the liable party is released from liability. If the Participant's/Participants' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Participant are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Participant's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

No court costs, experts' fees, attorneys' fees, filing fees or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan.

The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.

These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Participant(s).

This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Sickness, Injury, disease or Disability.

### **Participant is a Trustee over Plan Assets**

Any Participant who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any Injury or accident. By virtue of this status, the Participant understands that he or she is required to:

1. notify the Plan or its Authorized Representative of any settlement prior to finalization of the settlement, execution of a release or receipt of applicable funds;
2. instruct his or her attorney to ensure that the Plan and/or its Authorized Representative is included as a payee on all settlement drafts;

3. in circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement, judgment or other source of coverage to include the Plan or its Authorized Representative as a payee on the settlement draft; and,
4. hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

To the extent the Participant disputes this obligation to the Plan under this section, the Participant or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorneys' fees, for which he or she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.

No Participant, beneficiary or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section, will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

### **Release of Liability**

The Plan's right to reimbursement extends to any incident related care that is received by the Participant(s) (Incurred) prior to the liable party being released from liability. The Participant's/Participants' obligation to reimburse the Plan is therefore tethered to the date upon which the claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Participant has an obligation to review the "lien" provided by the Plan and reflecting claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be incurred, and for which the Plan will be asked to pay.

### **Excess Insurance**

If at the time of Injury, Sickness, disease or Disability there is available, or potentially available, any coverage (including but not limited to coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of coverage, except as otherwise provided for under the Plan's Coordination of Benefits section. The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
3. Any policy of insurance from any insurance company or guarantor of a third party.
4. Workers' compensation or other liability insurance company.
5. Any other source, including but not limited to crime victim restitution funds; any medical, Disability or other benefit payments; and school insurance coverage.

### **Separation of Funds**

Benefits paid by the Plan, funds recovered by the Participant(s) and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Participant(s), such that the death of the Participant(s), or filing of bankruptcy by the Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien or the Plan's right to subrogation and reimbursement.

### **Wrongful Death**

In the event that the Participant(s) dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

## **Obligations**

It is the Participant's/Participants' obligation at all times, both prior to and after payment of medical benefits by the Plan:

1. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions and/or cooperating in trial to preserve the Plan's rights.
2. To provide the Plan with pertinent information regarding the Sickness, disease, Disability, or Injury, including accident reports, settlement information and any other requested additional information.
3. To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights.
4. To do nothing to prejudice the Plan's rights of subrogation and reimbursement.
5. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received.
6. To notify the Plan or its Authorized Representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
7. To notify the Plan or its Authorized Representative of any settlement prior to finalization of the settlement.
8. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Participant may have against any responsible party or coverage.
9. To instruct his or her attorney to ensure that the Plan and/or its Authorized Representative is included as a payee on any settlement draft.
10. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement to include the Plan or its Authorized Representative as a payee on the settlement draft.
11. To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Participant over settlement funds is resolved.

If the Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Participant(s).

The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Participant's/Participants' cooperation or adherence to these terms.

## **Offset**

If timely repayment is not made, or the Participant and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Participant's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Participant(s) in an amount equivalent to any outstanding amounts owed by the Participant to the Plan. This provision applies even if the Participant has disbursed settlement funds.

## **Minor Status**

In the event the Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

**Language Interpretation**

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision and to administer the Plan's subrogation and reimbursement rights with respect to this provision. The Plan Administrator may amend the Plan at any time without notice.

**Severability**

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.



## **GENERAL PROVISIONS**

### **IN GENERAL**

Any and all rights or benefits accruing to any person under this Plan shall be subject to all terms and conditions of this Plan. The adoption and maintenance of this Plan shall not constitute a contract between the Company and any Participant or be consideration for, or an inducement or condition of, employment of an Employee. Neither participation nor anything contained in this Plan shall give any Employee the right to be retained in the Employ of the Company, nor shall it interfere with the right of the Company to discharge any Employee at any time.

### **BINDING ARBITRATION**

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Plan, or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this binding arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, State law governing agreements to arbitrate shall apply.

The Participant and the Plan Administrator agree to be bound by this binding arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The Participant and the Plan Administrator agree to give up the right to participate in class arbitration against each other. Even if applicable law permits class actions or class arbitrations, the Participant waives any right to pursue, on a class basis, any such controversy or claim against the Plan Administrator and the Plan Administrator waives any right to pursue on a class basis any such controversy or claim against the Participant.

The arbitration findings will be final and binding except to the extent that State or Federal law provides for the judicial review of arbitration proceedings.

The arbitration is begun by the Participant making written demand on the Plan Administrator. The arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") according to its applicable Rules and Procedures. If, for any reason, JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by mutual agreement of the Participant and the Plan Administrator, or by order of the court, if the Participant and the Plan Administrator cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, the Plan Administrator will assume all or a portion of the costs of the arbitration.

### **CANCELLATION OF BENEFITS**

If the Plan Administrator is unable to ascertain the whereabouts of any person to whom benefits are payable under the Plan, and if, after one year from the date such payment is due, a notice of such payment due is mailed to the last known address of such person as shown on the records of the Plan Administrator, and within three months after such mailing such person has not filed with the Plan Administrator written claim therefore, the Plan Administrator may direct that such payment be cancelled and forfeited and, upon such cancellation the Plan shall have no further liability therefore.

### **CLERICAL ERROR/DELAY**

Clerical errors made on the records of the Plan and delays in making entries on such records shall not invalidate coverage nor cause coverage to be in force or to continue in force. Rather, the Effective Dates of coverage shall be determined solely in accordance with the provisions of this Plan regardless of whether any contributions with respect to Participants have been made or have failed to be made because of such errors or delays. Upon discovery of any such error or delay, an equitable adjustment of any such contributions will be made.

