Healthy Benefits PPO HSA
[2000-6350.0]
GROUP PREFERRED PROVIDER
CERTIFICATE OF COVERAGE

Issued by:
Capital Advantage Assurance Company®,
A Subsidiary of Capital BlueCross
2500 Elmerton Avenue
Harrisburg, PA 17110
Table of Contents

Balance Billing Charges ................................................................. 36

BENEFIT DESCRIPTIONS .................................................................................................................................. 38

Acute Care Hospital Room & Board and Associated Charges ................................................................. 38
    Long-Term Acute Care Hospital .................................................................................................................. 38
Blood and Blood Administration ..................................................................................................................... 38
Acute Inpatient Rehabilitation ....................................................................................................................... 39
Skilled Nursing Facility ..................................................................................................................................... 39
Professional Provider Evaluation & Management (E&M), Telehealth Visits, and Consultations ............... 39
    Evaluation and Management ......................................................................................................................... 39
    Telehealth Visits ......................................................................................................................................... 39
    Consultations ............................................................................................................................................. 40
Retail Clinic Services ........................................................................................................................................ 40
Transplant Services ......................................................................................................................................... 40
    Pre-Transplant Evaluation ............................................................................................................................... 40
    Acquisition and Transplantation .................................................................................................................... 41
Post-Transplant Services ................................................................................................................................ 41
    Blue Distinction Centers for Transplant (BDCT) .......................................................................................... 41
Surgery .............................................................................................................................................................. 41
    Evaluation & Management (E&M) ................................................................................................................. 42
    Surgical Procedure .................................................................................................................................... 42
    Anesthesia Related to Surgery ..................................................................................................................... 42
    Mastectomy and Related Services ............................................................................................................... 42
    Oral Surgery .............................................................................................................................................. 42
    Other Surgeries ....................................................................................................................................... 43
Maternity Services ........................................................................................................................................... 43
    Prenatal Services ....................................................................................................................................... 43
    Delivery ...................................................................................................................................................... 43
    Postpartum Services .................................................................................................................................. 43
Interruption of Pregnancy ............................................................................................................................... 43
Newborn Care .................................................................................................................................................. 43
Diagnostic Services ......................................................................................................................................... 44
    Radiology Tests ...................................................................................................................................... 44
    Laboratory Tests .................................................................................................................................... 44
    Medical Tests ......................................................................................................................................... 44
    Other Diagnostic Tests and Services ........................................................................................................... 44
Allergy Services ................................................................................................................................................. 44
    Testing ...................................................................................................................................................... 44
    Immunotherapy ...................................................................................................................................... 44
    Allergy Serums ....................................................................................................................................... 45
Therapy Services .............................................................................................................................................. 45
    Physical Medicine .................................................................................................................................. 45
    Occupational Therapy ............................................................................................................................... 45
    Speech Therapy ...................................................................................................................................... 45
    Respiratory Therapy ................................................................................................................................. 45
    Cardiac Rehabilitation Therapy .................................................................................................................. 45
    Manipulation Therapy ............................................................................................................................... 46
Habilitative Services ......................................................................................................................................... 46
Table of Contents

Physical Therapy .................................................................................................................................................. 46
Occupational Therapy ........................................................................................................................................ 46
Speech Therapy ................................................................................................................................................ 46
Radiation Therapy ............................................................................................................................................ 46
Dialysis Treatment ............................................................................................................................................ 46
Chemotherapy .................................................................................................................................................. 46
Emergency and Urgent Care Services .............................................................................................................. 46
  Urgent Care Services .................................................................................................................................. 47
Medical Transport .......................................................................................................................................... 47
  Emergency Ambulance ................................................................................................................................. 47
  Non-Emergency Ambulance .......................................................................................................................... 47
Mental Health Care Services ............................................................................................................................ 48
  Inpatient Services ...................................................................................................................................... 48
  Partial Hospitalization ................................................................................................................................. 48
  Outpatient Services .................................................................................................................................. 48
Substance Abuse Services ................................................................................................................................. 48
  Detoxification - Inpatient .............................................................................................................................. 48
  Rehabilitation ............................................................................................................................................ 48
Home Health Care Services ............................................................................................................................... 49
  Home Health Care Visits Related to Mastectomies .................................................................................... 49
  Home Health Care Visits Related to Maternity .......................................................................................... 49
Infusion/IV Therapy ......................................................................................................................................... 50
Hospice Care .................................................................................................................................................... 50
Durable Medical Equipment (DME) & Supplies ............................................................................................... 51
Prosthetic Appliances ..................................................................................................................................... 52
Orthotic Devices .............................................................................................................................................. 53
Diabetic Supplies ............................................................................................................................................ 53
  Drugs and Supplies ................................................................................................................................... 53
Nutrition Therapy (Counseling and Education) ............................................................................................... 53
Enteral Nutrition ............................................................................................................................................... 54
Immunizations and Injections ........................................................................................................................... 54
Mammograms ................................................................................................................................................ 54
  Screening Mammogram ............................................................................................................................... 54
  Diagnostic Mammogram ............................................................................................................................. 55
Gynecological Services .................................................................................................................................... 55
  Screening Gynecological Exam .................................................................................................................... 55
  Screening Papanicolaou Smear .................................................................................................................... 55
Preventive Care Services .................................................................................................................................. 55
  Pediatric ....................................................................................................................................................... 55
  Adult ........................................................................................................................................................... 55
Pervasive Development Disorders (Autism Spectrum Disorders) ............................................................... 56
  Diagnostic Assessment ............................................................................................................................... 56
  Treatment .................................................................................................................................................. 56
Other Services .................................................................................................................................................. 57
  Contraceptives .......................................................................................................................................... 57
Orthodontic Treatment of Congenital Cleft Palates ....................................................................................... 57
  Diagnostic Hearing Screening ..................................................................................................................... 57
  Vision Care for Illness or Accidental Injury ............................................................................................... 57
Non-Routine Foot Care ....................................................................................................................... 58  
Routine Costs Associated With Approved Clinical Trials ................................................................. 58  
Prescription Drugs................................................................................................................................. 58  

**SCHEDULE OF PRESCRIPTION DRUG BENEFIT LIMITATIONS** ............................................................ 59  
**SCHEDULE OF MEDICAL BENEFIT EXCLUSIONS** ............................................................................. 60  
**SCHEDULE OF PRESCRIPTION DRUG BENEFIT EXCLUSIONS** ........................................................... 66  

**CLINICAL MANAGEMENT FOR MEDICAL BENEFITS** ...................................................................... 69  
Utilization Management ........................................................................................................................... 69  
Medical Necessity Review ....................................................................................................................... 69  
Investigational Treatment Review ........................................................................................................ 70  
Preauthorization ......................................................................................................................................... 70  
Medical Claims Review ........................................................................................................................... 71  
Care Management ....................................................................................................................................... 72  
Case Management Program .................................................................................................................... 72  
Specialized Case Management Oncology Program ............................................................................... 72  
Transplant Case Management Program .................................................................................................. 72  
Case Management Awareness Program ................................................................................................. 73  
Discharge Outreach Call Program ........................................................................................................... 73  
Transition of Care Program ...................................................................................................................... 73  
Emergency Room Utilization Program ..................................................................................................... 73  
Disease Management ................................................................................................................................. 74  
Maternity Management Program ........................................................................................................... 74  
Quality Management Program ................................................................................................................ 74  
Health Education and Wellness Programs ............................................................................................... 75  
24-Hour Nurse Line .................................................................................................................................. 75  
Nicotine Cessation Program .................................................................................................................... 75  
How We Evaluate New Technology ....................................................................................................... 76  
Alternative Treatment Plans .................................................................................................................... 77  

**PHARMACEUTICAL UTILIZATION MANAGEMENT PROGRAMS** .......................................................... 78  
Drug Utilization Review (DUR) ................................................................................................................ 78  
Investigational Treatment Review ......................................................................................................... 78  
Prior Authorization ...................................................................................................................................... 79  
Drug Quantity Management (Quantity Level Limits) ............................................................................ 79  
Mandatory Generic Substitution Program ............................................................................................... 79  
Alternative Treatment Plans .................................................................................................................... 79  

**MEMBERSHIP STATUS** ...................................................................................................................... 81  
Eligibility .................................................................................................................................................... 81  
Non-Discrimination ................................................................................................................................. 81  
Subscriber ............................................................................................................................................... 81  
Dependent - Spouse ................................................................................................................................. 81  
Child ......................................................................................................................................................... 81  
Dependent - Disabled Child ...................................................................................................................... 82  
Extension of Eligibility for Students on Military Duty .......................................................................... 82  
Enrollment ............................................................................................................................................... 83  

CAAC 2016 HB HSA (OFF) c1n 8.13.15.docxIV
**Table of Contents**

Timelines for Submission of Enrollment Applications ............................................................... 83
Initial Enrollment .................................................................................................................. 83
Newly Eligible Members ...................................................................................................... 83
Subscriber .......................................................................................................................... 83
Dependent - Newborns ....................................................................................................... 83
Life Status Change ............................................................................................................. 84
Group Enrollment Period .................................................................................................. 84
Effective Date of Coverage .............................................................................................. 85
Initial and Newly Eligible Members .................................................................................... 85
Life Status .......................................................................................................................... 85

**TERMINATION OF COVERAGE** ................................................................................. 86
Termination of Group Contract .......................................................................................... 86
Termination of Coverage for Members .............................................................................. 86

**CONTINUATION OF COVERAGE AFTER TERMINATION** ........................................ 87
COBRA Coverage .............................................................................................................. 87
Eligibility for Conversion Coverage .................................................................................. 87
Coverage For Medicare-Eligible Members ........................................................................ 88
Coverage for Totally Disabled Members ........................................................................... 88

**CLAIMS REIMBURSEMENT FOR MEDICAL BENEFITS** ........................................ 89
Claims and How They Work ............................................................................................. 89
Participating Providers ....................................................................................................... 89
Non-Participating Providers .............................................................................................. 89
Out-of-Area Providers ........................................................................................................ 89
Allowable amount ............................................................................................................... 89
Filing A Claim ..................................................................................................................... 89
  A Special Note About Medical Records .......................................................................... 91
  Where to Submit Medical Claims .................................................................................... 91
Out-of-Country Claims ...................................................................................................... 91
  Inpatient Hospital Claims ............................................................................................... 91
  Professional Provider Claims ......................................................................................... 91
  International Claim Form ............................................................................................... 91
Claim Filing and Processing Time Frames ....................................................................... 92
  Time Frames for Submitting Claims .............................................................................. 92
  Time Frames Applicable to Medical Claims ................................................................. 92
  Special Time Frames Applicable to “Concurrent Care” Claims ..................................... 92
Coordination of Benefits (COB) ....................................................................................... 92
  Definitions Unique to Coordination of Benefits .......................................................... 92
  Order of Benefit Determination Rules ........................................................................ 94
  Effect on the Benefits of This Coverage ....................................................................... 96
  Right to Receive and Release Needed Information ...................................................... 96
  Facility of Payment ....................................................................................................... 97
  Right of Recovery ........................................................................................................ 97
Coordination of Benefits with Medicare .......................................................................... 97
  Active Employees and Spouses Age 65 and Older ....................................................... 97
  Disability ..................................................................................................................... 97
## Table of Contents

End Stage Renal Disease (ESRD) ................................................................. 98  
Retirees ........................................................................................................ 98  
Third Party Liability/Subrogation .............................................................. 98  
Third Party Liability .................................................................................. 98  
Workers’ Compensation Insurance ......................................................... 99  
Motor Vehicle Insurance ........................................................................... 99  
Assignment of Benefits ............................................................................. 99  
Payments made in Error ............................................................................ 99  

### CLAIMS REIMBURSEMENT FOR PRESCRIPTION DRUG BENEFITS ............................................................................. 100

- Claims and How They Work .................................................................. 100  
- Participating Pharmacies ...................................................................... 100  
- Non-Participating Pharmacies .............................................................. 100  
- Allowable amount .................................................................................. 100  
- Filing A Claim ........................................................................................ 100  
  - Where to Submit Prescription Drug Claims ........................................ 101  
- Claim Filing and Processing Time Frames ........................................... 101  
  - Time Frames for Submitting Claims .................................................. 101  
  - Time Frames Applicable to Prescription Drug Claims ..................... 101  
- Coordination of Benefits (COB) ............................................................. 101  
  - Third Party Liability/Subrogation ....................................................... 101  
    - Third Party Liability ....................................................................... 102  
    - Workers’ Compensation Insurance ................................................. 102  
    - Motor Vehicle Insurance ................................................................ 102  
- Assignment of Benefits ......................................................................... 103  
- Payments made in Error ....................................................................... 103  

### APPEAL PROCEDURES ......................................................................... 104

### MEMBER RIGHTS AND RESPONSIBILITIES ....................................... 105

- Member Rights ....................................................................................... 105  
- Member Responsibilities ........................................................................ 106  

### GENERAL PROVISIONS ..................................................................... 107

- Additional Services ................................................................................ 107  
- Benefits are Non-Transferable .............................................................. 107  
- Changes ................................................................................................ 107  
  - Changes in State or Federal Laws and/or Regulations and/or Court or Administrative Orders ........ 107  
- Discretionary Changes by Capital ....................................................... 107  
- Changes in Law ..................................................................................... 108  
- Choice of Forum .................................................................................... 108  
- Choice of Law ....................................................................................... 108  
- Choice of Provider ................................................................................ 108  
- Clerical Error ........................................................................................ 108  
- Entire Agreement ................................................................................. 108  
- Exhaust Administrative Remedies First ............................................. 109  
- Failure to Enforce ................................................................................ 109  
- Failure to Perform Due to Acts Beyond Capital’s Control .................. 109  
- Gender ................................................................................................ 109
# Table of Contents

Identification Cards ............................................................................................................................................ 109  
Legal Action ....................................................................................................................................................... 109  
Legal Notices ................................................................................................................................................... 110  
Member’s Payment Obligations ......................................................................................................................... 110  
Payments ............................................................................................................................................................ 110  
Payment Recoupment ......................................................................................................................................... 110  
Policies and Procedures ...................................................................................................................................... 110  
Relationship of Parties ....................................................................................................................................... 110  
Waiver of Liability ............................................................................................................................................. 111  
Workers’ Compensation ................................................................................................................................... 111  

**ADDITIONAL INFORMATION** ....................................................................................................................... 112  

**DEFINITIONS** ................................................................................................................................................... 113
INTRODUCTION

Thank you for choosing health care and prescription drug coverage from the Capital BlueCross family of companies. With the Capital BlueCross family of companies, members get outstanding coverage for themselves and their families. Members also receive access to a wide variety of providers, quality customer service and valuable clinical management programs.

THE CAPITAL BLUECROSS FAMILY OF COMPANIES

A full range of group health care coverage and related services is available through the Capital BlueCross family of companies.

- Capital Advantage Insurance Company®, a subsidiary of Capital BlueCross, offers CareConnect (Gatekeeper PPO), SeniorBlue PPO® (a Medicare Advantage plan), and Senior (Medicare complementary) coverages.

- Capital Advantage Assurance Company®, a subsidiary of Capital BlueCross, offers Preferred Provider Organization (PPO), Prescription Drug, Dental (BlueCross Dental™) and Vision (BlueCross Vision™) coverages.

- Keystone Health Plan® Central, a subsidiary of Capital BlueCross, offers Health Maintenance Organization (HMO) and SeniorBlue HMO® (a Medicare Advantage plan) coverages.

Capital BlueCross, Capital Advantage Insurance Company, Capital Advantage Assurance Company and Keystone Health Plan Central are independent licensees of the BlueCross BlueShield Association.

Coverage is issued by Capital Advantage Assurance Company.
This Certificate of Coverage is provided to subscribers as part of the group contract entered into between the contract holder and Capital. It explains the terms of this coverage with Capital, including coverage for benefits available to members and information on how this coverage is administered.

Italicized words are defined in the Definitions section of this Certificate of Coverage.

There are four sections in this Certificate of Coverage that will help members to better understand their coverage. Members should take extra time to review the following sections:

1. **How to Access Benefits**, which serves as a guide to using and making the most of this coverage.

2. **Summary of Cost-Sharing and Benefits**, which contains a summary of benefits and benefit limitations under this coverage.

3. **Schedule of Medical Benefit Exclusions** and **Schedule of Prescription Drug Benefit Exclusions**, which contain a list of the services excluded from this coverage.

4. **Claims Reimbursement**, which contains important information on how to file a claim for benefits.

Also enclosed are the following attachments to this Certificate of Coverage, which are applicable to this coverage:

- **Schedule of Preventive Care Services**, which outlines the preventive care benefits available under this coverage.

- **Preauthorization Program**, which outlines the services requiring preauthorization.

- **Disease/Condition Management Programs**, which outlines the Disease Management Programs offered to members.

- **How to File an Appeal**, which outlines how to appeal an adverse benefit determination.
IMPORTANT NOTICES

There are a few important points that members need to know about their coverage with Capital before reading the remainder of this Certificate of Coverage:

- All of the member’s health care and prescription drug expenses may not be covered. Members should read this Certificate of Coverage carefully to determine which health care and prescription drug services are provided as benefits under their coverage.

- To receive certain benefits or to have benefits paid at the highest allowable level, the member’s coverage may require services to be performed by participating providers, including participating pharmacies.

- Benefits may be subject to cost-sharing amounts such as preauthorization penalties for failure to obtain preauthorization when required, copayments, deductibles, coinsurance, out-of-pocket maximums, benefit period maximums and benefit lifetime maximums. Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine which cost-sharing amounts apply to their coverage.

- Benefits are subject to review for medical necessity and may be subject to clinical management and pharmaceutical utilization management by Capital.

  NOTE: Under a Pennsylvania statute known as Act 106 of 1989 (“Act 106”), 40 P.S. §§ 908-1 to 908-8, some benefits for substance abuse services are not subject to clinical management or a determination of medical necessity for a certain period of treatment under some circumstances and subject to certain limitations. To determine whether or not Act 106 applies to the benefits for substance abuse services you seek, please refer to the phone numbers located on your identification card.

  This law limiting clinical management of substance abuse services under certain circumstances applies only to the minimum benefits required by law, and does not apply to treatment received at a facility located outside of Pennsylvania – even if that facility is a Capital participating provider – or at a facility that is located in Pennsylvania but is not licensed by the Pennsylvania Department of Health or Pennsylvania’s Department of Drug and Alcohol Programs at the time of treatment.

- When applicable, if a member fails to follow Capital’s clinical management requirements, Capital may impose a preauthorization penalty or reduce the level of payment for benefits, even if the benefits are medically necessary. Members should refer to the Clinical Management section of this Certificate of Coverage for the specific requirements applicable to their coverage.

- Clinical medical necessity determinations are based only on the appropriateness of health care services and prescription drugs and whether benefits for such health care services and prescription drugs are provided under this coverage. Capital does not reward individuals or practitioners for issuing denials of coverage or provide financial incentives of any kind to individuals to encourage decisions that result in underutilization.

- Other companies under contract with Capital may provide certain services, including administrative services, relating to this coverage.

- This Certificate of Coverage replaces any other Certificates of Coverage or Certificates of Insurance that may have been issued to the member previously under the member’s coverage with the Capital BlueCross family of companies.

- The Summary of Benefits and Coverage (SBC) required by PPACA will be provided to members by the contract holder. The SBC contains only a partial description of the benefits, limitations and exclusions of this coverage. It is not intended to be a complete list or complete description of available benefits. In the event
there are discrepancies between the SBC and Certificate of Coverage, the terms and conditions of this coverage shall be governed solely by the group contract issued to the contract holder.

- The group contract is non-participating in any divisible surplus of premium.
- The group contract is available for inspection at the office of the contract holder during regular business hours.
HOW TO CONTACT US

Capital is committed to providing excellent service to our members. The following pages outline various ways that members can contact Capital or the pharmacy benefit manager (PBM). Members may contact Capital or the PBM if they have any questions or encounter difficulties using their coverage with Capital.

TELEPHONE

Monday through Friday, 8:00 a.m. to 6:00 p.m., members can call the following telephone numbers and speak with a Customer Service Representative.

Members can call the telephone number on their identification card or call:

    Telephone: 1-800-962-2242
    Telephone (TTY): 711

Physical Disabilities

Capital and its providers accommodate members with physical disabilities or other special needs. If members have any questions regarding access to providers with these accommodations, they should contact Capital’s Customer Service Department.

PREAUTHORIZATION OR OTHER CLINICAL MANAGEMENT PROGRAMS

Members can call the telephone number on their ID card or call Capital’s Customer Service at 1-800-962-2242 with questions on preauthorization. Members should refer to the Preauthorization Program attachment to this Certificate of Coverage for more information.

PRIOR AUTHORIZATION OR OTHER PHARMACEUTICAL UTILIZATION MANAGEMENT PROGRAMS

Members can call the telephone number on their ID card or call Capital’s Customer Service at 1-800-962-2242 with questions on prior authorization.

INTERNET AND ELECTRONIC MAIL (E-MAIL)

Our website, capbluecross.com, contains information about Capital’s products and how to utilize health care benefits and access services. Members may access material on standard benefits wellness programs and search our online provider directory to locate area physicians, hospitals, and ancillary providers.

Members may also access and update personal information through the Secure Services feature on our website. By using this feature members may: verify eligibility, initiate a Preauthorization request, check claims status, change Primary Care Physicians, update their name and address, and request an ID card.

Members can e-mail us at capbluecross.com. E-mail inquiries are reviewed Monday through Friday, 8:00 a.m. to 4:30 p.m. A Customer Service Representative will respond within 24 hours or one business day of receiving the member's inquiry.
MAIL

Members can contact Capital through the United States mail. When writing to Capital, members should include their name, the identification number from their Capital ID card, and explain their concern or question. Inquiries should be sent to:

Capital BlueCross
PO Box 779519
Harrisburg, PA 17177-9519

Fax: 717-541-6915

IN PERSON

Members can meet with a Customer Service Representative at our offices at:

2500 Elmerton Avenue  or  1221 W. Hamilton Street
Harrisburg, PA  17177  Allentown, PA 18102

Staff is available to assist members Monday through Friday from 8:00 a.m. to 4:30 p.m.

RETAIL CENTERS

Members may also call or visit our Retail Center locations at:

Telephone: 1-855-505-BLUE (2583)  Website: capitalbluestore.com

The Promenade Shops at Saucon Valley  or  Hampden Marketplace
2845 Center Valley Parkway, Suite 404/409  4500 Marketplace Way
Center Valley, PA  18034  Enola, PA 17025

Store Hours:  Store Hours:
Monday through Saturday 10:00 am to 7:00pm  Monday through Saturday 10:00 am to 8:00pm

LANGUAGE ASSISTANCE

Capital offers language assistance for individuals with limited English proficiency. Language assistance includes interpreting services provided directly in the individual’s preferred language and document translation services available upon request. Language assistance is also available to disabled individuals. Information in Braille, large print or other alternate formats are available upon request at no charge.

To access these services, individuals can simply call Capital’s Customer Service Department at the telephone numbers listed above.
HOW TO ACCESS BENEFITS

MEMBER IDENTIFICATION CARD (ID CARD)

The member’s identification card is the key to accessing the benefits provided under this coverage with Capital. Members should show their card and any other identification cards they may have evidencing other coverage each time they seek medical services and obtain prescription drugs and related services. ID cards assist providers and pharmacists in submitting claims to the proper location for processing and payment.

The following is important information about the ID card:

- **Preauthorization**: The term preauthorization alerts providers that this element of a member’s coverage is present. Members should refer to the Preauthorization Program attachment to this Certificate of Coverage for more information.

- **Suitcase Symbol**: This symbol shows providers that the member’s coverage includes BlueCard® and BlueCard Worldwide®. With both programs, members have access to BlueCard participating providers nationwide and worldwide.

- **Copayments**: Health care providers will use this information to determine the copayment they may collect from members at the time a service is rendered.

On the back of the ID card, members can find important additional information on:

- Preauthorization instructions and toll-free telephone number.

- General instructions for filing claims.

Members should remember to destroy old ID cards and use only their latest ID card. Members should also contact Capital’s Customer Service Department if any information on their ID card is incorrect or if they have questions.

OBTAINING BENEFITS FOR HEALTH CARE SERVICES

Depending on the member’s specific coverage, the benefits provided and the level of payment for benefits is affected by whether the member chooses a participating provider.

Members can choose any physician for their care, although their costs are generally less when they see a participating provider. Members have the option to visit a non-participating provider, but it generally costs them more. Providers, including, without limitation, participating providers, are solely responsible for the medical care rendered to their patients.

**NOTE**: Some benefits are covered only when members obtain services from a participating provider.

Services Provided by Participating Providers

A participating provider is a health care facility provider or a professional provider who is properly licensed, where required, and has a contract with Capital to provide benefits under this coverage. Because participating providers agree to accept Capital’s payment for covered benefits - along with any applicable cost-sharing amounts that members are obligated to pay under the terms of this coverage - as payment in full, members can maximize their coverage and minimize their out-of-pocket expenses by visiting a participating provider.
All participating providers must seek payment for health care services, other than cost-sharing amounts, directly from Capital. Participating providers may not seek payment from members for services that qualify as benefits. However, a participating provider may seek payment from members for non-covered services, including specifically excluded services (e.g. cosmetic procedures, etc.), or services in excess of benefit lifetime maximums and benefit period maximums. The participating provider must inform members prior to performing the non-covered services that they may be liable to pay for these services, and the members must agree to accept this liability.

The status of a provider as a participating provider may change from time to time. It is the member’s responsibility to verify the current status of a provider. To find a participating provider within the Capital service area, members can call 1-800-962-2242 or visit capbluecross.com.

OUT-OF-AREA SERVICES

Capital has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever members obtain healthcare services outside of Capital’s service area, the claims for these services may be processed through one of these Inter-Plan Programs, which includes the BlueCard Program.

Typically, when accessing care outside Capital’s service area, members will obtain care from healthcare providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, members may obtain care from non-participating healthcare providers. Capital’s payment practices in both instances are described below.

BlueCard® Program

Under the BlueCard Program, when members access covered healthcare services within the geographic area served by a Host Blue, Capital will remain responsible for fulfilling Capital’s contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare providers.

Whenever members access covered healthcare services outside Capital’s service area and their claims are processed through the BlueCard Program, the amount members pay for covered healthcare services is calculated based on the lower of:

- The billed covered charges for their covered services; or
- The negotiated price that the Host Blue makes available to Capital.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the member’s healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with the member’s healthcare provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Capital uses for a member’s claim because they will not be applied retroactively to claims already paid.

Federal laws or the laws in a small number of states may require the Host Blue to add a surcharge to this calculation. If federal law or any state laws mandate other liability calculation methods, including a surcharge, Capital would then calculate member liability for any covered healthcare services according to applicable law.
How To Access Benefits

If members need service outside of the Capital service area, they can call 1-800-810-BLUE or visit www.bcbs.com to find a Host Blue participating provider.

Non-Participating Healthcare Providers Outside Capital's Service Area

Member Liability Calculation – When covered healthcare services are provided outside of Capital’s service area by non-participating healthcare providers, the amount members pay for such services will generally be based on either the Host Blue’s non-participating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, members may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment Capital will make for the covered services as set forth in this paragraph.

Exceptions – In certain situations, Capital may use other payment bases, such as billed covered charges, the payment Capital would make if the healthcare services had been obtained within our service area, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount Capital will pay for services rendered by non-participating healthcare providers. In these situations, members may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment Capital will make for the covered services as set forth in this paragraph.

Emergency Services – When Emergency Services are provided outside of Capital’s service area by non-participating providers, Capital will cover members at the highest level that federal regulations allow. Members will have to pay for any charges that exceed any such amount as well as for any deductibles, coinsurance, copayments, and amounts that exceed any benefit maximums.

Special Cases: Value-Based Programs

BlueCard Program- If you receive covered healthcare services under a Value-Based Program inside a Host Blue’s service area, you will not be responsible for paying any of the provider incentives, risk-sharing, and/or care coordinator fees that are a part of such an arrangement, except when a Host Blue passes these fees to Capital through average pricing or fee schedule adjustments. Additional information is available upon request.

Value-Based Programs- Negotiated (non-BlueCard Program) Arrangements- If Capital has entered into a negotiated arrangement with a Host Blue to provide Value-Based Programs to contract holder on a member’s behalf, Capital will follow the same procedures for Value-Based Programs administration and care coordinator fees as noted above for the BlueCard Program.

Out-of-Country Services

BlueCard Worldwide provides members with access to medical assistance services around the world. Members traveling or residing outside of the United States have access to doctors and hospitals in more than 200 countries and territories.

Members who are traveling outside the United States should remember to always carry their Capital identification card. If non-emergency care is needed, members can call 1-800-810-BLUE. An assistance coordinator, in conjunction with a medical professional, will assist members in locating appropriate care. The BlueCard Worldwide Service Center is staffed with multilingual representatives and is available 24 hours a day, 7 days a week. Also, members can call Capital to obtain preauthorization if services require preauthorization. BlueCard Worldwide providers are not obligated to request preauthorization of services. Obtaining preauthorization, where required, is the member’s responsibility. Members should refer to the Preauthorization Program attachment to this Certificate of Coverage for more information. The telephone number to obtain preauthorization is 1-800-471-2242.
Members who need emergency care should go to the nearest hospital. If admitted, members should call the BlueCard Worldwide Service Center at 1-800-810-BLUE or call collect (1-804-673-1177).

To locate Host Blue participating providers outside the United States, members can call BlueCard Worldwide Service Center 1-800-810-BLUE 24 hours a day, 7 days a week, or visit www.bcbs.com.

Services Provided by Non-Participating Providers

A non-participating provider is a provider who does not contract with Capital or with another Host Blue to provide benefits to members.

Services provided by non-participating providers may require higher cost-sharing amounts or may not be covered benefits. If such services are covered, benefits will be reimbursed at a percentage of the allowable amount applicable to this coverage with Capital. Information on whether benefits are provided when performed by a non-participating provider and the applicable level of payment for such benefits is noted in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

Because non-participating providers are not obligated to accept Capital’s payment as payment in full, members may be responsible for the difference between the provider’s charge for that service and the amount Capital paid for that service. This difference between the provider’s charge for a service and the allowable amount is called the balance billing charge. There can be a significant difference between what Capital pays to the member and what the provider charged. In addition, all payments are made directly to the subscriber; and the member is responsible for reimbursing the provider. Additional information on balance billing charges can be found in the Cost-Sharing Descriptions section of this Certificate of Coverage.

Emergency Services

An emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part; or
- Other serious medical consequences.

(Examples of conditions requiring emergency services are: excessive bleeding; broken bones; serious burns; sudden onset of severe chest pain; sudden onset of acute abdominal pains; poisoning; unconsciousness; convulsions; and choking. In these circumstances, 911 services are appropriate and do not require Preauthorization.)

Transportation and related emergency services provided by a licensed ambulance service are benefits if the condition qualifies as an emergency service.

In a true emergency, the first concern is to obtain necessary medical treatment; so members should seek care from the nearest appropriate facility provider.
How To Access Benefits

OBTAINING BENEFITS FOR PRESCRIPTION DRUGS AND RELATED SERVICES

Depending on the member’s specific coverage, the level of payment for benefits is affected by whether the member chooses a participating pharmacy.

Members can choose any retail pharmacy to obtain prescription drugs, although their costs are generally less when they obtain prescription drugs from a participating retail pharmacy. Members have the option to visit a non-participating retail pharmacy, but it generally costs them more.

Members who obtain prescription drugs through the mail service pharmacy must utilize the mail service pharmacy designated by Capital in order to receive benefits under this coverage.

Members who use select specialty prescription drugs must utilize the specialty prescription drug vendor designated by Capital in order to receive benefits under this coverage.

Prescription Drugs and Services Provided by Participating Pharmacies

A participating pharmacy is a pharmacy or other prescription drug provider that is approved by Capital and, where licensure is required, is licensed in the Commonwealth of Pennsylvania (or such other jurisdiction approved by Capital) and has entered into a provider agreement with or is otherwise engaged by Capital or its PBM to provide benefits to members. Because participating pharmacies agree to accept Capital’s payment for covered benefits - along with any applicable cost-sharing amounts that members are obligated to pay under the terms of this coverage - as payment in full, members can maximize their coverage and minimize their out-of-pocket expenses by using a participating pharmacy.

