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## BLUECARE EPO SILVER PLUS 5 NON-GROUP CONTRACT

This contract describes the benefits provided by Blue Cross and Blue Shield of Kansas, Inc. (herein called "Blue Cross and Blue Shield of Kansas" or "the Company") Topeka, Kansas, and the exclusions and limitations. This contract is guaranteed to be renewable by the Insured and cannot be cancelled by Blue Cross and Blue Shield of Kansas except for specified situations described in the Uniform Policy Provisions and General Information section of this contract.

This contract begins at 12:01 a.m. Central Time on the date this coverage becomes effective for the Insured. It ends, subject to the grace period, at 12:01 a.m. Central Time on the last day the Insured is entitled to coverage under the terms of this contract.

GROUP NAME: |CA-GROUP-NAME-FMT|  
GROUP NUMBER: |GROUP NUMBER|  
ISSUED TO: |CA-SUB-NAME-FMT|  
IDENTIFICATION NUMBER: |MEMBER ID|

### NOTICE OF 10-DAY RIGHT TO EXAMINE CONTRACT

**Within 10 days after delivery to You, this contract may be returned if You are not satisfied with it for any reason. Upon return, any premiums paid will be returned and claims received by the Company for any services incurred are Your financial responsibility.**

EPO plans cover health care services only when provided by a doctor or facility who participates in the network. If You receive services from an out-of-network doctor or other health care provider, You will have to pay all of the costs for the services, except that emergency services must be covered regardless of whether they are delivered by a participating provider.

You have specific consumer rights regarding internal and external appeals. Our complete appeals procedure process is available in Spanish. To request a Spanish version of the appeals process, please call our Customer Service number on the back of your member Identification Card.

Usted tiene derechos específicos como consumidor con relación a las apelaciones internas y externas. Nuestro proceso completo para el procedimiento de apelaciones está disponible en español. Para solicitar una versión en español del proceso de apelaciones, llame a nuestro número de Servicio al cliente que se encuentra en la parte posterior de su tarjeta de identificación del afiliado.

Form EX-0227 1/26

## Women's Health Care and Cancer Rights Act (WHCRA) Notice

In accordance with the requirements of WHCRA and K.S.A. 40-2,166 Blue Cross and Blue Shield of Kansas is notifying You of the following coverage mandated by state and federal law. When the need for such benefits is determined by the insured and the insured's attending physician, benefits include the following:

- Reconstruction of the breast on which a mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and treatments for physical complications of all stages of mastectomy, including lymphedemas.

Normal Deductible, Coinsurance or Copayment amounts applicable to Your health coverage are also applicable to these benefits.

### What's Available To You:

The following information is either provided to You as an insured, or is available to You upon request:

- A complete description of the health care services, items and other benefits to which You are entitled.
- A complete description of limitations, exceptions and exclusions of Your health benefit plan.
- A listing of contracting providers, their business addresses, telephone numbers, availability and any network limitations.
- A notification in advance of any changes in the health benefit plan which either reduces coverage or benefits, or increases the cost of the plan.
- A description of the appeal procedures available under the health benefit plan and Your rights regarding termination, disenrollment, nonrenewal or cancellation of coverage.

### Supplemental Endorsement

The Company offers savings and well-being programs collectively called HealthyOptions. These programs are not insurance and are offered at no additional cost. You may refer to Your BlueAccess account for additional details.

The Company offers additional discounts through a Prescription Drug savings program. These programs are not insurance and are being offered at no additional cost.

These programs are made possible through arrangements with various providers and vendors. Changes in these arrangements and/or their discontinuance may occur in the future at the discretion of the Company.

Privacy of financial and health information is of concern to all of us and in response to these concerns, the federal government has required states to adopt laws that require insurance companies to explain their privacy practices. These laws are commonly known as HIPAA (privacy) and Gramm-Leach-Bliley (financial). Our Notice of Privacy Practices for health and financial information is available on our website at [bcbsks.com/help/legal\\_privacy](http://bcbsks.com/help/legal_privacy).

Our privacy practices for "non-public personal financial information" are also set out below. We want to assure You that we take Your privacy concerns seriously and join with Your lawmakers in believing this disclosure of such practices is a good idea.

## OUR PRIVACY PRACTICES REGARDING FINANCIAL INFORMATION

Blue Cross and Blue Shield of Kansas has the following practices regarding nonpublic personally identifiable financial information with respect to our customers.

The nonpublic personal financial information we collect consists of information You provide in applications or enrollment forms (such as name, address, social security number, telephone number) or changes in that information You submit to us and whether You hold other health coverage.

We collect such information from the following sources:

- Information we receive from You on applications or other forms;
- Information about Your transactions with us and our affiliate;
- Information we receive from others, if You hold duplicate coverage subject to coordination with coverages we issue or administer.

We do not disclose such information about our customers or former customers to anyone except:

- We disclose such information as permitted by law. Examples of disclosures we make which are permitted by law include disclosures of the fact of enrollment (a type of personally identifiable financial information) collected by one affiliate to the other, disclosures to persons providing services to us necessary to adjudicate claims, and disclosures to health care providers allowing such providers to determine Your eligibility for coverage.
- We may disclose Your name, address and telephone number which we receive from You on Your applications or other forms to companies that perform customer satisfaction or other surveys on our behalf. Such companies have agreed not to redisclose such information to others.

We restrict access to nonpublic personal financial information about You to those employees who need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards to guard Your personal financial information.

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## DEFINITIONS

This section lists definitions of terms that may be used throughout this document. Inclusion of a definition does not imply coverage. To determine if a specific service is covered under Your benefits, refer to the Covered Services and General Exclusions sections.

### A. Definitions

1. **Accidental Injury:** an unintended injury to Your body caused through external means. "Accidental Injury" does **not** include: injuries that occur before the date from which You have had continuous coverage with the Company; disease or infection (except for infection that occurred from an accidental cut or wound); hernia; injuries to the teeth caused by biting or chewing.
2. **Benefit Period:** the length of time during which a benefit is paid.
3. **Blue Cross Company and/or Blue Shield Company:** the Company and any other corporation approved or licensed by the Blue Cross Blue Shield Association to use the registered service marks and names.
4. **Brand:** a Prescription Drug that is or has been marketed under patent protection.
5. **Coinsurance:** the percentage of the allowable charge You pay for covered services per Benefit Period.
6. **Company:** Blue Cross and Blue Shield of Kansas.
7. **Company Service Area:** the State of Kansas except Johnson and Wyandotte Counties.
8. **Compound Drug:** prescription medication that is manufactured by a Pharmacy when no suitable commercial alternative is available, and for which the sole purpose is to prepare a Medically Necessary dosage form.
9. **Contracting Provider:** an Eligible Provider who has entered into a Contracting Provider Agreement with the Company.
10. **Convalescent Care, Custodial/Maintenance Care or Rest Cures:** treatment or services, regardless of by whom recommended or where provided, in which the service could be rendered safely and reasonably by self, family, or other caregivers who are not Eligible Providers. The purpose of the services is designed mainly to help the patient with daily living activities, to maintain their present physical and mental condition, or to provide a structured or safe environment.
11. **Copayment:** a fixed amount of the allowable charge You pay for:
  - a. each applicable covered service, or
  - b. a covered Prescription Drug each time Your Prescription Order is filled or refilled.
12. **Cost Sharing:** Your out-of-pocket costs related to covered services which include, but are not limited to, Deductibles, Coinsurance and/or Copayments, or similar charges.
13. **Credible Evidence:** scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations or consensus among experts.
14. **Deductible:** a fixed amount of the allowable charge You pay for covered services per Benefit Period.
15. **Designated Type 2 Diabetes Treatment Provider:** the Eligible Provider designated by the Company whom You may receive benefits from for type 2 diabetes treatment which consists of highly individualized medical-nutritional therapy delivered by the Designated Type 2 Diabetes Treatment Provider.
16. **Diabetic Supplies:** supplies used exclusively with diabetic management, including but not limited to syringes, needles, lancet devices and lancets, test strips and control solutions, continuous glucose monitors and supplies, and calibration strips.
17. **Eligible Provider:** any of the following providers when services provided are within the scope of the licensure of the provider. **NOTE:** Providers recognized by Medicare as Independent Diagnostic Testing Facilities (IDTFs) are not considered Eligible Providers unless they meet the applicable criteria as set out in the definitions below.
  - a. **Ambulance Service:** any form of transportation specially designed, equipped, and intended to be used for the purpose of transporting ill or injured persons and is operated according to state and local laws which control the issuing of valid licenses or permits for the operation of an Ambulance Service.
  - b. **Ambulatory Surgical Center:** a facility that meets all of the following criteria:
    - (1) is licensed by the proper licensing agency as an Ambulatory Surgical Center
    - (2) is not a part of a Hospital

- (3) provides hospital-type services for Outpatient surgery
- c. **Eligible Providers for Telemedicine:**
  - (1) Advanced Practice Registered Nurse (APRN)/Advanced Registered Nurse Practitioner (ARNP) or Physician Assistant (PA) under the direct supervision of a licensed physician
  - (2) Audiologist (AUD)
  - (3) Doctor of Medicine (MD) or Doctor of Osteopathy (DO)
  - (4) Providers licensed, registered, certified, or otherwise authorized to practice by a behavioral sciences regulatory board
  - (5) Speech-Language Pathologist (SLP)
- d. **Free-Standing Birthing Center:** a facility licensed by the Kansas Department of Health and Environment that performs uncomplicated normal/routine (i.e., non-cesarean) deliveries of newborns.
- e. **Free-Standing Cardiac Catheterization Laboratory:**
  - (1) A facility approved by Medicare to perform diagnostic cardiac catheterization procedures
  - (2) Performs only diagnostic cardiac catheterization procedures
  - (3) Does so in a non-Hospital outpatient setting
- f. **Free-Standing Dialysis Center:** a facility approved by Medicare to perform dialysis and related services.
- g. **Free-Standing Imaging Center:** a facility operated by a licensed physician and approved by Medicare to perform specialized diagnostic and radiologic tests.
- h. **Free-Standing Sleep Center/Laboratory:** a facility that only performs sleep studies.
- i. **Home Health Agency:** a public agency or private organization which is primarily engaged in providing Skilled Nursing Care services and other therapeutic services in the patient's place of residence that is licensed pursuant to the pertinent state and local authority and is certified by Medicare. The Medicare certification requirement does not apply to pediatric home health agencies.
- j. **Hospital:** any of the following types of institutions:
  - (1) The acute care, psychiatric, rehabilitation and long-term acute care sections of a licensed general hospital
  - (2) Other facilities licensed by their state of operation as a hospital that provide acute care services
  - (3) Licensed privately operated psychiatric hospitals
  - (4) Health care institutions operated by the State of Kansas or the United States government
 Hospital does **not** include any of the following, even if licensed as a hospital:
  - (1) Ambulatory Surgical Centers
  - (2) Clinics
  - (3) Practitioner's offices
  - (4) Facilities that are primarily for the care of convalescents
  - (5) Health resorts
  - (6) Nursing homes
  - (7) Private homes
  - (8) Residential or transitional living centers
  - (9) Residential treatment centers or similar facilities
  - (10) Rest homes
  - (11) Skilled Nursing Facilities
- k. **Independent Diagnostic Testing Facility (IDTF):** eligible only for ambulatory event monitors, mobile cardiac outpatient telemetry and nerve conduction studies.
- l. **Independent Laboratory:** a medical laboratory that is CLIA-certified Medicare to perform diagnostic and/or clinical tests and is independent of an Institutional Provider or a Professional Provider's office.
- m. **Institutional Provider:** a Hospital, Medical Care Facility or Ambulatory Surgical Center.

- n. **Medical Care Facility:** a facility that is not a Hospital (see definition) but that is: an alcoholic treatment facility, a drug abuse treatment facility, or a community mental health center. To qualify as a Medical Care Facility, the facility must also be licensed by the State of Kansas to provide diagnosis and/or treatment of a Mental Illness or Substance Use Disorder.
- o. **Professional Provider (Practitioner):** any of the following health practitioners licensed or certified to provide health services in the state of Kansas, or equivalent practitioners licensed or certified in the state in which covered services are received:
- (1) Advanced Registered Nurse Practitioner (ARNP)/Advanced Practice Registered Nurse (APRN)
  - (2) Any of the following when authorized to engage in private, independent practice under the laws of the state in which covered services are received:
    - (a) Licensed Clinical Marriage and Family Therapist (LCMFT)
    - (b) Licensed Clinical Professional Counselor (LCPC)
    - (c) Licensed Clinical Psychotherapist (LCP)
    - (d) Licensed Marriage and Family Therapist (LMFT)
    - (e) Licensed Professional Counselor (LPC)
    - (f) Licensed Specialist Clinical Social Worker (LSCSW)
  - (3) Athletic Trainer (AT)
  - (4) Audiologist (AUD)
  - (5) Autism Specialist or Intensive Individual Service Provider as defined by the Kansas Department for Aging and Disability Services
  - (6) Certified Diabetes Educator (CDE)
  - (7) Certified Nurse-Midwife
  - (8) Certified Registered Nurse Anesthetists (CRNA)
  - (9) Doctor of Chiropractic (DC)
  - (10) Doctor of Dental Surgery (DDS)
  - (11) Doctor of Medicine (MD)
  - (12) Doctor of Optometry (OD)
  - (13) Doctor of Osteopathy (DO)
  - (14) Doctor of Podiatric Medicine (DPM)
  - (15) Licensed Acupuncturist (LAC)
  - (16) Licensed Addiction Counselor (LAC)
  - (17) Licensed Bachelor's Social Worker (LBSW)
  - (18) Licensed Dental Hygienist (LDH)
  - (19) Licensed Dietitian (LD)
  - (20) Licensed Master's Level Addiction Counselor (LMAC)
  - (21) Licensed Master's Level Psychologist (LMLP)
  - (22) Licensed Master's Social Worker (LMSW)
  - (23) Licensed Mental Health Technician (LMHT)
  - (24) Licensed Naturopathic Doctor (LND)
  - (25) Licensed Physical Therapist (LPT)
  - (26) Licensed Practical Nurse (LPN)
  - (27) Licensed Radiological Technologist (LRTC)
  - (28) Licensed Respiratory Therapist (LRT)
  - (29) Occupational Therapist (OT)
  - (30) Oral Surgeon

- (31) Physician Assistant (PA)
- (32) Psychologist licensed to practice under the laws of the state in which covered services are received
- (33) Registered Nurse (RN)
- (34) Registered Pharmacist (RPH)
- (35) Speech-Language Pathologist (SLP)
- p. **Residential Treatment Center:** a facility which provides 24-hour care for Mental Illness or Substance Use Disorders and is licensed to provide Covered Services by the state in which it is located.
- q. **Other Eligible Providers** (as limited herein):
  - (1) Adjunct Providers: only the following providers that perform Covered Services under the direction of a Professional Provider:
    - (a) Certified Occupational Therapy Assistant
    - (b) Certified Physical (Therapy) Therapist Assistant
  - (2) Ancillary Provider: a Home Medical Equipment Supplier, an Independent Laboratory, an Air Ambulance, or a Specialty Pharmacy located outside the Company Service Area.
  - (3) Home Medical Equipment Supplier
  - (4) Hospice: a Medicare Certified organization or agency providing comprehensive, continuous Outpatient and home-like Inpatient care for terminally ill patients and their families and is licensed to practice under the laws of the state in which covered services are received.
  - (5) Infusion Therapy Providers licensed to provide infusion therapy in the state in which services are received, e.g., infusion suites, home infusion therapy providers.
  - (6) Licensed electrologist to provide hair removal services, when determined to be Medically Necessary, to treat tissue donor sites as part of genital reconstructive surgery for the treatment of gender dysphoria.
  - (7) Methadone Clinic: a clinic that is certified by SAMHSA (Substance Abuse and Mental Health Services Administration), licensed by the state in which they operate, accredited by a SAMHSA-approved accrediting body such as CARF International, Council on Accreditation, or The Joint Commission, and registered with the DEA (Drug Enforcement Agency) to provide methadone treatment as part of an opioid treatment program.
  - (8) Orthopedic/Prosthetic Device Supplier
  - (9) Specialty Pharmacy for dispensing Specialty Prescription Drugs eligible for coverage under the Comprehensive Program

18. **Experimental or Investigational:** refers to the status of a drug, device, medical treatment or procedure:
- a. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished and the drug or device is not Research-Urgent as defined in these Definitions except for Prescription Drugs used to treat cancer when the Prescription Drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature.
  - b. If Credible Evidence shows that the drug, device, medical treatment or procedure is the subject of ongoing phase I, II, III, or IV clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis and the trials are not Research-Urgent as defined in these Definitions except for Prescription Drugs used to treat cancer when the Prescription Drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature.
  - c. If Credible Evidence shows that the consensus among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with the standard means of treatment or diagnosis and the trials are not Research-Urgent as defined in these Definitions except for Prescription Drugs used to treat cancer when the Prescription Drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature.

d. If there is no Credible Evidence available that would support the use of the drug, device, medical treatment or procedure compared to the standard means of treatment or diagnosis except for Prescription Drugs used to treat cancer when the Prescription Drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature.

19. **Formulary:** a list of Prescription Drugs reviewed and updated by a Pharmacy and Therapeutics Committee. The Formulary is subject to periodic review and modification. The Formulary name is located on the back of Your Identification Card.

The Formulary applies only to Prescription Drugs covered under the Prescription Drug Program. The Formulary does not apply to Inpatient medications or to medications administered by a Professional Provider. The level of benefits You receive under the Prescription Drug Program will be affected by a Prescription Drug's placement on the Formulary.

20. **Generic:** a Prescription Drug that: a) is equivalent to a Brand Drug; b) is available after the patent on that Brand Drug has expired and c) is available from more than one source. Equivalent means therapeutic equivalent as determined by the U.S. Food and Drug Administration.

21. **Habilitative Services:** health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

22. **Identification Card:** a card issued to identify You as an Insured of the Company.

23. **Inpatient:** a setting where services are provided when You have been admitted to a Hospital or Medical Care Facility.

24. **Insured:** the person named on the Identification Card.

Insured also means the following persons that have been duly enrolled in the Company's records according to the specifications set forth in the Enrollment and Effective Dates section:

- a. The spouse of the Insured; and
- b. Each dependent of the Insured or the Insured's spouse, by birth, adoption, legal guardianship, or court-ordered custody to the age of 26.