## **CONFORMITY WITH APPLICABLE LAWS**

This Plan shall be deemed to automatically be amended to conform as required by any applicable law, regulation or the order of judgment of a court of competent jurisdiction governing provisions of this Plan, including, but not limited to, stated maximums, exclusions or statutes of limitations. In the event that any law, regulation or the order or judgment of a court of competent jurisdiction causes the Plan Administrator to pay claims which are otherwise limited or excluded under this Plan, such payments will be considered as being in accordance with the terms of this Plan Document. It is intended that the Plan will conform to the requirements of any other applicable law.

## **DISCRETIONARY AUTHORITY**

The Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents; to make determinations in regards to issues relating to eligibility for benefits; to decide disputes that may arise relative to a Participant's rights; and to determine all questions of fact and law arising under the Plan.

## **FAILURE TO ENFORCE PLAN PROVISIONS**

The Plan's failure to enforce any provision of the Plan will not affect the right, thereafter, to enforce such provision nor affect the right to enforce any other provision of the Plan.

## **FILING OF INFORMATION**

Each covered Employee, covered dependent or other interested person shall file with the Plan Administrator such pertinent information concerning himself as the Plan Administrator may specify, including proof or continued proof of dependency or eligibility, and in such manner and form as the Plan Administrator may specify or provide, and such person shall not have rights or be entitled to any benefits or further benefits hereunder unless such information is filed by him or on his behalf.

## **FRAUD**

Under this Plan, coverage may be retroactively canceled or terminated (rescinded) if a Participant acts fraudulently or intentionally makes material misrepresentations of fact. It is a Participant's responsibility to provide accurate information and to make accurate and truthful statements, including information and statements regarding family status, age, relationships, etc. It is also a Participant's responsibility to update previously provided information and statements. Failure to do so may result in coverage of Participant being canceled, and such cancellation may be retroactive.

If a Participant, or any other entity, submits or attempts to submit a claim for or on behalf of a person who is not a Participant of the Plan; submits a claim for services or supplies not rendered; provides false or misleading information in connection with enrollment in the Plan; or provides any false or misleading information to the Plan as it relates to any element of its administration, that shall be deemed to be fraud. If a Participant is aware of any instance of fraud and fails to bring that fraud to the Plan Administrator's attention that shall also be deemed to be fraud. Fraud will result in immediate termination of all coverage under this Plan for the Participant and their entire family unit of which the Participant is a member.

A determination by the Plan that a rescission is warranted will be considered an Adverse Benefit Determination for purposes of review and appeal. A Participant whose coverage is being rescinded will be provided a 30-day notice period as described under the Affordable Care Act (ACA) and regulatory guidance. Claims Incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims Incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under this Plan.

## **GENDER AND NUMBER**

When used in this Plan, any use of masculine pronouns includes the feminine, any use of the singular includes the plural and vice versa.

## **HEADINGS**

The headings used in this Plan Document are used for convenience of reference only. Participants are advised not to rely on any provision because of the heading.

## **INDEMNIFICATION**

1. Claims Administrator shall, to the extent possible, advise Employer of any legal actions against it or Employer which involve the Plan or the obligations of Employer or Claims Administrator under the Plan or this Agreement. Employer shall undertake the defense of such action (including the selection of counsel for Employer and Claims Administrator acceptable to Employer) and be responsible for the costs of defense; provided, however, that Employer shall not be responsible for defense costs for actions for which Claims Administrator is required to indemnify Employer (see Item 2 below). In addition, Claims Administrator shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Claims Administrator. It is further agreed that Claims Administrator (provided no conflicts of interest exist) shall fully cooperate with Employer in Employer's defense of any action arising out of matters related to the Plan or this Agreement.
2. In performing its obligations under this Agreement, Claims Administrator shall use Reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to plans of similar size and characteristics as the Plan. Claims Administrator shall indemnify, defend and hold harmless Employer and the Plan, and their respective directors, shareholders, and agents (collectively, "Employer Group"), from and against any fine, penalty, loss, damage, Injury, claim, cost expense (including, without limitation, Reasonable attorneys' fees and other Reasonable costs and expenses incident to any suit, action, investigation, claim or proceeding) or other liability (collectively, "Liabilities") that may be asserted against or Incurred by Employer Group and that arise out of any act or omission of Claims Administrator, or its employees, agents or subcontractors ("Claims Administrator Personnel"), in connection with the performance of Claims Administrator's obligations hereunder, where such act or omission constitutes: (a) the failure of Claims Administrator to perform its obligations under the Agreement in accordance with the standard set for the above; (b) breach of fiduciary duty by Claims Administrator; or (c) the failure to apply, or negligent application of, established oversight, monitoring, or credentialing standards to any members of the health care provider panel of any managed health care organization with whom Claims Administrator or Plan, directly or indirectly through one or more levels of contracting relationships; *provided, however*, that the foregoing indemnity shall not apply to (i) Liabilities resulting from the negligence or willful misconduct of Employer, or its employees, agents or subcontractors other than Claims Administrator, or (ii) the portion of any Liabilities represented by an amount or amounts payable to a Plan pursuant to the terms of a Plan (which amounts shall be discharged by Claims Administrator by making such payment or payments from assets of such Plan).
3. Claims Administrator does not insure or underwrite the liability of Employer under the Plan. Employer retains the ultimate responsibility for claims under the Plans and all expenses incident to the Plans, except as specifically undertaken in this Agreement by Claims Administrator. Employer agrees to defend, indemnify, and hold harmless Claims Administrator and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including attorneys' fees, or other cost or obligation that may be asserted against or Incurred by Claims Administrator resulting from or arising out of claims, lawsuits, demands, settlements or judgments brought against Claims Administrator in connection with the design or of the Plans or its provision of services hereunder unless such liability is attributable to an action for which Claims Administrator is required to indemnify Employer (pursuant to Item 2 above).