All participating pharmacies must seek payment, other than cost-sharing amounts, from Capital through the PBM. Participating pharmacies may not seek payment from members for prescription drugs and/or services that qualify as benefits. However, a participating pharmacy may seek payment from members for non-covered prescription drugs and services, including specifically excluded prescription drugs and services, or services in excess of benefit lifetime maximums, benefit period maximums or quantity/day supply maximums. The participating pharmacy must inform members prior to providing the non-covered prescription drugs and/or services that they may be liable to pay for these prescription drugs and/or services, and the members must agree to accept this liability.

The status of a pharmacy as a participating pharmacy may change from time to time. It is the member’s responsibility to verify the current status of a pharmacy. To find a participating pharmacy, members can call the telephone number on their ID card or 1-800-962-2242 or visit capbluecross.com.

Obtaining Retail Dispensing Benefits

The identification card issued by Capital shall be presented to the participating pharmacy when the member applies for benefits under the group contract. For covered drugs dispensed by a non-participating pharmacy, or for covered drugs purchased without the identification card, the member must submit a claim for payment to the PBM or Capital.

For prescription drugs obtained from a participating retail pharmacy, the participating pharmacy will supply covered drugs up to a thirty (30) day supply and will not make any charge or collect from the member any amount, except for any applicable cost-sharing amounts.

Refills may be dispensed under the group contract subject to federal and state law limitations, and only in accordance with the number of refills designated on the original prescription order. Refills may not be dispensed more than one (1) year after the date of the original prescription order. When a prescription order is written for a covered drug that has previously been dispensed to a member or a prescription order is presented for a refill, the
covered drug will be dispensed only at such time as the member has used seventy-five (75%) of the previous supply dispensed through retail dispensing in accordance with the associated prescription order.

Select specialty prescription drugs are available exclusively through Capital’s specialty prescription drug provider. To obtain the most current list of specialty prescription drugs, visit Capital’s website at capbluecross.com or call the specialty prescription drug provider at 1-877-595-3707.

The PBM and Capital are each authorized, by the member, to make payments directly to a state or federal governmental agency or its designee whenever the PBM or Capital are required by law or regulation to make payment to such entity.

Obtaining Mail Service Dispensing Benefits

To obtain mail order benefits, the member shall mail the following items to the designated mail service pharmacy:

- a completed order form and patient profile;
- applicable copayment and/or coinsurance; and
- the prescription order.

Members can obtain the mail service order forms in the following ways:

- access Capital’s website at capbluecross.com;
- contact Customer Service at the phone number listed on their identification card; or
- with the delivery of the mail order prescription, subsequent order forms will be supplied.

Maintenance covered drugs, subject to any applicable cost-sharing amount, may be dispensed such that each prescription order shall not exceed a 90-day supply.

Refills may be dispensed under the group contract, subject to federal and state law limitations, and only in accordance with the number of refills designated on the original prescription order. Refills may not be dispensed more than one (1) year after the date of the original prescription order. When a prescription order is written for a covered drug that has previously been dispensed to a member or a prescription order is presented for a refill, the covered drug will be dispensed only at such time as the member has used sixty percent (60%) of the previous supply dispensed through mail service dispensing in accordance with the associated prescription order.

Certain prescription drugs will not be available for mail service dispensing due to safety and quality concerns. Such prescription drugs will be subject to retail dispensing or specialty pharmacy dispensing only.

Prescription Drugs and Services Provided by Non-Participating Pharmacies

A non-participating pharmacy is a pharmacy who does not contract with, directly or indirectly, Capital or the PBM to provide benefits to members.

Prescription drugs and/or services provided by non-participating pharmacies may require higher cost-sharing amounts or may not be covered. If such prescription drugs and/or services are covered, benefits will be reimbursed based on the allowable amount applicable to this coverage with Capital.

Members may be responsible for the difference between the non-participating pharmacy’s charge for a prescription drug and/or service and the allowable amount for that prescription drug and/or service. This difference between the pharmacy’s charge for a prescription drug and/or service and the allowable amount is called the balance billing charge. There can be a significant difference between what Capital pays to the member
and what the pharmacy charged. In addition, all payments are made directly to the subscriber. Additional information on balance billing charges can be found in the Cost-Sharing Descriptions section of this Certificate of Coverage.

The Formulary

Capital’s formulary provides members access to quality, affordable medications. The formulary includes generic drugs, preferred brand drugs and non-preferred brand drugs that have been approved by the U.S. Food and Drug Administration (FDA). The formulary is updated by the Capital Pharmacy and Therapeutics Committee on a quarterly basis or when new generic or brand-name medications become available and as discontinued drugs are removed from the marketplace. Members can request a current copy of the formulary by contacting Customer Service at 1-800-962-2242 or by accessing the Capital BlueCross website at capbluecross.com.

REQUESTS FOR EXCEPTIONS TO THE DRUG FORMULARY (NON-FORMULARY EXCEPTION PROCESS)

If the member is prescribed a drug that is not on the Capital drug Formulary (or is non-preferred), he or she has two options. The member may ask Capital for a list of similar drugs that are on Capital’s Formulary and ask their prescribing physician to prescribe a similar Formulary drug if appropriate. The member, the member’s representative or the member’s prescribing physician (or other prescriber) may also ask Capital to make an exception to cover a drug that is not on the Formulary or to waive coverage restrictions or quantity limits on their drug. This is known as an internal exception request. If Capital grants a request to cover a non-formulary drug, the member may not request a higher level of coverage. A request for a Formulary exception should be made by calling or writing Capital’s Pharmacy Benefit Manager at:

[CVS Caremark]
[1300 E Campbell Road
 Richardson, TX 75081
 Attn: PA Department]
[1-877-4320116].

A request for an exception may be approved if the alternative drugs included on the drug Formulary, the lower tier drug, or additional utilization restrictions such as quantity limits would not be as effective in treating the member’s condition and/or would cause the member to have adverse medical effects.

A request for a non-formulary drug or utilization restriction exception should include an oral or written statement by the member’s prescribing physician (or other prescriber) supporting the request. Capital must make an initial standard exception request decision within 72 hours of receipt of the request. The member or member’s prescribing physician (or other prescriber) may request an expedited exception determination (1) if the member’s life, health or ability to regain maximum function could be seriously harmed by waiting up to 72 hours for a decision or (2) if the member is undergoing a current course of treatment using a non-formulary drug. Capital must make an initial expedited coverage decision no later than 24 hours after receiving the expedited exception request. In light of the very short timeframe, a request for an expedited exception determination should be made by phoning Customer Service rather than by fax.

If Capital denies the standard or expedited exception request, the member or the member’s prescribing physician (or other prescriber) may appeal the decision and request that it be reviewed by an independent review organization (“IRO”). This is known as an external exception request. The request for review by an IRO must be made within 60 days of the member’s or member’s prescribing physician’s receipt of the initial standard or expedited coverage decision. The member or the member’s prescribing physician (or other prescriber) may request review a by an IRO either by calling the Customer Service number on the back of the member’s identification card or by faxing or writing to Capital at:
Capital Advantage Assurance Company  
[PO Box 779518]  
[Harrisburg, PA 17177-9518]  
[Fax: xxx-xxx-xxxx]

The appeal should include the reason(s) the member disagrees with Capital’s initial exception request decision. If the original internal exception request was a standard exception request, Capital will forward the appeal to an IRO which will review the appeal and respond as expeditiously as possible but within 72 hours from Capital’s receipt of the appeal. If the original internal exception request was processed as an expedited exception request, the IRO will review the external exception request and make a determination no later than 24 hours from when Capital received the expedited appeal. In light of the very short timeframe, a request for an expedited exception determination should be made by phoning Customer Service rather than by fax.

The IRO will notify the member and/or the member’s prescribing physician verbally of the decision and will provide a written determination within 48 hours after the verbal notice has been given.

The exceptions process applies to benefit plans with Closed and Selectively Closed formularies. It does not apply to Open formulary plans where the member has coverage for non-preferred brand products.
SUMMARY OF COST-SHARING AND BENEFITS

This section of the Certificate of Coverage provides a summary of the applicable cost-sharing amounts and benefits provided under this coverage with Capital.

The benefits listed in the Summary of Benefits in this section are covered when medically necessary and preauthorized (when required) in accordance with Capital's clinical management and/or pharmaceutical utilization management policies and procedures.

It is important for members to remember that this coverage is subject to the exclusions, conditions, and limitations as described in this Certificate of Coverage. Please see the Cost-Sharing Descriptions, Benefit Descriptions, and Schedule of Exclusions sections of this Certificate of Coverage for a specific description of the benefits and benefit limitations provided under this coverage.

It is also important for members to remember that non-participating providers will bill members directly and may balance bill them for health care services as described in the Cost-Sharing Descriptions section of this Certificate of Coverage.

The benefit period for this coverage can be found in the Benefit Period Addendum of this Certificate of Coverage.

<table>
<thead>
<tr>
<th>SUMMAR Y OF COST-SHARING – MEDICAL BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amounts Members Are Responsible For:</strong></td>
</tr>
<tr>
<td><strong>Participating Providers</strong></td>
</tr>
<tr>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td>Preauthorization Penalty</td>
</tr>
<tr>
<td>Applicable only to BlueCard Program participating providers rendering non-inpatient services</td>
</tr>
<tr>
<td>Copayments - Additional copayments may apply.</td>
</tr>
<tr>
<td>See the Summary of Benefits for details</td>
</tr>
<tr>
<td>• Office Visits</td>
</tr>
<tr>
<td>[$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician $45 copayment per visit for all other professional providers] or [Not Applicable]</td>
</tr>
<tr>
<td>• Emergency Room</td>
</tr>
<tr>
<td>[$200 copayment per visit, waived if admitted</td>
</tr>
<tr>
<td>Note: Observation status is not considered inpatient admission. Emergency room copayments will apply to observational care unless admitted inpatient. (Only one ER copayment will apply for the administration of the rabies vaccine series at the initial visit/injection.) or [Not Applicable]</td>
</tr>
<tr>
<td>• Urgent Care</td>
</tr>
<tr>
<td>[$100 copayment per visit] or [Not Applicable]</td>
</tr>
</tbody>
</table>

CAAC 2016 HB HSA (OFF) cln 8.13.15.docx 15
## SUMMARY OF COST-SHARING – MEDICAL BENEFITS

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Participating Providers</th>
<th>Non-Participating Providers</th>
</tr>
</thead>
</table>
| **Deductible (per benefit period)** | [$2,000 - $6,350] single coverage  
[$4,000 - $12,700] family coverage  
This deductible amount is combined with, and not in addition to, the deductible amount reflected in the Summary of Cost-Sharing – Prescription Drug Benefits. This combined deductible amount can be satisfied with eligible amounts incurred for medical benefits, prescription drug benefits, or a combination of the two. | [$5,000 - $6,350] single coverage  
[$10,000 - $12,700] family coverage |
| **Coinsurance**                     | Not Applicable          | 50% coinsurance             |
| **Out-of-Pocket Maximum**          | $6,350 single coverage  
$12,700 family coverage  
This out-of-pocket maximum amount is combined with, and not in addition to, the out-of-pocket maximum amount reflected in the Summary of Cost-Sharing – Prescription Drug Benefits. This combined out-of-pocket maximum amount can be satisfied with eligible amounts incurred for medical benefits, prescription drug benefits, pediatric dental benefits (if covered by Capital in the medical plan), pediatric vision benefits, or a combination of all benefits. | $10,000 single coverage  
$20,000 family coverage |

When the out-of-pocket maximum is reached, payment for all other benefits during the remainder of the benefit period are made at 100% of the allowable amount, except for non-participating facility providers, which remain at the percentage of the allowable amount indicated in the Payment Levels for Facility Providers chart in this Summary of Benefits and Cost-Sharing section.

The following expenses do not apply to the out-of-pocket maximum:
- Preauthorization penalties;
- Deductible (non-participating provider only);
- Copayments or Coinsurance (non-participating provider services only)
- Charges exceeding the allowable amount; and
- Expenses incurred for payment of a benefit after any applicable benefit period maximum has been exhausted.
*Non-participating providers may balance bill the member as described in the Cost-Sharing Descriptions section of this Certificate of Coverage.
### Summary of Cost-Sharing and Benefits

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amounts Members Are Responsible For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance (non-emergency)</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Ambulatory Surgical Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>birthing Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Durable Medical Equipment Supplier</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Freestanding Diagnostic Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Freestanding Dialysis Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Home Health Care Agency</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Hospice</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Hospital</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Hospital Laboratory</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Infusion Therapy Provider</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Long Term Acute Care Hospital</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Orthotic Supplier</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Prosthetic Supplier</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Psychiatric Hospital</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Psychiatric Partial Hospitalization Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Rehabilitation Hospital</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Skilled Nursing Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Substance Abuse Treatment Facility</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Urgent Care Services</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>
### Summary of Medical Benefits

*** It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members. ***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Providers</td>
<td>Non-Participating Providers</td>
</tr>
</tbody>
</table>

#### Acute Care Hospital, Room & Board and Associated Charges

- **Acute Care Hospital**: Paid in Full, 50% coinsurance
- **Long Term Acute Care Hospital**: Paid in Full, Not covered

#### Blood and Administration

- **Benefits**: Paid in Full, after units deductible, 50% coinsurance, after units deductible, 3 unit deductible per benefit period

#### Acute Inpatient Rehabilitation

- **Benefits**: Paid in Full, 50% coinsurance, 60 days per benefit period

#### Skilled Nursing Facility

- **Benefits**: Paid in Full, 50% coinsurance, 120 days per benefit period

### Professional Provider Evaluation & Management (E&M) Telehealth Visits and Consultations

#### Inpatient E&M

- **Inpatient E&M**: Paid in Full, 50% coinsurance

#### Outpatient E&M (Office Visit)

- **Outpatient E&M (Office Visit)**: [Paid in Full] or [$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician, $45 copayment per visit for all other professional providers]
  
- **Telehealth visit**: [Paid in Full] or [$10 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician, $45 copayment per visit for all other professional providers]

#### Inpatient Consultations

- **Inpatient Consultations**: Paid in Full, 50% coinsurance
**Summary of Medical Benefits**

*** It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members. ***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (if Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td><strong>Outpatient Consultations</strong></td>
<td></td>
</tr>
<tr>
<td>[Paid in Full] or [$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician]</td>
<td>50% coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TRANSPLANT SERVICES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation, Acquisition and Transplantation</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Blue Distinction Centers for Transplant (BDCT) Travel Expenses</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SURGERY</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation &amp; Management</td>
<td></td>
</tr>
<tr>
<td>[Paid in Full] or [$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician]</td>
<td>50% coinsurance</td>
</tr>
<tr>
<td>Surgical Procedure</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Anesthesia</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Mastectomy and Related Services</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Oral Surgery</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MATERNITY SERVICES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>INTERRUPTION OF PREGNANCY</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits (Limited benefit. See Benefit Descriptions section.)</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>
*** It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members. ***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td><strong>NEWBORN CARE</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>DIAGNOSTIC SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Radiology Services (Outpatient Facility only)</td>
<td>[Paid in Full], or [200 copayment per test] for outpatient facility procedures for high tech radiology tests (MRI, MRA, CT scan, PET scan, SPECT scan and cardiac nuclear medicine procedures.) Paid in Full for outpatient facility procedures for radiology tests other than high-tech radiology tests.</td>
</tr>
<tr>
<td>Laboratory Tests</td>
<td>Paid in Full when performed at an independent laboratory [Paid in Full], or [$75 copayment per test], when performed at a Facility/Hospital owned laboratory</td>
</tr>
<tr>
<td>Medical Tests</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>ALLERGY SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>OUTPATIENT THERAPY SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Physical Medicine (includes Rehabilitative/Habilitative)</td>
<td>[Paid in Full] or [$45 copayment per visit]</td>
</tr>
<tr>
<td>Occupational Therapy (includes Rehabilitative/Habilitative)</td>
<td>[Paid in Full] or [$45 copayment per visit]</td>
</tr>
</tbody>
</table>
**Summary of Cost-Sharing and Benefits**

***It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members.***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td>Speech Therapy (includes Rehabilitative/Habilitative)</td>
<td>[Paid in Full] or [$45 copayment per visit]</td>
</tr>
<tr>
<td>Respiratory Therapy</td>
<td>[Paid in Full] or [$45 copayment per visit]</td>
</tr>
<tr>
<td>Cardiac Rehabilitation Therapy</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Manipulation Therapy</td>
<td>[Paid in Full] or [$45 copayment per visit]</td>
</tr>
<tr>
<td><strong>Radiation Therapy</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>Dialysis Treatment</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>Outpatient Chemotherapy</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>Emergency and Urgent Care Services</strong></td>
<td></td>
</tr>
<tr>
<td>Emergency Services</td>
<td>[Paid in Full] or [$200 copayment per visit, waived if admitted]</td>
</tr>
<tr>
<td>Consultations received in the emergency room are subject to the applicable outpatient consultation coinsurance. Inpatient hospital stays as a result of an emergency are reimbursed at the level of payment for inpatient benefits. Observation status is not considered inpatient admission. Any emergency room cost-share will apply to observational care unless admitted inpatient.</td>
<td></td>
</tr>
<tr>
<td>Urgent Care Services</td>
<td>[Paid in Full] or [$100 copayment per visit]</td>
</tr>
<tr>
<td><strong>Medical Transport</strong></td>
<td></td>
</tr>
<tr>
<td>Emergency Ambulance</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>
### Summary of Medical Benefits

***It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members.***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td>Non-Emergency Ambulance</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>

**Mental Health Care Services**

| Inpatient Services                   | Paid in Full                        | 50% coinsurance |
| Partial Hospitalization              | Paid in Full                        | 50% coinsurance |
| **Outpatient Services**              | [Paid in Full] or [$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician $45 copayment per visit for all other professional providers] | 50% coinsurance |

**Substance Abuse Services**

| Detoxification - Inpatient           | Paid in Full                        | 50% coinsurance |
| Rehabilitation – Inpatient          | Paid in Full                        | 50% coinsurance |
| Rehabilitation - Outpatient         | [Paid in Full] or [$25 copayment per visit when provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician $45 copayment per visit for all other professional providers] | 50% coinsurance |

**Home Health Care Services**

| Benefits                            | Paid in Full                        | 50% coinsurance | 60 visits per benefit period |

**Infusion/IV Therapy**

| Benefits                            | Paid in Full                        | 50% coinsurance |

**Hospice Care**

| Benefits (includes Residential Hospice Care) | Paid in Full | 50% coinsurance |

**Durable Medical Equipment (DME) & Supplies**

| Benefits                            | Paid in Full | 50% coinsurance |
### SUMMARY OF MEDICAL BENEFITS

***It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members.***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td><strong>PROSTHETIC APPLIANCES</strong></td>
<td></td>
</tr>
<tr>
<td>Prosthetic Appliances (other than wigs)</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Wigs</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>ORTHOTIC DEVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>DIABETIC SUPPLIES AND EDUCATION</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>ENTERAL NUTRITION</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>IMMUNIZATIONS AND INJECTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>MAMMOGRAMS</strong></td>
<td></td>
</tr>
<tr>
<td>Screening Mammogram</td>
<td>Paid in Full, deductible waived</td>
</tr>
<tr>
<td>Diagnostic Mammogram</td>
<td>Paid in Full</td>
</tr>
<tr>
<td><strong>GYNECOLOGICAL SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Screening Gynecological Exam</td>
<td>Paid in Full, deductible waived</td>
</tr>
<tr>
<td>Screening Pap Smear</td>
<td>Paid in Full, deductible waived</td>
</tr>
<tr>
<td><strong>PREVENTIVE CARE SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Pediatric Preventive Care (includes physical examinations, childhood immunizations and tests)</td>
<td>Paid in Full, deductible waived</td>
</tr>
<tr>
<td>Adult Preventive Care (includes physical examinations, immunizations and tests as well as specific women’s preventive services as required by law)</td>
<td>Paid in Full, deductible waived</td>
</tr>
</tbody>
</table>
### SUMMARY OF MEDICAL BENEFITS

***It is important for members to refer to the Payment Levels for Facility Providers chart to determine the level of payment for facility providers. Members will be responsible for paying the coinsurance percentage reflected in that chart in addition to the coinsurance percentage reflected in this Summary of Benefits chart. Non-participating providers may balance bill members.***

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Limits and Maximums (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Participating Providers</strong></td>
<td><strong>Non-Participating Providers</strong></td>
</tr>
<tr>
<td><strong>OTHER SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Contraceptives</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Orthodontic Treatment of Congenital Cleft Palates</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Diagnostic Hearing Screening</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Vision Care for Illness or Accidental Injury</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Non-Routine Foot Care</td>
<td>Paid in Full</td>
</tr>
<tr>
<td>Routine Costs Associated with Approved Clinical Trials</td>
<td>Paid in Full</td>
</tr>
</tbody>
</table>
### Summary of Cost-Sharing – Prescription Drug Benefits

<table>
<thead>
<tr>
<th><strong>Amounts Members Are Responsible For:</strong></th>
<th>Retail</th>
<th>Mail Service</th>
<th>Specialty Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Copayments</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Preferred Generic Drug</td>
<td>$7 copayment</td>
<td>$18 copayment</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>• Non-Preferred Generic Drug</td>
<td>$25 copayment</td>
<td>$63 copayment</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>• Preferred Brand Drug</td>
<td>$55 copayment</td>
<td>$138 copayment</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>• Non-Preferred Brand Drug</td>
<td>$80 copayment</td>
<td>$200 copayment</td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>Copayments for Contraceptives (Self Administered)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Preferred Generic Drug*</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>Not Covered</td>
</tr>
<tr>
<td>• Non-Preferred Generic Drug*</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>Not Covered</td>
</tr>
<tr>
<td>• Preferred Brand Drug</td>
<td>$55 copayment</td>
<td>$138 copayment</td>
<td>Not Covered</td>
</tr>
<tr>
<td>• Non-Preferred Brand Drug</td>
<td>$80 copayment</td>
<td>$200 copayment</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

*For contraceptive therapeutic categories that have no generic option, an available brand drug as determined by Capital may be purchased at no cost share to the member.

**Deductible**

<table>
<thead>
<tr>
<th><strong>Participating Providers</strong></th>
<th>[$2,000 - $6,350] single coverage</th>
<th>[$4,000 - $12,700] family coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>This participating provider deductible amount is combined with, and not in addition to, the participating provider deductible amount reflected in the Summary of Cost-Sharing – Medical Benefits. This combined deductible amount can be satisfied with eligible amounts incurred for medical benefits, prescription drug benefits, or a combination of the two.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Non-Participating Providers</strong></th>
<th>$5,000 single coverage</th>
<th>$10,000 family coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>This non-participating provider deductible amount is separate from the non-participating provider deductible amount reflected in the Summary of Cost-Sharing – Medical Benefits.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Coinsurance**

<table>
<thead>
<tr>
<th><strong>Category</strong></th>
<th><strong>Retail</strong></th>
<th><strong>Mail Service</strong></th>
<th><strong>Specialty Pharmacy</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Preferred Generic Drug</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>20% coinsurance with a maximum cost share of $100</td>
</tr>
<tr>
<td>• Non-Preferred Generic Drug</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>20% coinsurance with a maximum cost share of $100</td>
</tr>
<tr>
<td>• Preferred Brand Drug</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>20% coinsurance with a maximum cost share of $200</td>
</tr>
</tbody>
</table>
### SUMMARY OF COST-SHARING – PRESCRIPTION DRUG BENEFITS

<table>
<thead>
<tr>
<th>Amounts Members Are Responsible For:</th>
<th>Retail</th>
<th>Mail Service</th>
<th>Specialty Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Preferred Brand Drug</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>20% coinsurance with a maximum cost share of $300</td>
</tr>
</tbody>
</table>

#### Out-of-Pocket Maximum

<table>
<thead>
<tr>
<th>Participating Providers</th>
<th>$6,350 single coverage</th>
<th>$12,700 family coverage</th>
</tr>
</thead>
</table>

This participating provider out-of-pocket maximum amount is combined with, and not in addition to, the participating provider out-of-pocket maximum amount reflected in the Summary of Cost-Sharing – Medical Benefits. This combined out-of-pocket maximum amount can be satisfied with eligible amounts incurred for medical benefits, prescription drug benefits, pediatric dental benefits (if covered by Capital in the medical plan), pediatric vision benefits, or a combination of all benefits.

<table>
<thead>
<tr>
<th>Non-Participating Providers</th>
<th>$10,000 single coverage</th>
<th>$20,000 family coverage</th>
</tr>
</thead>
</table>

This non-participating provider out-of-pocket maximum amount is separate from the non-participating provider out-of-pocket maximum amount reflected in the Summary of Cost-Sharing – Medical Benefits.

The following expenses do not apply to the out-of-pocket maximum:

- Amounts paid by the member to a non-participating pharmacy which is in excess of the amount paid to the member by Capital for covered drugs;
- Amounts paid by the member for a brand drug which are in excess of Capital’s allowable amount (ancillary charge) when a generic drug is available and the prescriber has not indicated “Brand Medically Necessary” (or substantially similar language); and
- Charges exceeding the allowable amount.

#### Benefit Period Maximum

<table>
<thead>
<tr>
<th>Benefit Lifetime Maximum</th>
<th>Not Applicable</th>
</tr>
</thead>
</table>

| Benefit Lifetime Maximum | Not Applicable |
# Summary of Cost-Sharing and Benefits

## Summary of Restrictions Applicable to Prescription Drug Benefits

<table>
<thead>
<tr>
<th></th>
<th>Retail</th>
<th>Mail Service</th>
<th>Specialty Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Days Supply</strong></td>
<td>Up to 30 days</td>
<td>Up to 90 days</td>
<td>Up to 30 days</td>
</tr>
<tr>
<td><strong>Ample Day Supply Limit</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent of the previous supply dispensed that must be used by the member before a refill will be dispensed.</td>
<td>75%*</td>
<td>60%</td>
<td>75%</td>
</tr>
<tr>
<td>*Retail ample day supply limit is 60% if the retail pharmacy chooses to participate as a mail service pharmacy.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Drug Quantity Management</strong></td>
<td>Applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prior Authorization</strong></td>
<td>Applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Enhanced Prior Authorization (Step Therapy)</strong></td>
<td>Applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Specialty Medication Preferred Network</strong></td>
<td>Applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Generic Substitution Policy</strong></td>
<td>Mandatory Generic Substitution Program</td>
<td>In addition to the applicable brand drug coinsurance/copayment, the member pays the difference between the brand drug and the generic drug cost (when there is a generic equivalent) even if the prescribing physician or member requested the brand drug to be dispensed in place of an approved generic drug equivalent.</td>
<td></td>
</tr>
<tr>
<td><strong>Maintenance Choice Voluntary</strong></td>
<td>The dispensing of maintenance covered drugs for up to a 90 day supply available through mail service or at CVS Pharmacies.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SAMPLE**
### SUMMARY OF BENEFITS - PRESCRIPTION DRUGS

This list of *prescription drug* therapeutic classes is intended to be a summary of the most frequently used *prescription drug* therapeutic classes. It is not a complete list of *prescription drugs*.

<table>
<thead>
<tr>
<th>Prescription Drug Category</th>
<th>Retail (Up to a 30-day supply)</th>
<th>Mail Service (Up to a 90-day supply)</th>
<th>Specialty Pharmacy (Up to a 30-day supply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contraceptives (Self-Administered)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Diabetic Supplies</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Prenatal Vitamins (Prescription)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Topical Retinoid (Acne) Products</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Anti-flu therapy</td>
<td>Covered</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Over-the-Counter Equivalents</td>
<td>Not Covered</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Specialty Drugs (Self-Administered)</td>
<td>Covered</td>
<td>Not Covered</td>
<td>Covered</td>
</tr>
<tr>
<td>Oral Fertility Drugs (Self-Administered)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Sexual Dysfunction Drugs</td>
<td>Not Covered</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Weight Loss Drugs (Prescription)</td>
<td>Not Covered</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>**Nicotine Cessation Drugs (Prescription)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Vitamins (Prescription, Non-Prenatal)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Compound Drugs (not including OTC)</td>
<td>Covered</td>
<td>Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

*Members should refer to Capital’s formulary for the most updated *prescription drug* information.

**** Food and Drug Administration (FDA) approved nicotine cessation medications (including both *prescription* and over-the-counter medications) are covered at no cost share for a 90-day treatment regimen when prescribed by a health care provider without prior authorization.
COST-SHARING DESCRIPTIONS

This section of the Certificate of Coverage describes the cost-sharing that may be required under this coverage with Capital.

Since cost-sharing amounts vary depending on the member’s specific coverage, it is important that the member refers to the Summary of Cost Sharing and Benefits section of this Certificate of Coverage for information on the specific cost-sharing and the applicable cost-sharing amounts that are required under this coverage.

APPLICATION OF COST-SHARING

All payments made by Capital for benefits are based on the allowable amount. The allowable amount is the maximum amount that Capital will pay for benefits under this coverage. Before Capital makes payment, any applicable cost-sharing amount is subtracted from the allowable amount.

Payment for health care benefits may be subject to any of the following cost-sharing in the following order of application:

1. Preauthorization Penalty
2. Deductibles
3. Copayments
4. Coinsurance
5. Out-of-Pocket Maximums
6. Benefit Period Maximums
7. Benefit Lifetime Maximums

In addition, members are responsible for payment of any:

- Balance billing charges, which are amounts due to a non-participating provider that exceed the allowable amount.
- Services for which benefits are not provided under the member’s coverage, without regard to the provider’s participation status.

Under certain circumstances, if Capital pays the healthcare provider amounts that are the member's responsibility, such as deductible, copayments or coinsurance, Capital may collect such amounts directly from the member. The member agrees that Capital has the right to collect such amounts from the member.

Payment for prescription drug benefits may be subject to any of the following cost-sharing amounts:

1. Deductibles
2. Copayments
3. Coinsurance
4. Out-of-Pocket Maximums
5. Benefit Period Maximums
6. Benefit Lifetime Maximums

In addition, members are responsible for payment of any:

- Ancillary charges, as described in the Generic Substitution section of this Certificate of Coverage.
- Balance billing charges, which members pay to a non-participating pharmacy and which exceed the allowable amount.
- Services for which benefits are not provided under the member’s coverage, without regard to the pharmacy’s participation status.
**PREAUTHORIZATION PENALTY**

When applicable, if a *member* fails to follow *Capital’s preauthorization* requirements, *Capital* may impose a penalty and/or deny or reduce the level of payment for *benefits*, even if the *benefits* are medically necessary. This reduction in the amount payable for *benefits* is called a *preauthorization penalty*. This amount, which can be assessed as a fixed dollar amount or percentage, is subtracted from the *allowable amount* paid by *Capital* for *benefits*.

*Preauthorization penalties* for which *members* may be responsible apply only to services provided by *BlueCard* participating providers and non-participating providers. Amounts due to *providers* after the application of a *preauthorization penalty* are the *member’s* responsibility. Payment should be made directly to the *provider*.

**For Example:** A particular health care service provided by a *non-participating provider* requires preauthorization before services are performed. If the *member* does not contact *Capital* to preauthorize this service, there is a $300 *preauthorization penalty*. The *non-participating provider’s* billed charge is $400, and the *allowable amount* is $350.

In this example, payment for the claim is calculated as follows:

1. Subtract the *preauthorization penalty* amount from the *allowable amount* to determine *Capital’s* payment to the *member*, which, in turn, the *member* should pay directly to the *non-participating provider* ($350 – $300 = $50).
2. Subtract *Capital’s* payment to the *member* from the *non-participating provider’s* charge to determine the *member’s* total payment responsibility ($400 - $50 = $350).

So, the *member* in this example would be responsible for paying the *non-participating provider* a total of $400: $50 received from *Capital* and $350 from the *member*.

*Members* should refer to the *Summary of Cost-Sharing and Benefits* section of this *Certificate of Coverage* to determine if a *preauthorization penalty* applies to their *coverage*.