Insured does not refer to persons who have been voluntarily disenrolled by the person named on the Identification Card.

25. **Intensive Care Unit:** a specialized room or area or section in a Hospital which includes:

- a. Beds in a distinctly identifiable unit that are used only for critically ill or injured patients
- b. A separate nursing staff, with a qualified Registered Nurse in 24-hour attendance while the unit is occupied ("Qualified" means the nurse has had special training in intensive care nursing.)
- c. Special supplies and equipment needed to care for critically ill or injured patients

26. **Mail Order Pharmacy:** an establishment that is registered or licensed in the state in which it is domiciled, from which Prescription Drugs are dispensed by a Pharmacist, which has entered into a written agreement to provide Prescription Drugs to Insureds of the Company who are eligible under this Program, and which has been separately identified to Insureds in a directory or through some other means. The Mail Order Pharmacy, after receiving and processing Your Prescription Order, will deliver the Prescription Drugs through a parcel delivery service company.

27. **Medical Emergency:** a sudden and, at the time, unexpected onset of a health condition that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect to require immediate medical attention, where failure to provide medical attention would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person's health in serious jeopardy. Medical Emergency does not include the onset of a health condition while an Inpatient. A health condition is no longer considered a Medical Emergency once stabilization (i.e., no material deterioration of the health condition is likely to result from a transfer or during a transfer) has occurred.

28. **Medically Necessary:** a service or supply that is:

- a. performed, referred, and/or prescribed by a duly licensed provider; and
- b. provided in the most appropriate setting and consistent with the diagnosis and treatment of the Insured's condition; and
- c. in accordance with the current generally accepted standards of medical practice in the United States based on credible scientific evidence; and

- d. not primarily for the convenience of the patient, physician or other health care provider; and
  - e. not more costly than an alternative service or supply or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the Insured's illness, injury or disease.
29. **Medicare:** Title XVIII of the Social Security Act as amended now and in the future, any rules and regulations authorized by any agency authorized to administer that Act.
  30. **Mental Illness or Substance Use Disorder:** a disorder specified in the Diagnostic and Statistical Manual of the American Psychiatric Association IV (1994). This does not include any condition or problem that is designated in the DSM IV (1994) as a focus of clinical attention.
  31. **Network Provider:** an Eligible Provider who is a Contracting Provider within the SolutionsCAP or SolutionsChoice networks.
  32. **Non-Contracting Provider:** an Eligible Provider who has not entered into a Contracting Provider Agreement with the Company.
  33. **Out-of-Network Provider:** an Eligible Provider who is either:
    - a. a Non-Contracting Provider; or
    - b. a Contracting Provider not within the SolutionsCAP or SolutionsChoice network.
  34. **Out-of-Pocket Maximum:** the total amount of applicable Cost Sharing under the Comprehensive Program, Prescription Drug Program and/or Mail Order Prescription Drug Program for which You are responsible per Benefit Period. If You are enrolled in a Dental Care Program, the applicable dental Cost Sharing amounts do not apply to this Out-of-Pocket Maximum. The Out-of-Pocket Maximum never includes Your premium, balance-billed charges, or health care Your health insurance or plan doesn't cover.
  35. **Outpatient:** a setting where provided services are received other than as an Inpatient in a Hospital or Medical Care Facility. These settings include, but are not limited to, the Outpatient department of a Hospital, an Ambulatory Surgical Center, a clinic or a Professional Provider's office.
  36. **Palliative Care:** treatment directed at controlling pain, relieving other physical and emotional symptoms and focusing on the special needs of the patient with life-limiting illnesses as well as their families, rather than treatment aimed at investigation and intervention for the purpose of cure or prolongation of life.
  37. **Pharmacist:** a person registered or licensed under that individual's State laws to dispense Prescription Drugs and/or administer vaccines and immunizations.
  38. **Pharmacy:** an establishment, registered or licensed, where Prescription Drugs are dispensed by a Pharmacist. Pharmacies are further classified as:
    - a. **Contracting Pharmacy or Network Pharmacy:** a Pharmacy which has entered into a written network participation agreement with the Company and/or a Pharmacy Benefit Manager.
      - (1) **Contracting Extended Supply Network (ESN) Pharmacy:** a Pharmacy which has entered into a written agreement with the Company and/or a Pharmacy Benefit Manager (PBM) to provide 90 day supplies of covered Prescription Drug products.
      - (2) **Vaccine Network Pharmacy:** a Pharmacy which has entered into a written network participation agreement with the Company and/or a Pharmacy Benefit Manager specifically to administer vaccines and immunizations.
    - b. **Non-Contracting Pharmacy:** a Pharmacy which has not entered into a written network participation agreement with the Company or Pharmacy Benefit Manager.
    - c. **Specialty Pharmacy:** a Pharmacy that dispenses Specialty Prescription Drugs.
      - (1) **Contracting Specialty Pharmacy or Network Specialty Pharmacy:** a Pharmacy which has entered into a written network participation agreement with the Company and/or a Pharmacy Benefit Manager to provide Specialty Prescription Drugs.
      - (2) **Designated Specialty Pharmacy:** the Specialty Pharmacy designated by the Company from which You may receive benefits for Specialty Prescription Drugs.
  39. **Pharmacy Benefit Manager (PBM):** an entity with which the Company contracts for the provision of administrative, utilization review and network services for the covered drug and supplies under this Program.
  40. **Pharmacy and Therapeutics (P & T) Committee:** an independent committee, including but not limited to practicing physicians in various medical specialties and Pharmacists. This committee reviews scientific literature and reports, consults with other health care professionals, and uses their expertise to determine which medications should be added to or deleted from the Formulary. This committee evaluates drugs for safety, efficacy (ability in treating a disease or symptoms), and cost effectiveness.

41. **Prescription Drug:** a drug approved for general use in the United States by the U.S. Food and Drug Administration, assigned a National Drug Code (NDC) number and dispensed in compliance with federal or state laws pursuant to a Prescription Order or refill, and approved by Pharmacy Benefit Manager and/or Pharmacy and Therapeutics Committee. The P & T Committee has up to 180 days to determine a Prescription Drug status on the Formulary.
42. **Prescription Order:** the request Your Practitioner may legally issue for a Prescription Drug.
43. **Prior Authorization or Precertification:** the process of determining whether certain services, supplies or Prescription Drugs are Medically Necessary based on criteria established by the Company.
44. **Qualified Health Plan (QHP):** for purposes of this contract only, any individual health plan certified as such by the federal Marketplace OR any other individual health plan certified by a state as meeting the federal certification criteria.
45. **Rehabilitation Services:** therapies that, when provided in an Inpatient or Outpatient setting, are designed to restore physical functions following an Accidental Injury or an illness.
46. **Research-Urgent:** a drug, device, medical treatment or procedure that is otherwise excluded by this contract as Experimental or Investigational (see Definitions and General Exclusions) but meet all the following criteria:
  - a. It is therapeutic (not diagnostic or supportive) treatment used to directly improve health outcomes for a condition that is either life threatening or severely and chronically disabling and that has a poor prognosis with the most effective conventional treatment.
    - (1) For purposes of Research-Urgent Benefits a condition is considered life threatening if it has a substantial probability of causing premature death and all other conventional treatments have failed.
    - (2) For purposes of Research-Urgent Benefits a condition is considered severely and chronically disabling if the individual with the condition is unable to perform even the functions that are required for daily life and if the severe disability is not expected to improve with the most effective conventional treatment.
  - b. There is Credible Evidence that the treatment may provide a clinically significant and substantial improvement in net health outcome compared to the most effective conventional treatment, or where conventional treatment has failed or is not medically appropriate.
  - c. Regardless of funding source, the drug, device, medical treatment or procedure is available to the Insured seeking it and will be provided within a well-designed clinical trial conducted by the National Institute of Health, Inc. or by an institution or entity which the protocol for the drug, device, medical treatment or procedure has been approved by an Institutional Review Board that is in compliance with the ethical principles in: (a) The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research or the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research, or (b) other appropriate ethical standards recognized by federal departments and agencies that have adopted the Federal Policy for the Protection of Human Subjects.
47. **Services Not Available In-Network:** those covered services for which there are no Network Providers available to provide the service.
48. **Skilled Nursing Care:** direct observation, direct care, management, education or treatment performed by a Registered Nurse, Licensed Practical Nurse or licensed vocational nurse.
49. **Skilled Nursing Facility:** a facility certified by Medicare as a Skilled Nursing Facility.
50. **Sound Natural Tooth:** a tooth that is whole or properly restored; is without advanced periodontal disease and is not in need of the treatment provided for any reason other than an Accidental Injury.
51. **Specialty Prescription Drug:** Prescription Drugs or classes of Prescription Drugs that are designated by the Company as Specialty Prescription Drugs. These include, but are not limited to, drugs that are self-administered by injection, inhaled or taken orally; drugs that may require special handling and storage; drugs that may require strict compliance and patient support; and drugs that may be available through limited distribution arrangement. The list of Specialty Prescription Drugs is on the Formulary. To find this list, go to [bcbsks.com](http://bcbsks.com) and log in to Your BlueAccess account. You may also contact Customer Service at the telephone number listed on Your Identification Card.
52. **Telemedicine (telehealth):** the delivery of healthcare services or consultations while the Insured is at an originating site and the healthcare provider is at a distant site. Telemedicine may be provided by means of real-time two-way interactive audio, visual, or audio-visual communications, including the application of secure video conferencing or store-and-forward technology to provide or support healthcare delivery, that facilitate the assessment, diagnosis, consultation, treatment, education, and care management of an Insured's healthcare. Telemedicine does not include communications between healthcare providers that

consist solely of telephone voice-only conversations, emails, or facsimile transmissions, or communications between a physician and an Insured that consists solely of emails or facsimile transmissions.

- a. **Designated Telemedicine Provider:** the Eligible Provider contracting with the Telemedicine entity designated by the Company. Visit [bcbsks.com/health-and-wellness/telehealth](http://bcbsks.com/health-and-wellness/telehealth) to determine the Company's Designated Telemedicine Provider.

53. **You or Your:** refer to the definition of Insured.

SAMPLE

## ENROLLMENT AND EFFECTIVE DATES

In order to enroll or make a change due to any of the events listed below, a qualified individual or Insured must notify the Company within 60 days of a triggering event. This may require the submission of a change form. The addition of new Insureds due to one of these triggering events may require a change in coverage type and/or additional premiums.

### A. Open Enrollment

Qualified individuals and Insureds may enroll in or change from one QHP to another during annual open enrollment periods established by Health and Human Services. Effective dates are established by Health and Human Services.

### B. Special Enrollment

Triggering Events Effective on the First of the Month Following the Event

1. Qualified individuals may enroll in Your Qualified Health Plan (QHP) or a QHP of their choosing as a result of the following triggering event:
  - a. Adding a dependent or becoming a dependent through marriage.  
Note: The Insured may not change their current QHP due to adding a dependent.
2. Qualified individuals and Insureds may enroll in or change from one Qualified Health Plan (QHP) to another as a result of the following triggering events:
  - a. Loss of minimum essential coverage
  - b. Adding a dependent or becoming a dependent through marriage
  - c. Gaining access to new QHPs as a result of a permanent change of address. You must have minimum essential coverage for one or more days in the 60 days prior to the move unless moving from a foreign country or a United States territory.
  - d. Enrollment or non-enrollment in a QHP is unintentional, inadvertent or erroneous and is the result of the error, misrepresentation or inaction of an officer, employee or agent of the Health Insurance Marketplace (Exchange) or Health and Human Services or its instrumentalities as evaluated and determined by the Exchange
  - e. A QHP enrollee adequately demonstrates to the Exchange the QHP in which that person is enrolled substantially violated a material provision of its contract in relation to that enrollee
  - f. Becoming newly eligible for advance premium tax credits or Cost Sharing reductions
  - g. An individual enrolled in any non-calendar year group health plan or individual health insurance coverage will qualify for Special Enrollment, even if the qualified individual or dependent has the option to renew such coverage
  - h. An individual, who was not previously a citizen, national or lawfully present individual gains such status
  - i. An Indian may enroll in a QHP or change from one QHP to another one time per month
  - j. Meeting other exceptional circumstances as the Exchange may provide

Triggering Events Effective on the Date of the Event

1. Adding a dependent through birth, adoption or placement for adoption
  - a. Advance premium tax credits and Cost Sharing reductions, if applicable, are not effective until the first day of the following month, unless the birth, adoption, or placement for adoption occurs on the first day of the month.
  - b. Insured only coverage: If the current coverage provides benefits for only one parent of the newborn child, coverage must be changed to a type which provides benefits for dependent children within 60 days of a triggering event, in order for the newborn child's coverage to continue beyond the initial 48 or 96 hour period.  
Covered services received by the child within the initial 48 or 96 hour period will be treated as though they were services received by the parent Insured.
  - c. Two or more Insureds coverage: A newborn, an adopted child (regardless of age) or a child placed in the Insured's home by a child placement agency, as defined by state law for the purpose of adoption, is covered as follows, if the type of coverage is for two or more Insureds. Coverage is effective and provided without charge for 31 days beginning on the date of birth for:
    - (1) natural newborns

(2) newborns for which the petition for adoption has been filed within 31 days following birth

Exception: If the petition of adoption is filed after 31 days of birth, coverage will be effective the date the petition for adoption was filed and provided without charge for 31 days.

(3) newborns placed in the Insured's home within 31 days following birth

Exception: If a child is placed after 31 days of birth, coverage will be effective the date of placement and provided without charge for 31 days.

SAMPLE

## COMPREHENSIVE PROGRAM

To receive benefits from Your coverage, You must use a Network Provider. However, payment will be made at the Network Provider level of benefits for services provided by an Out-of-Network Provider when the services are provided for a Medical Emergency or a Medically Necessary service not available by a Network Provider. The Company will provide the Insured with listings of the Network Providers in the Company Service Area. The Company has no obligation to advise the Insured of the applicability of additional payment provisions for use of an Out-of-Network Provider during the course of pre-authorization or otherwise. The Insured is responsible for choosing their providers of health care services.

### No Surprises Act:

- a. **Continuity of Care:** In the event You are receiving continuity of care as described in the No Surprises Act, Your benefits will be the same as if the services were provided by a Contracting Provider for a period of 90 days or Your episode of care ends, whichever comes first.
- b. **Cost Sharing:** Cost Sharing for out of network emergency services, air ambulance services, or services provided by an out of network provider at an in-network facility is set based on State and Federal regulations. Cost Sharing for these services will change year to year. For the most up to date information, please visit [bcbsks.com/latest-news/no-surprises-act](https://bcbsks.com/latest-news/no-surprises-act).

### A. Benefits for Network Providers

1. **Benefit Period:** The 12 month period beginning on |BP-MONTH-FMT| 1, |BP-YEAR-FMT|.

### B. Covered Services

All services covered under this Program are payable at 100% of the allowable charge.

1. **Emergency Room Services**
2. **Home or Office Visits**
3. **Inpatient Hospital Services (includes all Inpatient medical and Mental Health Services)**
4. **Preventive Health Benefits:** In a manner consistent with 42 U.S.C. 300gg-13, each Insured is eligible to receive the following preventive services paid at 100% of the allowable charge when received from a Network Provider for preventive (i.e., not diagnostic or treatment) purposes, applicable hereunder. Benefits include:
  - a. Evidence-based items, Prescription Drugs or services that have in effect, a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force;
  - b. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved;
  - c. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
  - d. With respect to women, such additional preventive care and screenings not described in item (a) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration for purposes of this paragraph (including breast cancer screening and mammography screenings).

A list of the preventive services covered under this section is available on our website at [bcbsks.com](https://bcbsks.com) or will be mailed to You upon request. You may request the list by calling the Customer Service number on Your Identification Card. If there is a new recommendation or guideline in any of the resources described above, the Company will have at least one year to implement coverage.

5. **Childhood Immunizations:** Benefit payments will be made at 100% of the allowable charge for a covered newborn from birth to 72 months of age for the following immunizations: at least five doses of vaccine against diphtheria, pertussis, tetanus; at least four doses of vaccine against polio and Haemophilus B (Hib) and three doses of vaccine against Hepatitis B; two doses of vaccine against measles, mumps and rubella; one dose of vaccine against varicella; and such other vaccines and dosages as may be prescribed by the secretary of health and environment.
6. **Immunizations and Injections**
7. **Outpatient Laboratory, Radiology and Imaging Services**
8. **Outpatient Rehabilitation (Physical, Speech, Occupational, Respiratory and Cardiac) Services:** Speech therapy is limited to one service per day up to a maximum benefit of 90 daily services per Insured per Benefit Period. Any services for Mental Illness or Substance Use Disorders will apply to the maximum limit. Once the maximum is met, any services for Mental Illness or Substance Use Disorders will continue to be subject to the Cost Sharing for this service.

9. **Outpatient Habilitative (Physical, Speech, Occupational and Respiratory) Services**
10. **Outpatient Surgery Physician/Surgical Services**
11. **Outpatient Facility Fee, Ambulatory Surgical Center**
12. **Mental Illness or Substance Use Disorders**
13. **Diabetic Education**
14. **Telemedicine**

**C. Benefits for Out-of-Network Providers**

1. **Benefit Period:** The 12 month period beginning on [BP-MONTH-FMT] 1, [BP-YEAR-FMT].

**D. Covered Services**

No benefits are available for Out-of-Network Providers except for Medical Emergency Services and Childhood Immunizations.

1. **Medical Emergency Services** are payable at 100% of the allowable charge.
2. **Childhood Immunizations:** Benefit payments will be made at 100% of the allowable charge for a covered newborn from birth to 72 months of age for the following immunizations: at least five doses of vaccine against diphtheria, pertussis, tetanus; at least four doses of vaccine against polio and Haemophilus B (Hib) and three doses of vaccine against Hepatitis B; two doses of vaccine against measles, mumps and rubella; one dose of vaccine against varicella; and such other vaccines and dosages as may be prescribed by the secretary of health and environment.