## **MENTAL HEALTH PARITY**

Pursuant to the Mental Health Parity Act of 1996 (MHPA) and Mental Health Parity and Addiction Equity Act of 2008, (MHPAEA), collectively, the mental health parity provisions, this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

## **NO WAIVER OF ESTOPPEL**

No term, condition or provision of the Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written instrument of the party charged with such waiver of estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than specifically waived.

## **NON-DISCRIMINATION**

No eligibility rules or variations in contribution amounts will be imposed based on an eligible Employee's and his or her dependent's/dependents' health status, medical condition, claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability, Disability, or any other health status related factor. Coverage under this Plan is provided regardless of an eligible Employee's and his or her dependent's/dependents' race, color, national origin, Disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Plan that are based on clinically indicated reasonable medical management practices, or are part of permitted wellness incentives, disincentives and /or other programs do not constitute discrimination.

## **NOT A CONTRACT**

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document shall not be deemed to constitute a contract of any type between the Company and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any Employee at any time provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Company with the bargaining representatives of any Employees.

## **PARTICIPANTS' PERSONALLY IDENTIFIABLE INFORMATION**

"Participants' Information" means medical records, other medical information, social security numbers and all other personally identifiable information. The Claims Administrator shall keep Participants' Information in confidence and shall not release or disclose such information to any person or organization unless (i) authorized to do so by the Participant or the Employer or (ii) required by law. Claims Administrator shall be held liable for any breach of confidentiality by Claims Administrator of such Participants' Information, except that the Employer shall fully protect, indemnify, defend and hold harmless Claims Administrator from and against any and all loss, liability, damages, penalties and expenses, including attorneys' fees, or other cost or obligation that may be asserted against or Incurred by Claims Administrator resulting from or arising out of compliance by Claims Administrator with requests by the Employer to release or disclose Participants' Information.

## **PAYMENTS TO OTHERS THAN PARTICIPANTS**

If the Plan Administrator shall find that any person to whom any benefits are payable under this Plan is unable to care for his affairs, is a minor or has died, then any payment due to him or his estate (unless a prior claim therefore has been made by a duly appointed legal representative) may be paid to the spouse, a child, a relative, an institution maintaining or having custody of such person or any other person deemed by the Plan Administrator to be a proper recipient on behalf of such person otherwise entitled to payment or the Plan Administrator may in its discretion hold such payment until a legal representative is appointed. Any such payment shall be a complete discharge of the liabilities of this Plan.

## **PLAN CONTRIBUTIONS**

The Plan Administrator shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed (if any) by each Participant.

The Plan Sponsor shall fund the Plan in a manner consistent with the provisions of the Internal Revenue Code, and such other laws and regulations as shall be applicable to the end that the Plan shall be funded on a lawful and sound basis; but, to the extent permitted by governing law, the Plan Administrator shall be free to determine the manner and means of funding the Plan. The amount of the Participant's contribution (if any) will be determined from time to time by the Plan Administrator.

## **PROTECTION AGAINST CREDITORS**

To the extent this provision does not conflict with any applicable law, no benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Participant, the Plan Administrator in its sole discretion may terminate the interest of such Participant or former Participant in such payment. In such case, the Plan Administrator shall apply the amount of such payment to or for the benefit of such Participant or former Participant, or his or her spouse, parent, adult child, guardian of a minor child, brother or sister, or other relative of a dependent of such Participant or former Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care providers.

## **RIGHT OF RECOVERY**

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the Maximum Amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative; any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount; and any future benefits payable to the Participant or his or her dependents. See the Recovery of Payments provision for full details.

## **STATEMENTS**

All statements made by the company or by a Participant will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Participant.

Any Participant who knowingly and with intent to defraud the Plan files a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Participant may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

## **UNCLAIMED SELF-INSURED PLAN FUNDS**

In the event a benefits check issued by the Claims Administrator for this self-insured Plan is not cashed within one year of the date of issue, the check will be voided and the funds will be returned to this Plan and applied to the payment of current benefits and administrative fees under this Plan. In the event a Participant subsequently requests payment with respect to the voided check, the Claims Administrator for the self-insured Plan shall make such payment under the terms and provisions of the Plan as in effect when the claim was originally processed. Unclaimed self-insured Plan funds may be applied only to the payment of benefits (including administrative fees) under the Plan pursuant to any applicable State law(s).

## HEALTH CLAIM PROVISIONS

### Health Claims

All claims and questions regarding health claims should be directed to Benefit Plan Administrators (the Claims Administrator). The Plan Administrator shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions and with applicable law. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the Participant is entitled to them. The responsibility to process claims in accordance with the Plan Document may be delegated to Benefit Plan Administrators provided, however, that Benefit Plan Administrators is not a fiduciary of the Plan and does not have the authority to make decisions involving the use of discretion.

Each Participant claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses were Incurred or that the benefit is covered under the Plan. If the Plan Administrator in its sole discretion shall determine that the Participant has not Incurred a Covered Expense or that the benefit is not covered under the Plan, or if the Participant shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

A call from a provider who wants to know if an individual is covered under the Plan, or if a certain procedure is covered by the Plan, prior to providing treatment is not a “claim,” since an actual Claim for Benefits is not being filed with the Plan. These are simply requests for information, and **any response is not a guarantee of benefits, since payment of benefits is subject to all Plan provisions, limitations and exclusions.** Once treatment is rendered, a Clean Claim must be filed with the Plan (which will be a “Post-Service Claim”). At that time, a determination will be made as to what benefits are payable under the Plan.

The claims procedures are intended to provide a full and fair review. This means, among other things, that claims and appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

Benefits will be payable to a Participant, or to a provider that has accepted an Assignment Of Benefits as consideration in full for services rendered.