**COPAYMENT**

A *copayment* is a fixed dollar amount that a *member* must pay directly to the *provider* or *pharmacy* for certain *benefits* at the time services are rendered. *Copayment* amounts may vary, depending on the type of health care service or *prescription drug* for which *benefits* are being provided and/or the type of *provider* performing the service.

**For Example:** The charge for a particular service provided by a *participating provider* is set by the *participating provider’s* contract with *Capital* to pay at an *allowable amount* of $60. If the *member’s coverage* includes a $25 *copayment*, the *participating provider* will collect $25 from the *member* at the time services are performed. This *copayment* is part of the *allowable amount* for the *benefit* provided under the *member’s coverage*. Since the *participating provider* already received $25 from the *member*, *Capital* will reimburse the *participating provider* a maximum of $35 for the service. The *participating provider* still receives the total *allowable amount* of $60; it is just shared between the *member* and *Capital*.

In this example, payment for the claim is calculated as follows:

Subtract the *copayment* paid by the *member* from the *allowable amount* to determine *Capital’s* payment to the *participating provider* ($60 – $25 = $35).

The *member* in this example would be responsible for paying the *participating provider* $25, and *Capital* would be responsible for paying the *participating provider* $35. So, in the end, the *participating provider* receives a total of $60 (the *allowable amount*).
Cost-Sharing Descriptions

For Example: The allowable amount for a particular prescription drug provided by a participating pharmacy is $60. If the member’s coverage includes a $10 copayment for that particular prescription drug, the participating pharmacy will collect $10 from the member at the time the prescription drug is dispensed. This copayment is part of the allowable amount for the benefit provided under the member’s coverage. Since the participating pharmacy already received $10 from the member, Capital, through its PBM, will reimburse the participating pharmacy a maximum of $50 for the prescription drug. The participating pharmacy still receives the total allowable amount of $60; it is just shared between the member and Capital.

In this example, payment for the claim is calculated as follows:

Subtract the copayment paid by the member from the allowable amount to determine Capital’s payment to the participating pharmacy ($60 – $10 = $50).

The member in this example would be responsible for paying the participating pharmacy $10, and Capital would be responsible for paying the participating pharmacy $50. So, in the end, the participating pharmacy receives a total of $60 (the allowable amount).

Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine if any copayments apply to their coverage.

Covered Service Location Cost Sharing

Certain benefits (as indicated on the Summary of Cost-Sharing and Benefits section) are subject to a copayment based on the type of facility where the covered service is provided (e.g., laboratory tests for example) because the provider charges Capital separately both for the service and the use of the facility. This copayment is in addition to any cost-sharing obligation for the covered service being provided to the member.

DEDUCTIBLE

A deductible is a dollar amount that an individual subscriber or a subscriber’s entire family must incur before benefits are paid under this coverage. The allowable amount that Capital otherwise would have paid for benefits is the amount applied to the deductible. Depending on the member’s coverage, there may be a deductible amount applicable only to benefits received for services provided by participating providers and a separate deductible amount applicable only to benefits received for services provided by non-participating providers.

For Example: The charge for a particular health care service provided by a participating provider is set by the participating provider’s contract with Capital to pay at an allowable amount of $60. If the subscriber’s coverage includes a $500 single coverage deductible for participating provider benefits, and assuming a copayment is not applied, the member is responsible for this $60. The participating provider will collect this amount from the member. Capital will then apply this $60 towards the $500 single coverage deductible applicable to the subscriber’s coverage. So, on the subscriber’s $500 single coverage deductible, the remaining deductible amount which must be met would be $440.

In this example, payment for the claim is calculated as follows:

Subtract the allowable amount from the subscriber’s total deductible amount to determine the remaining deductible amount the subscriber must meet ($500 - $60 = $440).
For Example: The allowable amount for a particular prescription drug provided by a participating pharmacy is $60. If the subscriber’s coverage includes a $500 single coverage deductible for participating pharmacy benefits, the subscriber is responsible for this $60. The participating pharmacy will collect this amount from the subscriber at the time the prescription drug is dispensed. Capital will then apply this $60 towards the $500 single coverage deductible applicable to the subscriber’s coverage. So, on the subscriber’s $500 single coverage deductible, the remaining deductible amount which must be met would be $440.

In this example, payment for the claim is calculated as follows:
Subtract the allowable amount from the subscriber’s total deductible amount to determine the remaining deductible amount the subscriber must meet ($500 - $60 = $440).

Each member must satisfy the individual deductible applicable to this coverage every benefit period before benefits are paid. Once the family deductible has been met, benefits will be paid for a family member regardless of whether that family member has met his/her individual deductible. In calculating the family deductible, Capital will apply the amounts satisfied by each member towards the member’s individual deductible. However, the amounts paid by each member that count towards the family deductible are limited to the amount of each member’s individual deductible. Generally, satisfaction of deductible amounts is determined separately for participating and non-participating providers.

Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine if any deductibles apply to their coverage.

**Coinsurance**

Coinsurance is the percentage of the allowable amount payable for a benefit that members are obligated to pay. Depending on the member’s coverage, the coinsurance may be calculated as two separate percentages: one for benefits received for services provided by participating providers; and one for benefits for services provided by non-participating providers.

For Example: The charge for a particular health care service provided by a participating provider is set by the participating provider’s contract with Capital to pay at an allowable amount of $60. Assuming no copayment is applied, any applicable deductible has been met, and the member’s coverage includes a 10% coinsurance for participating provider services, the allowable amount of $60 will be multiplied by 10%, which equals $6. This $6 will then be subtracted from the allowable amount of $60, leaving $54, which Capital will reimburse the participating provider. The participating provider will then collect the $6 from the member.

In this example, payment for the claim is calculated as follows:
1. Multiply the allowable amount by the coinsurance percentage to determine the member’s liability ($60 x 10% = $6).
2. Subtract the coinsurance amount from the allowable amount to determine Capital’s payment to the participating provider ($60 - $6 = $54).

The member in this example would be responsible for paying the participating provider $6, and Capital would be responsible for paying the participating provider $54. So, in the end, the participating provider receives a total of $60 (the allowable amount).
**Cost-Sharing Descriptions**

For Example: The **allowable amount** for a particular **prescription drug** provided by a **participating pharmacy** is $60. Assuming any applicable **deductible** has been met, and the **member's coverage** includes a 10% **coinsurance**, the **allowable amount** of $60 will be multiplied by 10%, which equals $6. This $6 will then be subtracted from the **allowable amount** of $60, leaving $54, which will be reimbursed to the **participating pharmacy**. The **participating pharmacy** will then collect the $6 from the **member** at the time the prescription drug is dispensed.

In this example, payment for the claim is calculated as follows:

1. Multiply the **allowable amount** by the **coinsurance** percentage to determine the **member's liability** ($60 x 10% = $6).
2. Subtract the **coinsurance amount** from the **allowable amount** to determine **Capital's payment** to the **participating provider** ($60 – $6 = $54).

The **member** in this example would be responsible for paying the **participating provider** $6, and **Capital** would be responsible for paying the **participating provider** $54. So, in the end, the **participating provider** receives a total of $60 (the **allowable amount**).

A claim for a **non-participating provider** is calculated differently than a claim for a **participating provider**.

For Example: A **non-participating provider’s** billed charge is $100 for a particular service provided by a **non-participating provider**. The **allowable amount** is $60. No **copayment** is applied, the applicable **deductible** has been met, and the **member’s coverage** includes a 20% **coinsurance** for **non-participating provider** services.

In this example, payment for the claim is calculated as follows:

1. Multiply the **allowable amount** by the **coinsurance** percentage to determine the **member's coinsurance amount** ($60 x 20% = $12).
2. Subtract the **coinsurance amount** from the **allowable amount** to determine **Capital’s payment** to the **member**, which in turn, should be paid to the **non-participating provider** ($60 – $12 = $48).
3. Subtract **Capital’s payment** to the **member** from the **non-participating provider’s charge** to determine the **member's total payment responsibility** ($100 – $48 = $52).

So, the **member** in this example would be responsible for paying the **non-participating provider** a total of $100: $48 from **Capital** and $52 from the **member**.

For Example: A **non-participating pharmacy’s** billed charge is $100 for a particular **prescription drug**. Assuming the applicable **deductible** has been met and the **member’s coverage** includes a 10% **coinsurance**, the **member** would pay the $100 charge directly to the **non-participating pharmacy**. The **member** then submits the claim form to the **PBM**.

In this example, assuming the **allowable amount** is $60, the **PBM** will calculate payment for the claim as follows:

1. Multiply the **allowable amount** by the **coinsurance** percentage to determine the **member's coinsurance amount** ($60 x 10% = $6).
2. Subtract the **coinsurance amount** from the **allowable amount** to determine **Capital's payment** to the **subscriber** ($60 – $6 = $54).

So, the **member** in this example would be responsible for paying a total of $46.

So, in the end, the **non-participating pharmacy** has been paid a total of $100, and the **member’s cost share** is $46.

**Members** should refer to the **Summary of Cost-Sharing and Benefits** section of this **Certificate of Coverage** to determine if **coinsurance** applies to their **coverage**.
Cost-Sharing Descriptions

OUT-OF-POCKET MAXIMUM

The out-of-pocket maximum is the maximum cost-sharing amount that an individual subscriber or a subscriber’s entire family must pay during a benefit period. Depending on the subscriber’s coverage, there may be an out-of-pocket maximum amount applicable only to benefits received for services provided by participating providers and a separate out-of-pocket maximum amount applicable only to benefits received for services provided by non-participating providers.

For Example: Expanding on the previous coinsurance example for health care services provided by participating providers, the member owes the participating provider $6 after coinsurance was applied to the allowable amount for the benefits provided under this coverage. This $6 is the member’s “out-of-pocket” expense. If the subscriber’s coverage includes a single coverage out-of-pocket maximum of $1,000, this $6 is applied to the $1,000. The result is that the subscriber must pay $994 in additional out-of-pocket expenses during the benefit period before the coinsurance is waived and benefits pay at 100% of the allowable amount.

In this example, payment for the claim is calculated as follows:
Subtract the coinsurance amount from the subscriber’s total out-of-pocket maximum amount to determine the remaining out-of-pocket maximum amount the subscriber must meet ($1,000 - $6 = $994).

Each member must satisfy the individual out-of-pocket maximum applicable to this coverage every benefit period. Once the family out-of-pocket maximum has been met, benefits will be paid for a family member regardless of whether that family member has met his/her individual out-of-pocket maximum. In calculating the family out-of-pocket maximum, Capital will apply the amounts satisfied by each member toward the member’s individual out-of-pocket maximum. However, the amounts paid by each member that count towards the family out-of-pocket maximum are limited to the amount of each member’s individual out-of-pocket maximum.

The participating out-of-pocket maximum amount can be satisfied with eligible amounts incurred for medical benefits, prescription drug benefits, pediatric dental benefits (if covered by Capital Advantage Assurance Company and included as part of the medical plan), pediatric vision benefits, or a combination of all benefits. Generally, satisfaction of out-of-pocket maximum amounts is determined separately for participating and non-participating providers.

Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine if any out-of-pocket maximums apply to their coverage.

BENEFIT PERIOD MAXIMUM

A benefit period maximum is the limit of coverage placed on a specific benefit(s) provided under this coverage within a benefit period. Such limits on benefits may be in the form of visit limits, day limits, or dollar limits; and there may be more than one limit on a specific benefit. This coverage has no dollar limits on Essential Health Benefits, as that term is defined by PPACA.
Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine if any benefit period maximums apply to their coverage.

**Benefit Lifetime Maximum**

A benefit lifetime maximum is the maximum amount for a specific benefit(s) payable by Capital during the duration of the member’s coverage under the group contract or other group contracts from the Capital BlueCross family of companies. This coverage has no benefit lifetime maximums on Essential Health Benefits, as that term is defined by PPACA.

Members should refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine if any benefit lifetime maximums apply to their coverage.

**Balance Billing Charges**

Providers have an amount that they bill for the services or supplies furnished to members. This amount is called the provider’s billed charge. There may be a difference between the provider’s billed charge and the allowable amount.

How the interaction between the allowable amount and the provider’s billed charge affects the payment for benefits and the amount the member will be responsible to pay a provider varies depending on whether the provider is a participating provider or a non-participating provider.

- For participating providers, the allowable amount for a benefit is set by the provider’s contract with Capital. These contracts also include language whereby the provider agrees to accept the amount paid by Capital, minus any cost-sharing amount due from the member, as payment in full.

  **For Example:** The billed charge for an office visit is set by the doctor to be $100. Capital’s allowable amount for this service is $60. If the doctor is a participating provider who has agreed to accept the allowable amount, minus any cost-sharing amount from the member, as payment in full, $60 is the maximum dollar amount the provider will be reimbursed for this service; and the member will not be billed for the additional $40.

- For non-participating providers, the allowable amount for a benefit determines the maximum amount Capital will pay a member for benefits. Since the non-participating provider does not have a contract with Capital or with Capital’s PBM, the provider has not agreed to accept Capital’s payment, minus any cost-sharing amount due from the member, as payment in full. The allowable amount in these situations can be less than the provider’s charge. Therefore, the member is also responsible for paying the difference between the provider’s billed charge and the allowable amount in addition to any applicable cost-sharing amount. Unless otherwise agreed to by Capital, all payment for services performed by a non-participating provider will be made to the member.

  **For Example:** The billed charge for an office visit is set by the doctor to be $100. Capital’s allowable amount for this service is $60. Since the non-participating provider does not have a contract with Capital the provider can ask the member to pay the full $100 charge. However, the maximum payment Capital will make to the member is the allowable amount of $60. The remaining $40 is the member’s expense.
For Example: The billed charge for a prescription drug is set by the pharmacy to be $100. Capital’s allowable amount for this prescription drug is $60. Since the non-participating pharmacy does not have a contract to provide prescription drugs or services to Capital members, the member is responsible for paying the full $100 charge. However, the member can file a claim for reimbursement. The maximum payment Capital will make to the subscriber is the allowable amount of $60 minus any applicable cost-sharing amounts. Assuming the member has no other cost-sharing amount obligations, the remaining $40 is the member’s expense (in addition to the member’s applicable copayment or coinsurance).
BENEFIT DESCRIPTIONS

Subject to the terms, conditions, definitions and exclusions specified in this Certificate of Coverage and subject to the payment by members of the applicable cost-sharing amounts, if any, members shall be entitled to receive the coverage for the benefits listed below. Services will be covered by Capital: a) only if they are medically necessary; and b) only if they are preauthorized (as applicable) by Capital and/or its designee; and c) only if the member is actively enrolled at the time of the service. This Certificate of Coverage provides all Essential Health Benefits, as that term is defined by PPACA.

It is important to refer to the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage to determine whether a health care service, a prescription drug, and/or a therapeutic class of prescription drugs described in this section is a covered benefit, to determine the amounts members are responsible for paying to providers or pharmacies, and to determine whether any benefit limitations/maximums apply to this coverage.

Certain health care services require preauthorization by Capital or its designee. Please consult the Preauthorization Program attachment to determine which services require preauthorization. Certain prescription drugs require prior authorization or enhanced prior authorization or are limited to specific quantities by Capital or its designee.

ACUTE CARE HOSPITAL ROOM & BOARD AND ASSOCIATED CHARGES

Benefits for room and board in an acute care hospital include bed, board and general nursing services when a member occupies:

- A semi-private room (two or more beds);
- A bed in a special accommodations unit; or
- A private room, if medically necessary or if no semi-private accommodations are available. A private room is not medically necessary when used solely for the comfort and/or convenience of the member. When a private room is selected at the member’s option, the member is responsible for paying ten percent (10%) of the hospital’s private room charge.

Benefits for associated services include, but are not limited to:

- Drugs and medicines provided for use while an inpatient;
- Use of operating or treatment rooms and equipment;
- Oxygen and administration of oxygen; and
- Medical and surgical dressings, casts and splints.

Long-Term Acute Care Hospital

Benefits for long-term acute care hospitals include services provided when a member is acutely ill and would otherwise require an extended stay in an acute care setting.

BLOOD AND BLOOD ADMINISTRATION

Benefits for blood and blood administration include: whole blood, the administration of blood, blood processing and blood derivatives used to treat specific medical conditions.
Benefit Descriptions

ACUTE INPATIENT REHABILITATION

Benefits for acute inpatient rehabilitation provided in a rehabilitation hospital include services provided when a member requires an intensive level of skilled inpatient rehabilitation services on a daily basis and these skilled rehabilitation services are provided in accordance with a physician’s order. Capital must concur with the physician’s certification that the care and the inpatient setting are both medically necessary.

SKILLED NURSING FACILITY

Benefits for skilled nursing facilities include services provided when a member requires inpatient skilled nursing services on a daily basis and these skilled nursing services are provided in accordance with a physician’s order. Capital must concur with the physician’s certification that the care and the inpatient setting are both medically necessary.

PROFESSIONAL PROVIDER EVALUATION & MANAGEMENT (E&M), TELEHEALTH VISITS, AND CONSULTATIONS

Evaluation & management and consultation services involve clinical and physical exams required for the prevention, diagnosis and treatment of an illness or injury.

Evaluation and Management

Inpatient – Benefits for inpatient evaluation and management include medical care services provided by a physician or other professional provider to a member who is a hospital inpatient. Medical care includes inpatient visits and intensive care. Inpatient E&M services for a condition related to surgery, maternity, mental health care, or substance abuse care are addressed elsewhere in this Certificate of Coverage.

Outpatient – Benefits for outpatient evaluation and management include outpatient visits to a professional provider for the prevention, diagnosis, and treatment of an injury or illness. Outpatient E&M services for a condition related to surgery, maternity, mental health care, or substance abuse care are addressed elsewhere in this Certificate of Coverage.

In certain situations a facility fee may be associated with an outpatient visit to a professional provider where the provider bills separately for the member’s use of that facility. Members should consult with the provider of the service to determine whether a facility fee may apply to that provider. An additional cost sharing amount may apply to the facility fee.

Telehealth Visits

Benefits for telehealth visits include those provided by a Family Practitioner, General Practitioner, Internist, or Pediatrician via use of two-way video, smart phones, and wireless tools for communication. Patient consults via video conferencing, transmission of still images, e-health (including patient portals), and remote monitoring of vital signs are examples, when medically necessary, of telehealth visits.

E-mail communications, nursing call centers, reporting and discussions of laboratory or other diagnostic and screening results, and remote invasive treatment and diagnosis are not acceptable means of providing telehealth visits for purposes of coverage under this Certificate of Coverage.

Telehealth visits must be received from a physician who is part of the Capital BlueCross Telehealth Provider Network. To find a telehealth provider, members can call 1-800-962-2242 or visit capbluecross.com.
Ongoing behavioral health counseling via telehealth visits is a covered benefit for individuals. The provider must be part of our telehealth network and must be a behavioral health professional appropriately licensed and credentialed. Benefits do not include group counseling via telehealth.

The benefit includes review of images shared by a patient. Services include treatment for only the following conditions: acute bronchitis, acute sinusitis, acute pharyngitis, acute cystitis, urinary tract infection, abdominal pain, diarrhea, fever, acute conjunctivitis, painful urination, influenza, respiratory infection, headache, strep throat. Services are provided for nicotine cessation (subject to benefit limits and cost shares according to “preventive services”). Services are also provided for genetic counseling, behavioral health, and dermatology.

Consultations

Consultations are distinguished from evaluation and management services because these services are provided by a physician whose opinion or advice is usually requested by another physician regarding a specific problem.

Inpatient – Benefits for inpatient consultations include initial and follow-up inpatient consultation services rendered to a member by another physician at the request of the attending physician.

Consultations that are not benefits include:

- Staff consultations required by hospital rules and regulations; and
- Staff consultations related to teaching interns and resident medical education programs.

Outpatient – Benefits for outpatient consultations include outpatient office consultation visits.

RETAIL CLINIC SERVICES

Benefits for services performed in a retail clinic include those that, in the judgment of the provider, can be treated by a duly licensed or certified associated physician or allied health professional practicing within the scope of his/her licensure, certification or specialty. Retail clinic services are performed in an ambulatory medical clinic that provides a limited scope of services for preventive care or the treatment of minor injuries and illnesses and is open to the public for walk-in, unscheduled visits during all open hours offering significant extended hours, which may include evenings, holidays and weekends. Benefits for retail clinic services are calculated at the same benefit level as professional provider outpatient E&M office visits.

TRANSPLANT SERVICES

Benefits for transplant services are provided for inpatient and outpatient services related to human organ and tissue transplants that Capital has found not to be investigational.

Pre-Transplant Evaluation

Benefits for pre-transplant evaluations include testing performed to determine donor compatibility, pre-operative testing, medical examination of the donor in preparation for harvesting the organ or tissue, and organ bank registry fees. Costs associated with registration, evaluation, or duplicate services at more than one transplantation institution are not covered. If the member assumes financial responsibility for obtaining and maintaining a duplicate organ listing at an additional facility and the organ becomes available at that location, the transplantation may be eligible for coverage.

The cost of screening is covered up to the cost of the identification of one viable donor candidate. Additional community or global screenings for a donor are not covered.
Benefit Descriptions

Acquisition and Transplantation

Benefits for acquisition and transplantation include the removal of an organ from a living donor or cadaver and implantation of the organ or tissue into a recipient.

- When the transplant requires surgical removal of the donated part from a living donor and both the recipient and donor are covered by Capital, benefits are provided to both, each pursuant to the terms of each person’s respective contract.

- If only the transplant recipient is covered by Capital, benefits are provided for the recipient and for the donor, but only to the extent that donor benefits are not available under any other health benefit plan or paid by a procurement agency. Benefits provided for the donor are charged against, and limited by, the recipient’s coverage.

- If the transplant recipient is covered by Capital and the donor is deceased, the costs of recovering the organ or tissue (including the cost of transportation) will be paid if billed by a hospital. Such costs are charged against, and limited by, the recipient’s benefits under this coverage.

Donor charges accumulate towards the recipient’s benefit period maximums or any other applicable limits and maximums.

Payment will not be made for the purchase of human organs that are sold rather than donated to the recipient.

Transplantation of placental umbilical cord blood stem cells from related or unrelated donors may be considered medically necessary in patients with an appropriate indication for allogeneic stem-cell transplant.

Collection and storage of cord blood from a neonate may be considered medically necessary when an allogeneic transplant is imminent in an identified recipient with a diagnosis that is consistent with the possible need for allogeneic transplant.

Transplantation of cord blood stem cells from related or unrelated donors is considered investigational in all other situations.

Post-Transplant Services

Benefits for post-transplant services include post-surgical care.

Blue Distinction Centers for Transplant (BDCT)

Blue Distinction Centers for Transplant are a cooperative effort of the BlueCross and/or BlueShield Plans, the BlueCross BlueShield Association and participating medical institutions to provide patients who need transplants with access to leading transplant centers through a coordinated, streamlined program of transplant management.

When a transplant is performed at a BDCT facility designated for that transplant type, certain benefits are provided for travel, lodging, and meal expenses for the member and one support companion. Items that are not covered expenses include, but are not limited to, alcohol, tobacco, car rental, entertainment, expenses for persons other than the member and the member’s companion, telephone calls, and personal care items.

SURGERY

Benefits for surgery include facility and professional services for preoperative care, surgical procedures, and post-operative care.
Evaluation & Management (E&M)

Benefits for evaluation and management related to surgery include the initial consultation or evaluation of the problem by the surgeon to determine the need for surgery.

Surgical Procedure

Benefits for the surgical procedure include surgical services required for the treatment of a disease or injury when performed by a physician or other professional provider on a member in an inpatient hospital or outpatient setting. Certain rules and guidelines apply if an additional surgeon or multiple surgeries are needed.

Anesthesia Related to Surgery

Benefits for the administration of anesthesia related to surgery include services ordered by the attending professional provider and rendered by a professional provider, including the operating physicians under certain circumstances, but other than the assistant at surgery, or the attending physician.

Benefits also include hospitalization and all related medical expenses normally incurred as a result of the administration of general anesthesia in a hospital or ambulatory surgical facility setting for non-covered dental procedures or non-covered oral surgery for an eligible dental patient, provided Capital has determined services to be medically necessary and when a successful result cannot be expected for treatment under local anesthesia and for whom a superior result can be expected under general anesthesia. An eligible dental patient is a patient who is seven years of age or younger or developmentally disabled. Anesthesia and all related benefits for eligible dental patients are subject to all applicable cost-sharing amounts.

Mastectomy and Related Services

A mastectomy is the surgical removal of all or part of a breast. Benefits for a mastectomy include a mastectomy performed on an inpatient or outpatient basis and surgery performed to reestablish symmetry or alleviate functional impairment, including, but not limited to augmentation, mammoplasty, reduction mammoplasty and mastopexy. Reconstruction to reestablish symmetry is covered for the unaffected breast as well as the affected breast. Benefits are also provided for physical complications due to the mastectomy such as lymphedema.

Oral Surgery

Benefits for oral surgery include root recovery, surgical exposure of impacted or unerupted teeth, fractures and dislocations of the face or jaw, surgical excisions (e.g., cysts, tori, exostosis), to improve function, dental implants when major disease, trauma, or surgery results in insufficient boney structure to support dentures or other oral prosthetics in order to chew, and lingual frenulum repairs.

Orthognathic surgery is limited to conditions resulting in significant functional impairment, and repair of traumatic injuries. Orthognathic surgery is also covered for the first thirty-one (31) days after birth for the treatment of congenital birth defects, even where functional impairment is not present.

Anesthesia charges associated with oral surgery are covered for an eligible dental patient when determined by Capital to be medically necessary and when a successful result cannot be expected for treatment under local anesthesia and for whom a superior result can be expected under general anesthesia. An eligible dental patient is a patient who is seven years of age or younger or developmentally disabled. Anesthesia and all related benefits for an eligible dental patient are subject to all applicable cost-sharing amounts.
Other Surgeries

Benefits for other specialized surgical procedures include:

- Routine neonatal circumcisions; and
- Sterilization procedures.

MATERNITY SERVICES

Benefits for maternity services include prenatal, delivery and postpartum services provided to a female member for pregnancies.

Prenatal Services

Benefits for prenatal services include an initial examination, tests, and a series of follow-up exams to monitor the health of the mother and fetus. Prenatal services continue up to the date of delivery.

Delivery

Benefits for deliveries include facility and professional services for vaginal and cesarean section deliveries.

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

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

In addition, a plan or issuer may not require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce out-of-pocket costs, members may be required to obtain precertification. For information on precertification, contact the plan administrator.

Postpartum Services

Benefits for postpartum services include post-delivery hospital services and office visits.

INTERRUPTION OF PREGNANCY

Benefits are provided for hospital services and medical/surgical services rendered by a provider only when abortion is necessary to avert the death of the mother and in cases of rape and/or incest. No other benefits are provided for interruptions of pregnancy under this group contract.

NEWBORN CARE

Benefits for newborn care include ordinary nursery care and physical examinations of the newborn infant while the mother is an inpatient; prematurity services; preventive health care services; and services to treat an injury or illness, including care and treatment of medically diagnosed congenital defects and birth abnormalities. Refer to the Membership Status section for limitations on newborn care coverage.
If a deductible applies to the member’s coverage, only one facility provider deductible will be applied when the mother and newborn are discharged from the hospital; however, deductibles for other professional providers may also apply. If the newborn remains in the hospital after the mother is discharged or if the newborn is transferred to another hospital, another individual deductible will not need to be met before eligible claims are paid for the newborn.

**Diagnostic Services**

Diagnostic services are procedures ordered by a physician because of specific symptoms to determine a definitive condition or disease, not for screening purposes. Benefits for diagnostic services include, but are not limited to: radiology tests, laboratory tests, and medical tests. Some high-risk conditions may result in a service being considered diagnostic, rather than screening, in nature.

**Radiology Tests**

Benefits for radiology tests include X-rays, MRI’s (Magnetic Resonance Imaging), CT Scans, Ultrasounds, Echography, and other radiological services performed for the purpose of diagnosing a condition due to an illness or injury.

**Laboratory Tests**

Benefits for laboratory tests include diagnostic pathology and laboratory tests for the diagnosis or treatment of a disease or condition.

In certain situations, an additional cost-sharing amount may be associated with a lab service performed by a provider other than a physician’s office or an independent clinical laboratory (ICL). For a list of independent clinical laboratories, as well as how to access them, members should contact Capital’s Customer Service Department using the telephone number on the back of their ID card.

**Medical Tests**

Benefits for diagnostic medical tests include EKG’s, EEG’s, and other diagnostic medical procedures performed for the purpose of diagnosing or treating a disease or condition.

Inpatient admissions that are primarily for diagnostic purposes are not covered.

**Other Diagnostic Tests and Services**

Benefits for other diagnostic tests and services include Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET Scan), Computerized Axial Tomography (CAT Scan), Magnetic Resonance Angiography (MRA), and Single Photon Emission Computed Tomography (SPECT Scan).

**Allergy Services**

Benefits for allergy services include testing, immunotherapy, and allergy serums.

**Testing**

Benefits for tests used in the diagnosis of allergy to a particular substance include direct skin testing (percutaneous, intracutaneous) as well as in vitro techniques (i.e., RAST, MAST, FAST).

**Immunotherapy**

Immunotherapy refers to the treatment of disease by stimulating the body’s own immune system and involves injections over a period of time in order to reduce the potential for allergic reactions.
Benefits for immunotherapy include therapy provided to individuals with a demonstrated hypersensitivity that cannot be managed by avoidance or environmental controls.

However, certain methods of treatment, which are investigational, as well as items that are for personal convenience (i.e., pillows, mattress casing, air filter, etc.) are not covered.

Allergy Serums

Benefits for allergy serums include the immunizing agent (serum) used in immunotherapy injections as long as the immunotherapy itself is covered.

Therapy Services

Benefits for therapy services include services provided for evaluation and treatment of a member’s illness or injury when an expectation exists that the therapy will result in significant, measurable improvement in the member’s level of functioning within a reasonable period of time appropriate to the member’s condition.

Physical Medicine

Benefits for physical medicine include evaluation and treatment by physical means or modalities, such as: mechanical stimulation, heat, cold, light, air, water, electricity, sound, massage, mobilization, and the use of therapeutic exercises or activities performed to relieve pain and restore a level of function following disease, illness or injury.

Benefits for physical medicine include rehabilitative and habilitative services.

Occupational Therapy

Benefits for occupational therapy include the evaluation and treatment of a physically disabled person by means of constructive activities designed to promote the restoration of the person’s ability to satisfactorily accomplish the ordinary tasks of daily living.

Benefits for occupational therapy include rehabilitative and habilitative services.

Speech Therapy

Benefits for speech therapy include those services necessary for the evaluation, diagnosis, and treatment of certain speech and language disorders as well as services required for the diagnosis and treatment of swallowing disorders.

Benefits for speech therapy include rehabilitative and habilitative services.

Respiratory Therapy

Benefits for respiratory therapy include the treatment of acute or chronic lung conditions through the use of intermittent positive breathing (IPPB) treatments, chest percussion, postural drainage and pulmonary exercises.

Maintenance respiratory therapy is not covered.

Cardiac Rehabilitation Therapy

Benefits for cardiac rehabilitation therapy include regulated exercise programs that are proven effective in the physiologic rehabilitation of a patient with a cardiac illness.

Maintenance cardiac rehabilitation therapy is not covered.
Manipulation Therapy

Benefits for manipulation therapy include treatment involving movement of the spinal or other body regions when the services rendered have a direct therapeutic relationship to the patient’s condition, are performed for a musculoskeletal condition, and there is an expectation of restoring the patient’s level of function lost due to this condition.

Maintenance manipulation therapy is not covered.

HABILITATIVE SERVICES

Physical Therapy

Benefits for physical therapy includes treatment by physical means, heat, hydrotherapy or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices to relieve pain, restore maximum function, and prevent disability following disease, illness or injury.

Occupational Therapy

Benefits for occupational therapy will include services rendered by a registered, licensed occupational therapist.

Speech Therapy

Benefits for speech therapy include treatment for the correction of a speech impairment resulting from disease, surgery, injury, congenital anomalies, or previous therapeutic processes. Coverage will also include services by a speech therapist.