**E. General**

1. All coverage under this section is subject to the service having been ordered by a Professional Provider with the legal authority to order such service, furnished or performed and billed for by an Eligible Provider with the legal authority to provide such service and is Medically Necessary.
2. You have the right to select Your own provider. However, the Company does not guarantee the availability of any service and benefits shall be provided according to the cost-containment policies and procedures applicable to Contracting Providers, regardless whether Your Provider is actually a Contracting Provider.
3. "Except as limited" is a phrase You will see before explanations of services. It is a reminder that the terms of this contract -- especially exclusions -- may restrict Your benefits.
4. Prior Authorization is required for some Prescription Drugs covered under this Comprehensive Program. A list of those drugs is available at bcbsks.com or by contacting Customer Service. To obtain Prior Authorization Your physician must provide appropriate records to the Company prior to providing services and the Company will authorize coverage if the medical necessity is supported. Failure to obtain Prior Authorization will not result in a denial of benefits if medical necessity is supported when the claim is adjudicated.
5. Site of Care Program: infused or injected drugs subject to this program, must receive Prior Authorization and are covered only when provided by one of the following:
  - a. Infusion Therapy Providers when such drugs are administered in the home or office setting.
  - b. A Hospital specifically designated by the Company to administer such drugs.
 Drugs subject to this program, designated Hospitals and exception criteria are listed at bcbsks.com.
6. Certain High Cost Drugs and Therapies: certain drugs or therapies, as determined by the Company, may be subject to specific benefit, administration and billing requirements. Drugs and therapies subject to this program and the criteria are listed at bcbsks.com/costlydrugs.

**F. Covered Services**

Unless otherwise specified, all covered services shall be subject to the applicable Cost Sharing provisions as described in the Benefits section(s).

1. **Inpatient Admission Services** -- Except as limited, the following are covered:
  - a. Room accommodation, dietary and general nursing service, nursery care
 

**Limitation:** If You occupy a private room, only the average semi-private room rate (based on the provider's rates for rooms with two or more beds) is covered.
  - b. Intensive Care Unit facilities and services

**Limitation:** If You occupy an Intensive Care Unit room when it is not Medically Necessary but it is Medically Necessary for You to be in the Hospital, only the Hospital's average semi-private room rate (based on rates for rooms with two or more beds) is covered on such days.

- c. Operating room services
- d. Delivery room services (including the obstetrical and delivery expenses of the birth mother of a child adopted within 90 days of birth of such child)
- e. Surgical preparatory and recovery room services
- f. Clinical laboratory and pathology services
- g. Diagnostic radiology services and imaging studies
- h. Radiation therapy
- i. Drugs approved for use in the United States by the U.S. Food and Drug Administration, except drugs approved for experimental use and drugs for take-home use
- j. Surgical dressings, splints and casts
- k. Chemotherapy, other than High-Dose Chemotherapy, for malignant conditions (see the Special Situations section for High-Dose Chemotherapy with Hematopoietic Support benefits)
- l. Prostheses that require surgical insertion into the body and are furnished and billed by the Hospital or Ambulatory Surgical Center. This does not include artificial eyes, ears and limbs.
- m. Setups for intravenous solutions
- n. Setups for blood transfusions (including blood plasma)
- o. Oxygen and use of equipment for its administration
- p. Radioactive isotopes
- q. Electroencephalograms (EEGs) and electrocardiograms (EKGs)
- r. Inhalation therapy/breathing treatment
- s. Physical or occupational therapy
- t. Anesthesia, including general anesthesia and facility charges for dental care provided to the following covered persons:
  - (1) A child five (5) years of age and under
  - (2) A person who is severely disabled
  - (3) A person who has a medical or behavioral condition that requires hospitalization or general anesthesia when dental care is provided
- u. Hemodialysis
- v. Services for a Mental Illness or Substance Use Disorder
- w. Inpatient services in a Hospital are covered for at least 48 hours following a vaginal delivery and at least 96 hours following delivery by a cesarean section for the newborn child of an Insured and the mother (if an Insured) of such newborn.

The Company has the right to determine the medical necessity of any length of stay beyond the 48-96 hours described above.

#### **Prior Authorization Requirement**

Inpatient admissions on or after the date this contract becomes effective for You require Prior Authorization by the Company unless the admission is for a Medical Emergency, a life-threatening condition, for obstetrical care or occurs outside the 50 United States.

You or Your Practitioner will need to notify the Company to obtain the Prior Authorization. Notice should be given to the Company at least 72 hours in advance of the planned admission and should include: The patient's name, date of birth, identification number, telephone number, address, Hospital name, planned date of admission, reason for admission and admitting physician's name. The notification may be telephoned to the Company at the telephone number on the Insured's Identification Card.

The Company has the right to request and obtain whatever medical information it considers necessary to determine whether admission as an Inpatient is Medically Necessary. If it is, the Company will notify You, the Hospital and the admitting physician of approval. If inpatient admission is not deemed Medically Necessary You will be notified, as will be the Hospital and admitting physician. Prior Authorization of an

admission or any service is related solely to the medical necessity of the service and is not a determination of the eligibility of the service under other provisions of this contract.

If You fail to obtain a necessary Prior Authorization, the Company will review that admission for medical necessity. No coverage will be provided under this Program for services determined to be medically unnecessary. Only that portion of the inpatient claim that would normally be payable if services were received as an outpatient will be covered.

2. **Hospital Services for an Outpatient:** Except as limited, Covered Services by a Hospital for an Outpatient will include all services listed in F.1.c. through v. when the service is received in the Outpatient department of the Hospital. Infused and injected drugs may be subject to the Site of Care program discussed above, in section E.
3. **Ambulatory Surgical Center Services:** Except as limited, the services listed in F.1.c. through u. are covered when billed by an Ambulatory Surgical Center.
4. **Professional Provider Services**
  - a. Except as limited, the following are covered:
    - (1) Surgery and anesthesia services to include coverage for the administration of general anesthesia for dental care provided to the following covered persons:
      - (a) A child five (5) years of age and under
      - (b) A person who is severely disabled
      - (c) A person who has a medical or behavioral condition that requires hospitalization or general anesthesia when dental care is provided
    - (2) Treatment of fractures and dislocations
    - (3) Biopsies and aspirations
    - (4) Endoscopic (scope) procedures
    - (5) Maternity services (including the obstetrical and delivery expenses of the birth mother of a child adopted within 90 days of birth of such child)
    - (6) Inpatient medical (non-surgical) services (see 4.b. for details of this benefit)
    - (7) Diagnostic radiology services and imaging studies
    - (8) Diagnostic laboratory services
    - (9) Radiation therapy
    - (10) Chemotherapy, other than High-Dose Chemotherapy, for malignant conditions (see 4.c. for details of the standard chemotherapy benefit and the Special Situations section for High-Dose Chemotherapy with Hematopoietic Support benefits.)
    - (11) Diagnostic radio isotope studies
    - (12) Electroencephalograms (EEGs) and electrocardiograms (EKGs)
    - (13) Rehabilitation services (see 4.e. for details of this benefit)
    - (14) Home and office visits
    - (15) Immunizations, injections and infusions subject to any Prior Authorization requirements of this contract that are otherwise applicable to these services. Infused and injected drugs may be subject to the Site of Care program discussed above, in section E.
    - (16) Allergy testing
    - (17) Transfusions (but not the cost of the blood itself)
    - (18) Oral surgery and certain other dental services (see 4.d. for details of this benefit)
    - (19) Pap Smears
    - (20) Prescription contraceptive devices including, placement and fitting of the device itself
    - (21) Surgical procedures for the implantation of Bone Anchored Hearing Aids (BAHA)
    - (22) Services for a Mental Illness or Substance Use Disorder
    - (23) Coverage for Prostate Cancer Screening for men 40 years of age or over who are symptomatic or in a high-risk category and for all men 50 years of age or older. The screening may consist of a Prostate Specific Antigen (PSA) test and/or a digital rectal examination.

- (24) Coverage for services related to diagnosis, treatment and management of osteoporosis for individuals with a condition or medical history for which bone mass measurement is medically necessary for such an individual. Coverage is subject to the applicable payment provisions and other limitations as apply to other covered services.
- (25) Diagnosis and treatment of cause of infertility
- b. Inpatient medical (non-surgical) services include:
- (1) Visits by the attending Practitioner.  
**Limitations:**
    - (a) During a stay for surgery, Medical (Non-Surgical) Services given by a Practitioner other than the surgeon will not be covered unless they are Medically Necessary.
    - (b) If non-surgical treatment is given by two (2) or more Practitioners at the same time, only one (1) Practitioner will be paid for services.
  - (2) Consultations.
    - (a) The first visit of a Practitioner to give professional advice about Your condition is covered if the visit is requested by the attending Practitioner and Your condition requires special skill or knowledge. This consultation benefit is normally limited to one (1) during each Hospital stay. However, additional consultations may be approved with individual consideration of Your condition.
    - (b) Consultations required by Hospital rules and regulations are not covered.
  - (3) Well Baby Care.
    - (a) This covered service is for care of a well newborn during the mother's stay. It includes the normal Inpatient medical care for a newborn. The child must meet their own applicable payment provisions.
- c. Chemotherapy for malignant conditions
- (1) Chemotherapy administration services
  - (2) Chemotherapy drugs that are injected or given intravenously or taken by mouth and under the direct supervision of Your Practitioner.
  - (3) Home and office visits for treatment of an adverse reaction to chemotherapy
  - (4) Any other services related to chemotherapy that are specifically stated as covered
- d. Oral Surgical Services and Services for Accidental Injuries to Sound Natural Teeth, limited to:
- (1) Surgical procedures of the jaw and gums.
  - (2) Removal of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
  - (3) Removal of exostoses (bony growths) of the jaw and hard palate.
  - (4) Treatment of fractures and dislocations of the jaw and facial bones.
  - (5) Surgical removal of impacted teeth.
  - (6) Treatment (including replacement) for damage to or loss of Sound Natural Teeth caused by an Accidental Injury.
  - (7) Intra-oral dental imaging services in connection with covered oral surgery if such oral surgery occurs within 30 days of the imaging service(s).
  - (8) General anesthesia.
  - (9) Cylindrical endosseous dental implants, mandibular staple implants, subperiosteal implants and the associated fixed and/or removable prosthetic appliance when provided because of an Accidental Injury.
  - (10) Cylindrical endosseous dental implants, mandibular staple implants, subperiosteal implants and the associated fixed and/or removable prosthetic appliance following surgical resection of either benign or malignant lesions (NOT including inflammatory lesions).

**Exclusions:** The extraction of teeth (except impacted teeth), fillings, prophylaxis (cleaning), scaling, scraping and/or root planning, dentures, straightening of teeth, and other dental services not listed as covered. If You are enrolled in Pediatric Dental coverage, some of these services may be eligible for benefits. Please refer to that section for applicable benefits.

- e. Covered Rehabilitation Services: Except as limited, the following Rehabilitation Services are covered on both an Inpatient and Outpatient basis:
- (1) Physical medicine, includes physical and occupational therapy and modalities/therapeutic procedures.
  - (2) Speech therapy
  - (3) Respiratory therapy
  - (4) Neuropsychological testing
  - (5) Cardiac Rehabilitation program or provider approved by the Company
  - (6) Pulmonary rehabilitation program or provider approved by the Company
  - (7) Manipulations
- Limitations:**
- (1) Cardiac and pulmonary rehabilitation programs are covered services only when provided by a provider whose program has been approved by the Company. You can obtain a list of approved programs, by calling the Customer Service number on Your Identification Card.
- Exclusions:**
- (1) Vocational rehabilitation: Vocational rehabilitation is a process to restore or develop the working ability of the physically, emotionally or mentally disabled patients to the extent that they may become gainfully employed. This may include services provided to determine eligibility or provide treatment for vocational rehabilitation, to include but not limited to, counseling, work trials and driving lessons.
  - (2) Therapies designed to evaluate and assist an individual in developing a program to complete the individual's work and prevent physical damage or reinjury.
  - (3) Cognitive therapy: Cognitive therapy is a service provided to retain or enhance information processing due to brain damage or brain dysfunction which alters the way in which a person perceives or responds. These therapies include, but are not limited to, treatment of memory loss, problem solving difficulties, short attention span or inability to scan visually. Cognitive therapy services may also be known as multi-sensory programs, educational therapies, perceptual therapies, sensory integration, auditory integrative training, augmentative/alternative communication, discrete training trials, developmental therapy, or similar therapies. For the purposes of this contract cognitive therapy services do not include neuropsychological testing.
- f. Covered Habilitative Services: Except as limited, the following Habilitative Services are covered on both an Inpatient and Outpatient basis if they enable a person with a disability to attain functional abilities or lessen the deterioration of function over time:
- (1) Physical medicine, includes physical and occupational therapy and modalities/therapeutic procedures.
  - (2) Speech therapy
  - (3) Respiratory therapy
  - (4) Neuropsychological testing
- Exclusion:**
- (1) Cognitive therapy: Cognitive therapy is a service provided to retain or enhance information processing due to brain damage or brain dysfunction which alters the way in which a person perceives or responds. These therapies include, but are not limited to, treatment of memory loss, problem solving difficulties, short attention span or inability to scan visually. Cognitive therapy services may also be known as multi-sensory programs, educational therapies, perceptual therapies, sensory integration, auditory integrative training, augmentative/alternative communication, discrete training trials, developmental therapy, or similar therapies. For the purposes of this contract, cognitive therapy services do not include neuropsychological testing.
- g. Services for Autism Spectrum Disorder
- (1) Definitions:
    - (a) Applied Behavior Analysis (ABA) means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement and functional analysis of the relationship between environment and behavior;

- (b) Autism Spectrum Disorder (ASD) means a neurobiological disorder which includes autistic disorder, Asperger's disorder, pervasive developmental disorder not otherwise specified, Rett's disorder, and childhood disintegrative disorder when diagnosed by a licensed physician, licensed psychologist, or licensed specialist clinical social worker.

(2) Covered Services:

(a) ASD services include:

- (i) diagnostic evaluations performed by a licensed physician, licensed psychologist or licensed specialist clinical social worker;
- (ii) treatment, including ABA therapy, limited to care, services, and related equipment prescribed or ordered by a licensed physician, licensed psychologist or licensed specialist clinical social worker;

- (b) Only those services actually provided on an hourly basis or fractional portion thereof by certified ABA providers are covered.

- (c) ABA therapy services require Prior Authorization by the Company. You or Your Practitioner will need to notify the Company to obtain Prior Authorization. Notice should be given to the Company at least 72 hours in advance of the planned ABA therapy services and should include: the patient's name, date of birth, identification number, telephone number, address, the name of the prescribing physician, psychologist or licensed clinical specialist social worker and the date the patient was first diagnosed with autism spectrum disorder.

The Company has the right to request and obtain whatever medical information it considers necessary to determine whether the ABA therapy services are Medically Necessary. If it is, the Company will notify You and the treating provider of approval. If ABA treatment is not deemed Medically Necessary You and the treating provider will be notified.

If You fail to obtain a necessary Prior Authorization, the Company will review the ABA services for medical necessity. No coverage will be provided under this Program for services determined to be medically unnecessary.

(3) Exclusions:

- (a) Full or partial day care, community support services, services at intermediate care facilities, school-based rehabilitative services, or overnight, boarding and extended stay services at facilities for autism patients; or
  - (b) Services that are otherwise provided, authorized or required to be provided by public or private schools receiving any state or federal funding for such services.
- h. Orthopedic, orthotic and prosthetic devices and appliances, including orthopedic braces, artificial limbs, artificial eyes and auditory osseointegrated devices

**Limitations:**

- (1) Benefits are not provided for eyeglasses and contact lenses.

**Exceptions:**

- (a) For Insureds over 12 years of age, benefits are available for the initial eyeglasses or contacts, to include lens add-ons, within one year following surgery for age related, congenital or traumatic cataracts resulting from aphakia or pseudophakia.
- (b) For Insureds under 12 years of age, benefits are available for the initial eyeglasses or contacts, to include lens add-ons, within one year following surgery for age related, congenital or traumatic cataracts resulting from aphakia or pseudophakia. A second pair of eyeglasses or contacts are available when there is a minimum change of .25 diopter.
- (c) See Pediatric Vision Benefits section

- (2) Benefits are not provided for hearing aids, hair prostheses or dental appliances including plates, bridges, prostheses or braces.

- (3) Benefits are not provided for items of wearing apparel except coverage is available for two (2) post-mastectomy bras per Insured per Benefit Period. A post-mastectomy bra is a bra that is specifically designed and intended to support single or bilateral breast prostheses.

- (4) Benefits are limited to the allowable amount for a basic/standard appliance which provides the essential function(s) required for the treatment or amelioration of the medical condition.

- (5) Charges for deluxe or electrically/electronically operated appliances or devices (or any components of such appliances or devices) are not covered beyond the allowable amount for basic/standard appliances. Deluxe describes medical devices or appliances that have

enhancements that allow for additional convenience or use beyond that provided by a basic/standard device or appliance.

(6) Benefits are not provided for custom or over-the-counter orthotic appliances or devices (including shoe inserts.)

i. Medical Equipment and Supplies

(1) Medical Equipment for use in Your home is covered if:

(a) Prescribed by a Practitioner for use in the home

(b) Not provided by a Hospital

(c) Serves a medical purpose and is

(d) Not an item that would ordinarily be of use to a person in the absence of a medical need. This includes items such as hemodialysis equipment, wheelchairs and hospital-type beds.

(2) Medical Supplies: Coverage is also available for certain supplies as designated by the Company. You can obtain a list of covered supplies by contacting Customer Service at the number listed on Your Identification Card.

**Limitations:**

(1) Items for comfort or convenience are not covered. Included within the definition of convenience items are:

(a) Pieces of equipment used to provide exercise to functioning and non-functioning portions of the body when leased, purchased or rented for use outside a recognized institutional facility.

(b) Those pieces of equipment designed to provide the walking capability for individuals with non-functioning legs.

(2) The Company has the right to decide whether to provide for the rental or purchase of a covered item, to apply rental payments to purchase and to stop covering rental when the item is no longer Medically Necessary.

(3) Benefits are limited to the allowable amount for a basic/standard item which provides the essential function(s) required for the treatment or amelioration of the medical condition.