According to Federal regulations which apply to the Plan, there are four types of claims: Pre-service (Urgent and Non-Urgent), Concurrent Care and Post-service. However, as noted below, because of this Plan’s design, there are no Pre-service Urgent Care Claims which may be filed with the Plan.

- Pre-Service Claims. A “Pre-Service Claim” is a claim for a benefit under the Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

A “Pre-Service Urgent Care Claim” is any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health of the Participant or the Participant’s ability to regain maximum function, or, in the opinion of a Physician with knowledge of the Participant’s medical condition, would subject the Participant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

The Plan does not require the Participant to obtain approval of any urgent care or Emergency medical services or admissions prior to getting treatment for an urgent care or Emergency situation, so there are no “Pre-service Urgent Care Claims” under the Plan. The Participant simply follows the Plan’s procedures with respect to any notice which may be required after receipt of treatment, and files the claim as a Post-Service Claim.

If the Plan does not require the Participant to obtain approval of a specific medical service prior to getting treatment, then there is no Pre-Service Claim. The Participant simply follows the Plan’s procedures with respect to any notice which may be required after receipt of treatment and files the claim as a Post-Service Claim.

- Concurrent Claims. A “Concurrent Claim” arises when the Plan has approved an on-going course of treatment to be provided over a period of time or number of treatments, and either:
  - The Plan Administrator determines that the course of treatment should be reduced or terminated; or
  - The Participant requests extension of the course of treatment beyond that which the Plan Administrator has approved.

If the Plan does not require the Participant to obtain approval of a medical service prior to getting treatment, then there is no need to contact the Plan Administrator to request an extension of a course of treatment. The Participant simply follows the Plan’s procedures with respect to any notice which may be required after receipt of treatment and files the claim as a Post-Service Claim.

- Post-Service Claims. A “Post-Service Claim” is a claim for a benefit under the Plan after the services have been rendered.

## **When Health Claims Must Be Filed**

Post-service health claims, which must be Clean Claims, must be filed with Benefit Plan Administrators within 365 days of the date charges for the services were Incurred. Post-service Medicare Part D prescription claims must be filed with Benefit Plan Administrators within three years of the date the prescription was filled. Benefits are based upon the Plan’s provisions at the time the charges were Incurred or the prescription filled. **Claims filed later than the indicated dates shall be denied.**

A Pre-Service Claim (including a Concurrent Claim that also is a Pre-Service Claim) is considered to be filed when the request for approval of treatment or services is made and received by Benefit Plan Administrators in accordance with the Plan’s procedures.

Upon receipt of the required information, the claim will be deemed to be filed with the Plan. Benefit Plan Administrators will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested as provided herein. This additional information must be received by Benefit Plan Administrators within 45 days from receipt by the Participant of the request for additional information. **Failure to do so may result in claims being declined or reduced.**

## **Timing of Claim Decisions**

The Plan Administrator shall notify the Participant, in accordance with the provisions set forth below, of any Adverse Benefit Determination (and, in the case of Pre-Service Claims and Concurrent Claims, of decisions that a claim is payable in full) within the following timeframes:

- Pre-Service Non-Urgent Care Claims:

- If the Participant has provided all of the information needed to process the claim, in a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
- If the Participant has not provided all of the information needed to process the claim, then the Participant will be notified as to what specific information is needed as soon as possible. The Participant will be notified of a determination of benefits in a reasonable period of time appropriate to the medical circumstances, either prior to the end of the extension period (if additional information was requested during the initial processing period), or by the date agreed to by the Plan Administrator and the Participant (if additional information was requested during the extension period)
- Concurrent Claims:
  - Plan Notice of Reduction or Termination. If the Plan Administrator is notifying the Participant of a reduction or termination of a course of treatment (other than by Plan amendment or termination), notification will occur before the end of such period of time or number of treatments. The Participant will be notified sufficiently in advance of the reduction or termination to allow the Participant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated. This rule does not apply if benefits are reduced or eliminated due to Plan amendment or termination.
  - Request by Participant Involving Urgent Care. If the Plan Administrator receives a request from a Participant to extend the course of treatment beyond the period of time or number of treatments that is a claim involving urgent care, as soon as possible, taking into account the medical exigencies, but not later than 24 hours after receipt of the claim, as long as the Participant makes the request at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If the Participant submits the request with less than 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request will be treated as a claim involving urgent care and decided within the urgent care timeframe.
  - Request by Participant Involving Non-Urgent Care. If the Plan Administrator receives a request from the Participant to extend the course of treatment beyond the period of time or number of treatments that is a claim not involving urgent care, the request will be treated as a new benefit claim and decided within the timeframe appropriate to the type of claim (either as a Pre-Service Non-Urgent Claim or a Post-Service Claim).
- Post-Service Claims:
  - If the Participant has provided all of the information needed to process the claim, in a reasonable period of time, but not later than 30 days after receipt of the claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
  - If the Participant has not provided all of the information needed to process the claim and additional information is requested during the initial processing period, then the Participant will be notified of a determination of benefits prior to the end of the extension period, unless additional information is requested during the extension period, then the Participant will be notified of the determination by a date agreed to by the Plan Administrator and the Participant.
- Extensions
  - Pre-Service Non-Urgent Care Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Participant, prior to the expiration of the initial 15-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
  - Post-Service Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Participant, prior to the expiration of the initial 30-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- Calculating Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is deemed to be filed in accordance with the procedures of the Plan.



## **Notification of an Adverse Benefit Determination**

The Plan Administrator shall provide a Participant with a notice, either in writing or electronically. The notice will contain the following information:

- Information sufficient to allow the Participant to identify the claim involved (including date of service, the healthcare provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
- A reference to the specific portion(s) of the plan provisions upon which a denial is based;
- Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim;
- A description of any additional information necessary for the Participant to perfect the claim and an explanation of why such information is necessary;
- A description of the Plan's internal appeals and external review processes and the time limits applicable to the processes.
- A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Participant's Claim for Benefits;
- Upon request, the identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
- Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Participant, free of charge, upon request;
- In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Participant, free of charge, upon request;
- Information about the availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist individuals with the internal claims and appeals and external review processes; and
- In a claim involving urgent care, a description of the Plan's expedited review process.