RADIATION THERAPY

Benefits for radiation therapy (also known as radiation oncology or therapeutic oncology) include the inpatient or outpatient treatment of a disease by X-ray, gamma ray, accelerated particles, mesons, neutrons, radium or radioactive isotopes, including the cost of the radioactive material.

DIALYSIS TREATMENT

Benefits for dialysis include the inpatient or outpatient treatment of acute renal failure or chronic renal insufficiency for removal of waste materials from the body.

CHEMOTHERAPY

Chemotherapy involves the treatment of infections or other diseases with chemical or biological antineoplastic agents approved by and used in accordance with the Food and Drug Administration (FDA) guidelines.

Benefits for chemotherapy include chemotherapy drugs and the administration of these drugs provided in either an inpatient or outpatient setting.

EMERGENCY AND URGENT CARE SERVICES

An emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
• Placing the health of the member, or with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy;

• Serious impairment to bodily functions;

• Serious dysfunction of any bodily organ or part; or

• Other serious medical consequences.

Benefits for emergency services include the initial evaluation, treatment and related services, such as diagnostic procedures provided on the same day as the initial treatment.

Inpatient hospital stays as a result of an emergency are reimbursed at the level of payment for inpatient benefits. Observation status is not considered inpatient admission. Emergency room cost-sharing amounts will apply to observational care unless the member is admitted inpatient. Consultations received in the emergency room are subject to the applicable outpatient consultation copayment.

Benefits for emergency dental accident services include treatment required only to stabilize the member immediately following an accidental injury. Treatment of accidental injuries resulting from chewing or biting is not covered.

If Capital, upon reviewing the emergency room records, determines that the services provided do not qualify as emergency services, those non-emergency services may not be covered or may be reduced according to the limitations of this coverage.

Urgent Care Services

Benefits for services performed in an urgent care center include those that, in the judgment of the provider, are non-life threatening and urgent and can be treated on other than an inpatient hospital basis and are performed at a freestanding urgent care center by a duly licensed associated physician or allied health professional practicing within the scope of his/her licensure and specialty. Urgent care services are performed in an ambulatory medical clinic that is open to the public for walk-in, unscheduled visits during all open hours offering significant extended hours, which may include evenings, holidays and weekends.

MEDICAL TRANSPORT

Benefits for medical transport services include the use of specially designed and equipped vehicles to transport ill or injured patients. Medical transport services may involve ground or air transports in both emergency and non-emergency situations.

Air ambulance transportation is covered only when the transport is medically necessary or the point of pick-up is not accessible by land, and the transport is to an acute care hospital (whether for initial transport or subsequent transfer to another facility for special care).

Emergency Ambulance

Benefits for emergency ambulance services include transportation to an acute care hospital when the circumstances leading up to the ambulance services qualify as emergency services and the patient is transported to the nearest acute care hospital with appropriate facilities for treatment of the injury or illness involved.

Non-Emergency Ambulance

Benefits for non-emergency ambulance services include services only for inter-facility transportation if the circumstances leading up to the ambulance services do not qualify as emergency services, but are medically
necessary. Inter-facility transportation means transportation between hospitals or between a hospital and a skilled nursing facility.

Transportation by way of wheelchair vans, stretcher vans, or other transportation modalities where advanced or basic life support is unnecessary are not covered. Also, membership fees are excluded from coverage.

**Mental Health Care Services**

Benefits for mental health care services include services for mental illness diagnoses. Substance abuse treatment is defined under a separate benefit.

**Inpatient Services**

Benefits for inpatient mental health care services include bed, board and general inpatient nursing services when provided for the treatment of mental illness. Services provided by a professional provider to a member who is an inpatient for mental health care are also covered.

**Partial Hospitalization**

Benefits for partial hospitalization mental health care services include the outpatient treatment of a mental illness in a planned therapeutic program during the day only or during the night only.

The partial hospitalization program must be approved by Capital or its designee. Partial hospitalization mental health care is not covered for halfway houses and residential treatment facilities.

**Outpatient Services**

Benefits for outpatient mental health care services include the outpatient treatment of mental illness by a hospital, a physician or another eligible provider.

Attention deficit/hyperactivity disorder (ADHD) is classified as a mental health condition. Treatments for ADHD are eligible under mental health care benefits. However, office visits for medication checks are considered medical visits.

**Substance Abuse Services**

**Detoxification - Inpatient**

Benefits for inpatient detoxification include services to assist an alcohol and/or drug intoxicated or dependent member in the elimination of the intoxicating alcohol or drug as well as alcohol or drug dependency factors while minimizing the physiological risk to the member.

Services must be performed under the supervision of a licensed physician and in a facility licensed by the state in which it is located.

**Rehabilitation**

Benefits for substance abuse rehabilitation include services to assist members with a diagnosis of substance abuse in overcoming their addiction. Members must be detoxified before rehabilitation will be covered. A substance abuse treatment program provides rehabilitation care.
Inpatient — Benefits for inpatient substance abuse rehabilitation include: bed, board and general inpatient nursing services. Substance abuse care provided by a professional provider to a member who is an inpatient for substance abuse rehabilitation is also covered.

Residential treatment facilities are not covered other than sub-acute facilities when medical management services are provided.

Outpatient — Benefits for outpatient substance abuse rehabilitation include services that would be covered on an inpatient basis but are otherwise provided for outpatient or partial hospitalization.

To be eligible for coverage, these services must be provided by a physician, psychologist, or other eligible provider employed by a substance abuse treatment facility. Otherwise, professional provider services for substance abuse treatment are not eligible for coverage nor are these services eligible under outpatient mental health care benefits.

HOME HEALTH CARE SERVICES

Home health care is medically necessary skilled care provided to a homebound patient for the treatment of an acute illness, an acute exacerbation of a chronic illness, or to provide rehabilitative services.

Benefits for home health care services provided to a homebound patient include:

• Professional services provided by a registered nurse or licensed practical nurse;
• Physical medicine, occupational therapy and speech therapy;
• Medical and surgical supplies provided by the home health care agency; and
• Medical social service consultation.

No home health care benefits are provided for:

• Drugs provided by the home health care agency with the exception of intravenous drugs administered under a treatment plan approved by Capital;
• Food or home delivered meals;
• Homemaker services such as shopping, cleaning and laundry;
• Maintenance therapy; and
• Custodial care.

Home Health Care Visits Related to Mastectomies

Benefits for home health care visits related to mastectomies include one (1) home health care visit, as determined by the member’s physician, received within 48 hours after discharge, if such discharge occurs within 48 hours after an admission for a mastectomy.

Home Health Care Visits Related to Maternity

Benefits for home health care visits related to maternity include one (1) home health care visit within 48 hours after discharge when the discharge occurs prior to 48 hours of inpatient care following a normal vaginal delivery or prior to 96 hours of inpatient care following a cesarean delivery. Home health care visits include, but are not limited to: parent education, assistance and training in breast and bottle feeding, infant screening and clinical tests,
and the performance of any necessary maternal and neonatal physical assessments. A licensed health care provider whose scope of practice includes postpartum care must make such home health care visits. At the mother’s sole discretion, the home health care visit may occur at the facility of the provider.

**INFUSION/IV THERAPY**

Infusion/IV therapy involves the administration of pharmaceuticals, fluids, and biologicals intravenously or through a gastrostomy tube. Infusion/IV therapy is used for a broad range of therapies such as antibiotic therapy, chemotherapy, pain management, and hydration therapy. A home infusion therapy provider typically provides services in the home, but a patient is not required to be homebound.

Benefits for infusion/IV therapy include the drugs and IV solutions, supplies and equipment used to administer the drugs, and nursing visits to administer the therapy.

**HOSPICE CARE**

Hospice care involves palliative care to terminally ill members and their families with such services being centrally coordinated through a multi-disciplinary hospice team directed by a physician. Most hospice care is provided in the member’s home or facility that the member has designated as home. (i.e. Assisted Living Facility, Nursing Home, etc.)

All eligible hospice services must be billed by the hospice provider.

Benefits for hospice care include the following services provided to a member by a hospice provider responsible for the member’s overall care:

- Professional services provided by a registered nurse or licensed practical nurse;
- Palliative care by a physician;
- Medical and surgical supplies and durable medical equipment;
- Prescribed drugs related to the hospice diagnosis(drugs and biologicals);
- Oxygen and its administration;
- Therapies (physical medicine, occupational therapy, speech therapy);
- Medical social service consultations;
- Dietitian services;
- Home health aide services;
- Family counseling services;
- Respite care;
- Continuous Home Care provided only during a period of crisis in which a patient requires continuous care which is primarily nursing care to achieve palliation or management of acute medical symptoms; and
- Inpatient services of an acute medical nature arranged through the hospice provider in a hospital or skilled setting to address short-term pain and/or symptom control that cannot be managed in other settings.
Benefits for Residential Hospice Care include the following services provided to a member by a hospice provider responsible for the member’s overall care:

- Room and board in a hospice facility that meets Capital’s criteria for residential hospice care;
- Professional services provided by a registered nurse or licensed practical nurse;
- Palliative care by a physician;
- Medical and surgical supplies and durable medical equipment;
- Prescribed drugs related to the hospice diagnosis (drugs and biologicals);
- Oxygen and its administration;
- Therapies (physical medicine, occupational therapy, speech therapy);
- Medical social service consultations;
- Dietitian services; and
- Family counseling services.

No hospice care benefits are provided for:

- Volunteers;
- Pastoral services;
- Homemaker services; and
- Food or home delivered meals.

The member is not eligible to receive further hospice care benefits if the member or the member’s authorized representative elects to institute curative treatment or extraordinary measures to sustain life.

**DURABLE MEDICAL EQUIPMENT (DME) & SUPPLIES**

Durable medical equipment consists of items that are:

- Primarily and customarily used to serve a medical purpose;
- Not useful to a person in the absence of illness or injury;
- Ordered by a professional provider within the scope of their license;
- Appropriate for use in the home;
- Reusable; and
- Can withstand repeated use.

Examples of covered DME are wheelchairs, canes, walkers, and nebulizers when shown to be medically necessary. Examples of non-covered DME include but are not limited to iPads, home computers, laptops, and
wearable activity or health monitors. Enteral pumps are only a covered DME when the enteral nutrition is considered medically necessary.

Benefits for DME include reasonable repairs, adjustments and certain supplies that are necessary to utilize and maintain the DME in operating condition. Repair costs cannot exceed the purchase price of the DME. Routine periodic maintenance (e.g., testing, cleaning, regulating and checking of equipment) for which the owner or vendor is generally responsible is not covered.

DME may be rented or purchased based upon:

- Member’s condition at diagnosis;
- Member’s prognosis;
- Anticipated time frame for utilization; and
- Total costs.

Reimbursement on a rental DME cannot exceed the lesser of the established fee schedule price, billed amount, usual or customary purchase price of the equipment. When DME is purchased by the member, the previous allowances for rental of the DME will be deducted from the amount allowed for the purchase of the DME.

Except in circumstances of risk of disability or death, there are generally no benefits for replacement DME when repairs are due to equipment misuse and/or abuse or for replacement of lost or stolen items.

Medical supplies are medical goods that support the provision of therapeutic and diagnostic services but cannot withstand repeated use and are disposable or expendable in nature. Benefits for medical supplies include items such as hoses, tubes and mouthpieces that are medically necessary for proper functioning of covered durable medical equipment.

**PROSTHETIC APPLIANCES**

Prosthetic appliances replace all or part of an absent body organ (including contiguous tissue) or replace all or part of the function of a permanently inoperative or malfunctioning body part that is lost or impaired as a result of disease, injury or congenital deficit regardless of whether they are surgically implanted or worn outside the body. The surgical implantation or attachment of covered prosthetics is considered medically necessary, regardless of whether the covered prosthetic is functional (i.e., irrespective of whether the prosthetic improves or restores a bodily function.)

Benefits for prosthetics include the purchase, fitting, necessary adjustment, repairs, and replacements after normal wear and tear of the most cost-effective prosthetic devices and supplies. Repair costs cannot exceed the purchase price of a prosthetic device. Prosthetics are limited to the most cost-effective medically necessary device required to restore lost body function.

Wigs are covered prosthetics in certain cases and may be subject to a benefit lifetime maximum. In addition, the use of initial and subsequent prosthetic devices to replace breast tissue removed due to a mastectomy is covered. Glasses, cataract lenses, contact lenses, and scleral shells prescribed after cataract or intra-ocular surgery without a lens implant, or used for initial eye replacement (i.e., artificial eye) are also covered.

The replacement of cataract lenses (except when new cataract lenses are needed because of prescription change) and certain dental appliances are not covered.
ORTHOTIC DEVICES

An orthotic device is a rigid or semi-rigid supportive device that restricts or eliminates motion of a weak or diseased body part. Benefits for orthotic devices include the purchase, fitting, necessary adjustment, repairs, and replacement of orthotic devices. Examples of orthotic devices are: diabetic shoes; braces for arms, legs, and back; splints; and trusses.

Diabetic shoes and foot orthotics mandated by Pennsylvania state law are covered. Also, orthopedic shoes and other supportive devices of the feet are covered only when they are an integral part of a leg brace. Otherwise, foot orthotics and other supportive devices for the feet are not covered.

DIABETIC SUPPLIES

Drugs and Supplies

Unless otherwise covered under a prescription drug program, benefits for diabetic drugs and supplies include drugs, including insulin, equipment, agents, and orthotics used for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin-using diabetes when prescribed by a provider legally authorized to prescribe such items. Diabetic supplies do not include batteries, alcohol swabs, preps or gauze.

Equipment, agents, and orthotics include:

- Injectable aids (e.g., syringes);
- Pharmacological agents for controlling blood sugar;
- Standard blood glucose monitors and related supplies;
- Insulin infusion devices; and
- Orthotics.

NUTRITION THERAPY (COUNSELING AND EDUCATION)

Benefits for nutrition therapy include counseling and education for the treatment of diagnoses in which dietary modification is medically necessary including but not limited to the treatment of diabetes heart disease, obesity and morbid obesity.

Benefits for self-management education and education relating to diet are covered when prescribed and include:

- Visits upon obtaining a diagnosis of a medical condition in which nutrition therapy is medically necessary; and

- Visits when a licensed physician identifies or diagnoses a significant change in the patient’s symptoms or conditions that necessitates changes in a patient’s self-management, or when a new medication or therapeutic process relating to the patient’s treatment and/or management of the medical condition has been identified as medically necessary by a licensed physician.
Benefits for diabetes self-management training and education include participation in a diabetes self-management training and education program approved by the American Diabetes Association or American Association of Diabetes Educators under the supervision of a licensed health care professional with expertise in diabetes, and subject to the criteria determined by Capital. These criteria are based on certification programs for diabetes education developed by the American Diabetes Association or American Association of Diabetes Educators.

**ENTERAL NUTRITION**

Enteral nutrition involves the use of special formulas and medical foods that are administered by mouth or through a tube placed in the gastrointestinal tract. Benefits for enteral nutrition include enteral nutrition products (i.e. special formulas and medical food, as defined by the U.S. Food and Drug Administration), as well as medically necessary enteral feeding equipment (e.g. pumps, tubing, etc).

Benefits for enteral nutrition products are covered at standard member cost sharing amounts if the enteral nutrition product provides fifty percent (50%) or more of total nutritional intake.

Regardless of the percentage nutritional intake, benefits for enteral nutrition products for the therapeutic treatment of phenylketonuria, branched-chain ketonuria, galactosemia, and homocystinuria are covered and are exempt from deductibles; however, all other member cost-sharing will apply. Similarly, benefits for amino acid-based enteral nutrition products are covered for documented food protein allergies, food protein-induced enterocolitis syndrome, eosinophilic disorders, and short-bowel syndrome; however, all standard member cost-sharing amounts (including deductibles) will apply.

Benefits for medically necessary enteral feeding equipment for feeding through a tube are included for individuals with functioning gastrointestinal tracts, but for whom oral feeding is impossible or severely limited.

**IMMUNIZATIONS AND INJECTIONS**

Benefits for immunizations and injections include certain immunizations if an individual is determined to be at high risk. Capital follows guidelines set by the Center for Disease Control in determining high-risk individuals. Immunizations for travel or for employment are not covered except as required by the Patient Protection and Affordable Care Act.

Injectables that are “primarily self administered” are not covered under the member’s medical benefit under any circumstances, even if the member is unable to self administer. In the event a member is unable to self administer an injectable medication, only the charges for the administration of the injectable will be covered when administered and reported by an eligible provider in an office, hospital outpatient, or home setting. Members can view the list of medications that Capital considers to be primarily self administered by accessing the Self Administered Medications Policy on the Capital BlueCross website at capbluecross.com.

**MAMMOGRAMS**

A mammogram is a radiological examination of the breast(s) used to detect tumors and cysts, and to help differentiate benign and malignant disease.

**Screening Mammogram**

A screening mammogram is furnished to an individual without signs or symptoms of breast disease, for the purpose of early detection of breast cancer. Benefits for screening mammograms are covered under the Preventive Care Services section of this Certificate of Coverage and are highlighted on the Schedule of Preventive Care Services document attached to this Certificate of Coverage.
Physician-recommended screening mammograms, regardless of age, are covered but may be subject to cost-sharing amounts.

**Diagnostic Mammogram**

A diagnostic mammogram is intended to provide specific evaluation of patients with a detected breast abnormality. *Benefits* for diagnostic mammograms are covered under the **Diagnostic Services, Radiology Tests** section of this *Certificate of Coverage* and may be subject to cost-sharing amounts.

**GYNECOLOGICAL SERVICES**

**Screening Gynecological Exam**

A screening gynecological exam is a yearly preventive service performed by a gynecologist, primary care physician, or other qualified health care *provider*. The exam generally includes a pelvic examination, a Pap smear, a breast examination, a rectal examination and a review of the patient’s past health, menstrual cycle and childbearing history. *Benefits* for screening gynecological exams are covered under the **Preventive Care Services** section of this *Certificate of Coverage* and are highlighted on the **Schedule of Preventive Care Services** document attached to this *Certificate of Coverage*.

**Screening Papanicolaou Smear**

A Papanicolaou (Pap) Smear is a laboratory study used to detect cancer. The Pap test has been used most often in the diagnosis and prevention of cervical cancers. *Benefits* for Pap Smears are covered under the **Preventive Care Services** section of this *Certificate of Coverage* and are highlighted on the **Schedule of Preventive Care Services** document attached to this *Certificate of Coverage*.

Diagnostic Pap smears are covered under the **Diagnostic Services, Laboratory Tests** section of this *Certificate of Coverage* and may be subject to cost-sharing amounts.

**PREVENTIVE CARE SERVICES**

*Benefits* for preventive care are highlighted on the **Schedule of Preventive Care Services** document attached to this *Certificate of Coverage*. These guidelines are periodically updated to reflect current recommendations from organizations such as the American Academy of Pediatrics (AAP), U.S. Preventive Service Task Force (USPSTF), and Advisory Committee on Immunization Practices (ACIP). This document is not intended to be a complete list of preventive care services and is subject to change.

**Pediatric**

*Benefits* for pediatric preventive care include routine physical examinations, childhood immunizations, and tests. For more information, refer to the **Schedule of Preventive Care Services** attached to this *Certificate of Coverage*.

**Adult**

*Benefits* for adult preventive care include routine physical examinations, immunizations, and tests. *Benefits* also include specific women’s preventive services as mandated by law. For more information, refer to the **Schedule of Preventive Care Services** document attached to this *Certificate of Coverage*.

Services that need to be performed more frequently than stated in the **Schedule of Preventive Care Services** document attached to this *Certificate of Coverage* due to high-risk situations are covered when the diagnosis and procedure(s) are otherwise covered. *Capital* follows guidelines set by the Center for Disease Control in determining high-risk individuals. These services are subject to all applicable cost-sharing amounts.
Pervasive Development Disorders (Autism Spectrum Disorders)

Autism spectrum disorders include any pervasive development disorders as defined by the Diagnostic and Statistical Manual of Mental disorders (DSM), including but not limited to autism, Asperger’s Syndrome, childhood disintegrative disorder and Rett’s Syndrome.

Benefits include coverage for the diagnostic assessment and treatment of autism spectrum disorders for members less than twenty-one (21) years of age.

Diagnostic Assessment

Diagnostic assessment of autism spectrum disorders consists of medically necessary assessments, evaluations or tests performed by a licensed physician, licensed physician assistant, licensed psychologist or certified registered nurse practitioner to diagnose whether an individual has autism spectrum disorder. The diagnosis is valid for not less than twelve (12) months unless a licensed physician or psychologist determines an assessment is needed sooner.

Treatment

Treatment of autism spectrum disorders is identified in a treatment plan or functional behavioral assessment. A treatment plan must be submitted to Capital, or the contract holder’s Managed Behavioral Healthcare Organization, that is:

- Developed by a licensed physician or licensed psychologist pursuant to a comprehensive evaluation or reevaluation;
- Includes short and long-term goals which can be measured objectively;
- Includes any medically necessary pharmaceutical care, psychiatric care, psychological care, rehabilitative care and therapeutic care that is:
  - Prescribed, ordered or provided by a licensed physician, licensed physician assistant, licensed psychologist, licensed clinical social worker or certified registered nurse practitioner; or
  - Provided by an autism service provider; or
  - Provided by a person, entity or group that works under the direction of an autism service provider.

Review of the treatment plan will be required by Capital prior to authorization of services. Treatment plans will be reviewed every six (6) months unless there is clear evidence of regression necessitating changes in treatment.

Coverage for the treatment of autism spectrum disorders, as prescribed in a specific treatment plan, include but are not limited to the following:

- Medically necessary medical therapy (e.g. physical therapy, occupational therapy, speech therapy) or psychotherapy specifically for the treatment of pervasive developmental disorders;
- Medically necessary behavior therapy and behavior modification including mobile therapy, behavior specialist consultation, therapeutic staff support;
- Medically necessary interventions to improve verbal and non-verbal communication skills;
- Medically necessary and appropriate treatment for comorbidities, including psychotherapy, behavioral therapy, physical and occupational therapy;
• Applied behavior analysis;

• Continued rehabilitative medical treatment once the therapeutic goals have been achieved to preserve the current level of function and prevent regression (maintenance).

Medical necessity review of behavioral health services will be conducted by the contract holder’s Managed Behavioral Healthcare Organization.

Treatment and services that are provided as part of the member’s Individual Education Plan (IEP) or as otherwise provided as part of the member’s education are not covered.

Benefits are also subject to any applicable cost-sharing amounts (i.e. office visit copayment, deductible and coinsurance) as determined by the type of treatment rendered at time of service.

OTHER SERVICES

Contraceptives

Unless otherwise covered under a prescription drug program, benefits for contraceptives include those contraceptive products or devices mandated by PPACA including but not limited to contraceptive implants such as intrauterine devices (IUD) and services related to the fitting, insertion, implantation and removal of such devices.

Orthodontic Treatment of Congenital Cleft Palates

Benefits for orthodontics include orthodontic treatment of congenital cleft palates involving the maxillary arch, performed in conjunction with bone graft surgery to correct the bony deficits associated with extremely wide clefts affecting the alveolus.

Diagnostic Hearing Screening

Benefits for hearing services include only hearing screenings for diagnostic purposes.

Hearing aids and exams for the purchase and fitting of hearing aids are not covered.

Vision Care for Illness or Accidental Injury

Benefits for vision services (other than pediatric) include only eye care that is medically necessary to treat a condition arising from an illness or accidental injury to the eye. Covered services include surgery for medical conditions, symptomatic conditions and trauma. Vision screening related to a medical diagnosis, only for diagnostic purposes, is also covered.

When cataract surgery is performed, benefits for vision services include lens implants, with limitations, as described in the Prosthetic Appliances section of this Certificate of Coverage.

Non-pediatric routine eye care examinations, refractive lenses (glasses or contact lenses) and routine tests are not covered. Also, replacement refractive lenses (glasses or contact lenses) prescribed for use with an intra-ocular lens transplant are not covered.

Pediatric vision benefits for dependents under age 19 are provided by Capital Advantage Assurance Company under a separate contract that is incorporated into this coverage.
Non-Routine Foot Care

Benefits for non-routine foot care include surgical treatment of structural defects or anomalies such as fractures or hammertoes. Benefits also include surgical removal of ingrown toenails and bunions when provided to members with specific medical diagnoses. An injectable local anesthetic must be used in order for a foot procedure to be considered “toenail surgery”.

Routine foot care services are not covered unless the services are medically necessary for a member with specific medical diagnoses.

Routine Costs Associated With Approved Clinical Trials

If a member is eligible to participate in an Approved Clinical Trial (according to the trial protocol), with respect to treatment of cancer or other life-threatening disease or condition, and either the member’s referring provider is a participating provider who has concluded the member’s participation in the trial would be appropriate, or the member furnishes medical and scientific information establishing that his or her participation in the trial would be appropriate, benefits shall be payable for Routine Costs Associated with Approved Clinical Trials. Capital must be notified in advance of the member’s participation in the Approved Clinical Trial.

Prescription Drugs

Benefits for prescription drugs include prescription drugs dispensed for the outpatient use of the member. Members may purchase prescription drugs at retail pharmacies or through the designated mail service pharmacy.
The **benefits** provided under the **group contract** are subject to the following limitations:

1. A **participating pharmacy** or **non-participating pharmacy** need not dispense a **prescription order** that for any reason, in its professional judgment, should not be filled.

2. A **member** may purchase a **non-preferred brand drug** if it could be used to treat his or her condition. If, however, a **member** purchases a **non-preferred brand drug**, the **member** may be required to pay a higher **copayment/coinsurance**, based on the **member**’s **benefit** plan and as indicated in the **Summary of Cost-Sharing and Benefits** section of this **Certificate of Coverage**.

3. A **member** may purchase a **brand drug**, even if an approved **generic drug** equivalent could be used to treat his or her condition. If, however, a **member** purchases a **brand drug** and such approved **generic drug** equivalent is available, the **member** is responsible for paying the applicable **brand drug coinsurance and/or copayment** in addition to the difference in cost between the **brand drug** and the approved **generic drug** equivalent, (i.e. ancillary charge) even if the **prescriber** requests that the **brand drug** be dispensed.

4. Refills may be dispensed subject to federal and state law limitations and only in accordance with the number of refills designated on the original **prescription order**. Refills may not be dispensed more than one (1) year after the date of the original **prescription order**. When a **prescription order** is written for a **prescription drug** that has previously been dispensed to a **member** or a **prescription order** is presented for a refill, the **prescription drug** will be dispensed only at such time as the **member** has used sixty percent (60%) of the previous supply dispensed through the designated **mail service pharmacy** or seventy-five (75%) of the previous supply dispensed through a **retail pharmacy** or specialty pharmacy in accordance with the associated **prescription order**.

5. Certain **prescription drugs** will not be available for **mail service dispensing** due to safety or quality concerns. Such **prescription drugs** will be subject to **retail dispensing or specialty pharmacy dispensing** only.

6. All **prescription drugs** are subject to availability at the **retail pharmacy**, **specialty pharmacy**, or **mail service pharmacy**.

7. Select **specialty prescription drugs** will be subject to dispensing only through a designated **specialty pharmacy**.

8. **Prescription drugs** classified by the federal government as narcotics may be subject to dispensing or dosage limitations based on standards of good pharmaceutical practice or state or federal regulations.

9. **Capital** reserves the right to determine the reasonable supply of any **prescription drug** based on standards of good pharmaceutical practice.

10. Certain **prescription drugs**, which are dispensed pursuant to a **prescription order** for the **outpatient** use of the **member**, are subject to quantity limits. **Benefits** for these **prescription drugs** shall be available based on the quantity which **Capital** will determine, in its sole discretion, is a reasonable per prescription or per day supply for **retail dispensing, specialty pharmacy dispensing**, or **mail service dispensing**.

11. Certain **prescription drugs** require **prior authorization** for coverage prior to the delivery of **covered drugs**.

12. Certain **prescription drugs**, which are dispensed pursuant to a **prescription order** for the **outpatient** use of the **member**, are subject to enhanced **prior authorization** (step therapy).
SCHEDULE OF MEDICAL BENEFIT EXCLUSIONS

Except as specifically provided in this Certificate of Coverage, no benefits are provided under this coverage with Capital for services, supplies, or equipment described or otherwise identified below.

1. Which are not medically necessary as determined by Capital’s Medical Director(s) or his/her designee(s);

2. Which are considered by Capital to be investigational, except where otherwise required by law;

3. For any illness or injury which occurs in the course of employment if benefits or compensation are available or required, in whole or in part, under a workers’ compensation policy and/or any federal, state or local government’s workers’ compensation law or occupational disease law, including but not limited to, the United States Longshoreman’s and Harbor Workers’ Compensation Act as amended from time to time. This exclusion applies whether or not the member makes a claim for the benefits or compensation under the applicable workers’ compensation policy/coverage and/or the applicable law;

4. For any illness or injury suffered after the member’s effective date of coverage which resulted from an act of war, whether declared or undeclared;

5. For services received by veterans and active military personnel at facilities operated by the Veteran’s Administration or by the Department of Defense, unless payment is required by law;

6. Which are received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar person or group;

7. For the cost of hospital, medical, or other benefits resulting from accidental bodily injury arising out of a motor vehicle accident, to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used, including such benefits mandated by law) of any motor vehicle insurance policy;

8. For items or services paid for by Medicare when Medicare is primary consistent with the Medicare Secondary Payer Laws. This exclusion shall not apply when the contract holder is obligated by law to offer the member the benefits of this coverage as primary and the member so elects this coverage as primary;

9. For care of conditions that federal, state or local law requires to be treated in a public facility;

10. For court ordered services when not medically necessary and/or not a covered benefit;

11. For any services rendered while in custody of, or incarcerated by any federal, state, territorial, or municipal agency or body, even if the services are provided outside of any such custodial or incarcerating facility or building, unless payment is required by law;

12. Which are not billed by and either performed by or under the supervision of an eligible provider;

13. For services rendered by a provider who is a member of the member’s immediate family;

14. For telephone and electronic consultations, including telehealth visits, between a provider and a member, except as otherwise provided in this Certificate of Coverage;

15. For charges for failure to keep a scheduled appointment with a provider, for completion of a claim or insurance form, for obtaining copies of medical records, or for a member’s decision to cancel a surgery, or for hospital mandated on call service;
16. For services performed by a professional provider enrolled in an education or training program when such services are related to the education or training program, including services performed by a resident physician under the supervision of a professional provider;

17. Which exceed the allowable amount;

18. Which are cost-sharing amounts required of the member under this coverage;

19. For the amount of any preauthorization penalty applied under the preauthorization provision of a member’s coverage;

20. For which a member would have no legal obligation to pay;

21. For services incurred prior to the member’s effective date of coverage;

22. For services incurred after the date of termination of the member’s coverage except as provided for in this Certificate of Coverage;

23. For services received by a member in a country with which United States law prohibits transactions;

24. For inpatient admissions which are primarily for diagnostic studies or for inpatient services which could have been safely performed on an outpatient basis;

25. For prophylactic blood, cord blood or bone marrow storage in the event of an accident or unforeseen surgery or transplant;

26. For custodial care, domiciliary care, residential care, protective and supportive care including educational services, rest cures, convalescent care, or respite care not related to hospice services;

27. For services related to organ donation where the member serves as an organ donor to a non-member;

28. For transplant services where human organs were sold rather than donated and for artificial organs;

29. For anesthesia when administered by the assistant to the operating physician or the attending physician;

30. For cosmetic procedures or services related to cosmetic procedures performed primarily to improve the appearance of any portion of the body and from which no significant improvement in the functioning of the bodily part can be expected, except as otherwise required by law. This exclusion does not apply to cosmetic procedures or services related to cosmetic procedures performed to correct a deformity resulting from birth defect or accidental injury. For purposes of this exclusion, prior surgery is not considered an accidental injury;

31. For oral surgery, including surgical extractions of full or partial bony impactions, except as specifically provided in this Certificate of Coverage;

32. For maintenance therapy services, except as required by law;

33. For physical medicine for work hardening, vocational and prevocational assessment and training, functional capacity evaluations, as well as its use towards enhancement of athletic skills or activities;

34. For occupational therapy for work hardening, vocational and prevocational assessment and training, functional capacity evaluations, as well as its use towards enhancement of athletic skills or activities;

35. For speech therapy for the following conditions: psychosocial speech delay, behavior problems intellectual disability (except when disorders such as aphasia or dysarthria are present), attention deficit
disorder/attention deficit hyperactivity disorder, auditory conceptual dysfunction or conceptual handicap and severe global delay;

36. For all rehabilitative therapy, other than as described in the Certificate of Coverage, including but not limited to play, music, equestrian/hippoterapy, and recreational therapy;

37. For sports medicine treatment or equipment which is intended primarily to enhance athletic performance;

38. For services or supplies that are considered by Capital to be investigational, except routine costs associated with Approved Clinical Trials that have been preauthorized by Capital. Routine costs do not include any of the following:
   a. The investigational drug, biological product, device, medical treatment or procedure itself.
   b. The services and supplies provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
   c. The services and supplies customarily provided by the research sponsors free of charge for any enrollee in the Approved Clinical Trial.
   d. Member travel expenses.