(4) Charges for deluxe or electrically/electronically operated medical equipment (or any components of such equipment) are not covered beyond the allowable amount for basic/standard items. Deluxe describes medical equipment that has enhancements that allow for additional convenience or use beyond that provided by basic/standard equipment. For example, if an electric wheelchair is obtained, the benefit will not exceed the amount for a hand-operated wheelchair.

j. Allergy Antigens

k. Services associated with intravenous drug treatment, intralesional drug treatment, intratympanic drug treatment, and hemodialysis, including Prescription Drugs, supplies, equipment and nursing services by Eligible Providers. Infused and injected drugs may be subject to the Site of Care program discussed above, in section E.

(1) Benefits for certain Prescription Drugs or devices found on the Outpatient Medical Drug Exclusion list are only covered when provided through the Prescription Drug Program and are not covered under the Comprehensive Program unless provided during a Medical Emergency (i.e. not routine/recurring Prescription Drug administration) in a Hospital emergency room. The Outpatient Medical Drug Exclusion list can be found at [bcbsks.com/drugexclusions](http://bcbsks.com/drugexclusions).

l. Diabetic Management

(1) Equipment used exclusively with diabetes management

**Limitations:**

(a) Benefits are limited to the allowable amount for a basic/standard item; charges for deluxe items are not covered.

(2) Insulin pump and insulin pump supplies used exclusively with diabetic management.

(3) Outpatient self-management training and education, including medical nutrition therapy for insulin dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin-using diabetes when provided by a certified, registered or licensed health care professional with expertise in diabetes and the diabetic (1) is treated at a program approved by the American Diabetes Association or Association of Diabetes Care & Education Specialists (ADCES), (2) is treated by a person certified by the national certification board of diabetes educators or (3) is, as to nutritional

education, treated by a licensed dietitian pursuant to a treatment plan authorized by such healthcare professional.

m. Genetic Molecular Testing only in the following situations:

- (1) When there are signs and/or symptoms of an inherited disease in the affected individual, there has been a physical examination, pre-test counseling and other diagnostic studies, the determination of the diagnosis in the absence of such testing remains uncertain and would impact the care and management of the individual on whom the testing is performed.
- (2) BRCA 1, BRCA 2 and/or PALB2 testing according to the criteria established by the Company.
- (3) Noninvasive prenatal testing for trisomy 21, 18 and 13
- (4) Genetic carrier screening prior to pregnancy and/or during pregnancy for Insureds.

As used herein, "Genetic Molecular Testing" means analysis of nucleic acids used to diagnose a genetic disease, including but not limited to, sequencing, methylation studies and linkage analysis.

n. Telemedicine

o. Palliative Care

p. Sleep studies, to include unattended sleep studies

5. **Emergency Services:** Services necessary to provide an Insured with evaluation and stabilizing treatment when provided for a Medical Emergency.

6. **Ambulance Services:** Except as limited, Medically Necessary Ambulance Services are covered:

- a. To the place of treatment following an Accidental Injury or during Medical Emergency
- b. To a Hospital for care as an Inpatient
- c. From a Hospital where You have been an Inpatient
- d. For transfer of an Inpatient to another Hospital for care as an Inpatient
- e. Within a 500-mile radius of the place where You are picked up, by the least expensive means or transport that meets the medical need

7. **Skilled Nursing Care**

All Skilled Nursing Care services, except home infusion and related services, require Prior Authorization by the Company in order to be eligible for benefits. If prior approval is not obtained, the Company has the right to request medical records to review to determine whether services are eligible under this contract.

a. Covered services that require that the patient be homebound:

An Insured will be considered to be homebound if the Insured has a condition due to illness or injury for which leaving the home is medically contraindicated. The Company has the right to determine whether the patient is homebound.

- (1) Skilled Nursing Care visits include services provided by a Home Health Agency.
- (2) Skilled Nursing Care services are covered when provided by a state licensed nursing agency or state licensed nurse on an hourly basis.

b. Covered services that do not require that the patient be homebound:

- (1) Home care education associated with diabetes, colostomy care, wound care, IV therapy or any other condition or treatment which the Company has determined is appropriate for home care education, when provided by a Home Health Agency. Benefits for educational services will be limited to no more than three home care education visits per Benefit Period for which home care education is appropriate.
- (2) Home infusion and related services. These services can be provided by either a Home Health Agency, state licensed nursing agency or state licensed nurse.

c. Skilled Nursing Care services do not include:

- (1) Services provided by a member of the Insured's immediate family.
- (2) Services provided by a person who normally lives in the Insured's home.
- (3) Custodial/Maintenance Care. The Company has the right to determine which services are Custodial/Maintenance Care.

8. **Weight Management and Obesity Services:** Benefits will be provided for office visits and laboratory or radiology services related to weight management and obesity, and complications as a result of bariatric surgery.

**Limitations:**

- a. Benefits are not provided for bariatric surgery.
- b. Benefits are not provided for Prescription Drugs, nutrients or supplies related to weight management and obesity. This includes glucagon-like peptide-1 (GLP-1) receptor agonist products for conditions other than type 2 diabetes.

**G. Special Situations**

Unless otherwise specified, all covered services shall be subject to the applicable Cost Sharing provisions as described in the Benefits section(s).

**1. Case Management**

Case Management is a process conducted by the Company which:

- a. Identifies cases involving an Insured which presents either the potential for catastrophic claims or a utilization pattern that exceeds the norms and demonstrates or has the potential for atypical utilization of services.
- b. Assesses such cases for the appropriateness of the level of patient care and the setting in which it is received.
- c. Reviews services requested by the provider for potential alternative use of benefits or coordination of existing benefits.
- d. Evaluates and monitors the requested services for cost efficient use of benefits.
- e. Assists Insureds with coordination of medical and/or Pharmacy providers when an Insured is required to participate in mandatory Case Management

The services may include both covered services and non-covered services with the exception of specifically stated exclusions. Total benefits paid for such services shall not exceed the total benefits to which the Insured would otherwise be entitled under the terms of this contract.

If the Company elects to provide benefits for an Insured in one case, it shall not obligate the Company to provide the same or similar benefits for the same or another Insured in the same or another case.

Participation in Case Management is voluntary unless otherwise outlined within this contract.

2. **Research Urgent Benefits:** Drugs, devices, medical treatments or procedures that are otherwise excluded as Experimental or Investigational but meet the criteria for Research-Urgent benefits as provided in the Definitions section. No benefits shall be available under this section for any Research-Urgent drug, device, medical treatment or procedure (or related services) that are provided free of charge to trial participants or for any Research-Urgent drug, device, medical treatment or procedure that are excluded by another provision of this contract.

**3. Penile Prosthesis for Physiological Impotence**

Benefits are provided for a penile prosthesis required for physiological (not psychological) impotence, subject to advance approval by the Company only in the following situations: trauma, radical pelvic surgery, diabetes, Peyronie's Disease, vascular or neurological diseases when individual situation warrants coverage in the Company's opinion.

To request advance approval, a written report prepared by Your Practitioner must be submitted to the Company. The Company has the right to request and obtain medical information it considers needed to determine whether benefits should be approved or not.

Benefits are not provided for services of sleep laboratories for nocturnal penile tumescence testing.

**4. Home Social Work Visits**

Covered home social work visits include services provided in the Insured's home by a licensed social worker that is an Eligible Provider.

An Insured must be homebound for services to be eligible. An Insured will be considered to be homebound if the Insured has a condition due to illness or injury for which leaving the home is medically contraindicated. The Company has the right to determine whether the patient is homebound.

All home social work visits require Prior Authorization by the Company in order to be eligible for benefits. If prior approval is not obtained, the Company has the right to request medical records to review to determine whether services are eligible under this contract.

## 5. Hospice Care

### Definitions

- a. **Hospice Care Plan:** a coordinated plan of care which provides Palliative Care for the Hospice Patient. This plan is designed to provide care to meet the special needs during the final stages of a terminal illness.
- b. **Hospice Patient's Family:** the Hospice Patient's immediate family, including a spouse, brother, sister, child or parent. Other relations and individuals with significant personal ties to the Hospice Patient may be designated as members of the Hospice Patient's Family by mutual agreement among the Hospice Patient, the relation or individual and the Hospice Team.
- c. **Hospice Patient:** a patient diagnosed or referred by a physician to a Hospice and who alone, or in conjunction with designated family members, has requested and received admission into a hospice program. Written certification by the patient's Practitioner that the Hospice Patient has a life expectancy of 6 months or less is required.
- d. **Hospice Team or Interdisciplinary Group:** the attending physician and the following hospice personnel: physician, registered or licensed practical nurses, licensed social workers, pastoral or other counselors. Providers of special services, such as mental health, Pharmacy, home health aides, trained volunteers and any other appropriate allied health services shall also be included on the Interdisciplinary Group as the needs of the patient dictate.

### Election of Hospice Benefits

In order for You to receive Hospice benefits for the covered services listed below, the Company must receive a copy of a hospice election form and the informed consent form from a Medicare certified Hospice. If these forms are not received, benefits of this Hospice Care provision will not be available and services You receive will be processed according to the benefits and limitations of this contract other than those listed in this Hospice Care provision.

All Hospice Care services require Prior Authorization by the Company in order to be eligible for benefits. If prior approval is not obtained, the Company has the right to request medical records for review to determine whether services are eligible under this contract.

### Eligibility of Services

- a. Once Hospice benefits are elected, coverage for the terminal illness and related conditions is limited to the coverage listed in this Hospice Care provision unless specified otherwise.
- b. Coverage under this Hospice Care provision is available only for Palliative Care. If the Company determines the care provided is not Palliative Care, benefits of this Hospice Care provision cease to be available.
- c. When covered services are not available from a Hospice provider (for example, individual psychotherapy services) and the Insured is referred to another provider of service, benefits are not available under this Hospice Care provision, except as provided under the description of Covered Services.

In situations b. and c. listed above when services are not eligible for benefits under the Hospice Care provision, the services will be processed according to the benefits and limitations of this contract other than those listed in this Hospice Care provision.

### Covered Services

Covered Hospice Care includes the following services provided by a Medicare certified Hospice (or an Institutional or Professional Provider under the direction of a Medicare certified Hospice and not charging for services separately from the Hospice). Covered services also include the following when provided for routine home care according to the Hospice Care Plan:

- a. Nursing care
- b. Home health aide services
- c. Social work services
- d. Pastoral services
- e. Volunteer support
- f. Bereavement services
- g. Counseling services
- h. Dietary and nutritional counseling/services
- i. All drugs, medical supplies and equipment related to the terminal illness

- j. Speech therapy
- k. Occupational therapy
- l. Physical therapy
- m. Lab fees
- n. Medical equipment
- o. Educational services
- p. Other services and supplies provided through the Medicare certified Hospice (excluding Inpatient Hospital care and Inpatient or Outpatient physician's visits) recommended by a Practitioner.

**6. Human Organ or Human Tissue Transplants**

Benefits are provided (subject to the Prior Authorization provision set forth below) for the following human organ transplants:

- a. Cornea
- b. Heart
- c. Heart-lung
- d. Kidney
- e. Kidney-liver
- f. Liver
- g. Lung (whole or lobar, single or double)
- h. Multivisceral transplants
- i. Pancreas
- j. Pancreas-kidney
- k. Small intestine

There is no coverage hereunder for any transplant not specifically listed as covered or for supplies or services provided directly for or relative to human organ transplants not specifically listed as covered. No benefits will be provided for multiple organ transplant combinations not listed even when one or more of the organs involved is listed as a covered transplant.

Benefits for a human organ transplant will be available for a live donor (whether or not an Insured), if the recipient is an Insured, unless the donor has other coverage.

**NOTE:** See Prior Authorization Requirements below.

**7. High-Dose Chemotherapy with Hematopoietic Support (commonly referred to as bone marrow transplant and/or peripheral stem cell transplant):** Benefits are available only when Precertified and the treatment particular for the Insured's condition is not Experimental or Investigational.

Benefits will be available for the costs associated with the donor search and acquisition of bone marrow or peripheral stem cells when a related donor is not available.

**NOTE: Prior Authorization Requirement for Human Organ or Human Tissue Transplants and High-Dose Chemotherapy with Hematopoietic Support**

Human organ and human tissue transplants (except cornea and kidney transplants) and high-dose chemotherapy with hematopoietic support, require advance written authorization from the Company.

You or Your Practitioner must give written notice to the Company at the time as You become a candidate for a human organ transplant or re-transplant or for the high-dose chemotherapy with hematopoietic support.

The Company has the right to require, request and obtain information from Your Practitioners and other health care providers involved in the performance of the transplant or re-transplant or the high-dose chemotherapy procedure with hematopoietic support, and to determine whether or not to authorize benefits based on such information.

The Company's determination of whether or not to authorize benefits will be based on factors such as (but not limited to):

- a. Provider and facility qualifications
- b. Comparative costs of the proposed providers and facility

Notwithstanding any contradictory provisions in this document addressing allowable amounts the Company reserves the right to limit benefits to the lowest allowable amount including organ or tissue acquisition cost which would be accepted by another facility that contracts with the Company to provide these services. Any balance will be the obligation of the Insured.

## 8. Temporomandibular Joint Dysfunction Syndrome

a. **Definitions:** For the purposes of this contract, the following terms have these meanings:

(1) **Temporomandibular Joint Dysfunction Syndrome (TMJ):** a condition involving misalignment or imbalance in the relationship of the person's lower jaw (mandible) to the upper jaw (maxilla), with related spasm of the muscles of mastication (chewing). In this contract the terms Craniomandibular Cervical Pain (CRMP), Craniomandibular Facial Pain (CMFP) or Myofascial Pain Dysfunction Syndrome (MFPD) shall have the same meaning and benefits as Temporomandibular Joint Dysfunction Syndrome.

(2) **"Treatment Plan":** Your dentist's written report of recommended treatment.

b. Benefits for Temporomandibular Joint (TMJ) Dysfunction Syndrome

To the extent this contract provides benefits for office visits, diagnostic dental imaging services, etc. for medical conditions, the following services are also covered under the medical (not dental) coverage of this contract, applying appropriate applicable payment provisions:

(1) Only one of the following is eligible for benefits and will be subject to the home or office visit payment provision:

(a) A clinical evaluation, to include examination, history, ordering of necessary diagnostic procedures (such as radiographs, study models if necessary, muscle testing), evaluation of results and consultation with the patient.

(b) A total diagnostic evaluation including, but not limited to, history, examination, radiographs, study models and a patient consultation.

(2) Diagnostic services, including but not limited to:

(a) Panoramic radiographs

(b) Cephalometric radiographs with tracing

(c) Temporomandibular joint tomography

(d) Temporomandibular joint arthrography

(e) Skull series; computerized tomography of temporomandibular joint

(f) Manual muscle testing procedures

And one of the following:

(g) Electromyography of cranial supplied nerves

(h) Electronic computerized neuromuscular testing

(i) Oscilloscopic neuromuscular testing

The maximum benefit payment (after application of any applicable payment provisions) will be the Company's allowable amount for conventional electromyography or neuromuscular-type test.

(3) Non-surgical initial treatment procedures (reversible Phase I) limited to:

(a) Orthopedic repositioning appliances (maxillary or mandibular).

(b) Orthopedic (orthotic) splints (such as nite-guards, biteblocks, bite openers, bite plates or muscle de-programmer).

(c) Physical therapy procedures (limited to transcutaneous electrical nerve stimulators, Galvanic stimulation, ultrasound or diathermy).

(d) Trigger point injections.

These services are subject to the provisions of the Insured's medical benefits program.

**Exclusions:** Benefits do not include:

(a) Equilibration of occlusion

(b) Massage, either manual or by machine

(c) Coronoplasty

- (d) Acupuncture or dry needling
  - (e) Occlusal adjustment
  - (f) Cold packs
  - (g) Slides and/or photographs
  - (h) Range of motion treatments
  - (i) Non-Prescription Drugs
  - (j) Diet survey
  - (k) Vitamins
  - (l) Nutrition counseling
  - (m) Nutrition supplements
  - (n) Office visits
  - (o) Stretching and other exercises
  - (p) Hot packs
  - (q) Coolant sprays
  - (r) Moist heat therapy
  - (s) Orthodontic treatment, including both fixed and removable appliances used for the purpose of moving teeth
  - (t) Rental or purchase of transcutaneous electrical nerve stimulators
  - (u) Periapical, bitewing and full-mouth radiographs
- (4) Surgical procedures, subject to the appropriate applicable payment provisions of this contract, must be prior authorized by the Company based on a Treatment Plan. Requests for authorization will be reviewed based on diagnosis (the condition must be treatable by surgery), the patient's age, presence of debilitating pain, efficacy of conservative treatment, diagnostic records and description of the proposed surgical procedure.
- (5) Final stabilization non-surgical (Irreversible Phase II) treatment
- Benefits are not provided for the Phase II services to include appliances, crowns and replacement of missing teeth.

## PRESCRIPTION DRUG PROGRAM

### A. General

1. Benefits of the Prescription Drug Program apply to Insureds enrolled for such coverage under the contract.
2. **Company Not Liable:** The Company will not be liable for any acts or wrongs of any party related to the sales, compounding, dispensing, manufacturing or use of any Prescription Drug or insulin. This includes any claim, injury, demand or judgment based on tort or other grounds (including warranty of merchantability).
3. **Your Pharmacy:** You have the right to select Your own Pharmacy. However, the Company does not guarantee the availability of any drug or supply and does not itself furnish Prescription Drugs. To determine the classification of Your Pharmacy, use the Pharmacy Locator tool found at [bcbsks.com/prescription-drugs/pharmacy-finder](http://bcbsks.com/prescription-drugs/pharmacy-finder).
4. **Certain High Cost Drugs and Therapies:** Certain drugs or therapies, as determined by the Company, may be subject to specific benefit, administration and billing requirements. Drugs and therapies subject to this program and the criteria are listed at [bcbsks.com/costlydrugs](http://bcbsks.com/costlydrugs).

### B. Cost Sharing

#### 1. Cost Sharing for Network Pharmacies

- a. All services covered under this Program are payable at 100% of the allowable charge.
- b. **Designated Specialty Pharmacy Mandatory:** If a Specialty Prescription Drug is obtained from a Pharmacy other than the Company's Designated Specialty Pharmacy, the drug will not be eligible for benefits. Specialty Prescription Drugs cannot be filled through a Contracting Extended Supply Network Pharmacy.

#### 2. Cost Sharing for Out-of-Network Pharmacies

No benefits are available for Out-of-Network Pharmacies.