## **Appeal of Adverse Benefit Determinations**

### **Full and Fair Review of All Claims**

In cases where a Claim for Benefits is denied, in whole or in part, and the Participant believes the claim has been denied wrongly, the Participant may appeal the denial and review pertinent documents. The claims procedures of this Plan provide a Participant with a reasonable opportunity for a full and fair review of a claim and Adverse Benefit Determination. More specifically, the Plan provides:

- Participants a 180 day timeframe following receipt of a notification of an initial Adverse Benefit Determination within which to appeal the determination. The Plan will not accept appeals filed after a 180 day timeframe;
- Participants the opportunity to submit written comments, documents, records, and other information relating to the Claim for Benefits;
- Participants the opportunity to review the Claim file and to present evidence and testimony as part of the internal claims and appeals process.

- For a review that does not afford deference to the previous Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
- For a review that takes into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
- That, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a Health Care Professional who has appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual;
- Upon request, the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice;
- If applicable, a discussion of the basis for disagreeing with the Disability determination made by either (a) the Social Security Administration; or (b) an independent medical expert that has conducted a full medical review of the Claimant if presented by the Claimant in support of the claim;
- That a Participant will be provided, free of charge: (a) reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim in possession of the Plan Administrator or Benefit Plan Administrators; (b) information regarding any voluntary appeals procedures offered by the Plan; (c) information regarding the Participant's right to an external review process; (d) any internal rule, guideline, protocol or other similar criterion relied upon, considered or generated in making the adverse determination; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances; and
- That a Participant will be provided, free of charge, and sufficiently in advance of the date that the notice of Final Internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Participant to respond to such new evidence or rationale.

### **Requirements for First Level Appeal**

The Participant must file the appeal in writing within 180 days following receipt of the notice of an Adverse Benefit Determination. Oral appeals should be submitted in writing as soon as possible after it has been initiated. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Benefit Plan Administrators of Eau Claire, Inc.  
402 Graham Avenue – 4th Floor  
Eau Claire, WI 54701  
Phone: (715) 832-5535  
Phone: (800) 236-7789  
Fax: (715) 838-8507  
Website: [www.bpaco.com](http://www.bpaco.com)

American Health Holding, Inc.  
7400 West Campus Road  
New Albany, OH 43054  
Phone: (800) 641-3224 ext. 9377063  
Fax: (866) 881-9648  
Email: [AHH\\_appeals@ahhinc.com](mailto:AHH_appeals@ahhinc.com)

For Post-Service Claims. To file an appeal in writing, the Participant's appeal must be addressed as follows and mailed or faxed as follows:

Benefit Plan Administrators of Eau Claire, Inc.  
402 Graham Avenue – 4th Floor  
Eau Claire, WI 54701  
Phone: (715) 832-5535  
Phone: (800) 236-7789  
Fax: (715) 838-8507  
Website: [www.bpaco.com](http://www.bpaco.com)

American Health Holding, Inc.  
7400 West Campus Road  
New Albany, OH 43054  
Phone: (800) 641-3224 ext. 9377063  
Fax: (866) 881-9648  
Email: [AHH\\_appeals@ahhinc.com](mailto:AHH_appeals@ahhinc.com)

It shall be the responsibility of the Participant or Authorized Representative to submit an appeal under the provisions of the Plan. Any appeal must include:

- The name of the Employee/Participant;
- The Employee/Participant's social security number;
- The group name or identification number;
- All facts and theories supporting the Claim for Benefits;
- A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
- Any material or information that the Participant has which indicates that the Participant is entitled to benefits under the Plan.

If the Participant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

### **Timing of Notification of Benefit Determination on Review**

The Plan Administrator shall notify the Participant of the Plan's benefit determination on review within the following timeframes:

- Pre-Service Non-Urgent Care Claims: Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the appeal.
- Concurrent Claims: The response will be made in the appropriate time period based upon the type of claim –pre-service non-urgent or post-service.
- Post-Service Claims: Within a reasonable period of time, but not later than 30 days after receipt of the appeal.
- Calculating Time Periods. The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing

### **Manner and Content of Notification of Adverse Benefit Determination on Review**

The Plan Administrator shall provide a Participant with notification in writing or electronically, of a Plan's Adverse Benefit Determination on review, setting forth:

- Information sufficient to allow the Participant to identify the claim involved (including date of service, the healthcare provider, the claim amount, if applicable, and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
- A reference to the specific portion(s) of the plan provisions upon which a denial is based;
- Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the claim, and a discussion of the decision;
- A description of any additional information necessary for the Participant to perfect the claim and an explanation of why such information is necessary;
- A description of available internal appeals and external review processes, including information regarding how to initiate an appeal;
- A description of the Plan's review procedures and the time limits applicable to the procedures.
- A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's Claim for Benefits;
- Upon request, the identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
- Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Participant, free of charge, upon request;
- In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Participant, free of charge, upon request;
- Information about the availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist Participants with the internal claims and appeals and external review processes; and

- The following statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.”

### **Furnishing Documents in the Event of an Adverse Determination**

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to “Manner and Content of Notification of Adverse Benefit Determination on Review” as appropriate.

### **Decision on Review**

The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. **All claim review procedures provided for in the Plan must be exhausted before any legal action is brought.**

### **Requirements for Second Level Appeal**

The Claimant must file an appeal regarding a Post-service claim and applicable Adverse Benefit Determination, in writing within 60 days following receipt of the notice of the first level Adverse Benefit Determination.