39. For all dental services rendered after stabilization of a member in an emergency following an accidental injury, including but not limited to, oral surgery for replacement teeth, oral prosthetic devices, bridges, or orthodontics;

40. For travel expenses incurred in conjunction with benefits unless specifically identified as a covered service elsewhere in this Certificate of Coverage;

41. For the following mental health care/substance abuse services: educational testing, evaluation testing, hypnosis, marital therapy, methadone maintenance, intellectual disability services, attention deficit disorder testing, other learning disability testing, and long-term care services provided in extended care and state mental health facilities;

42. For neuropsychological testing (NPT) when done through self-testing, self-scored inventories, and projective techniques testing or when done for educational purposes, screening purposes, patients with stable conditions, occupational exposure to toxic substances, or mental health diagnosis, including substance abuse;

43. For back-up or secondary durable medical equipment, including ventilators and prosthetic appliances, and for durable medical equipment requested specifically for travel purposes, recreational or athletic activities, or when the intended use is primarily outside the home;

44. For replacement of lost or stolen durable medical equipment items, including prosthetic appliances, within the expected useful life of the originally purchased durable medical equipment or for continued repair of durable medical equipment after its useful life has exhausted;

45. For replacement of defective or non-functional durable medical equipment when the equipment is covered under the manufacturer’s warranty;

46. For upgrade or replacement of durable medical equipment (DME) when the existing equipment is functional except when there is a change in the health of the member such that the current equipment no longer meets the member’s medical needs and/or for modifications, adjustments, accessories to DME and orthotics, prosthetics and diabetic shoes that do not improve the functionality of the equipment;

47. For durable medical equipment intended for use in a facility (hospital grade equipment)
48. For home delivery, education and set up charges associated with purchase or rental of durable medical equipment, as such charges are not separately reimbursable and are considered part of the rental or purchase price;

49. For prosthetic appliances dispensed to a patient prior to performance of the procedure that will necessitate the use of the device;

50. For personal hygiene, comfort and/or convenience items such as, but not limited to, air conditioners, humidifiers, air purifiers and filters, physical fitness or exercise equipment, including, but not limited to inversion, tilt, or suspension device or table, radio and television, beauty/barber shop services, guest trays, chairlifts, elevators, incontinence supplies, deodorants, spa or health club memberships, or any other modification to real or personal property, whether or not recommended by a provider;

51. For items used as safety devices, and for elastic sleeves (except where otherwise required by law), thermometers, bandages, gauze, dressings, cotton balls, tape, adhesive removers, or alcohol pads;

52. For supportive environmental materials and equipment such as handrails, ramps, telephones, and similar service appliances and devices;

53. For enteral nutrition due to lactose intolerance or other milk allergies;

54. For blenderized baby food, regular shelf food, or special infant formula, except as specified in this Certificate of Coverage;

55. For all other enteral formulas, nutritional supplements, and other enteral products administered orally or through a tube and provided due to the inability to take adequate calories by regular diet, except where mandated by law and as specifically provided in this Certificate of Coverage;

56. For immunizations required for travel or employment except as required by law;

57. For routine examination, testing, immunization, treatment and preparation of specialized reports solely for insurance, licensing, or employment including but not limited to pre-marital examinations, physicals for college, camp, sports or travel;

58. For services directly related to the care, filling, removal, or replacement of teeth; orthodontic care; treatment of injuries to or diseases of the teeth, gums or structures directly supporting or attached to the teeth; or for dental implants, except where mandated by law and as specifically provided in this Certificate of Coverage;

59. For treatment of temporomandibular joint syndrome (TMJ) by any and all means including, but not limited to, surgery, intra-oral devices, splints, physical medicine, and other therapeutic devices and interventions, except for evaluation to diagnose TMJ and except for treatment of TMJ caused by documented organic disease or physical trauma resulting from an accident; Intra-oral reversible prosthetic devices/appliances are excluded regardless of the cause of TMJ;

60. For hearing aids, examinations for the prescription or fitting of hearing aids, and all related services;

61. For eyeglasses, refractive lenses (glasses or contact lenses), replacement refractive lenses, and supplies, including but not limited to, refractive lenses prescribed for use with an intra-ocular lens transplant;

62. For vision examinations, except for vision screening related to a medical diagnosis for diagnostic purposes. Vision examinations include, but are not limited to: routine eye exams; prescribing or fitting eyeglasses or contact lenses (except for aphakic patients); and refraction, regardless of whether it results in the prescription of glasses or contact lenses;
63. For surgical procedures performed solely to eliminate the need for or reduce the prescription of corrective vision lenses, including but not limited to corneal surgery, radial keratotomy and refractive keratoplasty;

64. For infertility services, except for evaluation to diagnose infertility;

65. For donor services related to assisted fertilization;

66. For procedures to reverse sterilization;

67. For any treatment or procedure leading to or in connection with assisted fertilization such as, but not limited to in vitro fertilization (IVF), gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT), and artificial insemination;

68. For routine foot care, unless otherwise mandated by law. Routine foot care involves, but is not limited to, hygiene and preventive maintenance (e.g., cleaning and soaking of feet, use of skin creams to maintain skin tone); treatment of bunions (except capsular or bone surgery), toe nails (except surgery for ingrown nails); corns, removal or reduction or warts, calluses, fallen arches, flat feet, weak feet, chronic foot strain, or other foot complaints;

69. For supportive devices of the feet, unless otherwise mandated by law and when not an integral part of a leg brace. Supportive devices of the feet include foot supports, heel supports, shoe inserts, and all foot orthotics, whether custom fabricated or sold as is;

70. For treatment, medicines, devices, or drugs in connection with sexual dysfunction, both male and female, not related to organic disease or injury;

71. For treatment or procedures leading to or in connection with transsexual surgery or transgender reassignment surgery except for sickness or injury resulting from such surgery or for the surgical treatment of congenital ambiguous genitalia present at birth;

72. For abortions, except when the abortion is necessary to avert the death of the mother and in cases of rape and/or incest;

73. For all prescription and over-the-counter drugs dispensed by a pharmacy or provider for the outpatient use of a member, whether or not billed by a facility provider, except for allergy serums and mandated pharmacological agents used for controlling blood sugar and except where otherwise required by law;

74. For all prescription and over-the-counter drugs dispensed by a home health care agency provider, with the exception of intravenous drugs administered under a treatment plan approved by Capital;

75. For surgical treatment of obesity, except for surgical treatment of morbid obesity when medically necessary;

76. For inpatient stays to bring about non-surgical weight reduction;

77. For private duty nursing services;

78. For biofeedback;

79. For acupuncture;

80. For autopsies or any other services rendered after a member’s demise;

81. For wigs and other items intended to replace hair loss due to male/female pattern baldness;

82. For non-neonatal circumcisions, unless medically necessary;
83. For all types of skin tag removal, regardless of symptoms or signs that might be present, except when the condition of diabetes is present;

84. For membership dues, subscription fees, charges for service policies, insurance premiums and other payments analogous to premiums which entitle enrollees to services, repairs, or replacement of devices, equipment or parts without charge or at a reduced charge;

85. For certain *Autism Spectrum Disorders* services, including manipulation therapy evaluation, myofascial and musculoskeletal treatment and/or manipulation; day treatment services, elimination diets, family based mental health services, host home services, nutritional supplements, rehabilitative therapy, including but not limited to play, music, and recreational therapy; residential treatment, and summer therapeutic activities program;

86. For services provided at unapproved sites, school settings, or as part of a member’s education;

87. For genetic testing done primarily for screening purposes for members without signs or symptoms of a disease and who are not in a population identified to be of higher risk for the disease and/or for at-home genetic testing, including confirmatory testing for abnormalities detected by at-home genetic testing, and genetic testing of a member done primarily for the clinical management of family members who are not members and are, therefore, not eligible for coverage;

88. For supplying medical testimony;

89. For any services related to or rendered in connection with a non-covered service, including but not limited to anesthesia, diagnostic services, etc.; and

90. For any other service or treatment except as provided in this *Certificate of Coverage*. 
SCHEDULE OF PRESCRIPTION DRUG BENEFIT EXCLUSIONS

Except as specifically provided in this Certificate of Coverage, no benefits are provided under this coverage with Capital for services, supplies, or prescription drugs described or otherwise identified below:

1. Which are not medically necessary as determined by Capital or its designee;

2. Unless otherwise set forth in the group contract, drugs that do not legally require a prescription as determined by Capital;

3. For prescription drugs that have an over-the-counter equivalent;

4. For devices or appliances, including but not limited to, therapeutic devices, artificial appliances, or similar devices or appliances, except for diabetic supplies;

5. For the administration or injection of prescription drugs;

6. For prescription drugs received in and billed by a hospital, nursing home, home for the aged, convalescent home, home health care agency, or similar institution;

7. For allergy serums, desensitization serums, venom, immunotherapy;

8. Which are considered by Capital or its designee to be investigational;

9. For any illness or injury which occurs in the course of employment if benefits or compensation are available or required, in whole or in part, under a workers’ compensation policy and/or any federal, state or local government’s workers’ compensation law or occupational disease law, including but not limited to, the United States Longshoreman’s and Harbor Workers’ Compensation Act as amended from time to time. This exclusion applies whether or not the member makes a claim for the benefits or compensation under the applicable workers’ compensation policy/coverage and/or the applicable law;

10. For any illness or injury suffered after the member’s effective date of coverage which resulted from an act of war, whether declared or undeclared;

11. Which are received by veterans and active military personnel at facilities operated by the Veteran’s Administration or by the Department of Defense, unless payment is required by law;

12. Which are received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar person or group;

13. For the cost of benefits resulting from accidental bodily injury arising out of a motor vehicle accident, to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used, including such benefits mandated by law) of any motor vehicle insurance policy;

14. For items or services paid for by Medicare when Medicare is primary consistent with the Medicare Secondary Payer Laws. This exclusion shall not apply when the contract holder is obligated by law to offer the member the benefits of this coverage as primary and the member so elects this coverage as primary;

15. For care of conditions that federal, state or local law requires to be treated in a public facility;

16. Which are court ordered services when not medically necessary and/or not a covered benefit;

17. Which are rendered while in custody of, or incarcerated by any federal, state, territorial, or municipal agency or body, even if the services are provided outside of any such custodial or incarcerating facility or building, unless payment is required by law;
Schedule of Prescription Drug Benefit Exclusions

18. Which exceed the allowable amount;

19. Which are cost-sharing amounts, differences between brand drug and generic drug prices (i.e. ancillary charges), and balances paid to non-participating pharmacies required of the member under this coverage;

20. For prescription drugs that require prior authorization if prior authorization is not obtained before dispensing the prescription drugs;

21. For prescription drugs that require enhanced prior authorization if prior authorization is not obtained before dispensing the prescription drugs;

22. For quantities that exceed the limits/levels established by Capital;

23. For which a member would have no legal obligation to pay;

24. Which are incurred prior to the member’s effective date of coverage;

25. Which are incurred after the date of termination of the member’s coverage except as provided for in this Certificate of Coverage;

26. Which are received by a member in a country with which United States law prohibits transactions;

27. For prescription drugs utilized primarily to enhance physical or athletic performance or appearance;

28. For clinical cancer trial costs (e.g., drugs under investigation; patient travel expenses; data collection and analysis services), except for costs directly associated with medical care and complications, related to a Capital approved trial, which would normally be covered under standard patient therapy benefits;

29. For travel expenses incurred in conjunction with benefits unless specifically identified as a covered benefit elsewhere in this Certificate of Coverage;

30. For all prescription drugs and over-the-counter drugs dispensed during travel by a physician employed by a hotel, cruise line, spa, or similar facility;

31. For durable medical equipment;

32. For blended baby food, regular shelf food, or special infant formula;

33. For immunization agents, biological sera, blood, blood products;

34. For requests for reimbursement of covered drugs submitted after the allowed timeframe for reimbursement;

35. For prescription drugs in connection with sexual dysfunction. This exclusion applies even if such drugs are medically necessary to treat an illness or medical condition unrelated to sexual dysfunction so long as there are other drugs which can be used to treat the non-sexual dysfunction condition besides the sexual dysfunction drug;

36. For prescription drugs utilized for weight loss purposes;

37. For prescription vitamins (other than prenatal);

38. For all prescription drugs and over-the-counter drugs dispensed in a physician’s office or by a facility provider;

39. For prescription drugs utilized to promote hair growth;
40. For prescription drugs utilized for cosmetic purposes;

41. For injectable medications that cannot be self-administered;

42. For coverage through coordination of benefits;

43. Which are received through the designated and/or non-participating mail service pharmacy for mail service dispensing and submitted for reimbursement under retail dispensing benefits;

44. Which are received through a retail pharmacy for retail dispensing and submitted for reimbursement under mail service dispensing benefits;

45. For select specialty drugs that are received through a retail or mail service pharmacy and submitted for reimbursement under specialty drug dispensing benefits;

46. For treatment leading to or in conjunction with transsexual surgery or transgender reassignment surgery except for sickness or injury resulting from such surgery or for the surgical treatment of congenital ambiguous genitalia present at birth;

47. For prescription drugs utilized in connection with non-covered medical services; and

48. For any other prescription drugs, service or treatment, except as provided in this Certificate of Coverage.
A wide range of Clinical Management Programs are available under this coverage with Capital.

These Clinical Management Programs are intended to provide a personal touch to the administration of the benefits available under this coverage. Program goals are focused on providing members with the skills necessary to become more involved in the prevention, treatment and recovery processes related to their specific illness or injury.

Clinical Management Programs include:

- Utilization Management;
- Care Management;
- Disease Management;
- Maternity Management;
- Quality Management; and
- Health Education and Wellness.

All of Capital’s standard products include the full array of Clinical Management Programs. Under specific circumstances, groups may choose not to include all or some of the Clinical Management Programs described below in this coverage. Therefore, it is important for members to determine program eligibility before assuming that all of these programs are available to them.

**Utilization Management**

The Utilization Management Program is a primary resource for the identification of members for timely and meaningful referral to other Clinical Management Programs and includes Preauthorization and Medical Claims Review. Both Preauthorization and Medical Claims Review use a medical necessity and/or investigational review to determine whether services are covered benefits.

**Medical Necessity Review**

This coverage with Capital provides benefits only for services Capital or its designee determines to be medically necessary as defined in the Definitions section of this Certificate of Coverage.

**NOTE:** Under a Pennsylvania statute known as Act 106 of 1989 (“Act 106”), 40 P.S. §§ 908-1 to 908-8, some benefits for substance abuse services are not subject to clinical management or a determination of medical necessity for a certain period of treatment under some circumstances and subject to certain limitations. To determine whether or not Act 106 applies to the benefits for substance abuse services you seek, please refer to the phone numbers located on your identification card.

This law limiting clinical management of substance abuse services under certain circumstances applies only to the minimum benefits required by law, and does not apply to treatment received at a facility located outside of Pennsylvania –even if that facility is a Capital participating provider – or at a facility that is located in Pennsylvania but is not licensed by the Pennsylvania Department of Health or Pennsylvania’s Department of Drug and Alcohol Programs at the time of treatment.
When preauthorization is required, medical necessity of benefits is determined by Capital or its designee prior to the service being rendered. However, when preauthorization is not required, services still undergo a medical necessity review and must still be considered medically necessary to be eligible for coverage as a benefit.

A participating provider will accept Capital’s determination of medical necessity. The member will not be billed by a participating provider for services that Capital determines are not medically necessary.

A non-participating provider is not obligated to accept Capital’s preauthorization denial or determination of medical necessity, and therefore, may bill a member for services determined not to be medically necessary. A member is solely responsible for payment of such services and can avoid this responsibility by choosing a participating provider.

Even if a participating provider recommends that a member receive services from a non-participating provider, the member is responsible for payment of all services determined by Capital to be not medically necessary.

NOTE: A provider’s belief that a service is appropriate for the member does not mean the service is covered. Likewise, a provider’s recommendation to a member to receive a given health care service does not mean that such service is medically necessary and/or a covered service.

A member or the provider may contact Capital’s Clinical Management Department to determine whether a service is medically necessary. The criteria for medical necessity determinations, including those made with respect to mental health care or substance abuse benefits, will be made available to any current or potential member or participating provider upon request.

Investigational Treatment Review

This coverage with Capital does not include services Capital determines to be investigational as defined in the Definitions section of this Certificate of Coverage.

However, Capital recognizes that situations occur when a member elects to pursue investigational treatment at the member’s own expense. If the member receives a service Capital considers to be investigational, the member is solely responsible for payment of these services and the non-covered amount will not be applied to the out-of-pocket maximum or deductible, if applicable.

A member or a provider may contact Capital to determine whether Capital considers a service to be investigational.

Preauthorization

Preauthorization is a process for evaluating requests for services prior to the delivery of care. The general purpose of the preauthorization program is to facilitate the receipt by members of:

- Medically appropriate treatment to meet individual needs;
- Care provided by participating providers delivered in an efficient and effective manner; and
- Maximum available benefits, resources, and coverage.

Participating providers are responsible for obtaining required preauthorizations.

However, if a non-participating provider is used, the member is responsible for obtaining the required preauthorization. Members may be subject to a preauthorization penalty for failure to comply with preauthorization requirements. Members should refer to the Schedule of Cost-Sharing and Benefits section of this Certificate of Coverage to determine whether a preauthorization penalty applies to their coverage.
Members should refer to the Preauthorization Program attachment to this Certificate of Coverage for information on this program. Members should carefully review this attachment to determine whether services they wish to receive must be preauthorized by Capital and for instructions on how to obtain preauthorization. This listing may be updated periodically.

A preauthorization decision is generally issued within fifteen (15) business days of receiving all necessary information for non-urgent requests.

Concurrent Review Program

The Concurrent Review Program includes concurrent review and Discharge Planning.

Concurrent Review - Concurrent review is conducted by experienced Capital registered nurses and board-certified physicians to evaluate and monitor the quality and appropriateness of initial and ongoing medical care provided in inpatient settings (acute care hospitals, skilled nursing facilities, inpatient rehabilitation hospitals, and long-term acute care hospitals). In addition, the program is designed to facilitate identification and referral of members to other Clinical Management Programs, such as Case Management and Disease Management; to identify potential quality of care issues; and to facilitate timely and appropriate discharge planning. A concurrent review decision is generally issued within one (1) day of receiving all necessary information.

Discharge Planning - Discharge planning is performed by concurrent review nurses who communicate with hospital staff, either in person or by telephone, to facilitate the delivery of post-discharge care at the level most appropriate to the patient’s condition. Discharge planning is also intended to promote the use of appropriate outpatient follow-up services to prevent avoidable complications and/or readmissions following inpatient confinement.

Medical Claims Review

Capital’s clinicians conduct Medical Claims Review retrospectively through the review of medical records to determine whether the care and services provided and submitted for payment were medically necessary. Retrospective review is performed when Capital receives a claim for payment for services that have already been provided. Claims that require retrospective review include, but are not limited to, claims incurred:

- under coverage that does not include the preauthorization program;
- in situations such as an emergency when securing an authorization within required time frames is not practical or possible;
- for services that are potentially investigational or cosmetic in nature; or
- for services that have not complied with preauthorization requirements.

A retrospective review decision is generally issued within thirty (30) calendar days of receiving all necessary information.

If a retrospective review finds a procedure to not be medically necessary, the member may be liable for payment to the provider if the provider is non-participating.
**CARE MANAGEMENT**

The Care Management Program is a proactive *Clinical Management* Program designed for *members* with acute or complex medical needs who could benefit from additional support with coordinating their care. The Care Management Program includes:

- Care Management;
- Specialized Case Management Oncology Program;
- Transplant Case Management Program;
- Case Management Awareness Program;
- Discharge Outreach Call Program;
- Transition of Care Program; and
- Emergency Room Utilization.

**Case Management Program**

The Case Management Program is a service for *members* with complex medical needs or who may be at risk for future adverse health events due to an existing medical condition or who may require a wide variety of resources, information, and specialized assistance to help them manage their health and improve their quality of life. The program assigns an experienced *Capital* case management nurse or coordinator to a *member* or family caretaker to help make arrangements for needed care or to provide assistance in locating available community resources.

Case management services provided to *members* are numerous and are always tailored to the individual needs of a *member*. Participation in *Capital’s* Case Management Program is voluntary and involves no additional cost to our *members*. Services often include, but are not limited to:

- Assistance with coordination of care;
- Discussion of disease processes;
- Facilitating arrangements for complex surgical procedures, including organ and tissue transplants;
- Facilitating arrangements for home services and supplies, such as durable medical equipment and home nursing care; or
- Identification and referral to available community resources, programs; or organizations.

**Specialized Case Management Oncology Program**

This program is comprised of a dedicated oncology case management team of specially trained staff experienced in cancer care and end-of-life issues who provide assessment and support to *members* at all stages of adjustment to a cancer diagnosis. Core goals of this program include education regarding early symptom identification and pain management, increased *member* understanding of and satisfaction with their treatment plan, improved overall quality of life, and improved coping surrounding end-of-life issues. Care coordination benefits of the program include: management of care and services between the *members*, their family, *providers*, vendors, and the health plan; appropriate utilization of services; and the potential for cost savings through reductions in potentially avoidable admissions and emergency department use.

**Transplant Case Management Program**

This program is comprised of a dedicated transplant case management team specially trained and experienced in transplant care that provides assessment, education, and support during the transplant process. Core goals of this
program include education and support regarding treatments, medical benefit plan, and Blue Distinction Centers for Transplants®. Care Coordination benefits of the program include: coordinating the exchange of information between the hospital, physicians, and the health plan that is required for evaluation and authorization of required services, consultation with medical/surgical transplant team, and ordering/requesting specialists to implement a member-centric plan of care, facilitating expected rehabilitation and convalescence needs, and identifying available medical, family, and community resources.

Case Management Awareness Program

This program contacts members who may benefit from case management services because they have multiple medical conditions, may be at risk for future illness or disease due to an existing medical condition, have undergone an extended hospital stay, are having difficulty managing a health condition, or are seeking medical services from several providers. Identified members will receive an automated outbound call to provide educational information regarding the benefits, value, and purpose of case management. They will be offered the opportunity, either through warm transfer or a return call, to speak with a Capital BlueCross case management nurse regarding their health care needs and to potentially enroll in one of the Capital BlueCross care management programs.

Discharge Outreach Call Program

The Discharge Outreach Call Program assists members in understanding their post-discharge treatment plan and thereby helps prevent avoidable complications and readmissions. Within two (2) days of discharge from a hospital, a Capital nurse may contact a Member by telephone to discuss any discharge concerns; to assess the Member’s understanding of and adherence to the provider’s discharge instructions, including the timing of any follow-up appointments, to determine the Member’s understandings about any medications prescribed; and to make sure any necessary arrangements for services, such as home health care, are proceeding appropriately.

Transition of Care Program

This program addresses the needs of Capital BlueCross members who have been discharged from an acute care facility. Through the use of an automated outbound calling system, an initial screening is completed on all Capital BlueCross members with an acute hospital stay resulting in discharge to their home. We address changes to medications, follow-up lab and imaging appointments, and physician follow-up appointments to ensure smooth transitions to home and outpatient care and minimize the potential for readmission. Depending on the member’s answers to the screening questions, which will identify potential areas of concern, members are referred on to the DOC Program for additional assessment and follow up by the DOC nurse.

Emergency Room Utilization Program

This program provides an integrated care management approach for members who have had an emergency room (ER) visit and were not subsequently admitted to an acute inpatient facility. Members will receive an automated outbound telephone call to provide educational information related to available alternative care options. Alternative care options include Capital BlueCross’ Nurse Line, the member’s primary care provider office, and Urgent Care Centers. The educational telephone call is not to discourage utilization of the ER, but to provide education on the use of alternative care options when appropriate. Members will be asked if they have a primary care provider. If they do not, assistance in locating either a primary care provider or an Urgent Care Center will be offered. The Capital BlueCross website and Customer Service telephone number also will be offered. Additional follow-up telephone calls along with more intensive assessments will be made to members with multiple ER visits. Referrals to a care management program will be made where appropriate.
**DISEASE MANAGEMENT**

The Disease Management Program is a collaborative program that assesses the health needs of *members* with a chronic condition and provides education, counseling, and information designed to increase the *member’s* self-management of this condition.

The goals of *Capital’s* Disease Management Program are to maintain and improve the overall health status of *members* with specific diseases through the provision of comprehensive education, monitoring and support for healthy self-management techniques. The Disease Management Program is especially beneficial for *members* who have complex health care needs or who require additional assistance and support. Participation in *Capital’s* Disease Management Program is voluntary and involves no additional cost to our *members*.

*Members* should refer to the **Disease/Condition Management Programs** attachment to this **Certificate of Coverage** for a description of Disease Management Programs available to them.

**MATERNITY MANAGEMENT PROGRAM**

Precious Baby Prints® is a voluntary Maternity Management Program designed to support expectant mothers who experience both complicated and uncomplicated pregnancies. Program participation extends throughout pregnancy, delivery and postpartum care. The program provides educational information, teaching, and personalized support to pregnant *members*.

The assessment phase of the program includes a questionnaire that helps to identify *members* who may be at risk for pregnancy-related complications or who may be experiencing complications. *Members* identified as being potentially at high risk for complications are assigned a Maternity Case Manager (R.N.) for more intensive personalized services.

Program activities for low risk *members* are designed to supplement the advice and treatment provided by the *member’s* Obstetric provider and physicians. The program is tailored to each *member’s* individual health and educational needs and provides credible educational materials related to pregnancy, general health issues, childcare and parenting skills.

**QUALITY MANAGEMENT PROGRAM**

The Quality Management Program is designed to facilitate the receipt of quality care and services by *Capital members*. The program is multidisciplinary, involving all departments within *Capital* that have a direct impact on quality of care, services and accessibility. The program provides for the monitoring, evaluation, measurement, and reporting of the quality of medical care, the quality of service, and the safety of program services.

Responsibilities of the Quality Management Program include but are not limited to:

- Clinical appeals and grievances;
- Identification, evaluation and corrective action (as necessary) for all potential quality issues;
- Analysis of *member* satisfaction surveys;
- Monitoring of *provider* practice patterns; and
- Compliance with all regulatory and accrediting standards.
HEALTH EDUCATION AND WELLNESS PROGRAMS

Capital’s Health Education and Wellness Programs are provided through a special unit within the Clinical Management Department. Capital believes that motivating individuals to adopt healthier lifestyles results in better outcomes when individuals have access to comprehensive and accurate health and wellness information. In addition, the Health Education and Wellness Programs include a 24-Hour Nurse Line service that is available to all of our members free of charge and a Nicotine Cessation Program.

Multiple areas on the Capital BlueCross website are dedicated to providing health and wellness education for our members. For more information, visit capbluecross.com and www.healthforums.com.

24-Hour Nurse Line

The Capital 24-Hour Nurse Line staff of registered nurses are available to answer questions on health-related issues 24 hours a day, every day of the year. The service is designed to offer health and medical information, education and support. The service also offers assessment and advice, and suggests appropriate levels of care for symptomatic callers in the event members are unable to reach their physician. Members are encouraged to call 1-800-452-BLUE when they have the need for health information/education, or want assistance in determining how to best handle specific medical symptoms. Nurses are prepared to provide the following services:

- Answers to a member’s questions on a health-related topic;
- Send information/educational materials as appropriate to the member’s home; or
- Refer a member to an Audio Library for comprehensive information on a specific topic, disease or procedure.

If the call is for symptomatic reasons, the nurses will:

- Conduct an assessment of the member’s symptoms;
- Direct the member to dial 911 in the event the symptoms described warrant it;
- Suggest the appropriate level of care in the event the member’s physician is not available.

Nicotine Cessation Program

Capital’s Nicotine Cessation Program is designed to assist members who are interested in breaking their habit of tobacco product use. Members may access information via Capital’s website, including contact information for the PA Quit Line, Pennsylvania’s nicotine cessation counseling services. Additional resources available via Capital’s website include:

- Nicotine Cessation Kit – is available for purchase by the member, includes a book and relaxation audio CD, along with other nicotine cessation related resources;
- Nurse Line - access 24 hours a day to a live nurse who can assist members with questions and resources focused on nicotine cessation;
- Discount Health Network - a network of local and regional community organizations which offer discounts on health-related services;
- Website links to credible organizations and programs focused on nicotine cessation; and
- References to available community programs.
Members also have access to counseling services provided by trained nicotine cessation counselors from the American Cancer Society. This counseling is provided in combination with nicotine replacement therapy (e.g. gum, patches) provided by Capital’s vendor, subject to any applicable cost-sharing amount required of the member. No additional costs for the counseling services are incurred by the member.

[Personal Profile]

Subscribers, age eighteen (18) and older, will be provided the opportunity to complete a Personal Profile. The Personal Profile is an online questionnaire that asks a series of health-related questions in order to generate personalized recommendations for health improvement. Upon completion of the Personal Profile, Capital, will provide a reward to the subscriber in an amount not to exceed [$25.00].]

[Online Health Coaching]

Subscribers, age eighteen (18) and older, will be provided the opportunity to complete an Online Health Coaching program. Online Health Coaching consists of a number of digital coaching programs that provides tools to help make lifestyle changes to address health and wellness concerns. Upon completion of [one] Online Health Coaching program[s], Capital, will provide a reward to the subscriber in an amount not to exceed [$25.00].]

HOW WE EVALUATE NEW TECHNOLOGY

Changes in medical procedures, behavioral health procedures, drugs, and devices occur at a rapid rate. Capital strives to remain knowledgeable about recent medical developments and best practice standards to facilitate processes that keep our medical policies up-to-date. A committee of local practicing physicians representing various specialties evaluates the use of new medical technologies and new applications of existing technologies. This committee is known as the Clinical Advisory Committee. The physicians on this Committee provide clinical input to Capital concerning our medical policies, with an emphasis on community practice standards. The Committee, along with Capital’s Medical Directors and Medical Policy Staff, look at issues such as the effectiveness and safety of the new technology in treating various conditions, as well as the associated risks.

The Clinical Advisory Committee meets regularly to review information from a variety of sources, including technology evaluation bodies, current medical literature, national medical associations, specialists and professionals with expertise in the technology, and government agencies such as the Food and Drug Administration, the National Institutes of Health, and the Centers for Disease Control and Prevention. The five (5) key criteria used by the Committee to evaluate new technology are listed below:

- The technology must have final approval from the appropriate governmental regulatory bodies;
- The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes;
- The technology must improve the net health outcome;
- The technology must be as beneficial as any established alternatives; and
- The improvement must be attainable outside the investigational setting.

After reviewing and discussing all of the available information and evaluating the new technology based on the criteria listed above, the Committee provides a recommendation to Capital’s Corporate Policy Committee regarding the new technology and any necessary changes to medical policy. The Corporate Policy Committee makes final determinations concerning medical policy after assessing provider and member impacts of recommended policies.

Capital’s medical policies are developed to assist us in administering benefits and do not constitute medical advice. Although the medical policies may assist members and their provider in making informed health care
decisions, members and their treating providers are solely responsible for treatment decisions. Benefits for all services are subject to the terms of this coverage.

**ALTERNATIVE TREATMENT PLANS**

Notwithstanding anything under this coverage to the contrary, Capital, in its sole discretion, may elect to provide benefits pursuant to an approved alternative treatment plan for services that would otherwise not be covered. Such services require preauthorization from Capital. All decisions regarding the treatment to be provided to a member remain the responsibility of the treating physician and the member.