### C. Covered Services

Prescription Drugs are covered when ordered by Your Practitioner and dispensed by a Pharmacy based on a Prescription Order. This includes the filling of the initial Prescription Order and/or refills/reissues of that Prescription Order, except as limited. To determine if Your Prescription Drug is covered on the Formulary, go to [bcbsks.com](http://bcbsks.com) and log in to Your BlueAccess account. You may also contact Customer Service at the telephone number listed on Your Identification Card. Prescription Drugs may be added or deleted from the Formulary on a quarterly basis.

#### 1. Limitations to Your Prescription Order:

- a. The benefit for Prescription Drugs pursuant to a Prescription Order shall be limited to a supply sufficient for up to 34 consecutive days of therapy based on criteria established by the Company.
  - b. Prescription Drugs that are purchased from a Contracting Extended Supply Network (ESN) Pharmacy may be dispensed in supplies up to 90 consecutive days of therapy.
  - c. Coverage for Specialty Prescription Drugs will be limited to a supply sufficient for up to 34 consecutive days of therapy.
  - d. Refills and reissues for non-controlled Prescription Drugs are permitted once 75% of the current Prescription Order has been used. However, the total amount, including the new refill and any leftover Prescription Drugs from previous refills, must not exceed the limit set by the Company within any 180-day rolling period.
  - e. Refills and reissues for controlled Prescription Drugs are permitted once 85% of the current Prescription Order has been used. However, the total amount, including the new refill and any leftover Prescription Drugs from previous refills, must not exceed the limit set by the Company within any 180-day rolling period.
  - f. Prior Authorization is required in order for some Prescription Drugs to be covered under this Program. Prescription Drugs requiring Prior Authorization are listed on the Formulary.
  - g. A Pharmacy is not required to fill a Prescription Order which in the Pharmacist's judgment should not be filled.
  - h. Authorization for an early refill or reissue to accommodate a vacation supply may be obtained by contacting the Company, but not more often than two times per Insured during any 12-month period.
2. Growth hormone therapy is covered only for the Company's preferred growth hormone agent(s) and only under one or more of the following circumstances:

**If under age 18 and diagnosed with:**

- a. Both laboratory proven growth hormone deficiency or insufficiency and significant growth retardation; or
- b. Substantiated Turner's Syndrome, Prader-Willi Syndrome or Noonan's Syndrome with significant growth retardation; or
- c. Chronic renal insufficiency and end stage renal disease with significant growth retardation prior to successful transplantation; or
- d. Panhypopituitarism; or
- e. Neonatal hypoglycemia related to growth hormone deficiency.

**If age 18 and over with:**

- a. Evidence of pituitary or hypothalamic disease or injury and laboratory proven growth hormone deficiency; or
- b. A history of prior growth hormone therapy for growth hormone deficiency or insufficiency in childhood and laboratory confirmation of continued growth hormone deficiency.

**Children, Adolescents and Adults:**

- a. AIDS wasting syndrome
- b. Short bowel syndrome
- c. Severe burn patients
3. Diabetic Supplies and insulin
4. Oral anticancer medication used to kill or slow the growth of cancerous cells is subject to the Cost Sharing provisions described in the Comprehensive Program section.
5. Psychotherapeutic drugs used for the treatment of Mental Illness and Substance Use Disorders under terms and conditions not less favorable than coverage provided for other Prescription Drugs
6. Generic Oral contraceptives will be covered at 100%.
7. Off-label Prescription Drugs used for the treatment of cancer.
8. Benefits for certain Prescription Drugs or devices found on the Outpatient Medical Drug Exclusion list are only covered when provided through this Prescription Drug Program and are not covered under the Comprehensive Program unless provided during a Medical Emergency (i.e. not routine/recurring Prescription Drug administration) in a Hospital emergency room. The Outpatient Medical Drug Exclusion list can be found at [bcbsks.com/drugexclusions](http://bcbsks.com/drugexclusions).

**D. Payment of Benefits**

Subject to the payment provisions of this Prescription Drug Program, benefits are based on the following allowable charges:

1. **Network Pharmacies** -- The allowable charge for a covered Prescription Drug is established under the applicable network participation agreement. The allowable charge minus the applicable Cost Sharing provision(s) will be paid directly to the Pharmacy.

**NOTE:** If You obtain a Prescription Drug from a Network Pharmacy and do not, at that time, notify the Pharmacy You are eligible for Prescription Drug benefits through this Program, the applicable Cost Sharing provisions will apply and You will also be responsible for any difference between the actual charge and the allowable charge.

2. **Out-of-Network Pharmacies** -- No benefits are available for Out-of-Network Pharmacies.

**E. Exclusions**

Benefits are not provided for:

1. Prescription Drugs for which normally (in professional practice) there is no charge.
2. Prescription Drugs for other than human use.
3. Orthopedic or prosthetic appliances and devices.
4. Prescription Drugs purchased from an institutional Pharmacy for use while the Insured is an Inpatient in that institution.
5. Charges for delivering any drugs.

6. Any drug prescribed or dispensed in a manner that does not agree with generally accepted medical or pharmaceutical practices.
7. Drugs, supplies and equipment used in intravenous, intralesional, intratympanic, and hemodialysis treatment, unless otherwise specifically indicated as a covered service.
8. Any food item, including breast milk, formulas and other nutritional products.
9. Total parenteral nutrition.
10. Drugs available over-the-counter in the equivalent dose which do not require a Prescription Order under federal or state law.
11. Charges for services that are not listed as covered services.
12. Services for injuries or diseases related to Your employment to the extent You are covered or are required to be covered by a worker's compensation law. If You enter into a settlement giving up Your right to recover past or future medical benefits under a worker's compensation law, the Company will not pay past or future medical benefits that are the subject of or related to that settlement.  
  
In addition, if You are covered by a worker's compensation program which limits benefits when other than specified providers are used, and You receive services from a provider not specified by the program, the Company will not pay balances of charges from such non-specified providers after Your benefits under the program are exhausted.
13. Any service provided through a school district pursuant to an Individual Education Plan (IEP) as required under any federal or state law. This exclusion applies whether or not You choose to waive Your rights to these services.
14. Health services associated with accidental bodily injuries arising from a motor vehicle accident to the extent such services are payable under medical expense payment provision of any automobile insurance policy.
15. Services not prescribed by a Practitioner or continued after a Practitioner has advised that further care is not necessary.
16. Services that are not Medically Necessary, as defined in this contract.
17. Prescription Drugs utilized primarily for stimulation of hair growth. This exclusion applies even if the drug is prescribed for purposes other than the stimulation of hair growth.
18. Charges for completion of insurance claim forms.
19. Any drug, device, medical treatment or procedure and related services that are, as of the date of service, Experimental or Investigational as defined in the Definitions section. This exclusion does not apply to routine patient care services (as defined in Kansas Administrative Regulation 40-4-43) provided in an approved cancer clinical trial for which benefits would otherwise be available for the same services when not provided in connection with such clinical trial.
20. Services provided directly for or relative to diseases or injuries caused by or arising out of acts of war, insurrection, rebellion, armed invasion or aggression.
21. Prescription Drugs, nutrients or supplies related to weight management and obesity, including, but not limited to, those prescribed for purposes other than the treatment of obesity. This includes glucagon-like peptide-1 (GLP-1) receptor agonist products for conditions other than type 2 diabetes.
22. Appetite suppressants.
23. Any service or supply provided or obtained relative to an excluded service. "Provided relative to" refers to any service or supply which would not have been provided or obtained if the excluded service would not have been provided and which is provided on whether an Inpatient or Outpatient basis by any Eligible Provider.
24. Growth hormone therapy or other drugs used to treat growth failure except in those situations specifically set out as eligible for benefits.
25. Certain Prescription Drugs that have therapeutically equivalent or interchangeable drugs that are available over the counter (OTC) and may be obtained without a Prescription Order. This would include drug products from the same therapeutic class containing different chemical entities, but which would provide similar effects or the same pharmacological action when administered in therapeutically equivalent doses. These drugs are listed on the Formulary.
26. To determine if Your specific prescription is excluded, go to [bcbsks.com](http://bcbsks.com) and log in to Your BlueAccess account. You may also contact Customer Service at the telephone number listed on Your Identification Card.
27. Prescription Drugs prescribed by You.

- 28. Travel vaccines.
- 29. Tuberculosis vaccine.
- 30. Anthrax vaccine.
- 31. Prescription Drugs and vaccines not listed on the Formulary.

**F. Formulary Exception Request Procedure**

You, Your designee, or Your prescribing Practitioner may request an exception to permit coverage for a clinically appropriate drug excluded from the Formulary, but must do so only as provided in this section.

**1. Standard Requests**

A standard Formulary exception request must be submitted to the Company in writing and include the reason(s) for the request, including an attestation that ALL otherwise clinically appropriate alternative drugs on the Formulary are contraindicated for You, have caused You to experience an adverse reaction, and/or have been unsuccessful in treating Your condition. Your prescribing Practitioner may be asked to provide medical records to demonstrate the medical need for the excluded drug. Upon receipt of the request and all necessary information, the Company shall make a determination and notify the person who made the request of the decision within 72 hours. If an exception is approved, the excluded drug will be covered for the duration of the prescription, including refills.

**2. Expedited Requests**

An expedited Formulary exception request, available only under exigent circumstances, must be submitted to the Company in writing as an expedited request and include the reason(s) for the request, including an attestation that ALL otherwise clinically appropriate alternative drugs on the Formulary are contraindicated for You, have caused You to experience an adverse reaction, and/or have been unsuccessful in treating Your condition. "Exigent circumstances" means You are suffering from a health condition that may seriously jeopardize Your life, health, or ability to regain maximum function, or when You are currently undergoing a course of treatment using the requested excluded drug. Your prescribing Practitioner may be asked to provide medical records to demonstrate the exigent circumstances and/or the medical need for the excluded drug. Upon receipt of the request and all necessary information, the Company shall make a determination and notify the person who made the request of the decision within 24 hours. If an exception is approved, the excluded drug will be covered for the duration of the exigent circumstances.

**3. External Review**

If Your exception request is denied, You, Your designee, or Your prescribing Practitioner may request an external review of the Company's decision by an independent review organization (IRO). To do so, please submit Your request for external review to the Company in writing within four months of the initial denial. You will be notified of the IRO's decision within 72 hours (24 hours if under exigent circumstances) of receipt of Your request for external review. If an exception is approved by the IRO, the excluded drug will be covered for the duration of the prescription, including refills (or under exigent circumstances, the duration of the exigency). If the exception is denied, the decision is final.

**4. Insured Responsibility**

Any Prescription Drug approved for an exception hereunder will be subject to the following Cost Sharing tiers:

Generic Prescription Drugs .....	Tier 2
Brand Prescription Drugs .....	Tier 4
Specialty Prescription Drugs .....	Tier 6

## MAIL ORDER PRESCRIPTION DRUG PROGRAM

### A. General

1. The Company has contracted with a Mail Order Pharmacy to make available to eligible Insureds, Prescription Drugs subject to the provisions of this Mail Order Prescription Drug Program. The benefits specified in this Mail Order Prescription Drug Program are only applicable when obtained through the preferred Mail Order Pharmacy.
2. You have the right to select Your own Pharmacy. Unless otherwise stated, You are not required to fill Your Prescription Drugs through Mail Order Pharmacy. If You choose to fill Your Prescription Drugs through another Mail Order Pharmacy, other than the Company's preferred Mail Order Pharmacy, Your benefits will be subject to the retail Pharmacy Cost Sharing. To determine the classification of Your Pharmacy, use the Pharmacy Locator tool found at [bcbsks.com/prescription-drugs/pharmacy-finder](http://bcbsks.com/prescription-drugs/pharmacy-finder).
3. **Certain High Cost Drugs and Therapies:** Certain drugs or therapies, as determined by the Company, may be subject to specific benefit, administration and billing requirements. Drugs and therapies subject to this program and the criteria are listed at [bcbsks.com/costlydrugs](http://bcbsks.com/costlydrugs).

**NOTE:** All products may not be available from the Mail Order Pharmacy. The Mail Order Pharmacy may determine that certain Prescription Drugs will not be dispensed by the Mail Order Pharmacy when the product cannot be safely delivered to the Insured's home, the product is not available to the Pharmacy or the product is not commercially available.

### B. Cost Sharing

**Mail Order Prescription Drugs are payable at 100% of the allowable charge.**

### C. Covered Services

Prescription Drugs are covered when ordered by Your Practitioner and dispensed by the Mail Order Pharmacy based on a Prescription Order. This includes the filling of the initial Prescription Order and/or refills/reissues of that Prescription Order, except as limited. To determine if Your Prescription Drug is covered on the Formulary, go to [bcbsks.com](http://bcbsks.com) and log in to Your BlueAccess account. You may also contact Customer Service at the telephone number listed on Your Identification Card. Prescription Drugs may be added or deleted from the Formulary on a quarterly basis.

1. Limitations to Your Prescription Order:
  - a. The benefit for Prescription Drugs pursuant to a Prescription Order shall be limited to a supply sufficient for up to 90 consecutive days of therapy based on criteria established by the Company.
  - b. Refills and reissues for Prescription Drugs are permitted once 75% of the current Prescription Order has been used. However, the total amount, including the new refill and any leftover Prescription Drugs from previous refills, must not exceed the limit set by the Company within any 180-day rolling period.
  - c. Prior Authorization is required in order for some Prescription Drugs to be covered under this Program. Prescription Drugs requiring Prior Authorization are listed on the Formulary.
  - d. A Pharmacy is not required to fill a Prescription Order which in the Pharmacist's judgment should not be filled.
  - e. Authorization for an early refill or reissue to accommodate a vacation supply may be obtained by contacting the Company, but not more often than two times per Insured during any 12-month period.
2. Growth hormone therapy is covered only for the Company's preferred growth hormone agent(s) and only under one or more of the following circumstances:

#### **If under age 18 and diagnosed with:**

- a. Both laboratory proven growth hormone deficiency or insufficiency and significant growth retardation; or
- b. Substantiated Turner's Syndrome, Prader-Willi Syndrome or Noonan's Syndrome with significant growth retardation; or
- c. Chronic renal insufficiency and end stage renal disease with significant growth retardation prior to successful transplantation; or
- d. Panhypopituitarism; or
- e. Neonatal hypoglycemia related to growth hormone deficiency.

#### **If age 18 and over with:**

- a. Evidence of pituitary or hypothalamic disease or injury and laboratory proven growth hormone deficiency; or

- b. A history of prior growth hormone therapy for growth hormone deficiency or insufficiency in childhood and laboratory confirmation of continued growth hormone deficiency.

**Children, Adolescents and Adults:**

- a. AIDS wasting syndrome
- b. Short bowel syndrome
- c. Severe burn patients
3. Diabetic Supplies and insulin
4. Oral anticancer medication used to kill or slow the growth of cancerous cells is subject to the Cost Sharing provisions described in the Comprehensive Program section.
5. Psychotherapeutic drugs used for the treatment of Mental Illness and Substance Use Disorders under terms and conditions not less favorable than coverage provided for other Prescription Drugs.
6. Generic Oral contraceptives will be covered at 100%.
7. Off-label Prescription Drugs used for the treatment of cancer.
8. Benefits for certain Prescription Drugs or devices found on the Outpatient Medical Drug Exclusion list are only covered when provided through this Prescription Drug Program and are not covered under the Comprehensive Program unless provided during a Medical Emergency (i.e. not routine/recurring Prescription Drug administration) in a Hospital emergency room. The Outpatient Medical Drug Exclusion list can be found at [bcbsks.com/drugexclusions](http://bcbsks.com/drugexclusions).

**D. Payment of Benefits**

Subject to the Cost Sharing above, Your benefits are based on the following allowable charges:

Mail Order Pharmacy -- The allowable charge for a covered Prescription Drug is as provided for in the Mail Order Pharmacy Agreement. The allowable charge minus the applicable Cost Sharing provision(s) will be paid directly to the Pharmacy.

**E. Exclusions**

Benefits are not provided for:

1. Prescription Drugs for which normally (in professional practice) there is no charge.
2. Prescription Drugs for other than human use.
3. Orthopedic or prosthetic appliances and devices.
4. Contraceptive devices; therapeutic devices; artificial appliances; hypodermic needles; syringes or similar devices. This exclusion applies regardless of the intended use, unless otherwise indicated as a covered service.
5. Prescription Drugs purchased from other than the Mail Order Pharmacy which is contracting with the Company to provide Prescription Drugs to Insureds under this program. This exclusion applies only to benefits under the Mail Order Prescription Drug Program. Claims for Prescription Drugs obtained via mail order from a Pharmacy other than a contracting Mail Order Pharmacy shall be subject to the benefits of the Prescription Drug Program.
6. Charges for delivering any drugs.
7. A drug approved for experimental use.
8. Any drug prescribed or dispensed in a manner that does not agree with generally accepted medical or pharmaceutical practices.
9. Drugs, supplies, and equipment used in intravenous, intralesional, intratympanic, and hemodialysis treatment, unless otherwise specifically indicated as a covered service.
10. Any food item including breast milk, formulas and other nutritional products.
11. Total parenteral nutrition.
12. Drugs available over-the-counter in the equivalent dose which do not require a Prescription Order under federal or state law.
13. Charges for services that are not listed as covered services.
14. Services for injuries or diseases related to Your employment to the extent You are covered or are required to be covered by a worker's compensation law. If You enter into a settlement giving up Your right to recover past or future medical benefits under a worker's compensation law, the Company will not pay past or future medical benefits that are the subject of or related to that settlement.

In addition, if You are covered by a worker's compensation program which limits benefits when other than specified providers are used, and You receive services from a provider not specified by the program, the Company will not pay balances of charges from such non-specified providers after Your benefits under the program are exhausted.