### **Two Levels of Appeal**

This Plan requires two levels of appeal for Pre-Service and Post-Service Claims by a Claimant before the Plan’s internal appeals are exhausted. For each level of appeal, the Claimant and the Plan are subject to the same procedures, rights and responsibilities as stated within this Plan. Each level of appeal is subject to the above-outlined submission and response guidelines.

Once a Claimant receives an Adverse Benefit Determination in response to an initial claim for benefits, the Claimant may appeal that Adverse Benefit Determination, which will constitute the initial appeal. If the Claimant receives an Adverse Benefit Determination in response to that initial appeal, the Claimant may appeal that Adverse Benefit Determination as well, which will constitute the final internal appeal. If the Claimant receives an Adverse Benefit Determination in response to the Claimant’s second appeal, such Adverse Benefit Determination will constitute the final Adverse Benefit Determination, and the Plan’s internal appeals procedures will have been exhausted.

### **Appointment of Authorized Representative**

A Participant is permitted to appoint an Authorized Representative to act on his or her behalf with respect to a benefit claim or appeal of a denial. An Assignment Of Benefits by a Participant to a provider will not constitute appointment of that provider as an Authorized Representative. To appoint such a representative, the Participant must complete a form which can be obtained from the Plan Administrator or the Benefit Plan Administrators. However, in connection with a claim involving Urgent Care, the Plan will permit a Health Care Professional with knowledge of the Participant’s medical condition to act as the Participant’s Authorized Representative without completion of this form. In the event a Participant designates an Authorized Representative, all future communications from the Plan will be with the representative, rather than the Participant unless the Participant directs the Plan Administrator, in writing, to the contrary.

### **Autopsy**

The Plan reserves the right to have an autopsy performed upon any deceased Participant whose condition, Sickness or Injury is the basis of a claim. This right may be exercised only where not prohibited by law.

### **Payment of Benefits**

All benefits under this Plan are payable, in U.S. Dollars, to the covered Employee whose Sickness or Injury, or whose covered dependent’s Sickness or Injury, is the basis of a claim. In the event of the death or incapacity of a covered Employee and in the absence of written evidence to this Plan of the qualification of a guardian for his or her estate, this Plan may, in its sole discretion, make any and all such payments to the individual or institution which, in the opinion of this Plan, is or was providing the care and support of such Employee.

### **Assignments**

For this purpose, the term “Assignment of Benefits” (or “AOB”) is defined as an arrangement whereby a Participant of the Plan, at the discretion of the Plan Administrator, assigns its right to seek and receive payment of eligible Plan benefits, less deductible, Copays and coinsurance amounts, to a medical provider. If a provider accepts said arrangement, the provider’s rights to receive Plan benefits are equal to those of the Participant, and are limited by the terms of this Plan Document. A provider that accepts this arrangement indicates acceptance of an AOB and deductibles, Copays, and coinsurance amounts, as consideration in full for treatment rendered.

The Plan Administrator may revoke an AOB at its discretion and treat the Participant of the Plan as the sole beneficiary. Benefits for medical expenses covered under this Plan may be assigned by a Participant to the provider as consideration in full for services rendered; however, if those benefits are paid directly to the Participant, the Plan will be deemed to have fulfilled its obligations with respect to such benefits. The Plan will not be responsible for determining whether any such assignment is valid. Payment of benefits which have been assigned may be made directly to the assignee unless a written request not to honor the assignment, signed by the Participant, has been received before the proof of loss is submitted, or the Plan Administrator – at its discretion – revokes the assignment.

No Participant shall at any time, either during the time in which he or she is a Participant in the Plan, or following his or her termination as a Participant, in any manner, have any right to assign his or her right to sue to recover benefits under the Plan, to enforce rights due under the Plan or to any other causes of action which he or she may have against the Plan or its fiduciaries. A medical provider which accepts an AOB does as consideration in full for services rendered and is bound by the rules and provisions set forth within the terms of this document.

### **Non-U.S. Providers**

Medical expense for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a “Non-U.S. Provider”) are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

1. Benefits may not be assigned to a Non-U.S. Provider;
2. The Participant is responsible for making all payments to Non-U.S. Providers, and submitting receipts to the Plan for reimbursement;
3. Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
4. The Non-U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
5. Claims for benefits must be submitted to the Plan in English.

### **Recovery of Payments**

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan’s terms, conditions, limitations or exclusions, or should otherwise not have been paid by the Plan. As such this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of this Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Participant or dependent on whose behalf such payment was made.

A Participant, dependent, provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Participant or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any claims for benefits by the Participant and to deny or reduce future benefits payable (including payment of future benefits for other Injuries or sicknesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other Injuries or sicknesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agrees to be bound by the terms of this Plan and agree to submit claims for reimbursement in strict accordance with their State’s health care practice acts, ICD or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against the Participant, provider or other person or entity to enforce the provisions of this section, then that Participant, provider or other person or entity agrees to pay the Plan’s attorneys’ fees and costs, regardless of the action’s outcome.

Further, Participants and/or their dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Participants) shall assign or be deemed to have assigned to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Participant(s) are entitled, for or in relation to facility-acquired condition(s), provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

1. In error;
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
3. Pursuant to a misstatement made to obtain coverage under this Plan within two years after the date such coverage commences;
4. With respect to an ineligible person;
5. In anticipation of obtaining a recovery if a Participant fails to comply with the Plan's Third Party Recovery, Subrogation and Reimbursement provisions; or
6. Pursuant to a claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deductible may be made against any Claim for Benefits under this Plan by a Participant or by any of his covered dependents if such payment is made with respect to the Participant or any person covered or asserting coverage as a dependent of the Participant.