If Capital elects to provide alternative benefits for a member in one instance, it does not obligate Capital to provide the same or similar benefits for any member in any other instance, nor can it be construed as a waiver of Capital’s right to administer this coverage thereafter in strict accordance with its express terms.
A wide range of Pharmaceutical Utilization Management Programs are available under this coverage with Capital.

Pharmaceutical Utilization Management Programs include, but are not limited to:

- Drug Utilization Review;
- Prior Authorization and Enhanced Prior Authorization (Step Therapy); and
- Drug Quantity Management (Quantity Level Limits).

All of Capital’s standard products include the full array of Pharmaceutical Utilization Management Programs. Under specific circumstances, groups may choose not to include all or some of the Pharmaceutical Utilization Management Programs described below in this coverage. Therefore, it is important for members to determine program eligibility before assuming that all of these programs are available or apply to them.

**Drug Utilization Review (DUR)**

Drug utilization review (DUR) evaluates each prescription drug dispensed against the member’s prescription profile, which reflects all prescription drugs acquired from participating retail pharmacies, participating specialty pharmacies, and participating mail service pharmacies while covered by Capital. Concurrent DUR alerts the pharmacist to clinical and plan-specific criteria/edits warranting consideration prior to dispensing. Retrospective DUR alerts the prescriber to potential issues that may require further assessment.

A covered drug obtained through retail dispensing from a participating pharmacy, participating specialty pharmacy, or from the designated mail service pharmacy will be subject to a drug utilization review at the point-of-sale to identify potential concerns such as adverse drug interactions, duplicate therapies, early refills, and maximum dose.

A member’s prescription profile may be reviewed periodically to monitor appropriate care based on standards of good pharmaceutical practice. The retrospective drug utilization review assists in identifying any potential drug interactions, duplicate drug therapy, drug dosage and duration issues, drug misuse, drug over utilization, less than optimal drug utilization, and drug abuse. If a potential problem is identified, the prescriber will be notified to further assess and make any necessary changes in therapy or when appropriate and applicable. Interventions may include limiting access to a prescriber and/or dispensing pharmacy under appropriate circumstances.

**Investigational Treatment Review**

This coverage with Capital does not include prescription drugs and/or services that Capital or its designee determines to be investigational as defined in the Definitions section of this Certificate of Coverage.

However, Capital recognizes that situations occur when a member elects to pursue investigational treatment at the member's own expense. If the member receives a prescription drug and/or service which Capital considers to be investigational, the member is solely responsible for payment of this prescription drug and/or service; and the non-covered amount will not be applied to the annual out-of-pocket maximum or deductible, if applicable.

A member, a provider, or a pharmacy may contact Capital to determine whether Capital considers a prescription drug or service to be investigational.
**Prior Authorization**

To promote appropriate utilization, selected prescription drugs require prior authorization before the prescription drug is dispensed by the pharmacy to be eligible as a covered drug. These prescription drugs are designated in the formulary. A copy of the formulary can be requested by calling Customer Service at 1-800-962-2242 or accessed via the Capital BlueCross website at capbluecross.com.

Certain covered drugs, which are dispensed pursuant to a prescription order for the outpatient use of the member, are subject to other limits and/or prior authorization requirements, as determined by Capital in its sole discretion from time to time and as thereafter communicated to the members. For information as to which covered drugs are subject to any limits and/or require prior authorization, the member can contact Customer Service at 1-800-962-2242 or access the information on the Capital BlueCross website at capbluecross.com.

Members may initiate a prior authorization request via the Capital BlueCross website at capbluecross.com or by calling Customer Service at 1-800-962-2242. Participating providers may assist members in obtaining the required prior authorizations. However, the member is ultimately responsible for ensuring the required prior authorization is obtained.

A prior authorization decision is generally issued within two (2) business days of receiving all necessary information for non-urgent requests.

**Drug Quantity Management (Quantity Level Limits)**

To facilitate proper utilization and encourage the use of therapeutically indicated drug regimens, some prescription drugs, which are dispensed pursuant to a prescription order for the outpatient use of the member, are limited to specific quantities on a per prescription or per day supply basis.

Benefits for such covered drugs shall be available based on the quantity which Capital will determine, in its sole discretion, is a reasonable supply for up to thirty (30) days through retail dispensing and specialty pharmacy dispensing or up to ninety (90) days through mail service dispensing; or for each prescription order.

These prescription drugs are designated in the formulary. A copy of the formulary can be requested by calling Customer Service at 1-800-962-2242 or accessed via the Capital BlueCross website at capbluecross.com.

For information as to which covered drugs are subject to any limits and/or require prior authorization, the member can contact Customer Service at 1-800-962-2242 or access the information on the Capital BlueCross website at capbluecross.com.

**Mandatory Generic Substitution Program**

When a prescription order is filled with a generic drug, the member is responsible for the applicable coinsurance and/or copayment.

When a prescription order is dispensed with a brand drug, which has an approved generic drug equivalent, the member is responsible for the applicable brand drug, coinsurance and/or copayment and the difference in cost between such brand drug, and the generic drug equivalent, even if the prescriber requires such brand drug to be dispensed in place of such generic drug equivalent.

**Alternative Treatment Plans**

Notwithstanding anything under this coverage to the contrary, Capital, in its sole discretion, may elect to provide benefits, including but not limited to select products which do not legally require a prescription, pursuant to an approved alternative treatment plan for services that would otherwise not be covered. Such services require prior
authorization from Capital. All decisions regarding the treatment to be provided to a member remain the responsibility of the treating physician and the member.

If Capital elects to provide alternative benefits for a member in one instance, it does not obligate Capital to provide the same or similar benefits for any member in any other instance, nor can it be construed as a waiver of Capital’s right to administer this coverage thereafter in strict accordance with its express terms.
MEMBERSHIP STATUS

In order to be considered a subscriber, child or dependent under this coverage with Capital, an individual must meet certain eligibility requirements and enroll (apply) for coverage within a specific timeframe.

There is a limited period of time to submit an enrollment application for initial enrollment and enrollment changes. Subscribers should consult with the contract holder to determine the specific timeframes applicable to them. Subscribers who fail to submit an enrollment application within these specific timeframes may not be allowed to enroll themselves and/or their newly eligible dependents until the next annual enrollment period. Subscribers should refer to the Timelines for Submission of Enrollment Applications section of this Certificate of Coverage for more details.

ELIGIBILITY

Individuals must meet specific eligibility requirements to enroll or to continue being enrolled for coverage, unless otherwise approved in writing by Capital in advance of the effective date of coverage.

Non-Discrimination

Capital will not discriminate against any subscriber or member in eligibility, continued eligibility or variation in premium amounts by virtue of any of the following: (i) the subscriber or member taking any action to enforce his/her rights under applicable law; (ii) on the basis of race, color, national origin, disability, sex, gender identity or sexual orientation; or (iii) health status-related factors pertaining to the subscriber or member. Factors include health status, medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.

Subscriber

An individual must meet all eligibility criteria specified by the contract holder and approved by Capital to enroll in this coverage as a subscriber. These criteria include meeting all requirements to participate in the contract holder’s health benefit program, including compliance with any probationary or waiting period established by the contract holder.

Dependent - Spouse

An individual must be the lawful spouse of the subscriber to enroll in this coverage as a dependent spouse.

Capital reserves the right to require that a spouse of a subscriber provide documentation demonstrating marriage to the subscriber, including, but not limited to, marriage certificate, court order or joint statement of common law marriage as determined by Capital.

Child

To enroll under this coverage as a child, an individual must be under the age of twenty-six (26) and be:

- A birth child of the subscriber or the subscriber’s spouse;
- A child legally adopted by or placed for adoption with the subscriber or the subscriber’s spouse;
- A ward of the subscriber or the subscriber’s spouse; or
- A child for whom the subscriber or the subscriber’s spouse is required to provide health care coverage pursuant to a Qualified Medical Child Support Order (QMCSO).
**Dependent - Disabled Child**

An individual must be an unmarried child age twenty-six (26) or older to enroll under this coverage as a disabled dependent child. The child must be:

- A birth child, adopted child, or ward of the subscriber or the subscriber’s spouse;
- Mentally or physically incapable of earning a living; and
- Chiefly dependent upon the subscriber or subscriber’s spouse for support and maintenance, provided that:
  - The incapacity began before age twenty-six (26);
  - The subscriber provides Capital with proof of incapacity within thirty-one (31) days after the dependent disabled child reaches age twenty-six (26); and
  - The subscriber provides related information as otherwise requested by Capital, but not more frequently than annually.

**Extension of Eligibility for Students on Military Duty**

Eligibility to enroll under this coverage as a child will be extended, regardless of age, when the child’s education program at an accredited educational institution was interrupted due to military duty. In order to be eligible for the extension of eligibility, the child must have been a full time student eligible for health insurance coverage under their parent’s health insurance policy and either:

- A member of the Pennsylvania National Guard or any reserve component of the armed forces of the United States who was called or ordered to active duty, other than active duty for training, for a period of 30 or more consecutive days; or
- A member of the Pennsylvania National Guard ordered to active State duty, including duty under 35 Pa.C.S. Ch. 76 (relating to Emergency Management Assistance Compact), for a period of 30 or more consecutive days.

The extension of eligibility will apply so long as the child maintains enrollment as a full time student, and shall be equal to the duration of service on active duty or active State duty.

In order to qualify for this extension of eligibility the child must submit the following forms to Capital:

- The form approved by the Pennsylvania Department of Military and Veterans Affairs which notifies an insurer that the dependent has been placed on active duty;
- The form approved by the Pennsylvania Department of Military and Veterans Affairs which notifies an insurer that the dependent is no longer on active duty;
- The form approved by the Pennsylvania Department of Military and Veterans Affairs which shows that the dependent has reenrolled as a full-time student for the first term or semester starting 60 or more days after the dependent’s release from active duty.

The above forms can be obtained by contacting the Pennsylvania Department of Military and Veterans Affairs or visiting their website.
**ENROLLMENT**

When members “enroll” with Capital, they agree to participate in a contract for benefits between the contract holder and Capital. All qualified requests to enroll or to change enrollment must be made through the contract holder.

Every member must complete and submit to Capital, through the contract holder, an application for coverage, which is available from the contract holder. Each member must also enroll within certain time periods after becoming eligible. These requirements are described in the group policy.

**Timelines for Submission of Enrollment Applications**

There is a limited period of time to submit an enrollment application for initial enrollment and enrollment changes. Subscribers should consult with the contract holder to determine the specific timeframes applicable to their coverage. However, Capital will only accept from the contract holder enrollment applications for initial enrollment or enrollment changes up to sixty (60) days after the member is eligible for coverage under the group contract or as allowed by law. Therefore, the subscriber should immediately submit an enrollment application to the contract holder to allow the contract holder ample time to submit the enrollment application to Capital.

Subscribers who fail to submit an enrollment application within these specific timeframes may not be allowed to enroll themselves and/or their newly eligible dependents until the next annual enrollment period.

**Initial Enrollment**

“Initial” is the term used to represent eligible members enrolling for Capital coverage for the first time. The initial group enrollment period is during the time-period designated by the contract holder. Members should refer to the sections below for more information on eligibility outside of the initial group enrollment period.

**Newly Eligible Members**

Eligible subscribers and dependents may enroll for coverage when they first meet the appropriate requirements described in the Eligibility section of this Certificate of Coverage. This may occur during the initial group enrollment period or at some other time, based on the eligibility rules established by the contract holder and Capital or as provided by law.

**Subscriber**

A new subscriber may enroll with Capital for coverage after becoming eligible, even though a group enrollment period is not in progress. Subscribers must immediately submit an enrollment application through the contract holder to ensure that they enroll within the required timeframes. Newly eligible subscribers should consult with the contract holder to determine the timeframes applicable to their coverage. Members should refer to the Timelines for Submission of Enrollment Applications section of this Certificate of Coverage for more details.

**Dependent - Newborns**

For thirty-one (31) days following birth, a member’s newborn child is covered under this coverage.

Eligible newborns must be enrolled as a dependent under the group contract or enrolled under a separate contract, within thirty-one (31) days of birth to have ongoing coverage. If the newborn child qualifies as a dependent, under the group contract, the member must notify the contract holder immediately and application must be made through the contract holder within the required timeframes to add the newborn child as a dependent. Subscribers should consult with the contract holder to determine the timeframes applicable to enrolling a newborn as a dependent. Members should refer to the Timelines for Submission of Enrollment Applications section of this Certificate of Coverage for more details.
If the newborn child does not qualify as a dependent, the newborn child may be converted to an individual contract under the terms and conditions described in the Continuation of Coverage After Termination section of this Certificate of Coverage.

Life Status Change

An individual who does not enroll when first eligible must wait until the next group enrollment period. However, individuals who experience a life status change may enroll in coverage as a new subscriber or dependent even though a group enrollment period is not in progress. A life status change is an event based on, but not limited to:

- A change in job status;
- A change in marital status;
- The birth, adoption, or placement for adoption of a child;
- Acquiring a stepchild or becoming a legal guardian for a child;
- A court order;
- A change in Medicare status;
- A change in the status of other insurance; or
- Loss of other minimum essential coverage, including but not limited to, a loss due to termination of employment or reduction in hours, divorce or legal separation, relocation outside Capital’s service area, or a child ceasing to be eligible for coverage under the group contract;

If one of these events occurs, the member must notify the contract holder immediately. To enroll with Capital for coverage, members must enroll within the required timeframe after one of the following, as applicable:

- The date of marriage, birth, adoption or placement for adoption, or in the case of a ward, the date specified in the legal custody order; or
- The date of the loss of the other health insurance coverage.

The subscriber must submit an enrollment application through the contract holder within the required timeframes after the newly eligible dependent becomes eligible for coverage under the group contract. Subscribers should consult with the contract holder to determine the timeframes applicable to enrolling newly eligible dependents. Members should refer to the Timelines for Submission of Enrollment Applications section of this Certificate of Coverage for more details.

Group Enrollment Period

During a group enrollment period, members have the opportunity to make health care coverage changes, if applicable, and to add eligible dependents previously not enrolled. A group enrollment period occurs at least once annually.
**EFFECTIVE DATE OF COVERAGE**

**Initial and Newly Eligible Members**

Initial and newly eligible members are effective as of the date specified by the contract holder and approved by Capital. Members should contact their contract holder for details regarding specific effective dates of coverage. These requirements are also described in the group policy.

**Life Status**

Individuals who enroll within the required timeframes are covered as of the following dates, as applicable:

- The date of birth, adoption or placement for adoption;
- The date specified in the legal custody order, in the case of a ward;
- The date of marriage;
- First date after loss of other health insurance coverage; or
- First day of the month following enrollment after an individual loses other minimum essential coverage.

Except as set forth above, coverage will begin the first day of the first calendar month beginning after the date Capital receives the request for enrollment following a life status change.
TERMINATION OF COVERAGE

TERMINATION OF GROUP CONTRACT

Termination of the *group contract* automatically terminates *coverage* with *Capital* for all *members*. The terms and conditions related to the termination and renewal of the *group contract* are described in the *group contract*, a copy of which is available for inspection at the office of the *contract holder* during regular business hours.

TERMINATION OF COVERAGE FOR MEMBERS

A *member* cannot be terminated based on health status, health care need, or the use of *Capital’s adverse benefit determination* appeal procedures.

However, there are situations where a *member’s coverage* is terminated even though the *group contract* is still in effect. These situations include, but are not limited to:

- **Subscriber - Coverage**: ends on the date in which a *subscriber* is no longer employed by, or a member of, the company or organization sponsoring this *coverage*. When *coverage* of a *subscriber* is terminated, *coverage* for all of the *subscriber’s dependents* is also terminated.

- **Dependent Spouse - Coverage**: of a *dependent* spouse ends on the date in which the *dependent* spouse ceases to be eligible under this *coverage*.

- **Child - Coverage**: of a child ends on the date in which the child is no longer eligible as described in the *Enrollment* section of this *Certificate of Coverage*. However, *coverage* of a child may continue as a *dependent* disabled child as described in the *Membership Status* section of this *Certificate of Coverage*.

- **Dependent Disabled Child - Coverage**: of a *dependent* disabled child ends when the *subscriber* does not submit to *Capital*, through the *contract holder*, the appropriate information as described in the *Membership Status* section of this *Certificate of Coverage*. The *subscriber* must notify *Capital* of a change in status regarding a *dependent* disabled child.

In addition, *coverage* terminates for *members* if they participate in fraudulent behavior or intentionally misrepresent material facts, including but not limited to:

- **Using an ID card** to obtain goods or services:
  - ◊ Not prescribed or ordered for the *subscriber* or the *subscriber’s dependents* or
  - ◊ To which the *subscriber* or the *subscriber’s dependents* are otherwise not legally entitled.

- **Allowing any other person to use an ID card** to obtain services. If a *dependent* allows any other person to use an *ID card* to obtain services, *coverage* of the *dependent* who allowed the misuse of the *ID card* is terminated.

- **Knowingly misrepresenting or giving false information, or making false statements that materially affect either the acceptance of risk or the hazard assumed by Capital**, on any *enrollment application* form.

The actual termination date is the date specified by the *contract holder* and approved by *Capital*. *Members* should check with the *contract holder* for details regarding specific termination dates. Except as provided for in this *Certificate of Coverage*, if a *member’s benefits* under this *coverage* are terminated under this section, all rights to receive *benefits* cease at 11:59:59 PM, local Harrisburg, Pennsylvania time, on the date of termination, including maternity *benefits*.
CONTINUATION OF COVERAGE AFTER TERMINATION

COBRA COVERAGE

COBRA is a Federal law, and mini-COBRA, a Pennsylvania law, which requires that, under certain circumstances, the contract holder give the subscriber and the subscriber’s dependents the option to continue under this coverage with Capital.

Members should contact the contract holder if they have any questions about eligibility for COBRA or mini-COBRA coverage. The contract holder is responsible for the administration of COBRA and mini-COBRA coverage.

Members should refer to the section below for any other coverage they may be eligible for if they do not qualify for COBRA or mini-COBRA coverage or when COBRA or mini-COBRA coverage ends.

ELIGIBILITY FOR CONVERSION COVERAGE

A member whose coverage is about to terminate may be eligible to convert to an individual contract available from the Capital BlueCross family of companies. Separate and apart from this conversion right, a member whose coverage terminates may be eligible for enrollment in individual products on or off the Marketplace.

Examples of situations in which a member may be offered this conversion privilege include, but are not limited to:

- Termination of employment;
- Ineligibility to remain on this coverage due to a divorce, reaching a specific age limit, a change in job status; or
- Termination of the group contract due to the contract holder’s non-payment of premium.

Examples of situations in which a member will NOT be offered this conversion privilege include, but are not limited to:

- The contract holder cancelled this coverage with Capital for coverage with another carrier;
- The member failed to pay any required contribution or premium to the contract holder and, as a result, the contract holder terminated the member’s coverage;
- The member is eligible to enroll in Part A or Part B of Medicare;
- The member is enrolled in other coverage which, together with the benefits provided under a conversion policy from the Capital BlueCross family of companies, would result in overinsurance if such overinsurance standards are on file with the Pennsylvania Insurance Department; or
- The member is provided similar medical coverage under any state or Federal law.

Coverage under the individual conversion contract begins the day after termination of this coverage, subject to receipt of premium payments. Capital is not liable for the cost of benefits provided to members after the date of termination if they do not exercise the conversion privilege as specified herein.
Notification of conversion is sent to the subscriber. This notice contains information on the conversion options as well as applications for coverage. Written application for a conversion contract must be made to Capital no later than:

- Thirty-one (31) days after termination of coverage under this coverage; or
- Thirty-one (31) days after the member has been given written notice of the existence of the conversion privilege.

Enrollment forms for conversion are available from Capital’s Customer Service Department and can be obtained by calling the customer service number located on the identification card.

APPLYING FOR CONVERSION COVERAGE IS THE MEMBER’S RESPONSIBILITY. CONVERSION COVERAGE IS NOT AVAILABLE FOR PRESCRIPTION DRUG BENEFITS.

**COVERAGE FOR MEDICARE-ELIGIBLE MEMBERS**

If a member is no longer eligible for this coverage, is age 65 or older, and is enrolled in Medicare Parts A and B; the member can enroll in a Medicare Supplemental or a Medicare Advantage product offered by the Capital BlueCross family of companies.

Enrollment forms are available from Capital’s Customer Service Department and can be obtained by calling the customer service number located on the identification card.

APPLYING FOR MEDICARE SUPPLEMENTAL OR MEDICARE ADVANTAGE COVERAGE IS THE MEMBER’S RESPONSIBILITY.

**COVERAGE FOR TOTALLY DISABLED MEMBERS**

Benefits will be furnished to a totally disabled subscriber or a totally disabled dependent for services directly related to the condition that caused this total disability and for no other condition, illness, disease, or injury if the subscriber or the dependent is totally disabled on the date coverage is terminated.

If an eligible member meets the definition of totally disabled, extended disability benefits are provided:

- Up to a maximum period of 12 consecutive months;
- Until the maximum amount of benefits has been paid;
- Until the total disability ends; or
- Until the member becomes covered, without limitation as to the disabling condition, under any other coverage;

whichever occurs first.

A member must contact Capital’s Customer Service Department to start the application process for coverage under this provision.

APPLYING FOR COVERAGE FOR TOTALLY DISABLED MEMBERS IS THE MEMBER’S RESPONSIBILITY. COVERAGE FOR TOTALLY DISABLED MEMBERS IS NOT AVAILABLE FOR PRESCRIPTION DRUG BENEFITS.
CLAIMS REIMBURSEMENT FOR MEDICAL BENEFITS

CLAIMS AND HOW THEY WORK

In order to receive payment for benefits under this coverage, a claim for benefits must be submitted to Capital. The claim is based upon the itemized statement of charges for health care services and/or supplies provided by a provider. After receiving the claim, Capital will process the request and determine if the services and/or supplies provided under this coverage with Capital are benefits provided by the member’s coverage, and if applicable, make payment on the claim. The method by which Capital receives a claim for benefits is dependent upon the type of provider from which the member receives services. Providers that are excluded or debarred from governmental plans are not eligible for payment by Capital.

Participating Providers

When members receive services from a participating provider, they should show their Capital identification card to the provider. The participating provider will submit a claim for benefits directly to Capital. Members will not need to submit a claim. Payment for benefits – after applicable cost-sharing amounts, if any - is made directly to the participating provider.

Non-Participating Providers

If members visit a non-participating provider, they may be required to pay for the service at the time the service is rendered. Although many non-participating providers file claims on behalf of Capital’s members, they are not required to do so. Therefore, members need to be prepared to submit their claim to Capital for reimbursement. Unless otherwise agreed to by Capital, payment for services provided by non-participating providers is made directly to the subscriber. It is then the subscriber’s responsibility to pay the non-participating provider, if payment has not already been made.

Out-of-Area Providers

If members receive services from a provider outside of the Capital service area, and the provider is a member of the local Blue Plan, members should show their ID card to the provider. The provider will file a claim with the local Blue Plan that will in turn electronically route the claim to Capital for processing. Capital applies the applicable benefits and cost-sharing amounts to the claim. This information is then sent back to the local Blue Plan that will in turn make payment directly to the participating provider – after applicable cost-sharing amounts, if any, have been applied.

ALLOWABLE AMOUNT

For professional providers and facility providers, the benefit payment amount is based on the allowable amount on the date the service is rendered.

Benefit payments to hospitals or other facility providers may be adjusted from time to time based on settlements with such providers. Such adjustments will not affect the member’s cost-sharing amount obligations.

FILING A CLAIM

If it is necessary for members to submit a claim to Capital, they should be sure to request an itemized bill from their health care provider. The itemized bill should be submitted to Capital with a completed Capital Claim Form.

Members can obtain a copy of the Capital Claim Form by contacting Customer Service or visiting the Member link on Capital’s website at capbluecross.com. The member’s claim will be processed more quickly when the
Capital Claim Form is used. A separate claim form must be completed for each member who received medical services.

Members should include all of the following information with their claim:

1. Identification Number – subscriber’s nine-digit identification number, preceded by three-letter alpha prefix.
2. Group Number – number of the sponsoring group or employer.
3. Name of Subscriber – full name of the person enrolled for coverage through the group.
4. Address – full address of the subscriber including: number and street, city, state, country, and ZIP code.
5. Patient’s Name – last and first name of the patient who received the service.
6. Patient’s Gender – indicate male or female.
7. Patient’s Date of Birth – patient’s date of birth by month, day, and year.
8. Patient’s Relationship to Subscriber – relationship of the patient to the subscriber.
9. Provider Name – full name, address, city, state, country, and ZIP code of the facility, physician, or supplier rendering the services.
11. Type of Admission/Surgery – Type of service such as inpatient or outpatient and what was done, if applicable.
12. Date(s) of Service – dates on which patient received services, including initial admission date and final discharge date if applicable.
13. Diagnosis, Illness, or Injury – complete diagnosis or injury for particular admission.
14. Receipts from Provider – receipts from provider showing patient name, type of service, date of each service, and amount charged for each service.

Members must also provide the following information, if applicable:

1. Other insurance payment and/or rejection notices including a Medicare Summary Notice if applicable.
2. Accident information (i.e., date of accident, type of accident, payment or rejection notice, letter of benefit exhaustion, itemized statement).
3. Workers’ compensation payment and/or rejection notice.
4. Student information.
5. Medical records which may include physician notes and/or treatment plans (see special note regarding medical records).
6. Ambulance information – point of origin and destination (example: from home to hospital).
7. Anesthesia – the length of time patient was under anesthesia and specific surgery for which anesthesia was given.
Claims Reimbursement For Medical Benefits

8. Blood – number of units received, charge for each unit, and number of units replaced by donor(s).

9. Chemotherapy – name of drug, dosage of drug, charge for each drug, and the method of administration (oral, intra-muscular injections, intravenous, etc.)

10. Durable medical equipment certification from the doctor concerning the medical necessity and expected length of time equipment will be needed. If renting equipment, members should have the durable medical supplier provide the equipment purchase price.

A Special Note About Medical Records

In order to determine if the services are benefits covered under this coverage, the member (or the provider on behalf of the member) may need to submit medical records, physician notes, or treatment plans. Capital will contact the member and/or the provider if additional information is needed to determine if the services and/or supplies received are medically necessary.

Where to Submit Medical Claims

Members can submit their claims, which include a completed Capital Claim Form, an itemized bill, and all required information listed above, to the following address:

Capital BlueCross
PO Box 211457
Eagan, MN 55121

Members who need help submitting a medical claim can contact Customer Service at 1-800-962-2242 (TTY: 711).

OUT-OF-COUNTRY CLAIMS

There are special claim filing requirements for services received outside of the United States.

Inpatient Hospital Claims

Claims for inpatient hospital services arranged through the BlueCard Worldwide Service Center require members to pay only the usual cost-sharing amounts. The hospital files the claim for the member. Members who receive inpatient hospital care from a non-participating hospital or services that were not coordinated through the BlueCard Worldwide Service Center may have to pay the hospital and submit the claim to the BlueCard Worldwide Service Center at P.O. Box 72017, Richmond, VA 23255-2017.

Professional Provider Claims

For all outpatient and professional medical care, the member pays the provider and then submits the claim to the BlueCard Worldwide Service Center at P.O. Box 72017, Richmond, VA 23255-2017. The claim should be submitted showing the currency used to pay for the services.

International Claim Form

There is a specific claim form that must be used to submit international claims. Itemized bills must be submitted with the claim form. The international claim form can be accessed at capbluecross.com.
CLAIM FILING AND PROCESSING TIME FRAMES

Time Frames for Submitting Claims

All claims must be submitted within twelve (12) months from the date of service with the exception of claims from certain State and Federal agencies.

Time Frames Applicable to Medical Claims

If the member’s claim involves a medical service or supply that was already received, Capital will process the claim within thirty (30) days of receiving the claim. Capital may extend the thirty (30)-day time period one (1) time for up to fifteen (15) days for circumstances beyond Capital’s control. Capital will notify the member prior to the expiration of the original time period if an extension is needed. The member and Capital may also agree to an extension if the member or Capital requires additional time to obtain information needed to process the claim.

Special Time Frames Applicable to “Concurrent Care” Claims

Medical circumstances may arise under which Capital approves an ongoing course of treatment to be provided to the member over a period of time or number of treatments. If the member or the member’s provider believe that the period of time or number of treatments should be extended, the member should follow the steps described below.

If it is believed that any delay in extending the period of time or number of treatments would jeopardize the member’s life, health, or ability to regain maximum function, the member must request an extension at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments. The member must make a request for an extension by calling Capital’s Customer Service Department, toll-free, at 1-800-962-2242. Capital will review the member’s request and will notify the member of Capital’s decision within twenty-four (24) hours after receipt of the request.

Members who are dissatisfied with the outcome of their request may submit an appeal. The How to File an Appeal attachment contains instructions for submission of an appeal. For all other requests to extend the period of time or number of treatments for a prescribed course of treatment, members should contact Capital’s Customer Service Department.

COORDINATION OF BENEFITS (COB)

The coordination of benefits provision of this Certificate of Coverage applies when a person has health care coverage under more than one Plan as defined below.

The order of benefit determination rules govern the order in which each Plan pays a claim for benefits.

- The Plan that pays first is the “Primary Plan.” The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses.

- The Plan that pays after the Primary Plan is the “Secondary Plan.” The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

Definitions Unique to Coordination of Benefits

In addition to the defined terms in the Definitions section of this Certificate of Coverage, the following definitions apply to this provision:

Plan: Plan means This Coverage and/or Other Plan.
Other Plan: Other Plan means any individual coverage or group arrangement providing health care benefits or services through:

1. individual, group, blanket or franchise insurance coverage except that it shall not mean any blanket student accident coverage or hospital indemnity plan of one hundred ($100) dollars or less;
2. Blue Cross, Blue Shield, group practice, individual practice, and other prepayment coverage;
3. coverage under labor-management trusted plans, union welfare plans, employer organization plans, or employee benefit organization plans; and
4. coverage under any tax-supported or any government program to the extent permitted by law.

Other Plan shall be applied separately with respect to each arrangement for benefits or services and separately with respect to that portion of any arrangement which reserves the right to take benefits or services of Other Plans into consideration in determining its benefits and that portion which does not.

This Coverage: This Coverage means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from This Coverage. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rule: The order of benefit determination rules determine whether This Coverage is a Primary Plan or Secondary Plan when the member has health care coverage under more than one Plan.

Primary Plan: The Plan that typically determines payment for its benefits first before those of any other Plan without considering any other Plan’s benefits.

Secondary Plan: The Plan that typically determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense deemed customary and reasonable by Capital.

Covered Service: A service or supply specified in This Coverage for which benefits will be provided when rendered by a provider to the extent that such item is not covered completely under the Other Plan.

When benefits are provided in the form of services, the reasonable cash value of each service shall be deemed the benefit.

NOTE: When benefits are reduced under the primary contract because a member does not comply with the provisions of the Other Plan, the amount of such reduction will not be considered an Allowable Expense under This Coverage. Examples of such provisions are those related to second surgical opinions and preauthorization of admissions or services.

Capital will not be required to determine the existence of any Other Plan, or amount of benefits payable under any Other Plan, except This Coverage.

The payment of benefits under This Coverage shall be affected by the benefits that would be payable under Other Plans only to the extent that Capital is furnished with information regarding Other Plans by the contract holder or subscriber or any other organization or person.

Allowable Expense: Allowable expense is a health care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Plan covering the member. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a
benefit paid. An expense that is not covered by any Plan covering the member is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an Allowable Expense.

Examples of expenses that are not Allowable Expenses include, but are not limited to:

- The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the Plans provides coverage for private hospital room expenses.
- Any amount in excess of the highest reimbursement amount for a specific benefit when two (2) or more Plans that calculate benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology cover the member.
- Any amount in excess of the highest of the negotiated fees when two (2) or more Plans that provide benefits or services on the basis of negotiated fees cover the member.
- If the member is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology covers a person and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan’s payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan’s payment arrangement and if the provider’s contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- The amount of any benefit reduction by the Primary Plan because the member has failed to comply with the Plan provisions. Examples of these types of Plan provisions include second surgical opinions, preauthorization, and preferred provider arrangements.