15. Any service provided through a school district pursuant to an Individual Education Plan (IEP) as required under any federal or state law. This exclusion applies whether or not You choose to waive Your rights to these services.
16. Health services associated with accidental bodily injuries arising from a motor vehicle accident to the extent such services are payable under medical expense payment provision of any automobile insurance policy.
17. Services not prescribed by a Practitioner or continued after a Practitioner has advised that further care is not necessary.
18. Services that are not Medically Necessary, as defined in this contract.
19. Prescription Drugs utilized primarily for stimulation of hair growth. This exclusion applies even if the drug is prescribed for purposes other than the stimulation of hair growth.
20. Charges for completion of insurance claim forms.
21. Any drug, device, medical treatment or procedure and related services that are, as of the date of service, Experimental or Investigational as defined in the Definitions section. This exclusion does not apply to routine patient care services (as defined in Kansas Administrative Regulation 40-4-43) provided in an approved cancer clinical trial for which benefits would otherwise be available for the same services when not provided in connection with such clinical trial.
22. Services provided directly for or relative to diseases or injuries caused by or arising out of acts of war, insurrection, rebellion, armed invasion, or aggression.
23. Prescription Drugs, nutrients or supplies related to weight management and obesity, including, but not limited to, those prescribed for purposes other than the treatment of obesity. This includes glucagon-like peptide-1 (GLP-1) receptor agonist products for conditions other than type 2 diabetes.
24. Appetite suppressants.
25. Any service or supply provided or obtained relative to an excluded service. "Provided relative to" refers to any service or supply which would not have been provided or obtained if the excluded service would not have been provided and which is provided on either an Inpatient or Outpatient basis by any Eligible Provider.
26. Growth hormone therapy or other drugs used to treat growth failure except in those situations specifically set out as eligible for benefits.
27. Certain Prescription Drugs that have therapeutically equivalent or interchangeable drugs that are available over the counter (OTC) and may be obtained without a Prescription Order. This would include drug products from the same therapeutic class containing different chemical entities, but which would provide similar effects or the same pharmacological action when administered in therapeutically equivalent doses. These drugs are listed on the Formulary.
28. To determine if Your specific prescription is excluded, go to [bcbsks.com](http://bcbsks.com) and log in to Your BlueAccess account. You may also contact Customer Service at the telephone number listed on Your Identification Card.
29. Specialty Prescription Drugs.
30. Prescription Drugs prescribed by You.
31. Vaccines.
32. Compound Drugs.
33. Tuberculosis vaccine.
34. Anthrax vaccine.
35. Prescription Drugs not listed on the Formulary.

#### **F. Formulary Exception Request Procedure**

You, Your designee, or Your prescribing Practitioner may request an exception to permit coverage for a clinically appropriate drug excluded from the Formulary, but must do so only as provided in this section.

##### **1. Standard Requests**

A standard Formulary exception request must be submitted to the Company in writing and include the reason(s) for the request, including an attestation that ALL otherwise clinically appropriate alternative drugs on the Formulary are contraindicated for You, have caused You to experience an adverse reaction, and/or have been unsuccessful in treating Your condition. Your prescribing Practitioner may be asked to provide medical records to demonstrate the medical need for the excluded drug. Upon receipt of the request and all necessary information, the Company shall make a determination and notify the person who made the request of the decision within 72 hours. If an exception is approved, the excluded drug will be covered for the duration of the prescription, including refills.

**2. Expedited Requests**

An expedited Formulary exception request, available only under exigent circumstances, must be submitted to the Company in writing as an expedited request and include the reason(s) for the request, including an attestation that ALL otherwise clinically appropriate alternative drugs on the Formulary are contraindicated for You, have caused You to experience an adverse reaction, and/or have been unsuccessful in treating Your condition. "Exigent circumstances" means You are suffering from a health condition that may seriously jeopardize Your life, health, or ability to regain maximum function, or when You are currently undergoing a course of treatment using the requested excluded drug. Your prescribing Practitioner may be asked to provide medical records to demonstrate the exigent circumstances and/or the medical need for the excluded drug. Upon receipt of the request and all necessary information, the Company shall make a determination and notify the person who made the request of the decision within 24 hours. If an exception is approved, the excluded drug will be covered for the duration of the exigent circumstances.

**3. External Review**

If Your exception request is denied, You, Your designee, or Your prescribing Practitioner may request an external review of the Company's decision by an independent review organization (IRO). To do so, please submit Your request for external review to the Company in writing within four months of the initial denial. You will be notified of the IRO's decision within 72 hours (24 hours if under exigent circumstances) of receipt of Your request for external review. If an exception is approved by the IRO, the excluded drug will be covered for the duration of the prescription, including refills (or under exigent circumstances, the duration of the exigency). If the exception is denied, the decision is final.

**4. Insured Responsibility**

Any Prescription Drug approved for an exception hereunder will be subject to the following Cost Sharing tiers:

Generic Prescription Drugs .....	Tier 2
Brand Prescription Drugs .....	Tier 4
Specialty Prescription Drugs .....	Tier 6

## PEDIATRIC VISION BENEFITS

Pediatric vision services, as provided under the Kansas Medical Assistance Program/Children's Health Insurance Program, are available to any Insured to the end of the Benefit Period in which the Insured attains the age of 19.

### A. Benefits for Network Providers

All services covered under this Program are payable at 100% of the allowable charge.

### B. Benefits for Out-of-Network Providers

No benefits are available for Out-of-Network Providers.

### C. Covered Services

Except as limited, the prescription eyewear services shown below are covered when ordered, performed and billed by a Professional Provider.

#### 1. Eye Exams

- a. Basic eye exams are covered as needed when provided by ophthalmologists and optometrists.
- b. Two eye exams per month to detect and/or follow medical conditions.
- c. As needed up to one year following cataract surgery when provided by ophthalmologists and optometrists.

#### Limitations:

- a. Refraction is not included in a basic eye exam. Refractions may be provided on the same date of service as the basic eye exam and billed as a separate procedure.
- b. Corneal topography - Corneal topography one time a year with Prior Authorization.

#### 2. Eyeglasses

- a. Standard Frames
  - (1) Standard Frames must include a minimum one-year warranty.
  - (2) Up to three pairs of frames per 365 days
  - (3) If non-standard frames are chosen, the Insured will be responsible for the entire expense of the frames.
- b. Lenses
  - (1) Up to three sets of lenses per 365 days

#### 3. Additional Benefits

Eyeglasses for postcataract surgery when provided within one year following the cataract surgery.

#### 4. Contact Lenses - Contact Lenses require Prior Authorization.

Contact Lenses and replacements are covered for the following:

- a. Monocular aphakia
- b. Bullous keratopathy
- c. Keratoconus
- d. Corneal transplant
- e. Anisometropia of more than three diopters of difference that is causing vision distortion and cannot be corrected with glasses
- f. Aniseikonia of more than three diopters of difference that is causing vision distortion and cannot be corrected with glasses

Contact lens fitting is allowed once per lifetime when contacts are first prescribed and fitted. Subsequent fittings will be considered if a new type of contact lens is being prescribed and fitted.

#### 5. Blepharoplasty and Blepharoptosis procedures require Prior Authorization. The member must meet the following criteria:

- a. Margin Reflex Distance (MRD) must be 1.0 or less in the best eye
- b. Full Flash Photo light reflex must be performed to identify papillary center resting tangent

- c. Visual field loss must be 10-15 degrees above dead center in the best eye for beneficiaries 14 years of age and older. Submit with request visual field loss of both eyes (taped and untaped).
- d. Prior vision history and expected outcomes of surgery must be submitted with request.
- e. If best eye does not meet the above criteria, the surgery is not allowed except in beneficiaries less than 10 years of age.
- f. For coverage of one eye, the same criteria applies unless person only has one functional eye.
- g. For coverage of both eyes, the best eye must meet all of the above criteria.

**D. Exclusions**

- 1. LASIK surgery
- 2. Sunglasses
- 3. Transition lenses
- 4. Tints (including photochromatic)
- 5. Progressive lenses
- 6. Safety glasses
- 7. Athletic glasses
- 8. Orthoptic and/or pleoptic training (also referred to as vision therapy)
- 9. Backup eyeglasses
- 10. Polycarbonate lenses for convenience or cosmetic reasons
- 11. Contact lenses for athletic participation
- 12. Contact sunglasses, colored or tinted of any kind
- 13. Contact lenses for cosmetic purposes
- 14. Eyeglass fitting fees
- 15. Vision therapy

## PEDIATRIC DENTAL BENEFITS

Pediatric dental services, as provided under the Kansas Medical Assistance Program/Children's Health Insurance Program, are available to any Insured to the end of the Benefit Period in which the Insured attains the age of 19.

### A. Benefits for Network Providers

All services covered under this Program are payable at 100% of the allowable charge.

### B. Benefits for Out-of-Network Providers

No benefits are available for Out-of-Network Providers.

### C. Covered Services

#### 1. Preventive Services

- a. Cleanings - limited to once every six months
- b. Fluoride treatments (including fluoride varnishes) - up to three times a year
- c. Sealants - one time a year per tooth

##### Limitations:

- (1) Occlusal surface only
  - (2) Teeth must be free of caries.
  - (3) Not covered when placed over restorations
- d. Space maintainers - one time a year

##### Limitations:

- (1) Covered when medically indicated due to premature loss of posterior primary tooth
- (2) Recementation not covered within 6 months of initial placement.

#### 2. Diagnostic Services

- a. Periodic Dental Evaluation - limited to once every six months
- b. Comprehensive Evaluation - limited to one per lifetime and covered with no member Cost Sharing
- c. X-rays
  - (1) Bitewing
  - (2) Full Mouth - once every three years
  - (3) Panoramic - once every three years

#### 3. Treatment Services

- a. Fillings
  - (1) Silver amalgam
  - (2) Tooth colored composite

Once a restoration is placed on a tooth, a similar restoration on the same tooth will not be covered for at least 12 months unless there is recurrent decay or material failure.
- b. Crowns - Prior Authorization is required for all except Stainless Steel crowns.
  - (1) Stainless steel crowns - Once per 24 months per tooth
  - (2) Metal (only) crowns - Once per 60 months per tooth
  - (3) Metal/porcelain crowns - Once per 60 months per tooth
  - (4) Porcelain (only) crowns - Once per 60 months per tooth
- c. Root Canals (endodontics)
  - (1) Root canals on baby teeth (pulpotomies) - One per tooth per lifetime
  - (2) Root canals on permanent teeth - One per tooth per lifetime
- d. Periodontal therapy - Prior Authorization is required.

**Limitations:** Four quadrants per 12 months with a minimum of four affected teeth per quadrant or four per 12 months with one to three affected teeth per quadrant

- e. Dentures - Prior Authorization is required.
  - (1) Partial dentures - once every 60 months
    - Limitations:** Must replace one or more anterior teeth or replaces two or more posterior teeth unilaterally or three or more posterior teeth bilaterally, excluding 3rd molars
  - (2) Complete dentures - once every 60 months
- f. Orthodontics - Prior Authorization is required.
  - (1) Orthodontics are only covered for eligible children with cases of severe orthodontic abnormality caused by genetic deformity (such as cleft lip or cleft palate) or traumatic facial injury resulting in serious health impairment at the time of service.
  - (2) Retainers (orthodontic)
  - (3) Braces
- g. Oral Surgery
  - (1) Simple extractions
  - (2) Surgical extractions
  - (3) Care of abscesses
  - (4) Cleft palate treatment - Prior Authorization is required.
  - (5) Cancer treatment - Prior Authorization is required.
    - Limitations:** Preventive extractions under the following circumstances:
      - (a) Organ transplant workup
      - (b) intraoral radiation workup
      - (c) heart valve replacement
      - (d) immunodeficient states for which preventive extractions are medically justified
      - (e) potential life-threatening condition
  - (6) Treatment of fractures
  - (7) Biopsies
- h. Emergency room services provided by a dentist
- i. Anesthesia
  - (1) Extensive or complex oral surgical procedures such as impacted wisdom teeth, surgical root recovery from maxillary antrum, surgical exposure of impacted or unerupted cuspids or radical excision of lesions in excess of 1.25 cm
  - (2) General anesthesia
  - (3) Intravenous conscious sedation
  - (4) Analgesia (nitrous oxide)

#### **D. Exclusions**

- 1. Bridges
- 2. Treatment of jaw joint problems (TMJ)
- 3. Non-intravenous conscious sedation

## ALLOWABLE CHARGES

This section will tell You what the allowable charge for a service is. It may or may not be the same as the actual charge. Inclusion of a service or provider type in the Allowable Charges section below does not imply coverage for such service. See Covered Services to determine the extent of Your coverage.

As used herein, actual charge means the total amount billed by a provider to all parties for a particular service.

### **A. Contracting Providers of or on behalf of the Company for other than Ancillary Providers or Prescription Drugs**

The Contracting Provider Agreement between the provider and the Company sets out the method the Company will use to determine allowable charges for covered services. Contracting Providers have agreed to accept the Company's determination of Your benefits as payment in full for covered services, except that You are responsible for payment of any Deductible, Coinsurance or Copayment amounts, non-covered services, private room charges in excess of the allowable amount stated in this contract and amounts in excess of any other benefit limitations of this contract.

### **B. Contracting Providers of the Company for limited services for other than Ancillary Providers or Prescription Drugs**

In certain situations, Institutional Providers may be Contracting Providers for only a limited set of services, e.g., chemical dependency treatment or Outpatient treatment of Medical Emergencies and Accidental Injuries. In such cases, such an Institutional Provider will be treated as a Contracting Provider for the purpose of acceptance of allowable charges established by the Company as payment in full and direct payment of benefits. For services other than the limited set of services identified above, these Institutional Providers will be considered Non-Contracting.

### **C. Prescription Drug Program Benefits**

The allowable charge is the amount that contracting providers of the Company's Pharmacy Benefit Manager have agreed to as payment in full for covered Prescription Drugs and/or supplies except that You are responsible for payment of any Deductible, Coinsurance or Copayment amounts.

### **D. Out-of-Network Providers (including Providers outside of the Company Service Area)**

Allowable charges for Out-of-Network Medical Emergency Services and Services Not Available In-Network are the same as those for the applicable Contracting Provider(s). The allowable charge for a Non-Contracting Provider is subject to change based on regulatory or statutory requirements under federal or state law.

### **E. Dentists**

#### **1. Dental Services provided within the Company Service Area:**

The allowable charge will be the actual charge for covered services up to the maximum amount allowable for the same procedure by dentists that are Contracting Providers of the Company with the same licensure or certification. If no Contracting Providers provide the same service, the Company will determine an amount to be allowed for the procedure in its discretion.

#### **2. Dental Services provided outside the Company Service Area:**

No benefits are available for Out-of-Network Providers except for Medical Emergency Services and Services Not Available In-Network.

### **F. Out-of-Area Services**

#### **1. In areas where the Company offers contracting provider status directly or through arrangements to a class or classes of providers (such as Hospitals and/or physicians):**

- a. When a provider in such class contracts with the Company on behalf of the Company, the provisions in section A apply.
- b. When a provider in such class does not contract with the Company on behalf of the Company, the provisions in section D apply.

#### **2. For out-of-area Medical Emergency Services and Services Not Available In-Network:**

The Company has a variety of relationships with other Blue Cross and/or Blue Shield Licensees, referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever You access healthcare services outside of our Company Service Area, the claim for those services may be processed through one of these Inter-Plan Arrangements, which include the BlueCard Program and may include negotiated National Account arrangements available between us and other Blue Cross and Blue Shield Licensees.

Typically, when accessing care outside our Company Service Area, You will obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, You may obtain care from non-participating healthcare providers. Our payment practices in both instances are described or referenced below.

**a. BlueCard Program (not applicable to Ancillary Providers and Dental Services not associated with Accidental Injuries):**

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

Whenever You access covered healthcare services outside our Company Service Area and the claim is processed through the BlueCard Program, the amount You pay for covered healthcare services is calculated based on the lower of:

- (1) The billed covered charges for Your covered services
- (2) The negotiated price that the Host Blue makes available to us.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to Your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with Your 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, also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price we use for Your claim because they will not be applied retroactively to claims already paid.

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to Insured accounts. If applicable, the Company will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

If You receive covered healthcare services under a Value-Based Program inside a Host Blue's service area, You will not bear any portion of the provider incentives, risk sharing, and/or care coordination fees of such arrangement (other than through Your premium contributions), except when a Host Blue passes these fees to us through average pricing, or actual pricing. Value-Based Program means 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 factors and is reflected in provider payment.

**b. Non-Participating Healthcare Providers Outside the Company Service Area:**

See section D, Out-of-Network Providers, above.

**c. Blue Cross Blue Shield Global® Core Program**

**General Information**

If You are outside the United States, You may be able to take advantage of the Blue Cross Blue Shield Global® Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global® Core Program is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a Practitioner or Hospital) outside the BlueCard service area, You should call the Blue Cross Blue Shield Global® Core Service Center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

**Inpatient Services**

In most cases, if You contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require You to pay for covered inpatient services, except for Your Deductibles, Coinsurance, etc. In such cases, the hospital will submit Your claims to the Blue Cross Blue Shield Global® Core Service Center to begin claims processing. However, if You paid in full at the time of service, You must submit a claim to receive reimbursement for covered healthcare services. You must contact us to obtain Precertification for non-emergency inpatient services.

**Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require You to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered healthcare services.

#### **Submitting a Blue Cross Blue Shield Global® Core Claim**

When You pay for covered healthcare services outside the BlueCard service area, You must submit a claim to obtain reimbursement. For institutional and professional claims, You should complete a Blue Cross Blue Shield Global® Core International claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global® Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from us, the Blue Cross Blue Shield Global® Core Service Center or online at [bcbsglobalcore.com](http://bcbsglobalcore.com). If You need assistance with Your claim submission, You should call the Blue Cross Blue Shield Global® Core Service Center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

#### **G. Ancillary Providers**

##### **The contracting status of Ancillary Providers is determined as follows:**

1. Independent Laboratory - Determined by the contracting status of the Independent Laboratory with the Blue Cross and/or Blue Shield Licensee in whose service area the specimen was drawn. Where the specimen was drawn will be determined by the physical location of the referring provider at the time of service.
2. Home Medical Equipment Supplier - Determined by the contracting status of the Home Medical Equipment Supplier with the Blue Cross and/or Blue Shield Licensee in whose service area the equipment was shipped to or purchased at a retail store.
3. Specialty Pharmacy - Determined by the contracting status of the Specialty Pharmacy with the Blue Cross and/or Blue Shield Licensee will be determined by the physical location of the ordering physician at the time of service.
4. Air Ambulance - Determined by the contracting status of the Air Ambulance with the Blue Cross and/or Blue Shield Licensee based on the ZIP code of the location where the member is picked up.