If the Plan seeks to recoup funds from a provider, due to a claim being made in error, a claim being fraudulent on the part of the provider, and/or the claim that is the result of the provider's misstatement, said provider shall, as part of its assignment to benefits from the Plan, abstain from billing the Participant for any outstanding amount(s).

#### **Medicaid Coverage**

A Participant's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Participant. Any such benefit payments will be subject to the State's right to reimbursement for benefits it has paid on behalf of the Participant, as required by the State Medicaid program, and the Plan will honor any Subrogation rights the State may have with respect to benefits which are payable under the Plan.

#### **Claims Audit**

In addition to the Plan's Medical Record Review process, the Plan Administrator may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, the Plan Administrator has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that exceed the Maximum Allowable Charge or services that are not Medically Necessary, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to the Plan Administrator or its agent to identify the charges deemed in excess of the Maximum Allowable Charge or other applicable provisions, as outlined in this Plan Document.

Despite the existence of any agreement to the converse, the Plan Administrator has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accord with the terms of this Plan Document.

#### **Limitation of Action**

A Claimant cannot bring any legal action against the Plan for a claim of benefits until 90 days after all appeal processes have been exhausted. After 90 days, if the Claimant wants to bring a legal action against the Plan, he or she must do so within 3 years of the date he or she is notified of the final decision on the final appeal or he or she will lose any rights to bring such an action against the Plan.

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

### HIPAA PRIVACY

#### **Commitment to Protecting Health Information**

The Plan will comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the “Privacy Rule”) set forth by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Such standards control the dissemination of “protected health information” (“PHI”) of Participants. Privacy Standards will be implemented and enforced in the offices of the Employer and Plan Sponsor and any other entity that may assist in the operation of the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of the Participant’s PHI, and inform him or her about:

1. The Plan’s disclosures and uses of PHI.
2. The Participant’s privacy rights with respect to his or her PHI.
3. The Plan’s duties with respect to his or her PHI.
4. The Participant’s right to file a complaint with the Plan and with the Secretary of HHS.
5. The person or office to contact for further information about the Plan’s privacy practices.

**The Plan provides each Participant with a separate Notice of Privacy Practices. This Notice describes how the Plan uses and discloses a Participant’s personal health information. It also describes certain rights the Participant has regarding this information. Additional copies of the Plan’s Notice of Privacy Practices are available by calling the Privacy Officer.**

Within this provision capitalized terms may be used, but not otherwise defined. These terms shall have the same meaning as those terms set forth in 45 CFR Sections 160.103 and 164.501. Any HIPAA regulation modifications altering a defined HIPAA term or regulatory citation shall be deemed incorporated into this provision.

#### **Definitions**

- **Breach** means an unauthorized acquisition, access, use or disclosure of Protected Health Information (“PHI”) or Electronic Protected Health Information (“ePHI”) that violates the HIPAA Privacy Rule and that compromises the security or privacy of the information.
- **Protected Health Information (“PHI”)** means individually identifiable health information, as defined by HIPAA, that is created or received by the Plan and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

#### **How Health Information May Be Used and Disclosed**

In general, the Privacy Rules permit the Plan to use and disclose, the minimum necessary amount, an individual’s PHI, without obtaining authorization, only if the use or disclosure is for any of the following:

1. To carry out payment of benefits.
2. If the use or disclosure falls within one of the limited circumstances described in the rules (e.g., the disclosure is required by law or for public health activities).

#### **Primary Uses and Disclosures of PHI**

1. **Treatment, Payment and Health Care Operations:** The Plan has the right to use and disclose a Participant’s PHI for all activities as included within the definitions of Treatment, Payment, and Health Care Operations and pursuant to the HIPAA Privacy Rule.
2. **Business Associates:** The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Participant’s information.



3. Other Covered Entities: The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Participant has coverage through another carrier.

#### **Disclosure of PHI to the Plan Sponsor for Plan Administration Purposes**

In order that the Plan Sponsor may receive and use PHI for plan administration purposes, the Plan Sponsor agrees to:

1. Not use or further disclose PHI other than as permitted or required by the Plan documents or as required by law (as defined in the Privacy Standards).
2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI.
3. Maintain the confidentiality of all PHI, unless an individual gives specific consent or authorization to disclose such data or unless the data is used for health care payment or Plan operations.
4. Receive PHI, in the absence of an individual's express authorization, only to carry out Plan administration functions.
5. Not use or disclose Genetic Information for underwriting purposes.
6. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware.
7. Make available PHI in accordance with section 164.524 of the Privacy Standards (45 CFR 164.524).
8. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the Privacy Standards (45 CFR 164.526).
9. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or Employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with part 164, subpart E, of the Privacy Standards (45 CFR 164.500 et seq).
10. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

#### **Required Disclosures of PHI**

1. Disclosures to Participants: The Plan is required to disclose to a Participant most of the PHI in a Designated Record Set when the Participant requests access to this information. The Plan will disclose a Participant's PHI to an individual who has been assigned as his or her representative and who has qualified for such designation in accordance with the relevant State law. Before disclosure to an individual qualified as a personal representative, the Plan must be given written supporting documentation establishing the basis of the personal representation.

The Plan may elect not to treat the person as the Participant's personal representative if it has a reasonable belief that the Participant has been, or may be, subjected to domestic violence, abuse, or neglect by such person, it is not in the Participant's best interest to treat the person as his or her personal representative, or treating such person as his or her personal representative could endanger the Participant.

2. Disclosures to the Secretary of the U.S. Department of Health and Human Services: The Plan is required to disclose the Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

#### **Participant's Rights**

The Participant has the following rights regarding PHI about him or her:

1. Request Restrictions: The Participant has the right to request additional restrictions on the use or disclosure of PHI for treatment, payment, or health care operations. The Participant may request that the Plan restrict disclosures to family members, relatives, friends or other persons identified by him or her who are involved in his or her care or payment for his or her care. The Plan is not required to agree to these requested restrictions.
2. Right to Receive Confidential Communication: The Participant has the right to request that he or she receive communications regarding PHI in a certain manner or at a certain location. The request must be made in writing and how the Participant would like to be contacted. The Plan will accommodate all reasonable requests.
3. Right to Receive Notice of Privacy Practices: The Participant is entitled to receive a paper copy of the plan's Notice of Privacy Practices at any time. To obtain a paper copy, contact the Privacy Officer.