Closed Panel: Closed panel plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member. An HMO is an example of a closed panel plan.

Custodial Parent: Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

Dependent: A dependent means, for any Other Plan, any person who qualifies as a dependent under that plan.

Order of Benefit Determination Rules

When a member is covered by two (2) or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. A Plan that does not have a coordination of benefits provision as described in this section is always the Primary Plan unless both Plans state that the Plan with a coordination of benefits provision is primary.
3. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
4. Each Plan determines its order of benefits using the first of the following rules that apply:

a. Non-Dependent or Dependent.

The Plan that covers the member as an employee, policyholder, subscriber or retiree is the Primary Plan. The Plan that covers the member as a Dependent is the Secondary Plan.

For information regarding coordination of benefits with Medicare, please refer to the Coordination of Benefits with Medicare section of this Certificate of Coverage.


Unless there is a court decree stating otherwise, when a child is covered by more than one Plan, the order of benefits is determined as follows:

(i) For a child whose parents are married or are living together, whether or not they have ever been married:

- The Plan of the parent whose birthday falls earlier in the calendar year is the primary Plan. This is known as the Birthday Rule; or
- If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan; or
- If one of the Plans does not follow the Birthday Rule, then the Plan of the child’s father is the Primary Plan. This is known as the Gender Rule.

(ii) For a child whose parents are divorced, separated or not living together, whether or not they have ever been married:

- If a court decree states that one of the parents is responsible for the child’s health care expenses or coverage and the Plan of that parent has actual knowledge of this decree, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
- If a court decree states that both parents are responsible for the child’s health care expenses or coverage, the provisions of subparagraph (i) determine the order of benefits;
- If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the child, the provisions of subparagraph (i) determine the order of benefits; or
- If there is no court decree allocating responsibility for the child’s health care expenses or coverage, the order of benefits for the child is as follows:
  ◇ The Plan covering the Custodial Parent;
  ◇ The Plan covering the spouse of the Custodial Parent;
  ◇ The Plan covering the non-custodial parent; and then
  ◇ The Plan covering the spouse of the non-custodial parent.

(iii) For a child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (i) or (ii) above shall determine the order of benefits as if those individuals were the parents of the child.
c. Active Employee or Retired or Laid-off Employee.

The Plan that covers the member as an active employee is the Primary Plan. The Plan covering that same member as a retired or laid-off employee is the Secondary Plan. The same would hold true if the member is a Dependent of an employee covered by the active, retired or laid-off employee.

If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the “Non-Dependent or Dependent” rule can determine the order of benefits.

d. COBRA or State Continuation Coverage.

If a member whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the member as an employee, subscriber or retiree or covering the member as a Dependent of an employee, subscriber or retiree is the Primary Plan. The COBRA or state or other federal continuation coverage is the Secondary Plan.

If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the “Non-Dependent or Dependent” rule can determine the order of benefits.

e. Longer or Shorter Length of Coverage.

The Plan that covered the member as an employee, policyholder, subscriber or retiree longer (as measured by the effective date of coverage) is the Primary Plan and the Plan that covered the member the shorter period of time is the Secondary Plan. The status of the member must be the same for all Plans for this provision to apply. The same primacy would be true if the member is a dependent of an employee covered by the Longer or Shorter length of coverage.

If the preceding rules do not determine the order of benefits, the Allowable Expense is shared equally between the Plans. In addition, This Coverage will not pay more than it would have paid had it been the Primary Plan.

Effect on the Benefits of This Coverage

When This Coverage is secondary, it may reduce benefits so that the total paid or provided by all Plans for a service are not more than the total Allowable Expenses.

In determining the amount to be paid, the Secondary Plan calculates the benefits it would have paid in the absence of other health care coverage. That amount is compared to any Allowable Expense unpaid by the Primary Plan. The Secondary Plan may then reduce its payment so that the unpaid Allowable Expense is the considered balance. When combined with the amount paid by the Primary Plan, the total benefits paid by all Plans may not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan credits to its deductible any amounts it would have otherwise credited to the deductible.

If a member is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Coverage and other Plans. Capital may obtain and use the facts it needs to apply these rules and determine benefits payable under This Coverage and other Plans covering the member claiming

CAAC 2016 HB HSA (OFF) cln 8.13.15.docx 96
benefits. Capital need not tell, or get the consent of, the member or any other person to coordinate benefits. Each member claiming benefits under This Coverage must give Capital any facts needed to apply those rules and determine benefits payable.

Failure to complete any forms required by Capital may result in claims being denied.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Coverage. If it does, Capital may pay that amount to the organization that made the payment. That amount is treated as though it is a benefit paid under This Coverage. Capital will not pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Capital is more than the amount that should have been paid under this COB provision, Capital may recover the excess amount. The excess amount may be recovered from one or more of the persons or organization paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the member. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

COORDINATION OF BENEFITS WITH MEDICARE

Active Employees and Spouses Age 65 and Older

If a subscriber (or his/her spouse), age sixty-five (65) or older, is entitled to benefits under Medicare and the subscriber works for an employer that did not employ twenty (20) or more employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, then Medicare shall be primary for the subscriber or spouse. The benefits of the group contract will then be the secondary form of coverage.

If a subscriber (or his/her spouse), age sixty-five (65) or older, is entitled to benefits under Medicare and the subscriber works for an employer that employed twenty (20) or more employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, the following rules apply:

- The group contract will be primary for any person age sixty-five (65) or older who is an Active Employee (defined as a person with “current employment status” under applicable Medicare Secondary Payer Laws) or the spouse of an Active Employee of any age.

- A member may decline coverage under the group contract and elect Medicare as the primary form of coverage. If the member elects Medicare as the primary form of coverage, the group contract, by law, cannot pay benefits secondary to Medicare for Medicare-covered members. However, the member will continue to be covered by the group contract as primary unless: (a) the member, or the contract holder on behalf of the member, notifies Capital, in writing, that the member does not want benefits under the group contract; or (b) the member otherwise ceases to be eligible for coverage under the group contract.

Disability

If a member is under age sixty-five (65), and the subscriber has current employment status with an employer with fewer than one hundred (100) employees (as defined under the Medicare Secondary Payer Laws), and the member becomes disabled and entitled to benefits under Medicare due to such disability, then Medicare shall be primary for the member; and the group contract will be the secondary form of coverage.
If a member is under age sixty-five (65), and the subscriber has current employment status with an employer with at least one hundred (100) employees (as defined under the Medicare Secondary Payer Laws), and the member becomes disabled and entitled to benefits under Medicare due to such disability (other than ESRD as discussed below) the group contract will be primary for the member, and Medicare will be the secondary form of coverage.

End Stage Renal Disease (ESRD)

The group contract will remain primary for the first thirty (30) months of a member’s eligibility or entitlement to Medicare due to End Stage Renal Disease (as defined under applicable Medicare statutes). However, if the group contract is currently paying benefits as secondary to Medicare for a member, the group contract will remain secondary upon a member’s entitlement to Medicare due to ESRD.

Retirees

Upon the effective date of the member’s enrollment in Medicare Part A and B, Medicare shall become primary for the member to the extent permitted under the Medicare Secondary Payer Laws; and the group contract will be the secondary form of coverage.

THIRD PARTY LIABILITY/SUBROGATION

Subrogation is the right of Capital to recover the amount it has paid on behalf of a member from the party responsible for the member’s injury or illness.

To the extent permitted by law, a member who receives benefits related to injuries caused by an act or omission of a third party or who receives benefits and/or compensation from a third party for any care or treatment(s) regardless of any act or omission, shall be required to reimburse Capital for the cost of such benefits when the member receives any amount recovered by suit, settlement, or otherwise for his/her injury, care or treatment(s) from any person or organization. The member shall not be required to pay Capital more than any amount recovered from the third party.

In lieu of payment above, and to the extent permitted by law, Capital may choose to be subrogated to the member’s rights to receive compensation including, but not limited to, the right to bring suit in the member’s name. Such subrogation shall be limited to the extent of the benefits received under the group contract. The member shall cooperate with Capital should Capital exercise its right of subrogation. The member shall not take any action or refuse to take any action that would prejudice the rights of Capital under this Third Party Liability/Subrogation section.

The right of subrogation is not enforceable where prohibited by statute or regulation.

There are three basic categories of medical claims that are included in Capital’s subrogation process: third party liability, workers’ compensation insurance, and automobile insurance.

Third Party Liability

Third party liability can arise when a third party causes an injury or illness to a member. A third party includes, but is not limited to, another person, an organization, or the other party’s insurance carrier.

When a member receives any amount recovered by suit, settlement or otherwise from a third party for the injury or illness, subrogation entitles Capital to recover the amounts already paid by Capital for claims related to the injury or illness. Capital does not require reimbursement from the member for more than any amount recovered.
Workers’ Compensation Insurance

Employers are liable for injuries, illness, or conditions resulting from an on-the-job accident or illness. Workers’ compensation insurance is the only insurance available for such occurrences. Capital denies coverage for claims where workers’ compensation insurance is required.

If the workers’ compensation insurance carrier rejects a claim because the injury was not work-related, Capital may consider the charges in accordance with the coverage available under the group contract. Benefits are not available if the workers’ compensation carrier rejects a claim for any of the following reasons:

- The employee did not use the provider specified by the employer or the workers’ compensation carrier;
- The workers’ compensation timely filing requirement was not met;
- The employee has entered into a settlement with the employer or workers’ compensation carrier to cover future medical expenses; or
- For any other reason, as determined by Capital.

Motor Vehicle Insurance

To the extent benefits are payable under any medical expense payment provision (by whatever terminology used, including such benefits mandated by law) of any motor vehicle insurance policy, such benefits paid by Capital and provided as a result of an accidental bodily injury arising out of a motor vehicle accident are subject to coordination of benefit rules and subrogation as described in the Coordination of Benefits (COB) and Subrogation sections of this Certificate of Coverage.

ASSIGNMENT OF BENEFITS

Except as otherwise required by applicable law, members are not permitted to assign any right, benefits or payments for benefits under the group contract to other members or to providers or to any other individual or entity. Further, except as required by applicable law, members are not permitted to assign their rights to receive payment or to bring an action to enforce the group contract, including, but not limited to, an action based upon a denial of benefits.

PAYMENTS MADE IN ERROR

Capital reserves the right to recoup from the member or provider, any payments made in error, whether for a benefit or otherwise.
CLAIMS REIMBURSEMENT FOR PRESCRIPTION DRUG BENEFITS

CLAIMS AND HOW THEY WORK

In order to receive payment for benefits under this coverage, a claim for benefits must be submitted to the PBM. The claim is based upon the itemized statement of charges for prescription drugs and/or services provided by a pharmacy. After receiving the claim, the PBM will process the request and determine if the prescription drugs and/or services provided under this coverage with Capital are benefits provided by the member’s coverage, and if applicable, make payment on the claim. The method by which the PBM receives a claim for benefits is dependent upon the type of provider from which the member receives services. Providers that are excluded or debarred from governmental plans are not eligible for payment by Capital.

Participating Pharmacies

When members receive services from a participating pharmacy, they should show their Capital identification card to the pharmacy. The participating pharmacy will submit a claim for benefits directly to the PBM. Members will not need to submit a claim. Payment for benefits – after applicable cost-sharing amounts, if any - is made directly to that participating pharmacy.

Non-Participating Pharmacies

If members visit a non-participating pharmacy, they will be required to pay for the prescription drug and/or service at the time the prescription drug is dispensed or at the time the service is rendered. Non-participating pharmacies do not file claims on behalf of Capital’s members. Therefore, members need to submit their claim to the PBM for reimbursement.

ALLOWABLE AMOUNT

The benefit payment amount is based on the allowable amount on the date the prescription drug is dispensed or the date the service is rendered.

FILING A CLAIM

If it is necessary for members to submit a claim to the PBM, they should be sure to request an itemized bill from the pharmacy. The itemized bill should be submitted to the PBM with a completed and signed Prescription Drug Claim Form.

Members can obtain a copy of the Prescription Drug Claim Form by contacting Customer Service or visiting the Member link on Capital’s website at capbluecross.com. The member’s claim will be processed more quickly when the Prescription Drug Claim Form is used. A separate claim form must be completed for each member who received prescription drugs or services.

Members should review the instructions provided on the back of the claim form and include all of the following information with their claim:

1. Identification Number – subscriber’s nine-digit identification number.
2. Group Number/Group Name – number or name of the sponsoring group or employer.
3. Name of Subscriber – full name of the person enrolled for coverage through the group.
4. Address – full address of the subscriber including: number and street, city, state, country, and ZIP code.
5. Patient’s Name – last and first name of the member who received the prescription drugs and/or service.
Claims Reimbursement For Prescription Drug Benefits

6. Patient’s Date of Birth – member’s date of birth by month, day, and year.

7. Patient’s Gender – indicate male or female.

8. Patient’s Telephone Number – telephone number including area code of member who received prescription drugs and/or services.

9. Patient’s Relationship to Subscriber – relationship of the member to the subscriber.

10. Receipts from Pharmacy – original receipts from pharmacy showing pharmacy name and address, patient name, prescription drugs or services received, date each prescription drug or service was received, the prescription order number, the quantity received, the days supply received, and amount charged for each prescription drug or service, and medicine NDC number.

Members must also provide additional information, if applicable, including but not limited to, other insurance payment information.

Where to Submit Prescription Drug Claims

Members can submit their claims, which include a completed Prescription Drug Claim Form, an itemized bill, and all required information listed above, to the following address:

CVS Caremark
PO Box 52136
Phoenix, Arizona 85072-2136

Members who need help submitting a prescription drug claim can contact Customer Service at the telephone number on their ID card.

CLAIM FILING AND PROCESSING TIME FRAMES

Time Frames for Submitting Claims

All claims must be submitted within twelve (12) months from the date of service with the exception of claims from certain State and Federal agencies.

Time Frames Applicable to Prescription Drug Claims

Paper claims submitted to the PBM are processed within ten (10) business days, on average, of receiving the properly completed claim. Capital may extend the filing/processing timeframe period one (1) time for up to fifteen (15) days for circumstances beyond Capital’s control. Capital will notify the member prior to the expiration of the original time period if an extension is needed. The member and Capital may also agree to an extension if the member or Capital requires additional time to obtain information needed to process the claim.

COORDINATION OF BENEFITS (COB)

Coordination of benefits is not applicable to this coverage.

THIRD PARTY LIABILITY/SUBROGATION

Subrogation is the right of Capital to recover the amount it has paid on behalf of a member from the party responsible for the member’s injury or illness.

To the extent permitted by law, a member who receives benefits related to injuries caused by an act or omission of a third party or who receives benefits and/or compensation from a third party for any care or treatment(s)
Claims Reimbursement For Prescription Drug Benefits

regardless of any act or omission, shall be required to reimburse Capital for the cost of such benefits when the member receives any amount recovered by suit, settlement, or otherwise for his/her injury, care or treatment(s) from any person or organization. The member shall not be required to pay Capital more than any amount recovered from the third party.

In lieu of payment above, and to the extent permitted by law, Capital may choose to be subrogated to the member’s rights to receive compensation including, but not limited to, the right to bring suit in the member’s name. Such subrogation shall be limited to the extent of the benefits received under the group contract. The member shall cooperate with Capital should Capital exercise its right of subrogation. The member shall not take any action or refuse to take any action that would prejudice the rights of Capital under this Third Party Liability/Subrogation section.

The right of subrogation is not enforceable where prohibited by statute or regulation.

There are three basic categories of prescription drug claims that are included in Capital’s subrogation process: third party liability, workers’ compensation insurance, and automobile insurance.

Third Party Liability

Third party liability can arise when a third party causes an injury or illness to a member. A third party includes, but is not limited to, another person, an organization, or the other party’s insurance carrier.

When a member receives any amount recovered by suit, settlement or otherwise from a third party for the injury or illness, subrogation entitles Capital to recover the amounts already paid by Capital for claims related to the injury or illness. Capital does not require reimbursement from the member for more than any amount recovered.

Workers’ Compensation Insurance

Employers are liable for injuries, illness, or conditions resulting from an on-the-job accident or illness. Workers’ compensation insurance is the only insurance available for such occurrences. Capital denies coverage for claims where workers’ compensation insurance is required.

If the workers’ compensation insurance carrier rejects a claim because the injury was not work-related, Capital may consider the charges in accordance with the coverage available under the group contract. Benefits are not available if the workers’ compensation carrier rejects a claim for any of the following reasons:

- The employee did not use the provider specified by the employer or the workers’ compensation carrier;
- The workers’ compensation timely filing requirement was not met;
- The employee has entered into a settlement with the employer or workers’ compensation carrier to cover future medical expenses; or
- For any other reason, as determined by Capital.

Motor Vehicle Insurance

To the extent benefits are payable under any medical expense payment provision (by whatever terminology used, including such benefits mandated by law) of any motor vehicle insurance policy, such benefits paid by Capital and provided as a result of an accidental bodily injury arising out of a motor vehicle accident are subject to subrogation as described in the Third Party Liability/Subrogation section of this Certificate of Coverage.
ASSIGNMENT OF BENEFITS

Except as otherwise required by applicable law, members are not permitted to assign any right, benefits or payments for benefits under the group contract to other members or to providers or to any other individual or entity. Further, except as required by applicable law, members are not permitted to assign their rights to receive payment or to bring an action to enforce the group contract, including, but not limited to, an action based upon a denial of benefits.

PAYMENTS MADE IN ERROR

Capital reserves the right to recoup from the member or pharmacy, any payments made in error, whether for a benefit or otherwise.
APPEAL PROCEDURES

An adverse benefit determination is a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) under coverage with Capital for a service:

- Based on a determination of a member’s eligibility to enroll under the group contract;
- Resulting from the application of any utilization review; or
- Not provided because it is determined to be investigational or not medically necessary.

Members who disagree with an adverse benefit determination with respect to benefits available under this coverage may seek review of the adverse benefit determination by submitting a written appeal within 180 days of receipt of the adverse benefit determination.

For more information, members should refer to the How to File an Appeal attachment included with this Certificate of Coverage.

Members can call Customer Service at 1-800-962-2242 if they have questions on this attachment or if they would like another copy of the attachment.
MEMBER RIGHTS AND RESPONSIBILITIES

Members of Capital’s Preferred Provider Organization (PPO), have certain rights and responsibilities. The success of treatment and member satisfaction depends, in part, on members taking responsibility as patients. Acquainting members with their rights and responsibilities will help members to take a more active role in their health care.

MEMBER RIGHTS

Members have a right:

- To be treated with respect and recognition of their dignity and right to privacy at all times, to receive considerate and respectful care regardless of religion, race, color, national origin, age, sex, gender identity or sexual orientation, health status, or financial status.

- To receive information about Capital, its services, its contracted practitioners and providers (including information regarding a provider’s qualifications, such as medical school attended, residency completed, or board certification status), and member rights and responsibilities. Members can call Customer Service to obtain this information.

- To make recommendations to the list of member rights and responsibilities.

- To have Capital member literature and material for the member’s use, written in a manner which truthfully and accurately provides relevant information that is easily understood.

- To know the name, professional status, and function of those involved in their care.

- To obtain from their physician complete current information concerning their diagnosis, treatment, and prognosis in terms they can reasonably understand, unless it is not medically advisable to provide such information.

- To candid discussion of appropriate or medically necessary treatment options for their condition, regardless of cost or benefit coverage.

- To participate with practitioners in decision making regarding their health care.

- To know what procedure and treatment will be used so that when they give consent to treatment, it is truly informed consent. Members should be informed of any side effects or complications that may arise from proposed procedures and treatment in addition to possible alternative procedures. Their physician is responsible for providing them with information they can understand.

- To be advised if any experimentation or research program is proposed in their case and of their right to refuse participation.

- To refuse any drugs, treatment, or other procedure offered to them to the extent permitted by law and to be informed by their physician of the medical consequences of such refusal.

- To all information contained in their medical record unless access is specifically restricted by the attending physician for medical reasons.

- To expect that all records pertaining to their medical care are treated as confidential unless disclosure is necessary for treatment, payment and operations.
Member Rights and Responsibilities

- To be afforded the opportunity to approve or refuse release of identifiable personal information except when such release is allowed or required by law.

- The right to file dissatisfaction about Capital or the care rendered by their provider and to file an appeal from an adverse benefit determination or final internal adverse benefit determination.

**MEMBER RESPONSIBILITIES**

*Members* have a responsibility:

- To follow the rules of membership and to read all materials carefully.

- To carry their *Capital ID card* with them and present it when seeking health care services.

- To provide *Capital* with relevant information concerning any additional health insurance coverage which they or any of their *dependents* may have.

- To timely notify *Capital* and their employer of any changes in their membership, such as change of address, marital status, etc.

- To seek and obtain services from the primary care physician they have chosen as well as direct access to obstetrical/gynecological care and in emergencies or when their chosen *physician* has referred them to other *participating providers* and/or *Capital* has preauthorized them to do so.

- To communicate openly with the *physician* they choose by developing a physician-patient relationship based on trust and cooperation.

- To follow the plans and instructions for care that they have agreed upon with their practitioner.

- To ask questions to make certain they understand the explanations and instructions they are given.

- To understand their health problems and participate, to the degree possible, in developing mutually agreed-upon treatment goals.

- To understand the potential consequences if they refuse to comply with treatment plans or recommendations.

- To keep scheduled appointments or give adequate notice of delay or cancellation.

- To pay appropriate *copayments* and *coinsurance* to *providers* when services are received.

- To keep *Capital* informed of any concerns regarding the medical care they receive.

- To provide information, to the extent possible, that *Capital* needs to administer coverage and that practitioners need to provide care.

- To treat others with respect and recognition of dignity, and to provide considerate and respectful interaction with others regardless of their religion, race, color, national origin, age, sex, gender identity or sexual orientation, health status, or financial status.
GENERAL PROVISIONS

ADDITIONAL SERVICES

From time to time, Capital, in conjunction with contracted companies, may offer other programs under this coverage with Capital to assist members in obtaining appropriate care and services. Such services may include a 24-hour nurse line, case management, maternity management, and Disease Management Programs.

BENEFITS ARE NON-TRANSFERABLE

No person other than a member is entitled to receive payment for benefits to be furnished by Capital under the group contract. Such right to payment for benefits is not transferable.

CHANGES

By this Certificate of Coverage, the contract holder makes Capital coverage available to eligible members. However, this Certificate of Coverage shall be subject to amendment, modification, and termination in accordance with any provision hereof or by mutual agreement between Capital and contract holder without the consent or concurrence of the members. By electing Capital or accepting Capital benefits, all members legally capable of contracting, and the legal representatives of all members incapable of contracting, agree to all terms, conditions, and provisions hereof.

Changes in State or Federal Laws and/or Regulations and/or Court or Administrative Orders

Changes in state or federal law or regulations or changes required by court or administrative order may require Capital to change coverage for benefits and any cost-sharing amounts, or otherwise change coverage for benefits in order to meet new mandated standards. Moreover, local, state, or federal governments may impose additional taxes or fees with regard to coverages under this contract. Changes in coverage for benefits or changes in taxes or fees may result in upward adjustments in premium to reflect such changes. Such adjustments may occur on the earlier of either the group contract renewal date or the date such changes are required by law.

Capital will provide the contract holder with an official notice of change at least thirty (30) days prior to the effective date of any change in coverage for benefits. However, if such change occurred due to a change in law, regulation or court or administrative order which makes the provision of such notice within thirty (30) days not possible, Capital will provide such notice to the contract holder as soon as reasonably practicable.

Discretionary Changes by Capital

Capital may change coverage for benefits and any cost-sharing amounts, or otherwise change coverage upon the renewal of the group contract.

Capital will provide the contract holder with an official notice of change at least thirty (30) days prior to the effective date of any change in coverage for benefits.

Notwithstanding the above, changes in Capital’s administrative procedures, including but not limited to changes in medical policy, preauthorization requirements, and underwriting guidelines, are not benefit changes and are, therefore, not subject to these notice requirements.

In the future, should terms and conditions associated with this coverage change, updates to these materials will be issued. These updates must be kept with this document to ensure the member’s reference materials are complete and accurate.
General Provisions

CHANGES IN LAW

The parties recognize that the group contract at all times is subject to applicable federal, state and local law. The parties further recognize that the group contract is subject to amendments in such laws and regulations and new legislation.

Any provisions of law that invalidate or otherwise are inconsistent with the terms of this coverage or that would cause one or both of the parties to be in violation of the law, is deemed to have superseded the terms of this coverage; provided that the parties exercise their best efforts to accommodate the terms and intent of the group contract consistent with the requirements of law.

In the event that any provision of the group contract is rendered invalid or unenforceable by law, or by a regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of the group contract remain in full force and effect.

CHOICE OF FORUM

The contract holder and members hereby irrevocably consent and submit to the jurisdiction of the federal and state courts within Dauphin County, Pennsylvania and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under the group contract whether now existing or hereafter and whether in contract, tort, equity, or otherwise.

CHOICE OF LAW

All issues and questions concerning the construction, validity, enforcement, and interpretation of the group contract is governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions, other than those of the federal government of the United States of America, that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

CHOICE OF PROVIDER

The choice of a provider is solely the member’s. Capital does not furnish benefits but only makes payment for benefits received by members. Capital is not liable for any act or omission of any provider. Capital has no responsibility for a provider’s failure or refusal to render benefits or services to a member. The use or non-use of an adjective such as participating or non-participating in describing any provider is not a statement as to the ability, cost or quality of the provider.

Capital cannot guarantee continued access during the term of the member’s Capital enrollment to a particular health care provider. If the member’s participating provider ceases participation, Capital will provide access to other providers with similar training and experience.

CLERICAL ERROR

Clerical error, whether of the contract holder or Capital, in keeping any record pertaining to the coverage hereunder, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

ENTIRE AGREEMENT

The group contract sets forth the terms and conditions of coverage of benefits under a Pennsylvania Preferred Provider Organization (“PPO”) that is underwritten by Capital and offered to subscribers and their dependents due to the subscriber’s relationship with the contract holder. The group contract (including all of its
attachments) and any riders or amendments to the group contract constitute the entire agreement between the contract holder and Capital. The group contract is made up of four different documents: the group policy, the group application, the enrollment applications, and this Certificate of Coverage. If there is a conflict of terms between the group policy and the Certificate of Coverage, the terms of the group policy shall control and be enforceable over the terms of the Certificate of Coverage.

**EXHAUST ADMINISTRATIVE REMEDIES FIRST**

Neither the contract holder nor any member may bring a cause of action in a court or other governmental tribunal (including, but not limited to, a Magisterial District Justice hearing) unless and until all administrative remedies described in the group contract have first been exhausted.

**FAILURE TO ENFORCE**

The failure of either Capital, the contract holder, or a member to enforce any provision of the group contract shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the group contract shall not be deemed or construed to be a waiver of such default.

**FAILURE TO PERFORM DUE TO ACTS BEYOND CAPITAL’S CONTROL**

The obligations of Capital under the group contract, including this Certificate of Coverage, shall be suspended to the extent that Capital is hindered or prevented from complying with the terms of the group contract because of labor disturbances (including strikes or lockouts); acts of war; acts of terrorism, vandalism, or other aggression; acts of God; fires, storms, accidents, governmental regulations, impracticability of performance or any other cause whatsoever beyond its control. In addition, Capital’s failure to perform under the group contract shall be excused and shall not be cause for termination if such failure to perform is due to the contract holder undertaking actions or activities or failing to undertake actions or activities so that Capital is or would be prohibited from the due observance or performance of any material covenant, condition, or agreement contained in the group contract.

**GENDER**

The use of any gender herein shall be deemed to include the other gender, and, whenever appropriate, the use of the singular herein shall be deemed to include the plural (and vice versa).

**IDENTIFICATION CARDS**

Capital provides identification cards to all subscribers and other members as appropriate. For purposes of identification and specific coverage information, a member’s ID card must be presented when service is requested.

Identification cards are the property of Capital and should be destroyed when a member no longer has coverage. Upon request, identification cards must be returned to Capital within thirty-one (31) days of the member’s termination. Identification cards are for purposes of identification only and do not guarantee eligibility to receive benefits.

**LEGAL ACTION**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
Notwithstanding the foregoing, Capital does not waive or otherwise modify any defense, including the defense of the statute of limitations, applicable to the type or theory of action or to the relief being sought, including but not limited to the statute of limitations applicable to actions in tort.

LEGAL NOTICES

Any and all legal notices under the group contract shall be given in writing and by the United States mail, postage prepaid, addressed as follows:

- If to a member: to the latest address reflected in Capital’s records.
- If to the contract holder: to the latest address provided by the contract holder to Capital.
- If to Capital: to Legal Department, PO Box 772132, Harrisburg, PA 17177-2132.

MEMBER’S PAYMENT OBLIGATIONS

A member has only those rights and privileges specifically provided in the group contract. Subject to the provisions of the group contract, a member is responsible for payment of any amount due to a provider in excess of the benefit amount paid by Capital. If requested by the provider, a member is responsible for payment of cost sharing amounts at the time service is rendered.

PAYMENTS

Capital is authorized by the member to make payments directly to participating providers furnishing services for which benefits are provided under the group contract. In addition, Capital is authorized by the member to make payments directly to a state or federal governmental agency or its designee whenever Capital is required by law or regulation to make payment to such entity.

Once a provider renders services, Capital will not honor member requests not to pay claims submitted by the provider. Capital will have no liability to any person because of its rejection of the request.

Payment of benefits is specifically conditioned on the member’s compliance with the terms of the group contract.

PAYMENT RECOUPEMENT

Under certain circumstances, federal and state government programs will require Capital to reimburse costs for services provided to members. Capital reserves the right to recoup these reimbursements from members when services were provided to the members which should not have been paid by Capital.

POLICIES AND PROCEDURES

Capital may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Certificate of Coverage, with which members shall comply.

RELATIONSHIP OF PARTIES

Health care providers maintain the physician-patient relationship with members and are solely responsible to members for all medical services. The relationship between Capital and health care providers (including PCPs and other physicians) is an independent contractor relationship. Health care providers are not agents or employees of Capital, nor is any employee of Capital an employee or agent of a health care provider. Capital shall not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the member while receiving care from any health care provider.
Neither the contract holder nor any member is an agent or representative of Capital, and neither is liable for any acts or omissions of Capital for the performance of services under the group contract.

The contract holder is the agent of the members, not of Capital.

Certain services, including administrative services, relating to the benefits provided under the group contract may be provided by Capital or other companies under contract with Capital, Capital BlueCross, or Keystone Health Plan Central.

**WAIVER OF LIABILITY**

Capital shall not be liable for injuries or any other harm or loss resulting from negligence, misfeasance, nonfeasance or malpractice on the part of any provider, whether a participating provider or non-participating provider, in the course of providing benefits for members.

**WORKERS’ COMPENSATION**

The group contract is NOT in lieu of and does not affect any requirement for coverage by workers’ compensation insurance.
ADDITIONAL INFORMATION

Capital members may submit a written request for any of the following written information:

1. A list of the names, business addresses and official positions of the membership of the board of directors or officers of Capital.

2. The procedures adopted by Capital to protect the confidentiality of medical records and other member information.

3. A description of the credentialing process for participating providers.

4. A list of the participating providers affiliated with participating hospitals.

5. If prescription drugs are provided as a benefit under this coverage, whether a specifically identified drug is included or excluded from this coverage.

6. A description of the process by which a participating provider can prescribe specific drugs, drugs used for an off-label purpose, biologicals and medications not included in the Capital drug formulary for prescription drugs or biologicals when the formulary’s equivalent has been ineffective in the treatment of the member’s disease or if the drug causes or is reasonably expected to cause adverse or harmful reactions in the member’s case, if prescription drugs are provided as a benefit under the member’s coverage.

7. A description of the procedures followed by Capital to make decisions about the nature of individual drugs, medical devices or treatments.

8. A summary of the methodologies used by Capital to reimburse providers for covered services. Please note that we will not disclose the terms of individual contracts or the specific details of any financial arrangement between Capital and a participating provider.