Contracting Ancillary Providers - The allowable charge is the amount the Ancillary Provider has agreed upon with the applicable Blue Cross and/or Blue Shield Licensee as payment in full for covered services, except You are responsible for payment of any Deductible, Coinsurance or Copayment amounts.

Non-Contracting Ancillary Providers - The allowable charge is the actual charge for covered services up to the maximum amount allowable for an Ancillary Provider that is a Contracting Provider.

## GENERAL EXCLUSIONS

The following General Exclusions apply to all Your coverages described in this contract. Additional limitations and exclusions that apply to specific benefits may be found within the description of such benefits.

### A. Benefits will not be provided for:

1. Services that are not listed as covered services.
2. Services for injuries or diseases related to Your employment to the extent You are covered or are required to be covered by a worker's compensation law. If You enter into a settlement giving up Your right to recover past or future medical benefits under a worker's compensation law, the Company will not pay past or future medical benefits that are the subject of or related to that settlement.

In addition, if You are covered by a worker's compensation program which limits benefits when other than specified providers are used and You receive services from a non-specified provider not specified by the program, the Company will not pay balances of charges from such non-specified providers after Your benefits under the program are exhausted.

3. Any service provided through a school district pursuant to an Individual Education Plan (IEP) as required under any federal or state law. This exclusion applies whether or not You choose to waive Your rights to these services.
4. Services not prescribed by a Practitioner or continued after a Practitioner has advised that further care is not necessary.
5. Services that are not Medically Necessary, as defined in the contract.
6. Services that are determined not to be medically necessary through the hospital's utilization review process. In the absence of a hospital utilization review process, the Company has the right to determine when services are medically unnecessary.
7. Services provided by Institutional and Professional Providers for unnecessary Inpatient admissions when services and evaluations that could satisfactorily be provided on an Outpatient basis.
8. Any drug, device or medical treatment or procedure and related services that are, as of the date of service, Experimental or Investigational as defined in the Definitions section. This exclusion does not apply to routine patient care services (as defined in Kansas Administrative Regulation 40-4-43) provided in an approved cancer clinical trial for which benefits would otherwise be available for the same services when not provided in connection with such clinical trial.
9. Procedures and diagnostic tests that are considered to be obsolete by a professional medical-advisory committee.
10. Services provided directly for or relative to diseases or injuries caused by or arising out of acts of war, insurrection, rebellion, armed invasion or aggression.
11. Services that are already covered under another provision of this contract.
12. Blood or payment to blood donors.
13. Bariatric surgery, hospitalizations, Prescription Drugs and nutrients related to weight management and obesity. This includes glucagon-like peptide-1 (GLP-1) receptor agonist products for conditions other than type 2 diabetes.
14. Inpatient Skilled Care, Intermediate Care, Convalescent Care, Custodial/Maintenance Care or Rest Cures.
15. All services associated with transplant procedures except those specifically set out as benefits.
16. Services associated with any mass screening type of physical or health examination except for pap smears and mammograms performed at a mobile facility certified by the Centers for Medicare and Medicaid Services. Examples of mass screenings are mobile vans, school testing programs, surveillance testing and testing for purposes of employment.
17. Autogenic biofeedback services and materials except for urinary incontinence in adults 18 years old and older.
18. Acupuncture or dry needling.
19. Services related to sexual function unless specifically listed under the Covered Service section. Exception: Reconstructive surgery for the treatment of gender dysphoria limited to mastectomy, gonadectomy and/or genital reconstructive surgery.
20. Reversals, including sterilization procedures and gender dysphoria surgery (including revisions).
21. In vitro fertilization, in vivo fertilization or any other medically-aided insemination procedure.

22. Charges for autopsies, unless the autopsy is requested by the Company.
23. Travel or transportation expenses other than covered Ambulance Services. Some travel expenses related to covered services may be reimbursed as determined by the Company.
24. Charges for completion of insurance claim forms.
25. Laboratory services performed by an independent laboratory that is not approved by Medicare.
26. Prescription Drugs utilized primarily for stimulation of hair growth. This exclusion applies even if the drug is prescribed for purposes other than the stimulation of hair growth.
27. Cosmetic or reconstructive surgery except when the surgical procedure is one of the following:
  - a. Cosmetic or reconstructive repair of an Accidental Injury that occurs after the date from which You have had continuous coverage with the Company.
  - b. Reconstructive breast surgery in connection with a Medically Necessary mastectomy that resulted from a medical illness or injury. This includes reconstructive surgery on a breast on which a mastectomy was not performed in order to produce a symmetrical appearance.
  - c. Repair of congenital abnormalities and hereditary complications or conditions, limited to:
    - (1) Cleft lip or palate.
    - (2) Birthmarks on head or neck.
    - (3) Webbed fingers or toes.
    - (4) Supernumerary fingers or toes.
  - d. Reconstructive services performed on structures of the body to improve/restore impairments of bodily function resulting from disease, trauma, congenital or developmental anomalies, or previous therapeutic processes.

For purposes of this provision, the term "cosmetic" means procedures and related services performed to reshape structures of the body in order to alter the individual's appearance.
28. Refractive procedures including radial keratotomies, corneal relaxation, keratophakia, keratomileusis or any other procedure used to reshape the corneal curvature except for Medically Necessary procedures associated with severe anisometropia.
29. All services associated with Temporomandibular Joint Dysfunction Syndrome except those services specifically set out as benefits.
30. Health services associated with accidental bodily injuries arising from a motor vehicle accident to the extent such services are payable under a medical expense payment provision of any automobile insurance policy.
31. Automatic external defibrillators.
32. Institutional Provider services for personal items such as television, radio, telephone, comfort kits, materials used in occupational therapy, air conditioning provided on an optional basis or internet access.
33. Professional Provider services or charges for:
  - a. Services where the Provider would normally make no charge.
  - b. Travel expenses, mileage, time spent traveling, telephone calls, charges for services provided over the telephone, services provided through e-mail or electronic communications, unless otherwise indicated as a covered service.
  - c. Services ordered or performed by You, an immediate relative or member of Your household. "Immediate relative" means the husband or wife, children, parents, brother, sister or legal guardian of the person who received the service. "Member of Your household" means anyone who lives in the same household and who was claimed by You as a tax deduction for the year during which the service was provided.
  - d. Repair or replacement of dental plates and all dental care other than that listed as a covered service.
  - e. The fitting of hearing aids, servicing of visual corrective devices or consultations related to such services; orthoptic and visual training and drugs for vision correction to prevent the use of reading glasses, eyeglasses or contact lenses.
34. Any service associated with dental implants, including surgical treatment or diagnostic services except as otherwise stated in this contract.
35. Educational services other than those pertaining to diabetic education as specified in the Covered Services section or as required under the Preventive Health Benefits section.

36. Dental appliances or restorations necessary to increase vertical dimensions or restore the occlusion.
37. Any food item including breast milk, formulas and other nutritional products.
38. Appetite suppressants.
39. Drugs which are available in an equivalent dose over-the-counter and which do not require a Prescription Order by federal or state law.
40. Services for disorders specified in the Diagnostic and Statistical Manual of Mental Disorders IV (1994) which are not attributable to a mental disorder and are a focus of clinical attention, e.g., marriage counseling. This exclusion applies to all benefits provided by this contract; it is not limited to those benefits listed for Mental Illness or Substance Use Disorders.
41. Any service or supply provided or obtained relative to an excluded service. "Provided relative to" refers to any service or supply which would not have been provided or obtained if the excluded service would not have been provided and which is provided on either an Inpatient or Outpatient basis by any Eligible Provider.
42. Diagnostic tests and evaluations are ordered, requested or performed solely for the purpose of resolving issues in the context of legal proceedings, including those concerning custody, visitation, termination of parental rights, civil damages or criminal actions.
43. Services, appliances or restorations for altering vertical dimension for restoring occlusion, for replacing tooth structure lost by attrition or abrasion, bruxism, erosion or abfractions, for aesthetic purposes, splinting or equilibration.
44. Temporary or Provisional dental services and procedures, including, but not limited to, Provisional crowns, Provisional splinting, interim complete or partial dentures. "Provisional" means a service or procedure that is provided for temporary purposes or is used over a limited period; a temporary or interim solution; usually refers to a prosthesis or individual tooth restoration.
45. Dental services and prosthodontic devices that are duplicated in whole or in part, due to the Insured failing to complete the initial treatment plan.
46. Pharmacological agent(s) inserted into a periodontal pocket to suppress pathogenic microbiota.
47. Any device used for enhancing or enabling communication except for an electrolarynx.
48. Non-medical services (including but not limited to, legal services, social rehabilitation, educational services, vocational rehabilitation, job placement services).
49. Services of volunteers.
50. Any assessment to attend an alcohol and drug safety action program by a diversion agreement or by court order.
51. Prostheses that require surgical insertion into the body and are billed by an entity or person that is not the Hospital or Ambulatory Surgical Center where the surgery was performed.
52. Services for or related to elective abortions.

For purposes of this provision, "elective" means as follows: for any reason other than to prevent the death of the mother upon whom such services are performed, except that it includes those services based on a claim or diagnosis that the mother shall or may engage in conduct likely to result in her death.

For the purpose of this provision, "abortion" means as follows: the use or prescription of any instrument, medicine, drug or any other substance or device to terminate the pregnancy of a woman known to be pregnant with an intention other than to increase the probability of a live birth, to preserve the life or health of a child after live birth or to remove a dead unborn child who died as the result of natural causes in utero, accidental trauma or physical assault on the pregnant woman or her unborn child and which causes the premature termination of the pregnancy.

53. Adult eye examinations to determine the need for vision correction.

## APPEAL PROCEDURES

This section outlines the procedures for and the time periods applicable to Claim and Appeal determination decisions for Adverse Decisions. It is the policy of the Company to afford Insureds a full and fair review of Claim decisions and Appeal decisions as described in this contract.

However, an Insured's rights accrued hereunder or under applicable state or federal law (including but not limited to ERISA) are not assignable to any person or entity. Authorized Representatives may be designated as provided in section A below.

### A. Definitions

For the purpose of this Appeal Procedures section, the following terms and their definitions apply:

1. **Adverse Decision:** for the purposes of these Appeal procedures (and ERISA, as applicable), means a denial in whole or in part of a Pre-Service Claim or a Post-Service Claim and for which You are financially responsible or, for a Pre-Service Claim, for which You would be financially responsible, if You obtained the service. Adverse Decision, for the purposes of External Review procedures, is limited to the definition of Adverse Decision Eligible for External Review. Adverse Decision also means any denial of eligibility for coverage hereunder or retroactive cancellation of coverage other than for non-payment of premium.
2. **Adverse Decision Eligible for External Review:** (1) in the case of other than an Emergency Medical Condition, a Claim for a proposed or delivered health care service which would otherwise be covered under this contract but for which the Insured has received an Adverse Decision following an Appeal due to the fact that the service is not or was not Medically Necessary or the health care treatment has been determined by the Company to be Experimental or Investigational and the denial leaves the Insured with a financial obligation or prevents the Insured from receiving the requested service or (2) in the case of an Emergency Medical Condition, a Claim for which an initial Adverse Decision by the Company that a proposed health care service which would otherwise be covered under this contract is not Medically Necessary or the health care treatment has been determined by the Company to be Experimental or Investigational and the denial would leave the Insured with a financial obligation or prevents the Insured from receiving the requested service or (3) a Pre-Service Request for a benefit determination or advance approval a) that is not a Pre-Service Claim; b) which is denied by the Company due to the fact the requested services are not Medically Necessary or are Experimental or Investigational; and c) based upon which You choose not to obtain the requested services. For item (3) above, no Appeals need be submitted to the Company in order for the Adverse Decision to be eligible for External Review. For items (1) and (2) above, the procedure in section C. below applies. Notwithstanding any provision of this contract to the contrary, the External Review procedure is not available for dental services.
3. **Appeal:** a written request, except in the case of Urgent Care in which case the request may be submitted orally or in writing, for review of an Adverse Decision that is submitted to the Company by an Insured or the Insured's Authorized Representative.
4. **Authorized Representative:** for non-urgent care, a person designated by You in writing as authorized to represent them for Appeals as permitted under ERISA. This may only be achieved through use of a form provided by the Company by contacting Customer Service at the telephone number on the back of Your Identification Card. Any attempt to designate via any other form shall be deemed void and ineffective on its face. For Urgent Care, such written authorization is not required if the Appeal is made on Your behalf by a health care provider with knowledge of Your medical condition.
5. **Claim for Benefits or Claim:** a request for treatment benefit or payment benefits made by an Insured in accordance with the Company's procedure for filing Claims. A Claim includes both Pre-Service Claims and Post-Service Claims. A Claim must have sufficient information upon which to base a decision regarding benefits according to all of the provisions of the contract.
6. **Emergency Medical Condition:**
  - a. The sudden, and at the time, unexpected onset of a health condition that requires immediate medical attention, where failure to provide medical attention would result in a serious impairment to bodily functions, serious dysfunction of a bodily organ or part or would place a person's health in serious jeopardy;
  - b. a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the Insured or would jeopardize the Insured's ability to regain maximum function; or
  - c. a medical condition for which coverage has been denied based on a determination that the recommended or requested health care service or treatment is experimental or investigational, if the Insured's treating physician certifies, in writing, that the recommended or requested health care service or treatment for the medical condition would be significantly less effective if not promptly initiated.

7. **ERISA:** the Employee Retirement Income Security Act of 1974. ERISA is a federal law that applies to employer sponsored health benefit plans if the employer is not a government entity or a church organization.
8. **External Review:** the review of an Adverse Decision by an External Review Organization.
9. **External Review Organization:** an entity that conducts independent External Reviews of Adverse Decisions pursuant to a contract with the Kansas Department of Insurance.
10. **Pre-Service Claim:** a request for a Claims decision when Prior Authorization of the services is required by the Company.
11. **Pre-Service Request:** a request for advance information on the Company's possible coverage of items or services or advance approval of covered items or services that do not constitute Pre-Service Claims. Subsequent inquiries regarding the same service or item shall not be considered a Pre-Service Request unless additional substantive clinical information is provided.
12. **Post-Service Claim:** a request for a Claims decision for services that have been provided.
13. **Urgent Care:** care for a condition that delay in receiving such care could seriously jeopardize the life or health of the Insured or the ability of the Insured to regain maximum function or, in the opinion of a physician knowledgeable of the Insured's condition, would subject the Insured to severe pain that could not be adequately managed without care or treatment. In determining whether a Claim involves Urgent Care, the Company must apply the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, if a physician with knowledge of the Insured's medical condition determines that a Claim involves Urgent Care, the claim must be treated as an Urgent Care Claim.

**B. Initial Claim Decisions**

The time periods in which the Company must make initial Claim decisions (the first determination of benefits available for an Urgent Care Claim, a Pre-Service Claim or a Post-Service Claim) are as follows:

<b>Action</b>	<b>Urgent Care Claim</b>	<b>Pre-Service Claim</b>	<b>Post-Service Claim</b>
Initial Benefit Decision (from the date the Claim is received by the Company)	72 hours	15 days	30 days
Extension (from the date the Claim is received by the Company)	None - Notice requesting additional information due - 24 hours*	30 days*	45 days*
* The time periods listed are those required. An Insured may voluntarily agree to provide the Company additional time within which to make a decision.			
Time for Insured to Provide more Information (from the date the information was requested by the Company)	48 hours	45 days	45 days

**C. Appeal of Initial Adverse Decisions (including Adverse Decisions Eligible for External Review)**

An Insured or the Insured's Authorized Representative has the right to obtain, without charge, copies of documents relating to the Adverse Decision and has the right to appeal an Adverse Decision from an initial Claim decision.

1. The time periods that apply to Appeal decisions are as follows:

<b>Action</b>	<b>Urgent Care Claim</b>	<b>Pre-Service Claim</b>	<b>Post-Service Claim Retroactive Cancellation Eligibility Denial</b>
Time to File Appeal (from the date of receipt of the Adverse Decision)	180 days	180 days	180 days
Appeal Decision (from the date the Appeal is received by the Company)	72 hours	15 days	30 days
Extension (from the date the Appeal is received by the Company)	None*	None*	None*

\* The time periods listed are those required. An Insured may voluntarily agree to provide the Company additional time within which to make a decision.

2. An Appeal will be coordinated by a representative of the Company's Customer Service.

#### **D. Procedure for Pursuing an External Review**

1. The Insured has the right, to request an External Review of an Adverse Decision Eligible for External Review after an Appeal (where applicable) has been completed or when the Insured has not received a final Adverse Decision within 60 days of seeking such review, unless the delay was requested by the Insured. In the case of a request for an External Review of an Adverse Decision Eligible for External Review involving an Emergency Medical Condition, such request may be made before the Insured has exhausted all the other available review procedures. The Company will notify the Insured in writing regarding a final Adverse Decision and of the opportunity to request an External Review.
2. Within 4 months of receipt of the notice of a final Adverse Decision, the Insured, the treating physician or health care provider acting on behalf of the Insured with written authorization from the Insured, or a legally authorized designee of the Insured must make a written request for an External Review to the Kansas Insurance Commissioner, at the Kansas Department of Insurance, 1300 SW Arrowhead Road, Topeka, KS 66604, (785) 296-3071 or (800) 432-2484.
3. Within 10 business days of receipt of such request (immediately, when the request for External Review involves an Emergency Medical Condition), the Kansas Insurance Commissioner will notify the Insured and other involved parties as to whether the request for External Review is granted.
4. For those requests that qualify for External Review, the External Review Organization will issue a written decision to the Insured and the Kansas Insurance Commissioner within 30 business days. The External Review Organization will issue its written decision within 72 hours when the request for External Review involves an Emergency Medical Condition. The standard of review shall be whether the health care service denied by the Company was Medically Necessary or in the case of reviews regarding Experimental or Investigational treatment, whether the health care service denied by the Company was covered or excluded from coverage under the terms of this contract.
5. The decision of the External Review Organization may be reviewed directly by the district court at the request of either the Insured, insurer or health insurance plan. The review by the district court shall be de novo. The decision of the External Review Organization shall not preclude the Insured, insurer or health insurance plan from exercising other available remedies applicable under state or federal law. Seeking a review by the district court or any other available remedies exercised by the Insured, insurer or health insurance plan after the decision of the External Review Organization will not stay the External Review Organization's decision as to the payment or provision of services to be rendered during the pendency of the review by the insurer or health insurance plan. All material used in an External Review and the decision of the External Review Organization as a result of the External Review shall be deemed admissible in any subsequent litigation.