4. Accounting of Disclosures: The Participant has the right to request an accounting of disclosures the Plan has made of his or her PHI. The request must be made in writing and does not apply to disclosures for treatment, payment, health care operations, and certain other purposes. The Participant is entitled to such an accounting for the six years prior to his or her request. Except as provided below, for each disclosure, the accounting will include: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a description of the PHI disclosed, (d) a statement of the purpose of the disclosure that reasonably informs the Participant of the basis of the disclosure, and certain other information. If the Participant wishes to make a request, please contact the Privacy Officer.
5. Access: The Participant has the right to request the opportunity to look at or get copies of PHI maintained by the Plan about him or her in certain records maintained by the Plan. If the Participant requests copies, he or she may be charged a fee to cover the costs of copying, mailing, and other supplies. If a Participant wants to inspect or copy PHI, or to have a copy of his or her PHI transmitted directly to another designated person, he or she should contact the Privacy Officer. A request to transmit PHI directly to another designated person must be in writing, signed by the Participant and the recipient must be clearly identified. The Plan must respond to the Participant's request within 30 days (in some cases, the Plan can request a 30 day extension). In very limited circumstances, the Plan may deny the Participant's request. If the Plan denies the request, the Participant may be entitled to a review of that denial.
6. Amendment: The Participant has the right to request that the Plan change or amend his or her PHI. The Plan reserves the right to require this request be in writing. Submit the request to the Privacy Officer. The Plan may deny the Participant's request in certain cases, including if it is not in writing or if he or she does not provide a reason for the request.
7. Other uses and disclosures not described in this section can only be made with authorization from the Participant. The Participant may revoke this authorization at any time.

#### **Questions or Complaints**

If the Participant wants more information about the Plan's privacy practices, has questions or concerns, or believes that the Plan may have violated his or her privacy rights, please contact the Plan using the following information. The Participant may submit a written complaint to the U.S. Department of Health and Human Services or with the Plan. The Plan will provide the Participant with the address to file his or her complaint with the U.S. Department of Health and Human Services upon request.

The Plan will not retaliate against the Participant for filing a complaint with the Plan or the U.S. Department of Health and Human Services.

#### **Contact Information**

Privacy Officer Contact Information:  
St. Ambrose Financial Services, Inc.  
3710 East Avenue South  
P.O. Box 4004  
La Crosse, WI 54602-4004  
Phone: (608) 791-2669

Additional Contact Information for HIPAA Questions:

Benefit Plan Administrators of Eau Claire, Inc.  
402 Graham Avenue – 4th Floor  
Eau Claire, WI 54701  
Phone: (715) 832-5535  
Phone: (800) 236-7789  
Fax: (715) 838-8507  
Website: [www.bpaco.com](http://www.bpaco.com)

## **HIPAA SECURITY**

### **Disclosure of Electronic Protected Health Information (“Electronic PHI”) to the Plan Sponsor for Plan Administration Functions**

#### **STANDARDS FOR SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (“SECURITY RULE”)**

The Health Insurance Portability and Accountability Act (HIPAA) and other applicable law shall override the following wherever there is a conflict, or a term or terms is/are not hereby defined.

The Security Rule imposes regulations for maintaining the integrity, confidentiality and availability of protected health information that it creates, receives, maintains, or maintains electronically that is kept in electronic format (ePHI) as required under HIPAA.

#### **Definitions**

1. **Electronic Protected Health Information (ePHI)**, as defined in Section 160.103 of the Security Standards (45 C.F.R. 160.103), means individually identifiable health information transmitted or maintained in any electronic media.
2. **Security Incidents**, as defined within Section 164.304 of the Security Standards (45 C.F.R. 164.304), means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operation in an information system.

#### **Plan Sponsor Obligations**

To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR §164.504(a)), the Plan Sponsor agrees to:

1. 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.
2. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures.
3. Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained, or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Electronic PHI and report to the Plan any security incident of which it becomes aware.
4. Report to the Plan any security incident of which it becomes aware.
5. Establish safeguards for information, including security systems for data processing and storage.
6. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards.
7. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
  - a. The following Employees, or classes of Employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
    - i. Privacy Officer.
    - ii. Director of Employee Benefits.
    - iii. Employee Benefits Department employees.
    - iv. Information Technology Department.
  - b. The access to and use of PHI by the individuals identified above shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.

### **Disclosure of Summary Health Information to the Plan Sponsor**

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Participant. The Plan may use or disclose “summary health information” to the Plan Sponsor for obtaining premium bids or modifying, amending, or terminating the group health plan. “Summary health information” may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

### **Disclosure of Certain Enrollment Information to the Plan Sponsor**

Pursuant to section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has un-enrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

### **Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage**

The Plan Sponsor may hereby authorize and direct the Plan, through the Plan Administrator or the Claims Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (“MGUs”) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards.

### **Resolution of Noncompliance**

In the event that any authorized individual of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the Privacy Officer. The Privacy Officer shall take appropriate action, including:

1. Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach.
2. Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment.
3. Mitigating any harm caused by the breach, to the extent practicable.
4. Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
5. Training Employees in privacy protection requirements and appoint a Privacy Officer responsible for such protections.
6. Disclosing the Participant’s PHI to the Secretary of the U.S. Department of Health and Health and Human Resources when the Secretary is investigating or determining the Plan’s compliance with the HIPAA Privacy Rule.