9. A summary of the methodologies used by Capital to reimburse pharmacies for covered drugs and/or covered services. Please note that we will not disclose the terms of individual contracts or the specific details of any financial arrangement between Capital and a participating pharmacy or a contracting Rx entity.

10. A description of the procedures used in Capital’s Quality Management Program as well as progress towards meeting goals.

Requests must specifically identify what information is being requested and should be sent to:

Capital BlueCross
PO Box 779519
Harrisburg, PA 17177-9519

Members may also fax their requests to 717-541-6915 or by accessing capbluecross.com, an email can be sent to the Customer Service Department.

Members may inform Capital of their dissatisfaction with the quality of care or service they may have received by writing to the address above or by faxing Capital at the number above. Members can also call Customer Service to register the dissatisfaction (please refer to the HOW TO CONTACT US section of this Certificate of Coverage for contact information).
DEFINITIONS

For the purpose of the group contract, the terms below have the following meanings whenever italicized in the group contract:

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Adverse Benefit Determination: Any of the following: a denial, reduction, or termination of, or 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 member’s eligibility to participate in a plan, and including 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, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be investigational or not medically necessary.

Allowable Amount: The maximum charge or payment level that Capital reimburses, without taking into account rebates, if any, and any additional administrative fees, true-up payments, penalties and guarantees, if any, into the calculation, for benefits provided to a member under the member’s coverage.

- for participating providers, the allowable amount is the amount provided for in the contract between the provider and Capital, unless otherwise specified in this Certificate of Coverage.
- for non-participating providers, the allowable amount is the lesser of the provider’s billed charge or the amount reflected in the fee schedule, unless otherwise specified in this Certificate of Coverage.
- for participating pharmacies, the allowable amount is the lesser of either the participating pharmacy’s actual charge or the amount agreed to between Capital and the PBM.
- for non-participating pharmacies, the allowable amount is the lesser of the non-participating pharmacy's actual charge or the participating pharmacy level.

Ambulatory Surgical Facility: A facility provider licensed and approved by the state in which it provides covered health care services or as otherwise approved by Capital and which:

- has permanent facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis;
- provides treatment by or under the supervision of physicians whenever the patient is in the facility;
- does not provide inpatient accommodations; and
- is not, other than incidentally, a facility used as an office or clinic for the private practice of a physician.

Annual Enrollment: A specific time period during each calendar year when the contract holder permits its employees or members to make enrollment changes.

Approved Clinical Trial: A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to prevention, detection, or treatment of cancer or other life threatening disease or condition and is described below:

- The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
Definitions

1. The National Institutes of Health (NIH)
2. Centers for Disease Control and Prevention (CDC)
3. Agency for Healthcare Research and Quality (AHRQ)
4. Centers for Medicare and Medicaid Services (CMS)
5. Cooperative group or center of any of the entities described in 1 through 4 above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA).
6. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.

- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

- The study or investigation is a drug that is exempt from having such an investigational new drug application.

In the absence of meeting the criteria listed in above, the Clinical Trial must be approved by Capital as a qualifying Clinical Trial.

**Autism Spectrum Disorders:** A subclass of *pervasive developmental disorders* which is characterized by impaired verbal and nonverbal communication skills, poor social interaction, limited imaginative activity and repetitive patterns of activities and behavior.

**Benefit Lifetime Maximum:** The limit of *coverage* for a *benefit* payable by *Capital* under the *group contract* during the duration of a *member’s coverage* under the *group contract*. Such limits may be in the form of visits, days, or dollars. Benefit lifetime maximums are described in the **Summary of Cost-Sharing and Benefits** section of this *Certificate of Coverage*.

**Benefit Period:** The specified period of time during which charges for *benefits* must be incurred to be eligible for payment by *Capital*. A charge for *benefits* is incurred on the date the service or supply was provided to a *member*. However, the benefit period does not include any part of a year during which a person has no *coverage* under the *group contract*, or any part of a year before the date of this *Certificate of Coverage* or similar provision(s) takes effect.

**Benefit Period Maximum:** The limit of *coverage* for a *benefit(s)* under the *group contract* within a *benefit period*. Such limits may be in the form of visits, days, or dollars. Benefit period maximums are described in the **Summary of Cost-Sharing and Benefits** section of this *Certificate of Coverage*.

**Benefits:** Those *medically necessary* health care services, *prescription drugs*, supplies, equipment and facilities charges covered under, and in accordance with, this *coverage*.

**Birth Defect:** Also known as congenital anomalies, congenital disorders or congenital malformation, can be defined as structural or functional abnormalities, including metabolic disorders, which are present from birth (whether evident at birth or become manifest later in life) and can be caused by single gene defects, chromosomal disorders, multifactorial inheritance, environmental teratogens or micronutrient deficiencies.

**Birthing Facility:** A *facility provider* licensed and approved by the appropriate governmental agency, which is primarily organized and staffed to provide maternity care by a licensed certified nurse midwife.

**BlueCard Program:** A program that allows a *member* to access covered health care services from *Host Blue participating providers* of a Blue Cross and/or Blue Shield Licensee located outside the *service area*. The local
Definitions

Blue Cross and/or Blue Shield Licensee servicing the geographic area where the covered health care service is provided is referred to as the “Host Blue.”

**Brand Drug:** A *prescription drug* sold under its proprietary name(s) by one or more companies. A brand drug may or may not have a *generic drug* equivalent available.

**Capital:** Capital Advantage Assurance Company, issuer of this *coverage*, as indicated on the cover page of this *Certificate of Coverage*.

**Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a *member’s* healthcare needs across the continuum of care.

**Care Coordinator:** An individual within a provider organization who facilitates *Care Coordination* for patients.

**Care Coordinator Fee:** A fixed amount paid by a BlueCross and/or BlueShield Licensee to providers periodically for *Care Coordination* under a *Value-Based Program*.

**Case Management:** A *Clinical Management* Program that coordinates and manages complicated medical care.

**Certificate of Coverage:** This document that is issued to *subscribers* as part of the *group contract* entered into between the *contract holder* and *Capital*. It explains the terms of this *coverage*, including the *benefits* available to *members* and information on how this *coverage* is administered.

**Clinical Management:** Programs used to approve, review, and facilitate health care services.

**COBRA:** Collectively, the Consolidated Omnibus Budget Reconciliation Act of 1985 and its related regulations, each as amended.

**Coinsurance:** The percentage of the *allowable amount* that will be paid by the *member*. *Coinsurance* percentages, if any, are identified in the *Summary of Cost-Sharing and Benefits* section of this *Certificate of Coverage* or in the applicable rider to this *Certificate of Coverage*.

**Compound Drug:** A product prepared by a *pharmacist* from a *prescription drug order* that results from the combining, mixing, or altering of two or more ingredients, excluding flavorings, to create a customized drug.

**Contract Holder:** The organization or firm, usually an employer, union, or association, that contracts with *Capital* to provide coverage for *benefits* to *members*. The contract holder is identified in the *group policy*.

**Contract Year:** A period of twelve (12) consecutive months, beginning on each *group effective date*.

**Contracting Rx Entities:** Pharmaceutical manufacturers, *PBMs* and other third parties with which *Capital* may contract for certain prescription products provided to *members*.

**Copayment:** The fixed dollar amount that a *member* must pay for certain *benefits*. The *member* must pay copayments directly to the *provider* at the time services are rendered. Copayments, if any, are identified in the *Summary of Cost-Sharing and Benefits* section of this *Certificate of Coverage* or in the applicable rider to this *Certificate of Coverage*.

**Cosmetic Surgery or Procedure:** An elective procedure performed primarily to restore a person’s appearance by surgically altering a physical characteristic that does not prohibit normal function, but is considered unpleasant or unsightly.

**Cost-Sharing Amount:** The amount subtracted from the *allowable amount* which the *member* is obligated to pay before *Capital* makes payment for *benefits*. Cost-sharing amounts include: preauthorization penalties, copayments, deductibles, coinsurance, and out-of-pocket maximums.
Definitions

Coverage: The program offered and/or administered by Capital which provides benefits for members covered under the group contract.

Covered Drugs: Unless specifically excluded, any and all prescription drugs dispensed pursuant to a valid prescription order and diabetic supplies, in each case for the outpatient use of the member.

Custodial Care: Care provided primarily for maintenance of the member or which is designed essentially to assist the member in meeting the activities of daily living and which is not primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition. Custodial care includes but is not limited to help in walking, bathing, dressing, feeding, preparation of special diets, and supervision over self-administration of medications, which do not require the technical skills or professional training of medical or nursing personnel in order to be performed safely and effectively.

Deductible: The amount of the allowable amount that must be incurred by a member each benefit period before benefits are covered under the group contract. Deductibles are described in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

Dependent: Any member of a subscriber’s family who satisfies the applicable eligibility criteria, who enrolled under the group contract by submitting an enrollment application to Capital and for whom such enrollment application has been accepted by Capital.

Diabetic Supplies: Medication and supplies used to treat diabetes, including but not limited to: insulin, needles, and syringes. Diabetic supplies does not include batteries, alcohol swabs, preps and gauze.

Effective Date of Coverage: The date the member's coverage under the group contract begins as shown on the records of Capital.

Emergency Service: Any health care services provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- serious impairment to bodily functions;
- serious dysfunction of any bodily organ or part; or
- other serious medical consequences.

Transportation and related emergency services provided by a licensed ambulance service are benefits if the condition is as described in this definition.

Enrollment Application: The properly completed written or electronic application for membership submitted on a form provided by or approved by Capital, together with any amendments or modifications thereto.

ERISA: Collectively, the Employee Retirement Income Security Act of 1974 and its related regulations, each as amended.

Facility Provider: Facility providers include:

- Ambulance Service Provider
- Ambulatory Surgical Facility
Definitions

- Birthing Facility
- Durable Medical Equipment Supplier
- Freestanding Outpatient/Diagnostic Facility
- Freestanding Dialysis Treatment Facility
- Home Health Care Agency
- Hospice
- Hospital
- Hospital Laboratories
- Infusion Therapy Provider
- Long-Term Acute Care Hospital
- Orthotics Supplier
- Prosthetics Supplier
- Psychiatric Hospital
- Rehabilitation Hospital
- Skilled Nursing Facility
- Substance Abuse Treatment Facility
- Urgent Care Center

Information on whether these facility providers are covered under the group contract can be found in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

Fee Schedule: The predetermined fee maximums that will be paid by Capital for services performed by non-participating providers, which are provided as benefits under this coverage. The fee schedule may be amended from time to time and may be adjusted based upon factors, including but not limited to, geographic location and provider types.

Formulary: A continually updated list of prescription drugs which represent the current clinical judgment of physicians and other experts in the treatment of disease and preservation of health.

Freestanding Dialysis Facility: A facility provider licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing dialysis treatment, maintenance or training to members on an outpatient or home care basis.

Freestanding Outpatient Facility: A facility provider, licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing outpatient diagnostic and/or therapeutic services by or under the supervision of physicians.

Functional Impairment: A condition that describes a state where an individual is physically limited in the performance of basic daily activities.
Definitions

Generic Drug (Preferred and Non-Preferred): A prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with the brand drug having an identical amount of the same active ingredient.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Group Application: The properly completed written and executed or electronic application for coverage the contract holder submits on a form provided by or approved by Capital, together with any amendments or modifications thereto.

Group Contract: The agreement between Capital and a contract holder pursuant to which Capital provides coverage under this contract to persons eligible to enroll in Capital’s programs. The group contract is made up of four different documents: the group policy, the group application, the enrollment applications and this Certificate of Coverage.

Group Effective Date: The date that is specified in the group policy as the original date that the group contract became effective.

Group Enrollment Period: A period of time established by the contract holder and Capital from time to time, but no less frequently than once in any twelve (12) consecutive months, during which eligible persons who have not previously enrolled with Capital may do so; or those who have previously enrolled in a Capital program may switch to another program.

Group Policy: The legal agreement between the contract holder and Capital for administration and coverage of benefits.

Habilitative Services: Services that help a person keep, learn, or improve skills and functioning for daily living.

Hearing Aid: Any device that does not produce as its output an electrical signal that directly stimulates the auditory nerve. Examples of hearing aids are devices that produce air-conducted sound into the external auditory canal, devices that produce sound by mechanically vibrating bone, or devices that produce sound by vibrating the cochlear fluid through stimulation of the round window. Devices such as cochlear implants, which produce as their output an electrical signal that directly stimulates the auditory nerve, are not considered to be hearing aids.


Home Health Care Agency: A facility provider, licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, which provides skilled nursing and other services on an intermittent basis in the member's home; and is responsible for supervising the delivery of such services under a plan prescribed by the attending physician.

Hospice: A facility provider licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing palliative care to terminally ill members and their families with such services being centrally coordinated through an interdisciplinary team directed by a physician.

Hospital: A facility provider that:

- is licensed by the state in which it is located,
- provides twenty-four (24) hour nursing services by certified registered nurses on duty or call,
• provides services under the supervision of a staff of one or more physicians to diagnose and treat ill or injured bed patients hospitalized for surgical, medical or psychiatric conditions, and

• is certified by the Joint Commission on the Accreditation of Healthcare Organizations, an equivalent body, or as accepted by Capital.

Hospital does not include: residential or nonresidential treatment facilities; nursing homes; skilled nursing facilities; facilities that are primarily providing custodial, domiciliary or convalescent care; or ambulatory surgical facilities.

Host Blue: A local Blue Cross and/or Blue Shield Licensee serving a geographic area other than Capital’s service area that has contractual agreements with providers in that geographic area, which participate in the BlueCard program, regarding claim filing or payment for covered health care services rendered to Capital’s members who utilize services of such providers when traveling outside of Capital’s service area.

Identification Card (ID Card): The card issued to the member that evidences coverage under the terms of the group contract.


Independent Clinical Laboratory (ICL) - A laboratory that performs clinical pathology procedure and that is not affiliated or associated with a hospital, physician or facility provider.

Infertility: The medically documented diminished ability to conceive, or to conceive and carry to live birth. A couple is considered infertile if conception does not occur after a one-year period of unprotected coital activity without contraceptives, or there is the inability on more than one occasion to carry to live birth.

Infusion Therapy Provider: An entity that meets the necessary licensing requirements and is legally authorized to provide home infusion/IV therapy services.

Inpatient: A member who is admitted as a patient and spends greater than 23 hours in a hospital, a rehabilitation hospital, a skilled nursing facility or a non-residential substance abuse treatment facility and for whom a room and board charge is made. This term may also describe the services rendered to such a member.

Investigational: For the purposes of the group contract, a drug, treatment, device, or procedure is investigational if:

• it cannot be lawfully marketed without the approval of the Food and Drug Administration (“FDA”) and final approval has not been granted at the time of its use or proposed use;

• it is the subject of a current Investigational new drug or new device application on file with the FDA;

• the predominant opinion among experts as expressed in medical literature is that usage should be substantially confined to research settings;

• the predominant opinion among experts as expressed in medical literature is that further research is needed in order to define safety, toxicity, effectiveness or effectiveness compared with other approved alternatives; or

• it is not investigational in itself, but would not be medically necessary except for its use with a drug, device, treatment, or procedure that is investigational.
Definitions

In determining whether a drug, treatment, device or procedure is investigational, the following information may be considered:

- the member’s medical records;
- the protocol(s) pursuant to which the treatment or procedure is to be delivered;
- any consent document the patient has signed or will be asked to sign, in order to undergo the treatment or procedure;
- the referred medical or scientific literature regarding the treatment or procedure at issue as applied to the injury or illness at issue;
- regulations and other official actions and publications issued by the federal government; and
- the opinion of a third party medical expert in the field, obtained by Capital, with respect to whether a treatment or procedure is investigational.

**Level of Coverage:** The level of payment made by Capital to a participating provider or a non-participating provider described in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

**Licensed Practical Nurse (LPN):** A nurse who has graduated from a formal practical or vocational nursing education program and is licensed by the appropriate state authority.

**Long-Term Acute Care Hospital (LTACH):** An acute care hospital designed to provide specialized acute care for medically stable, but complex, patients who require long periods of hospitalization (average 25 days) and who would require high-intensity services. LTACHs are often described as a "hospital within a hospital" because they generally are located within a short-term acute care hospital. In Pennsylvania, LTACHs are licensed by the Pennsylvania Department of Health as an acute care facility.

**Mail Service Dispensing:** The dispensing of maintenance prescription drugs through the designated mail service pharmacy in quantities up to a ninety (90) day supply per prescription order.

**Mail Service Pharmacy:** A duly licensed mail service pharmacy, designated by Capital, where prescription orders are received through the mail or other means and from which prescription drugs are shipped to members via the United States Postal Service, United Parcel Service, or other delivery service.

**Marketplace:** Shall mean a Marketplace established and operated within Pennsylvania by the United States Secretary of Health and Human Services under section 1321(c)(1) of PPACA or operated by the Commonwealth of Pennsylvania in accordance with PPACA’s provisions. Also called an “Exchange.”

**Medicaid:** Hospital or medical insurance benefits financed by the United States Government under Title XIX of the Social Security Act of 1965 and its related regulations, each as amended.

**Medical Necessity (Medically Necessary):** Shall mean:

- services or supplies that a physician exercising prudent clinical judgment would provide to a member for the diagnosis and/or direct care and treatment of the member’s medical condition, disease, illness, or injury that are necessary;
- in accordance with generally accepted standards of good medical practice;
- clinically appropriate for the member’s condition, disease, illness or injury;
Definitions

- not primarily for the convenience of the member and/or the member’s family, physician, or other health care provider; and

- not more costly than alternative services or supplies at least as likely to produce equivalent results for the member’s condition, disease, illness or injury.

For purposes of this definition, “generally accepted standards of good medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, national physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other clinically relevant factors. The fact that a provider may prescribe, recommend, order, or approve a service or supply does not of itself determine medical necessity or make such a service or supply a covered benefit.

Medicare: The programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965 and its related regulations, each as amended.

Member: A subscriber, dependent or “Qualified Beneficiary” (as defined under COBRA) who enrolled for coverage with Capital and is entitled to receive covered services under the group contract in accordance with its terms and conditions. For purposes of the Complaint and Grievance processes, the term includes parents of a minor member as well as designees or legal representatives who are entitled or authorized to act on behalf of the member.

Member Effective Date: The date when a member’s coverage under the group contract begins. This date is agreed to by Capital and the contract holder and entered on the records of Capital in accordance with the terms of the group contract as described in this Certificate of Coverage. Coverage begins at 12:00:00 AM, local Harrisburg, Pennsylvania time, on the member effective date.

Mental Health Care: Care received in connection with the treatment of a mental illness or a serious mental illness.

Mental Illness/Disorder: A health condition that is characterized by alterations in thinking, mood, or behavior (or some combination thereof), that are all mediated by the brain and associated with distress and/or impaired functioning.

Negotiated Arrangement [a.k.a., Negotiated National Account Arrangement]: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Non-Participating Pharmacy: A pharmacy who is not under contract with, directly or indirectly, Capital or the PBM.

Non-Participating Pharmacy Level: The level of payment made by Capital when a member receives benefits from a non-participating pharmacy.

Non-Participating Provider: A provider who is not under contract with Capital or a provider who is not a BlueCard participating provider.

Non-Preferred Brand Drug: A medication that has been reviewed by the Pharmacy & Therapeutics Committee and found not to have significant therapeutic advantage or overall value over alternative generic drugs, preferred brand drugs or over-the-counter medications that treat the same condition, factoring in safety, efficacy and cost.
Official Notice of Change: The documents issued by Capital to communicate changes to the group contract and which are identified within the document as an “Official Notice of Change”. Such documents may be communicated to the contract holder or subscriber (as applicable) in various formats including, but not limited to:

- Letters;
- Official Capital publications such as group or member newsletters; or
- Contract riders or amendments.

Delivery may be made via U.S. Mail or electronic mail to the address on record with Capital, and shall be deemed delivered upon mailing.

Out-of-Pocket Maximum: The amount of the allowable amount, deductibles, and copayments that a member is required to pay during a benefit period. After this amount has been paid, the member is no longer required to pay any portion of the allowable amount for benefits during the remainder of that benefit period. The amount of the out-of-pocket maximum is described in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

Outpatient: A member who receives services or supplies while not an inpatient. This term may also describe the services rendered to such a member.

Partial Hospitalization: The provision of medical, nursing, counseling, or therapeutic services on a planned and regularly scheduled basis in a hospital or non-hospital facility licensed as a mental health care or substance abuse treatment program by the Pennsylvania Department of Health, designed for a patient or client who would benefit from more intensive services than are offered in outpatient treatment but who does not require inpatient care. To qualify, the partial hospitalization services must be provided for a minimum of four (4) hours, with a maximum of twelve (12) hours per day without incurring a charge for an overnight stay.

Participating Pharmacy(ies): A pharmacy or other prescription drug provider that is approved by Capital and, where licensure is required, is licensed in the applicable state and provides covered services and has entered into a provider agreement with or is otherwise engaged by Capital or its PBM to provide benefits to members. The status of a pharmacy as a participating pharmacy may change from time to time. It is the member’s responsibility to verify the current status of a pharmacy.

Participating Pharmacy Level: The level of payment made by Capital when a member receives benefits from a participating pharmacy in accordance with Capital’s policies and procedures.

Participating Provider(s): A pharmacy, prescriber, professional provider, facility provider, or any other eligible health care provider or practitioner that is approved by Capital and, where licensure is required, is licensed in the applicable state and provides covered services and has entered into a provider agreement with or is otherwise engaged by Capital to provide benefits to members and who satisfies Capital’s credentialing and privileging criteria. The status of a provider as a participating provider may change from time to time. It is the member’s responsibility to verify the current status of a provider.

Participating Provider Level of Coverage: The level of payment made by Capital when a member receives benefits from a participating provider in accordance with Capital’s policies and procedures.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Pharmaceutical Utilization Management Programs: Includes, but is not limited to, the following programs:
Definitions

- Drug Utilization Review;
- Prior Authorization and Enhanced Prior Authorization (Step Therapy); and
- Drug Quantity Management (Quantity Level Limits).

**Pervasive Developmental Disorders**: Are conditions characterized by severe and pervasive impairment in several areas of development:
- Reciprocal social interaction skills;
- Communication skills; or
- Presence of stereotyped behavior, interests, and activities.

**Pharmacy(ies)**: A pharmacy or other appropriate prescription drug provider that is approved by Capital and, where licensure is required, is licensed in the state in which it practices or is located and provides covered services and performs services within the scope of such licensure. Pharmacies include participating pharmacies and non-participating pharmacies.

**Pharmacy Benefit Manager (PBM)**: The pharmacy benefit manager under contract with Capital to, among other things, assist in the administration of the benefits under the group contract.

**Physician**: A person who is a Doctor of Medicine (M.D.) or a Doctor of Osteopathic Medicine (D.O.), licensed, and legally entitled to practice medicine in all its branches, and/or perform surgery and prescribe drugs.

**PPACA**: The Patient Protection and Affordable Care Act of 2010 and its related regulations, each as amended.

**Preauthorization**: An authorization (or approval) from Capital or its designee which results from a process utilized to determine member eligibility at the time of request, benefit coverage and medical necessity of proposed medical services prior to delivery of services. Preauthorization is required for the procedures identified in the Preauthorization Program attachment to this Certificate of Coverage.

**Preauthorization Penalty**: An amount deducted from the allowable amount when a member did not comply with Capital’s clinical management policies and procedures. Preauthorization penalties are described in the Summary of Cost-Sharing and Benefits section of this Certificate of Coverage.

**Preferred Brand Drug**: A medication that has been reviewed and approved by the Pharmacy & Therapeutics Committee and found to have a therapeutic advantage or overall value over non-preferred brands that treat the same condition, factoring in safety, efficacy and cost.

**Prescriber**: A person who is licensed and legally entitled to prescribe prescription drugs, including but not limited to a Doctor of Medicine (M.D.), a Doctor of Osteopathic Medicine (D.O.), a Certified Registered Nurse Practitioner, or a Certified Physician Assistant (PA-C).

**Prescription Drug**: Any FDA-approved medication which, by federal or state law, may not be dispensed without a prescription order.

**Prescription Order**: The request for a prescription drug issued by a prescriber.

**Prior Authorization**: An authorization (or approval) from Capital or its designee which results from a process utilized to determine member eligibility at the time of request, benefit coverage and medical necessity of proposed prescription drugs and/or services prior to delivery of services.
Definitions

**Professional Provider:** Professional providers include:

- Audiologist
- Certified Registered Nurse Anesthetist
- Certified Registered Nurse Midwife
- Certified Registered Nurse Practitioner
- Chiropractor
- Clinical or Physician Laboratory
- Doctor of Medicine (M.D.)
- Doctor of Osteopathy (D.O.)
- Licensed Dietitian-Nutritionist
- Licensed Social Worker
- Occupational Therapist
- Oral Surgeon
- Physical Therapist
- Physician’s Assistant
- Podiatrist
- Psychologist
- Respiratory Therapist
- Retail Clinic
- Speech Language Pathologist

**Provider:** A hospital, physician, pharmacy, prescriber, person or practitioner licensed (where required) and performing services within the scope of such licensure and as identified in this Certificate of Coverage. Providers include participating providers and non-participating providers.

**Psychiatric Hospital:** A provider licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing diagnostic and therapeutic services for the mental health care. Such services are provided by or under the supervision of an organized staff of physicians.

**Qualified Medical Child Support Order:** An order determined by Capital to satisfy the requirements of state or federal law.

**Rebates:** Certain retrospective discounts, refunds or rebates that are received by Capital from contracting Rx entities and are based on the utilization of certain prescription products by certain members.

**Reconstructive Surgery:** A procedure performed to improve or correct a functional impairment, restore a bodily function or correct deformity resulting from birth defect or accidental injury. The fact that a member might suffer psychological consequences from a deformity does not, in the absence of bodily functional impairment, qualify surgery as being reconstructive surgery.
Definitions

Rehabilitation Hospital: A provider licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing skilled rehabilitation services for injured or disabled individuals to restore function following an illness or accidental injury. Skilled rehabilitation services consist of the combined use of medical and vocational services to enable members disabled by disease or injury to achieve the highest possible level of functional ability. Skilled rehabilitation services are provided by or under the supervision of an organized staff of physicians.

Residential Hospice Care: Care provided in a hospice facility. Residential hospice care is for the express or implied purpose of providing end of life care for the terminally ill patient who is unable to remain in the home and requires facility placement to provide for routine activities of daily living (ADL’s) as well as specialized hospice care on a twenty-four hour per day basis.

Retail Dispensing: The dispensing of prescription drugs on-site at a retail pharmacy in quantities up to a thirty (30) day supply per prescription order.

Retail Pharmacy: Any pharmacy which is licensed to sell and dispense prescription drugs excluding a mail service pharmacy and excluding a pharmacy that dispenses prescription drugs solely via the Internet.

Retiree: A former employee of the contract holder who meets the contract holder’s definition of a retired employee and to whom the contract holder offers coverage under the group contract, if any. The contract holder must designate and Capital must agree that one or more classes of retired former employees of the contract holder are eligible to receive coverage for benefits under the group contract in order for a person to qualify as a retiree.

Routine Costs Associated With Approved Clinical Trials: Routine costs include all the following:

- Covered Services under this Certificate of Coverage that would typically be provided absent an Approved Clinical Trial.
- Services and supplies required solely for the provision of the Investigational drug, biological product, device, medical treatment or procedure.
- The clinically appropriate monitoring of the effects of the drug, biological product, device, medical treatment or procedure required for the prevention of complications.
- The services and supplies required for the diagnosis or treatment of complications.

Serious Mental Illness: Any of the following mental illnesses as defined by the American Psychiatric Association in the most recent edition of the Diagnostic and Statistical Manual or as otherwise approved by Capital: schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depressive disorder, panic disorder, anorexia nervosa, bulimia nervosa, schizo-affective disorder, and delusional disorder.

Service Area: The following Pennsylvania Counties: Adams, Berks, Centre, Columbia, Cumberland, Dauphin, Franklin, Fulton, Juniata, Lancaster, Lebanon, Lehigh, Mifflin, Montour, Northampton, Northumberland, Perry, Schuylkill, Snyder, Union, and York.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
Skilled Nursing Facility: A provider, licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital, and which is primarily engaged in providing daily skilled nursing services and related skilled services to members requiring twenty-four (24) hour skilled nursing services but not requiring confinement in an acute care general hospital. Such care is rendered by or under the supervision of physicians. A skilled nursing facility is not, other than incidentally, a place that provides:

- minimal care, custodial care, ambulatory care, or part-time care services; or
- care or treatment of mental illness or substance abuse.

Skilled Nursing Services: Services that must be provided by a registered nurse, or a licensed practical (vocational) nurse under the supervision of a registered nurse, to be safe and effective. In determining whether a service requires the skills of a nurse, consider both the inherent complexity of the service, the condition of the patient, and accepted standards of medical and nursing practice.

Special Accommodations Unit: A designated unit within an acute care hospital which has concentrated all facilities, equipment, and supportive services for the provision of an intensive level of care for critically ill patients, including neonatal intensive care and cardiac intensive care that is not critical care.

Specialty Pharmacy: A retail pharmacy contracted with and designated by Capital to dispense specialty oral and injectable prescription drugs. A specialty pharmacy may receive prescription orders through the mail or other means and may ship specialty prescription drugs to members via the United States Postal Service, United Parcel Service, or other delivery service.

Specialty Prescription Drugs: Biotech and other self-administered prescription drugs that are covered under a prescription drug benefit typically used in the treatment of complex and potentially life-threatening illnesses. These biopharmaceutical medications require sensitive handling and special storage.

Subscriber: A person whose employment or other status, except for family dependency, is the basis for eligibility for enrollment for coverage under the group contract, who enrolled under the group contract by submitting an enrollment application to Capital and for whom such enrollment application has been accepted by Capital. Subscriber may include, without limitation, a retiree. A subscriber is also a member.

Substance Abuse: Substance abuse is the use of alcohol or other drugs at dosages that place a member’s social, economic, psychological, and physical welfare in potential hazard, or endanger public health, safety, or welfare. Benefits for the treatment of substance abuse includes detoxification and rehabilitation.

NOTE: Under a Pennsylvania statute known as Act 106 of 1989 (“Act 106”), 40 P.S. §§ 908-1 to 908-8, some benefits for substance abuse services are not subject to clinical management or a determination of medical necessity for a certain period of treatment under some circumstances and subject to certain limitations. To determine whether or not Act 106 applies to the benefits for substance abuse services you seek, please refer to the phone numbers located on your identification card.

This law limiting clinical management of substance abuse services under certain circumstances applies only to the minimum benefits required by law, and does not apply to treatment received at a facility located outside of Pennsylvania –even if that facility is a Capital participating provider – or at a facility that is located in Pennsylvania but is not licensed by the Pennsylvania Department of Health or Pennsylvania’s Department of Drug and Alcohol Programs at the time of treatment.

Substance Abuse Treatment Facility: A provider licensed and approved by the state in which it provides health care services, or as otherwise approved by Capital and which primarily provides non-residential detoxification and/or rehabilitation treatment for substance abuse. This facility must also meet all applicable standards set by the state in which health care services are received.
Definitions

**Surgery:** The performance of operative procedures, consistent with medical standards of practice, which physically changes some body structure or organ and includes usual and related pre-operative and post-operative care.

**Telehealth Visit:** An interaction between a member and facility provider, professional provider or other provider for the purpose of providing covered services conducted by means of the internet or similar electronic communications for the treatment of acute conditions and services that do not require a hands-on physician examination.

**Totally Disabled (or Total Disability):** A condition resulting from disease or injury in which, as determined by Capital’s Medical Director:

- the individual is unable to perform the substantial and material duties of his/her regular occupation and is not in fact engaged in any occupation for wage or profit; or
- if the individual does not usually engage in any occupation for wage or profit, the member is substantially unable to engage in the normal activities of an individual of the same age and sex.

**Urgent Care:** Medical care for an unexpected illness or injury that does not require emergency services but which may need prompt medical attention to minimize severity and prevent complications.

**Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

**Ward:** A child for whom the subscriber or subscriber’s spouse has been granted legal custody by a court of competent jurisdiction.