The right to External Review shall not be construed to change the terms of coverage under this contract. In no event shall more than one External Review be available during the same year for any request arising out of the same set of facts.

#### **E. Right to a Judicial Review**

You have the right to bring suit (including under ERISA Section 502(a) if applicable) in state or federal court (as appropriate) only after You have exhausted the Appeal of an Adverse Decision, whether or not You pursue External Review. However, in the case of an Adverse Decision Eligible for External Review involving an Emergency Medical Condition, no Appeal is necessary and only completion of the External Review process is required in order for the right to bring suit to accrue. In all events, such suit must be commenced no later than 5 years after the date from the time written proof of loss is required to be given.

#### **F. Strict Adherence by Company**

If for any reason the Company fails to strictly adhere to these appeal procedures as required by state or federal law, the Insured shall be deemed to have exhausted the internal claims and appeals process regardless of whether the Company asserts it substantially complied with appeals procedures or committed any de minimis error.

## UNIFORM POLICY PROVISIONS AND GENERAL INFORMATION

- A. Entire Contract Changes:** This contract with the attached papers is the entire contract between You and the Company. No change in this contract shall be valid until approved by the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.
- B. Time Limit On Certain Defenses:** After 2 years from the date of issue of this contract only fraudulent misstatements in the application may be used to void this contract or deny any claim for loss which begins after such 2 year period.

No claim for loss incurred shall be reduced or denied unless specifically excluded.

- C. Grace Period:** Unless written notice of the Company's intent not to renew this contract is delivered to You at Your last address as shown in the Company's records, at least 15 days prior to the premium due date, this contract has a 10 day grace period. This means that if a premium is not paid on or before its due date, it may be paid during the 10 days that follow. During the grace period this contract will stay in force. Unless premiums are paid by the end of the grace period, this contract will be cancelled effective the date to which premiums have been paid.

For individuals receiving advance premium tax credits, this contract has a 3-month grace period. This means that if a premium is not paid on or before its due date, it may be paid during the 3-months that follow. During the grace period this contract will stay in force. Unless premiums are paid by the end of the grace period, this contract will be cancelled 30 days following the original due date.

- D. Reinstatement:** If the premium is not paid during the grace period, this contract will be cancelled. To re-enroll You must have a triggering event for a Special Enrollment opportunity or wait for the next Open Enrollment.
- E. Notice of Claim:** You are responsible for submitting written notice of claim within 20 days after a covered loss begins or as soon as reasonably possible. If Your provider submits written notice on Your behalf within the time period specified above, such notice will satisfy the requirements of this provision. The notice can be given to the Company at 1133 SW Topeka Boulevard, Topeka, Kansas 66629. Notice should include Your name and Your identification number as stated on Your Identification Card.
- F. Claim Forms:** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the claimant shall be deemed to have complied with the claim filing requirements of this contract.
- G. Proof of Loss (Prompt Filing of Claims):** Written proof of loss must be furnished to the Company at 1133 SW Topeka Boulevard, Topeka, Kansas 66629, in case of claim for loss for which this contract provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Company is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
- H. Time of Payment of Claims:** Benefits payable under this contract will be paid immediately upon receipt of proper written proof of loss.
- I. Payment of Claims:**

1. For covered services received from the following providers other than Pharmacies:

- a. **Contracting Provider of the Company or another entity on behalf of the Company:** Your benefits will be paid directly to the Contracting Provider.
- b. **Contracting Provider of the Company for limited services:**
- (1) When You receive services for which the provider is contracting Your benefits will be paid directly to the Contracting Provider.
  - (2) When You receive services for which the provider is not contracting Your benefits will be paid directly to You. Such benefits are personal to You and cannot be assigned to any other person or entity.
- c. **Non-Contracting Provider in the Company Service Area:** Your benefits will be paid directly to You. Such benefits are personal to You and cannot be assigned to any other person or entity.
- d. **Covered Provider in a class of providers that are not offered Contracting Provider status:**  
Your benefits will be paid directly to You, with such benefits being personal to You and not assignable to any other person or entity.

e. **Covered Provider Outside the Company Service Area:**

(1) Located in an area where the Company offers contracting provider status, directly or through arrangements with another entity, to the provider from whom service was received:

(a) If the provider is a Contracting Provider, Your benefits will be paid to the provider.

(b) If the provider is a Non-Contracting Provider, Your benefits will be paid directly to You, with such benefits being personal to You and not assignable to any other person or entity.

(2) Located in an area where the Company does not offer contracting provider status, either directly or through arrangements with another entity, to the provider from whom service was received:

(a) In instances where the Insured receives service from a provider that is contracting with the Blue Cross and/or Blue Shield Company servicing the area in which the provider is located, payment will be made directly to the provider.

(b) In instances where the Insured receives service from a provider that is not contracting with the Blue Cross and/or Blue Shield Company servicing the area in which the provider is located, Your benefits will be paid directly to You, with such benefits being personal to You and not assignable to any other person or entity.

f. Any benefits unpaid at Your death may be paid to Your estate.

If benefits are payable to Your estate, the Company may pay up to \$1,000 to anyone related to You by blood or marriage, whom the Company considers to be entitled to the benefits. The Company will be discharged to the extent of any such payment made in good faith.

g. Notwithstanding the above provisions, Your benefits may be paid directly to the provider instead of You when:

(1) the Host Blue plan in the area in which the provider is located, in carrying out their duties under the BlueCard program, reasonably believes they are obligated to pay the provider pursuant to the laws of their state; or

(2) the benefits are processed via the Blue Cross Blue Shield Global® Core Program.

2. For covered services received from Pharmacies:

a. Your benefits will be paid directly to You. Such benefits are personal to You and cannot be assigned to any other person or entity.

b. Any benefits unpaid at Your death may be paid to Your estate.

If benefits are payable to Your estate, the Company may pay up to \$1,000 to anyone related to You by blood or marriage, whom the Company considers to be entitled to the benefits. The Company will be discharged to the extent of any such payment made in good faith.

**J. Physical Examination:** The Company, at its expense, has the right to have You examined as often as reasonably necessary while a claim is pending.

**K. Legal Actions:** No legal action may be brought to recover on this contract within 60 days after written proof of loss has been given as required by this contract. No such action may be brought after 5 years from the time written proof of loss is required to be given.

**L. Proof of Coverage:** You have the right to request and obtain proof of coverage from the Company while You are an Insured and up to 24 months following the date on which Your coverage cancelled. To request proof of coverage, contact the Customer Service phone number on Your Identification Card.

**M. Company's Right to Determine if Services are Medically Necessary:** Benefits are available only for medically necessary services. The Company has the right to require information, including medical records, to make this decision.

**N. Insured/Provider Relationship:** The choice of a provider is solely that of the Insured.

**O. The Company's Responsibility is Limited:** Institutional Provider services are subject to the rules and regulations of the provider including rules about admissions, discharge and availability of services. The Company does not guarantee that admission or any specific type of room or kind of service will be available.

The Company is obligated to provide benefits for the services of Your Eligible Provider only to the extent provided in this contract. The Company does not guarantee the availability of a provider.

The Company shall not be liable for any acts or admissions of any provider of service. This includes negligence, misconduct, malpractice, refusal to provide a service or breach of contract.

**P. Your Identification Card:** When You receive services, show Your current Identification Card when obtaining services from an Eligible Provider at the provider's office.

**Q. Your Authorization:** By accepting coverage under this contract, You permit the Company to request any information related to a claim for services that You received and authorize that any information may be given to the Company regarding medical services You have received. This applies to all types of claims, including claims related to Medicare.

If the Company asks for information and does not receive it, payment for covered services cannot be made. The claim will be processed for payment only when the requested information has been received and reviewed.

**R. Errors Related to Your Coverage:** If the Company's records of Your coverage are in error due to a Company error or delay, the record will be corrected after discovery of the error. If Your premiums are affected, the Company may need to make a retroactive change in Your premiums. The Company will make appropriate changes in Your coverage and/or premiums to ensure that You have the coverage You are entitled to under this contract.

The Company has the right to correct benefit payments which are made in error. Providers and/or You have the responsibility to return any overpayments to the Company. The Company has the responsibility to make additional payments if an underpayment is made.

**S. Notice:**

1. **From the Company to an Insured:** A notice sent to an Insured by the Company is considered given when mailed to the Insured's address as it appears in the records of the Company.

2. **From the Insured to the Company:** Notice to the Company is considered given when received by the Company at 1133 SW Topeka Boulevard, Topeka, Kansas 66629. Any such notice should include the Insured's name and the identification number on the Identification Card.

**T. Notification of Change:** You will be given notice of any benefit change by a new contract, rider, amendment or other means as permitted by law.

**U. Acceptance of Change:** If premium payment is made to the Company after the effective date of any change to this contract, such payment shall be deemed consent to that change.

**V. Payment of Premiums:**

1. The premiums for this contract are due and payable as follows:

- a. Initial premiums -- In advance of the date this coverage becomes effective for You
- b. Subsequent premiums -- On the first day of each subsequent payment period

2. Nonpayment of premiums occurs when:

- a. Premiums are not paid by the due dates as provided in V.1. above; and/or
- b. Premiums are not paid by You, Your relative by blood, marriage or adoption, or an organization specifically designated by federal or state law as an entity from whom the Company must accept premiums.

**W. Independent Licensee Status:** The Insured hereby expressly acknowledges its understanding this contract constitutes a contract solely between the Insured and the Company, which is an independent corporation operating under an agreement with the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting the Company to use the Blue Cross and/or Blue Shield Service Marks in the State of Kansas and that the Company is not contracting as the agent of the Association. The Insured further acknowledges that it has not entered into this contract based upon representations by any person other than the Company and that no person, entity, or organization other than the Company shall be held accountable or liable to the Insured for any of the Company's obligations to the Insured created under this contract. This paragraph shall not create any additional obligations whatsoever on the part of the Company other than those obligations created under other provisions of this agreement.

**X. Claims Recoveries:** There may be circumstances in which the Company recovers amounts paid as claims expense from the provider of service, from the Insured or from a third party. Such circumstances include rebates paid to the Company by pharmaceutical manufacturers based upon amounts of claims paid by the Company for certain specified pharmaceuticals, amounts recovered by the Company from health care providers or pharmaceutical manufacturers through certain legal actions instituted by the Company relating to the claims expense of more than one Insured, recoveries by the Company of overpayments made to health care providers or to Insureds, and recoveries from other parties with whom the Company contracts or otherwise relies upon for payment or pricing of claims. The following rules govern the Company's actions with respect to such recoveries:

1. In the event such recoveries relate to claims paid more than a year and 90 days before the recovery, no adjustment will be made to any Deductible, Coinsurance or Copayments paid by an Insured and the Company shall be entitled to retain such recoveries for its own use. If the recovery relates to a claim paid

within a year and 90 days and is not otherwise addressed herein, Deductible, Coinsurance or Copayment amounts for an Insured will be adjusted for the applicable Benefit Period if affected by the recovery.

2. In the event the Company receives from pharmaceutical manufacturers rebates based upon amounts of claims paid by the Company for certain specified pharmaceuticals, the Company shall be entitled to retain such rebates for its own use and no adjustments will be made to Deductible, Coinsurance, or Copayments paid by an Insured.
  3. If an Insured is no longer covered by the Company at the time any such recovery is made, regardless of the amount or of the time of such recovery, the Company shall be entitled to retain such recovery for its own use.
  4. If such recovery amounts cannot be attributed on an individual basis, because of having been paid as a lump sum settlement for less than the total amount of claims expense of the Company or otherwise, no adjustments will be made to any Deductible, Coinsurance or Copayments paid by the Insured and the Company shall be entitled to retain such recovery for its own use.
  5. The amount of any recoveries which are otherwise available for adjustments to Deductible, Coinsurance or Copayments will be reduced by the cost to the Company to procure that recovery, including amounts paid in attorney fees, amounts paid to collection agencies or other entities obtaining recoveries on a contingency basis.
  6. Under no circumstances shall such claim recoveries include subrogation.
- Y. Benefit Inquiries:** For additional information regarding the benefits covered hereunder or to obtain a copy of the list of Network Providers that when used will assure that You are receiving the highest possible level of benefits available under this contract, call the Customer Service phone number on Your Identification Card. Information You request about benefits and lists of Network Providers will be furnished without charge.
- Z. Potentially Inappropriate Use of Covered Services and Prescription Drugs by Insureds:** If the Company determines that an Insured's pattern of use for covered services or Prescription Drugs is not consistent with generally accepted standards of medical practice, the Company may require the Insured to participate in mandatory Case Management. If the Insured does not then actively participate in Case Management or demonstrate appropriate behavior during Case Management, the Company has the right to restrict access to and therefore deny the applicable medical and/or Pharmacy benefits. If restrictive action is taken, the Insured will be notified in writing of such restrictions at least 30 days in advance.
- AA. Choice of Law:** The terms of this contract shall be construed solely pursuant to the laws of the state of Kansas to the extent not pre-empted by federal law.
- BB. State and Federal Law:** All benefits, coverages, and exclusions under this contract are subject to state and federal requirements. If any provision in this contract is inconsistent with the applicable law, it shall be deemed amended to conform to the requirements of such law.

## COORDINATION OF BENEFITS WITH OTHER COVERAGE

The Coordination of Benefits (COB) provision applies when a person has health care coverage under more than one plan. Plan is defined below.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called 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 does not exceed 100% of the total allowable expense.

### A. Definitions

1. A plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate certificates are used to provide coordinated coverage for members of a group, the separate certificates are considered parts of the same plan and there is no COB among those separate certificates.
  - a. Plan includes:
    - (1) group insurance and subscriber contracts
    - (2) nongroup insurance contracts effective on or after January 1, 2014
    - (3) health maintenance organizations (HMO) contracts
    - (4) closed panel or other forms of group or group-type coverage (whether insured or uninsured)
    - (5) medical care components of long-term care contracts, such as Skilled Nursing Care
    - (6) Medicare or any other federal governmental plan, as permitted by law
    - (7) Group and nongroup insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care
  - b. Plan does not include:
    - (1) hospital indemnity coverage or other fixed indemnity coverage
    - (2) accident only coverage
    - (3) specified disease or specified accident coverage
    - (4) benefits for non-medical components of long-term care policies
    - (5) Medicare supplement policies
    - (6) Medicaid policies
    - (7) coverage under other federal governmental plans, unless permitted by law

Each contract or certificate for coverage under a or b above is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

2. This plans 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 plan. 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.
3. The order of benefit determination rules determine whether this plan is a primary plan or secondary plan when the person has health care coverage under more than one plan.

When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits. When this plan is secondary, it 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.
4. Allowable expense is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any plan covering the person. 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 person 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 covered person is not an allowable expense. The following are examples of expenses that are not allowable expenses:
  - a. The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.

- b. If a person is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.
  - c. The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, Precertification of admissions, and preferred provider arrangements.
5. 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.
  6. 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.

## **B. Order of Benefit Determination Rules**

When a person is covered by two 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 of under any other plan.
2.
  - a. Except as provided in Paragraph (b), a plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both plans state that the complying plan is primary.
  - b. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.
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 person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the primary plan and the plan that covers the person as a dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other plan is the primary plan.
  - b. Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
    - (1) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - (a) The plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or
      - (b) If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
    - (2) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
      - (a) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree;
      - (b) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of item (1) above shall determine the order of benefits;

- (c) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of item (1) above shall determine the order of benefits; or
  - (d) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - (i) The plan covering the custodial parent;
    - (ii) The plan covering the spouse of the custodial parent;
    - (iii) The plan covering the noncustodial parent; and then
    - (iv) The plan covering the spouse of the noncustodial parent.
- (3) For a dependent child covered under more than one plan of individuals who are the parents of the child, the provisions of item (1) or (2) 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 a person as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a 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 rule labeled B.4.a can determine the order of benefits.
  - d. COBRA or State Continuation Coverage. If a person 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 person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and 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 rule labeled B.4.a can determine the order of benefits.
  - e. Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the primary plan and the plan that covered the person the shorter period of time is the secondary plan.
  - f. If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

### **C. Effect on the Benefits of this Plan**

- 1. When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the Primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan shall credit to its plan Deductible any amount it would have credited to its Deductible in the absence of other health care coverage.
- 2. If a covered person 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.

### **D. Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under this plan must give the Company any facts it needs to apply those rules and determine benefits payable.

### **E. Facility of Payment**

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

**F. Right of Recovery**

If the amount of the payments made by the Company is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has 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 covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

SAMPLE

## CANCELLATION

### A. Cancellation by Insureds

You may cancel coverage under this contract (including for individual Insureds) at any time by contacting the Exchange. Cancellation will be effective no later than 14 days after the Insured's request for coverage to be discontinued. In the event of cancellation or death, the earned premium will be computed on a pro-rata basis and the unearned portion of any premium will be promptly returned. Cancellation will occur without prejudice to any claim originating prior to the effective date of cancellation.

### B. Cancellation by the Exchange and/or Company

1. Coverage under the contract may be cancelled only in the following circumstances:
  - a. The Insured is no longer eligible for coverage in a QHP through the Exchange. The last day of coverage is the last day of the month following the month in which notice is sent by the Exchange unless an earlier cancellation date is requested and approved by the Exchange.
  - b. Nonpayment of premiums when:
    - (1) The 3-month grace period required for individuals receiving advance premium tax credits has been exhausted. Under these circumstances, the last day of coverage will be the last day of the first month of the 3-month grace period; or
    - (2) A grace period of 10 days following the premium due date has been exhausted for Insureds not receiving advance premium tax credits. Unless premiums are received by the end of the stated grace period, coverage under this contract cancels as of the payment due date.
  - c. The Insured's coverage is rescinded in the event of fraud or intentional misrepresentation of a material fact.
  - d. The QHP cancels or is decertified.
  - e. The Insured changes from coverage under this contract to another QHP during an annual open enrollment period or special enrollment period.
  - f. The Insured is newly eligible for Medicaid, CHIP or Basic Health Program (BHP) coverage. Cancellation of coverage will be effective the day before such coverage begins.
  - g. Dependents who no longer qualify under the definition of Insured.